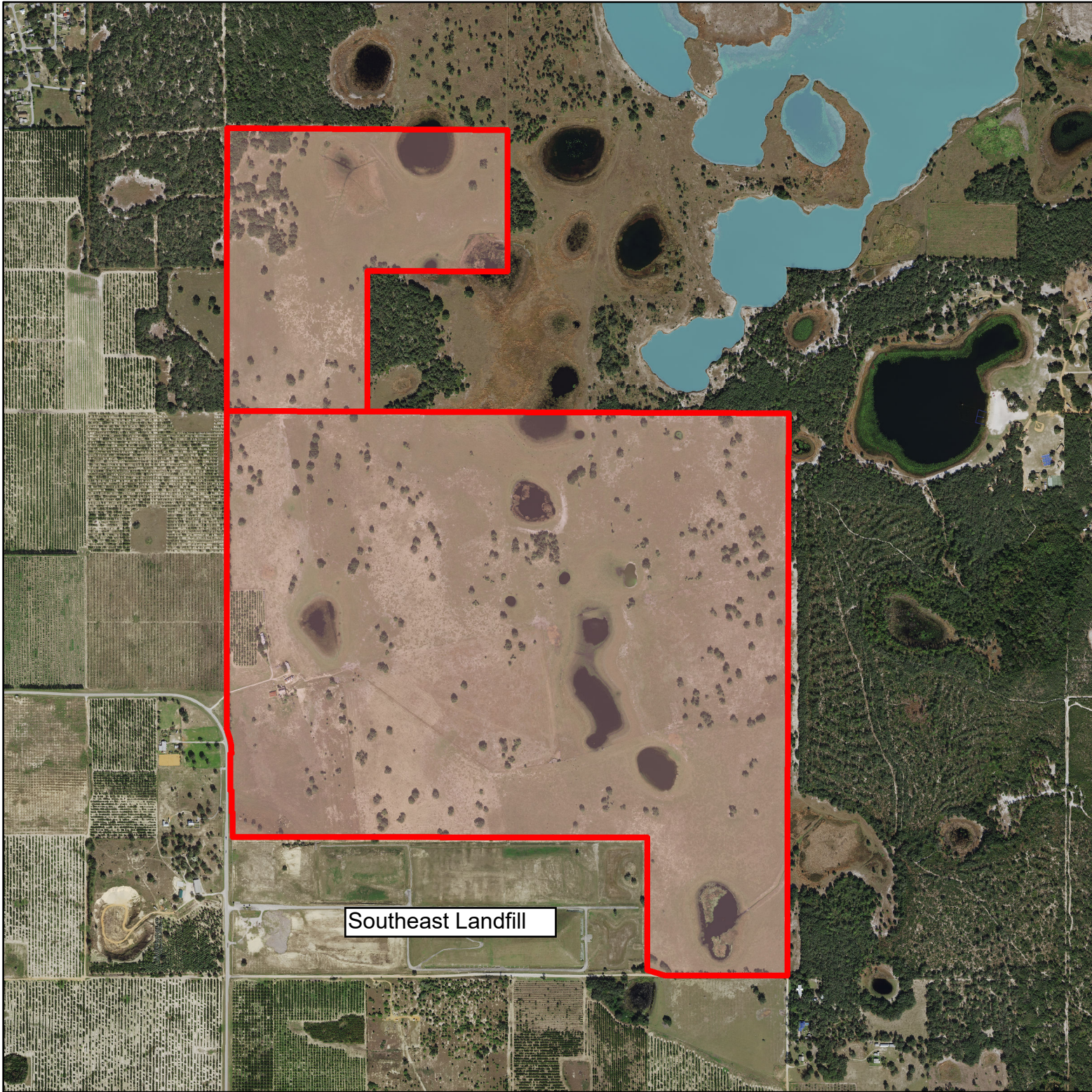


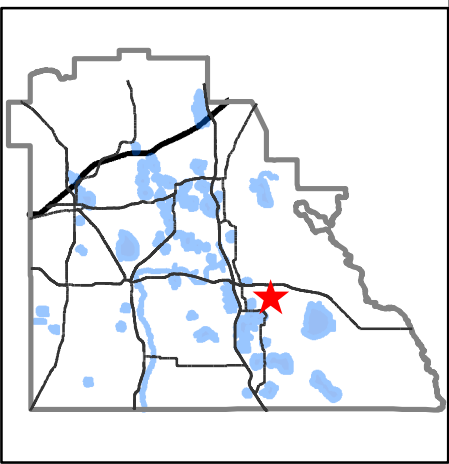
North

Subject Area

Sections 9 and 16,  
Township 30 South,  
Range 28 East




Southeast Landfill



# Friedlander Property


## Legend



 Subject Parcel

 Polk Water Bodies

 Major Roads

 Miles  
0 0.1 0.2 0.4

## 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 R.F. DEVELOPMENT GROUP CO., Inc., f/k/a R.F. Development Company, Inc., a Florida corporation, whose address is 3401 Friedlander Road, Lake Wales, FL 33898, 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 located in Polk County, Florida, containing approximately 649 acres, identified as Parcel ID Numbers 283016-000000-011000 and 283009-000000-041000, as more particularly described in the attached Exhibit "A", 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, all improvements on the land 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. The 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. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is Five Million One Hundred Ninety Thousand and 00/100 Dollars (\$5,190,000). The 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 section.

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 Purchase Price, as stated above. Said binding offer shall be valid and enforceable from the date of Seller's execution of this Agreement through December 3, 2024. 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 December 3, 2024. If this Agreement is not approved on behalf of the Purchaser by December 3, 2024, 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. Intentionally Omitted.

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 (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; except, Purchaser acknowledges that a portion of the driveway providing access to the Property from Friedlander Road lies upon the neighboring property and this will not constitute a Title Defect under this Agreement.

10. TITLE INSURANCE. Purchaser shall, at its sole cost and expense and at least fifteen (15) days prior to the closing of the transaction contemplated herein (the "Closing"), obtain a title insurance commitment (the "Title 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 Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, except for those not yet due and payable, (b) unrecorded rights or claims of parties in possession (except as hereinafter allowed), (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, (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 on 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. Seller shall be deemed to refuse to cure any

and all Title Defects which it does not expressly elect to cure in such notice. Seller shall not be required to take any action to eliminate any Title Defect which it elects or is deemed to have elected not to cure. 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. 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.

a. Purchaser agrees to enter into an Extended Occupancy and Hold Harmless Agreement with Edwin Friedlander and Kathryn Friedlander, his wife, for the primary residence located on the Property, in substantially the same form as attached hereto as Exhibit "B", over that portion of the Property as depicted in said Agreement for a period not to exceed the life of the survivor of Edwin Friedlander and Kathryn Friedlander.

b. Seller discloses to Purchaser that there is an existing verbal lease to Edward Avery and Ashley Avery, his wife (the "Existing Tenants"), for the secondary home on the Property. Purchaser agrees to enter into an Extended Occupancy and Hold Harmless Agreement with the Existing Tenants for the secondary residence located on the Property, in substantially the same form as attached hereto as Exhibit "C", over that portion of the Property as depicted in said Agreement for a period not to exceed six (6) months from the Closing Date.

13. INTEREST CONVEYED. At Closing, Seller shall execute and deliver to Purchaser a

warranty deed (the "Warranty Deed"), in accordance with Section 689.02, Florida Statutes, conveying to Purchaser 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 and except for those matters shown on the Survey or in the Title Commitment and accepted or deemed accepted by Purchaser.

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/FIRPTA AFFIDAVIT.

a. 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 within ninety (90) days immediately preceding the Closing Date (as defined in Section 21 of this Agreement), except for those which have been paid for in full, 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 in order 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 in order to enable the Title Company to delete the unrecorded easements, parties in possession (except for Edwin Friedlander, Kathryn Friedlander and the Existing

Tenants) and other standard exceptions from the Title Commitment.

b. 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 Title Company (“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 Title Company 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 10 days from Closing.

16. DOCUMENTS FOR CLOSING.

a. 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, a 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, reasonably 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 and Seller.

b. 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 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, but not later than December 31, 2024.

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

b. 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.

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

d. Approval of this Agreement by the Polk County Board of County Commissioners.

e. Purchaser's approval of all documents to be furnished hereunder by Seller as provided hereunder.

Should any of the conditions precedent to Closing provided above in this Section 20 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 from all further obligations under this Agreement with respect to each other.

21. CLOSING PLACE AND DATE. The Closing shall occur on or before December 1, 2024 (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, 2024. 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 not beyond December 31, 2024.

22. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or

damage to the Property prior to the Closing Date. If any structure or other physical improvement on the Property or the condition of the Property shall be damaged or materially altered by fire, wind, flood, sinkhole, or other casualty between the date this Agreement is executed by Seller and the Closing Date, then the following provisions shall apply: (a) Seller shall not be obligated to repair or replace the damaged property; and (b) Purchaser shall have the option, at Purchaser's sole discretion, to either (i) terminate this Agreement upon written notice to Seller or (ii) move forward and close this transaction, in which event Seller shall convey the Property to Purchaser, and Purchaser shall purchase the Property, in its "As Is" condition subject to such damage, with no adjustment to the Purchase Price; except, Purchaser shall be entitled to any and all insurance proceeds and other compensation paid or payable to Seller because of such loss or damage and Seller's rights thereto shall be assigned to Purchaser at Closing (or Seller shall give a credit to Purchaser off the Purchase Price for the amount of such compensation).

23. POSSESSION. Seller shall deliver possession of the Property to Purchaser at Closing, subject to the Extended Occupancy and Hold Harmless Agreements referred to above and except Seller shall have a period of time after the Closing, not to exceed six (6) months, to remove Seller's cattle and equipment from the Property.

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. Seller and Purchaser each warrant and represent to the other that such party

has not employed or dealt with any real estate broker or agent in connection with this transaction or the Property and, to each party's knowledge, no commission or fee is due to any person with regard to this Agreement or the Closing thereof. Each party, whose action or alleged action or commitment form the basis of any claim or demand for any brokerage fees, agent commissions, or other compensation asserted by any person or entity in connection with this Agreement or the transaction contemplated thereby, shall indemnify and hold harmless the other party from and against any and all such claims or demands. The provisions of this section shall survive the Closing or termination of this 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, and 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. 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.

a. Any notice required or permitted under this Agreement shall be in writing and shall be sent to the party to such party's address set forth below.

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

Seller: R.F. Development Group Co., Inc.  
c/o Edwin Friedlander, President  
3401 Friedlander Road  
Lake Wales, FL 33898

b. The notice shall be given by any of the following methods: (i) by personal delivery, in which case the notice will be deemed given and received upon the actual date of delivery; (ii) by U.S. certified or registered mail, return receipt requested, postage prepaid, in which case the notice will be deemed given upon the date deposited in the U.S. mail and the notice will be deemed received on the third business day after the date deposited in the U.S. mail; or (iii) by a nationally recognized commercial courier, such as Federal Express or United Parcel Service, for next business day delivery, in which case the notice will be deemed given upon the date deposited with the commercial carrier and the notice will be deemed received on the next business day after the date deposited with the commercial carrier.

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.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in its name for the purpose expressed the day and year written above.

*THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.*

*[signature(s) on attached pages]*



WITNESSES AS TO SELLER:

Jacob Dykxhoorn  
(WITNESS)

Jacob C Dykxhoorn  
(PRINTED NAME OF WITNESS)

Amy W Dykxhoorn  
(WITNESS)

Amy W Dykxhoorn  
(PRINTED NAME OF WITNESS)

SELLER:

R.F. DEVELOPMENT GROUP CO., INC.,  
f/k/a R.F. Development Company, Inc., a Florida  
corporation

By: Edwin Friedlander  
Edwin Friedlander, as president

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8th day of November, 2024, by Edwin Friedlander, as president of R.F. DEVELOPMENT GROUP CO., Inc., f/k/a R.F. Development Company, Inc., a Florida corporation, on behalf of said corporation. He  is personally known to me or  has produced a driver's license as identification.

(SEAL)



Jacob Dykxhoorn  
NOTARY PUBLIC, STATE OF FLORIDA

Jacob C Dykxhoorn  
(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 6-25-24

COMMISSION No.: \_\_\_\_\_

ATTEST:

STACY M. BUTTERFIELD  
CLERK TO THE BOARD

BY: \_\_\_\_\_  
DEPUTY CLERK

DATE: \_\_\_\_\_

APPROVED BY POLK COUNTY  
BOARD OF COUNTY COMMISSIONERS ON:

\_\_\_\_\_  
DATE

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA

BY: \_\_\_\_\_  
, CHAIR OF THE BOARD OF COUNTY  
COMMISSIONERS

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE



EXHIBIT "A"

ALL OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR BACKBONE ROAD AND GOLVIEW CUT-OFF ROAD.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA



## EXHIBIT "B"

### EXTENDED OCCUPANCY AND HOLD HARMLESS AGREEMENT

This Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2024 (the "Effective Date") by and between Polk County (hereinafter referred to as the "County") and Edwin M. Friedlander and Kathryn Friedlander, husband and wife (hereinafter referred to as "Tenants")

A. The County has acquired the real property identified as Parcel ID Numbers 283016-000000-011000 and 283009-000000-041000, the legal description of which is attached hereto as Exhibit "A" (the "Property") from R.F. Development Group Co., Inc. (the "Seller").

B. Tenants are the principals of Seller and the current occupants of a single family residence located on the Property.

C. Tenants have requested that they be allowed to continue to occupy and use the residence and immediate surrounding areas, as depicted on the drawing attached hereto and labeled Exhibit "B" (the "Premises") after acquisition of the Property by the County for purposes of residing on the Premises.

In consideration of the County's willingness to allow the Tenants extended occupancy and use of the Premises, which is acknowledged by the Tenants to be good and valuable consideration for this Agreement along with and in addition to monetary compensation paid to the Seller for the Property, the Tenants hereby agree to the following conditions for extended occupancy and use of the Premises:

1. TERM: The Tenants shall be allowed extended occupancy and use of the Premises, for no rent, for a term commencing on the Effective Date and continuing until the earlier of the following events: (a) the death of the survivor of the Tenants; or (b) the abandonment of the Premises by the Tenants as their principal residence, which shall be presumed if neither Tenant resides on the Premises for a period of more than sixty (60) consecutive days. If at any time Tenants desire to terminate the tenancy prior to the expiration of this Agreement, Tenants may do so by providing written notice of intention to terminate. Such notice must be provided to the County at least thirty (30) days prior to the desired date of termination of the tenancy at the following address:

Real Estate Services Director  
Polk County  
515 E. Boulevard Street  
Bartow, FL 33830

2. INSURANCE: The Tenants shall, at their expense, be responsible for liability and personal property insurance protecting Tenants against any and all claims for injury and damage to persons or personal property occurring in, on or about the Premises. Should they fail to secure



insurance or secure insufficient insurance, the County shall not be responsible for any loss of property or injury and they shall be personally liable for any such loss or injury.

3. MAINTENANCE:

(a) The Tenants shall keep and provide routine maintenance of the land and any building or other structure now or hereafter erected thereon, in good and safe condition and repair at their own expense during the existence of this Agreement, and shall keep the same free and clear of any and all brush and debris of any kind, so as to prevent the same becoming dangerous or inflammable. The Tenants shall maintain all lawns, shrubbery and other landscaping on or about the Premises, keeping them trimmed and in a neat and presentable condition.

(b) Tenants shall be responsible for any routine maintenance or repairs to interior plumbing and electric and repair or replacement of appliances, including water heater.

(c) Tenants understand and agree that the County shall not be responsible for any routine maintenance or repairs, including, without limitation, maintaining, repairing, or replacing fixtures, appliances, water heater, interior plumbing and electric, and in the event of failure of these items, it will be Tenants' responsibility to replace or repair if they so choose.

(d) In order to preserve the structure located on the Premises for its future use, the County agrees to repair, or replace if necessary, any items which are integral to the integrity of the structure, which may include the heating and cooling systems, roof, septic system, window, well and the well pump and motor.

(e) Landlord shall also pay and be responsible for (i) the painting of the exterior of the building on the Premises; and (ii) all Major Repairs, as defined below. A Major Repair is any repair or maintenance, the cost of which exceeds or is expected to exceed the sum of **Five Thousand (\$5,000.00)** Dollars per repair or maintenance.

4. INDEMNIFICATION: In return for, and in consideration of, the right to extended occupancy and use of the Premises as a residence, the Tenants shall indemnify, defend (by counsel reasonably acceptable to the County), save and hold the County, and its agents and employees, harmless of and from any losses, fines, penalties, costs, damage, claims, demands, suits and liabilities of any nature, including attorney's fees, claimed by or on behalf of the Tenants, their employees, agents, customers, licensees, and invitees, which arise out of, because of, or due to any accident, happening or occurrence on the Premises and Property, or arising in any manner on account of the exercise or attempted exercise of their rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the County or arising from the County's exercise of its right of entry pursuant to this Agreement.

5. ILLEGAL ACTIVITY: The Tenants will not conduct any illegal activities on any part of the Premises or Property during the term of this extended occupancy.

6. RIGHT OF ENTRY: During the time of any extended occupancy, the Tenants will allow the County and its agents access to any part of the Premises during business hours on reasonable prior notice for the purpose of testing and inspection as long as this does not unreasonably interfere with Tenants' occupation and use of the Premises.

7. ABANDONMENT: The Tenants agree that as to any improvement and any personal property on the Premises after expiration of the extended occupancy period provided for by this Agreement, the County will have the absolute right to demolish and remove such improvement and personal property without making further compensation. Any improvement and/or personal property remaining after expiration of the Tenants' right of occupancy shall be deemed abandoned. The Tenants agree that they shall not be entitled to additional compensation by reason of the extended occupancy and personal property and improvements left on the Premises thereafter.

8. HOLDING OVER: It is understood and agreed that if, for any reason, the Tenants fail or refuse to vacate the Premises at the end of the period of extended occupancy, as set forth in this Agreement, that shall be the basis for an emergency hearing before the Court, and the Tenants shall be responsible for legal fees of eviction and/or of enforcement of this Agreement, by motion for contempt or otherwise, and the Tenants shall also be responsible for any and all damages, of any type or nature, arising from their failure to timely vacate the premises.

9. MISCELLANEOUS:

(a) This Agreement shall terminate upon the expiration of the Tenants' right of occupancy as stated in Section 1 above. All covenants, agreements, statements, warranties and indemnities made in this Agreement shall survive the termination of this Agreement where reasonably required to give full effect of such provisions.

(b) Although not specifically depicted on the attached Exhibit "B," the Premises shall be deemed to include ingress/egress from Golfview Cut-Off Road/Friedlander Road to the residence over the existing driveway, or a reasonable alternate route which may be deemed necessary by the County during the term of this Agreement.

(c) In the case of litigation arising out of the enforcement of any term, covenant or provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

(d) The Tenants acknowledge that they have reviewed this Agreement, are familiar with its terms and have had adequate opportunity to review this Agreement with legal counsel of their choosing. The Tenants have entered into this Agreement freely and voluntarily.

(e) The Tenants shall not sublet the property or any part thereof, nor assign this Agreement, without the prior consent in writing of the County. However, the foregoing shall not prevent, and the Tenants are expressly allowed, to have a caregiver living on the Premises for the primary purpose of providing care for either Tenant.

(f) The Tenants shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, internet and cable services, or any other utility or service supplied to the Premises for the Tenants' use during their possession of the Premises.

(g) This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America. All disputes involving this Agreement shall be brought in a competent court in Polk County, Florida.

The Effective Date of this Agreement shall be the date first set forth above.

Tenants:

Signed, Sealed, and Delivered  
In The Presence Of

\_\_\_\_\_  
Witness as to both signatories

\_\_\_\_\_  
Edwin M. Friedlander

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness as to both signatories

\_\_\_\_\_  
Kathryn Friedlander

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Edwin M. Friedlander and Kathryn Friedlander, husband and wife,  who are personally known to me or  have produced a driver's license as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

County:

Signed, Sealed, and Delivered  
In The Presence Of

POLK COUNTY

\_\_\_\_\_  
Witness  
Director

\_\_\_\_\_  
Robert W. Allen, Real Estate Services

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Robert W. Allen, as Real Estate Services Director for Polk County, a political subdivision of the State of Florida, on behalf of the County  who is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

(AFFIX NOTARY SEAL)

Print Name \_\_\_\_\_  
Commission Expires \_\_\_\_\_

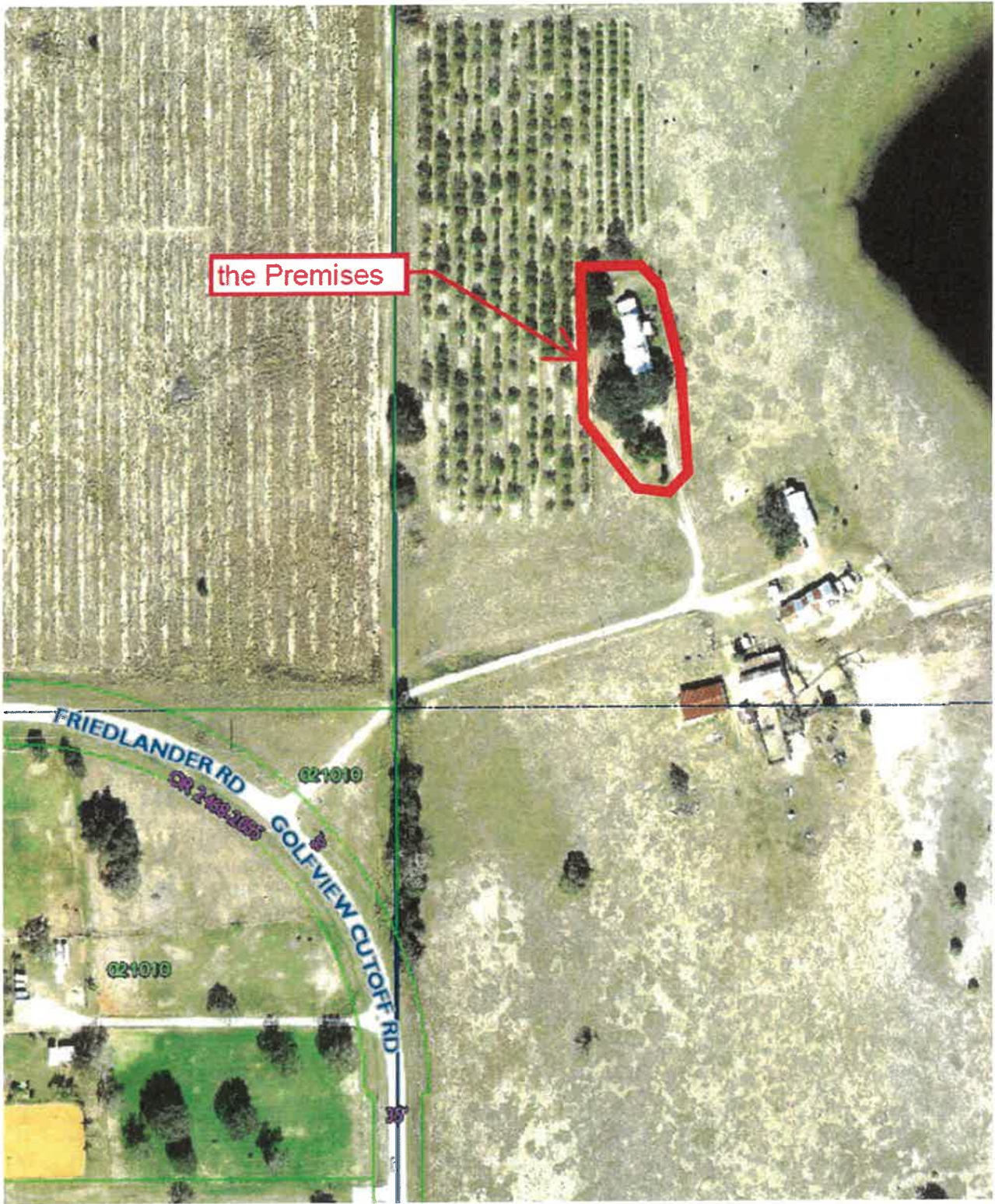
**EXHIBIT "A"**  
**(the "Property")**

**ALL OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR BACKBONE ROAD AND GOLVIEW CUT-OFF ROAD.**

**AND**

**THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA**

**EXHIBIT "B"**  
**(the "Premises")**





## EXHIBIT "C"

### EXTENDED OCCUPANCY AND HOLD HARMLESS AGREEMENT

This Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2024 (the "Effective Date") by and between Polk County (hereinafter referred to as the "County") and Edward Avery and Ashley Avery, husband and wife (hereinafter referred to as "Tenants")

A. The County has acquired the real property identified as Parcel ID Numbers 283016-000000-011000 and 283009-000000-041000, the legal description of which is attached hereto as Exhibit "A" (the "Property") from R.F. Development Group Co., Inc. (the "Seller").

B. Tenants are the current occupants of a single family residence located on the Property.

C. Tenants have requested that they be allowed to continue to occupy and use the residence and immediate surrounding areas, as depicted on the drawing attached hereto and labeled Exhibit "B" (the "Premises") after acquisition of the Property by the County for purposes of residing on the Premises.

In consideration of the County's willingness to allow the Tenants extended occupancy and use of the Premises, which is acknowledged by the Tenants to be good and valuable consideration for this Agreement, the Tenants hereby agree to the following conditions for extended occupancy and use of the Premises:

1. TERM: The Tenants shall be allowed extended occupancy and use of the Premises, for no rent, for a term commencing on the Effective Date and continuing for a period of six (6) months thereafter. If at any time Tenants desire to terminate the tenancy prior to the expiration of this Agreement, Tenants may do so by providing written notice of intention to terminate. Such notice must be provided to the County at least thirty (30) days prior to the desired date of termination of the tenancy at the following address:

Real Estate Services Director  
Polk County  
515 E. Boulevard Street  
Bartow, FL 33830

2. INSURANCE: The Tenants shall, at their expense, be responsible for liability and personal property insurance protecting Tenants against any and all claims for injury and damage to persons or personal property occurring in, on or about the Premises. Should they fail to secure insurance or secure insufficient insurance, the County shall not be responsible for any loss of property or injury and they shall be personally liable for any such loss or injury.

3. MAINTENANCE:

(a) The Tenants shall keep and provide routine maintenance of the land and any building or other structure now or hereafter erected thereon, in good and safe condition and repair at their own expense during the existence of this Agreement, and shall keep the same free and clear of any and all brush and debris of any kind, so as to prevent the same becoming dangerous or inflammable. The Tenants shall maintain all lawns, shrubbery and other landscaping on or about the Premises, keeping them trimmed and in a neat and presentable condition.

(b) Tenants shall be responsible for any routine maintenance or repairs to interior plumbing and electric and repair or replacement of appliances, including water heater.

(c) Tenants understand and agree that the County shall not be responsible for any routine maintenance or repairs, including, without limitation, maintaining, repairing, or replacing fixtures, appliances, water heater, interior plumbing and electric, and in the event of failure of these items, it will be Tenants' responsibility to replace or repair if they so choose.

(d) In order to preserve the structure located on the Premises for its future use, the County agrees to repair, or replace if necessary, any items which are integral to the integrity of the structure, which may include the heating and cooling systems, roof, septic system, window, well and the well pump and motor.

(e) Landlord shall also pay and be responsible for (i) the painting of the exterior of the building on the Premises; and (ii) all Major Repairs, as defined below. A Major Repair is any repair or maintenance, the cost of which exceeds or is expected to exceed the sum of **Five Thousand (\$5,000.00)** Dollars per repair or maintenance.

4. INDEMNIFICATION: In return for, and in consideration of, the right to extended occupancy and use of the Premises as a residence, the Tenants shall indemnify, defend (by counsel reasonably acceptable to the County), save and hold the County, and its agents and employees, harmless of and from any losses, fines, penalties, costs, damage, claims, demands, suits and liabilities of any nature, including attorney's fees, claimed by or on behalf of the Tenants, their employees, agents, customers, licensees, and invitees, which arise out of, because of, or due to any accident, happening or occurrence on the Premises and Property, or arising in any manner on account of the exercise or attempted exercise of their rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the County or arising from the County's exercise of its right of entry pursuant to this Agreement.

5. ILLEGAL ACTIVITY: The Tenants will not conduct any illegal activities on any part of the Premises or Property during the term of this extended occupancy.

6. RIGHT OF ENTRY: During the time of any extended occupancy, the Tenants will allow the County and its agents access to any part of the Premises during business hours on reasonable prior notice for the purpose of testing and inspection as long as this does not unreasonably interfere with Tenants' occupation and use of the Premises.



7. ABANDONMENT: The Tenants agree that as to any improvement and any personal property on the Premises after expiration of the extended occupancy period provided for by this Agreement, the County will have the absolute right to demolish and remove such improvement and personal property without making further compensation. Any improvement and/or personal property remaining after expiration of the Tenants' right of occupancy shall be deemed abandoned. The Tenants agree that they shall not be entitled to additional compensation by reason of the extended occupancy and personal property and improvements left on the Premises thereafter.

8. HOLDING OVER: It is understood and agreed that if, for any reason, the Tenants fail or refuse to vacate the Premises at the end of the period of extended occupancy, as set forth in this Agreement, that shall be the basis for an emergency hearing before the Court, and the Tenants shall be responsible for legal fees of eviction and/or of enforcement of this Agreement, by motion for contempt or otherwise, and the Tenants shall also be responsible for any and all damages, of any type or nature, arising from their failure to timely vacate the premises.

9. MISCELLANEOUS:

(a) This Agreement shall terminate upon the expiration of the Tenants' right of occupancy as stated in Section 1 above. All covenants, agreements, statements, warranties and indemnities made in this Agreement shall survive the termination of this Agreement where reasonably required to give full effect of such provisions.

(b) Although not specifically depicted on the attached Exhibit "B," the Premises shall be deemed to include ingress/egress from Golfview Cut-Off Road/Friedlander Road to the residence over the existing driveway, or a reasonable alternate route which may be deemed necessary by the County during the term of this Agreement.

(c) In the case of litigation arising out of the enforcement of any term, covenant or provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.

(d) The Tenants acknowledge that they have reviewed this Agreement, are familiar with its terms and have had adequate opportunity to review this Agreement with legal counsel of their choosing. The Tenants have entered into this Agreement freely and voluntarily.

(e) The Tenants shall not sublet the property or any part thereof, nor assign this Agreement, without the prior consent in writing of the County. However, the foregoing shall not prevent, and the Tenants are expressly allowed, to have a caregiver living on the Premises for the primary purpose of providing care for either Tenant.

(f) The Tenants shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, internet and cable services, or any other utility or service supplied to the Premises for the Tenants' use during their possession of the Premises.

(g) This Agreement shall be governed by the laws of the State of Florida, and any

applicable laws of the United States of America. All disputes involving this Agreement shall be brought in a competent court in Polk County, Florida.

The Effective Date of this Agreement shall be the date first set forth above.

Tenants:

Signed, Sealed, and Delivered  
In The Presence Of

\_\_\_\_\_  
Witness as to both signatories

\_\_\_\_\_  
Edward Avery

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness as to both signatories

\_\_\_\_\_  
Ashley Avery

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF POLK

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\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

County:

Signed, Sealed, and Delivered  
In The Presence Of

POLK COUNTY

\_\_\_\_\_  
Witness  
Director

\_\_\_\_\_  
Robert W. Allen, Real Estate Services

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

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\_\_\_\_\_  
Notary Public

(AFFIX NOTARY SEAL)

Print Name \_\_\_\_\_  
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