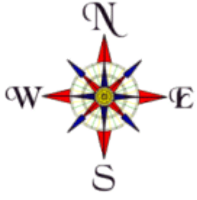


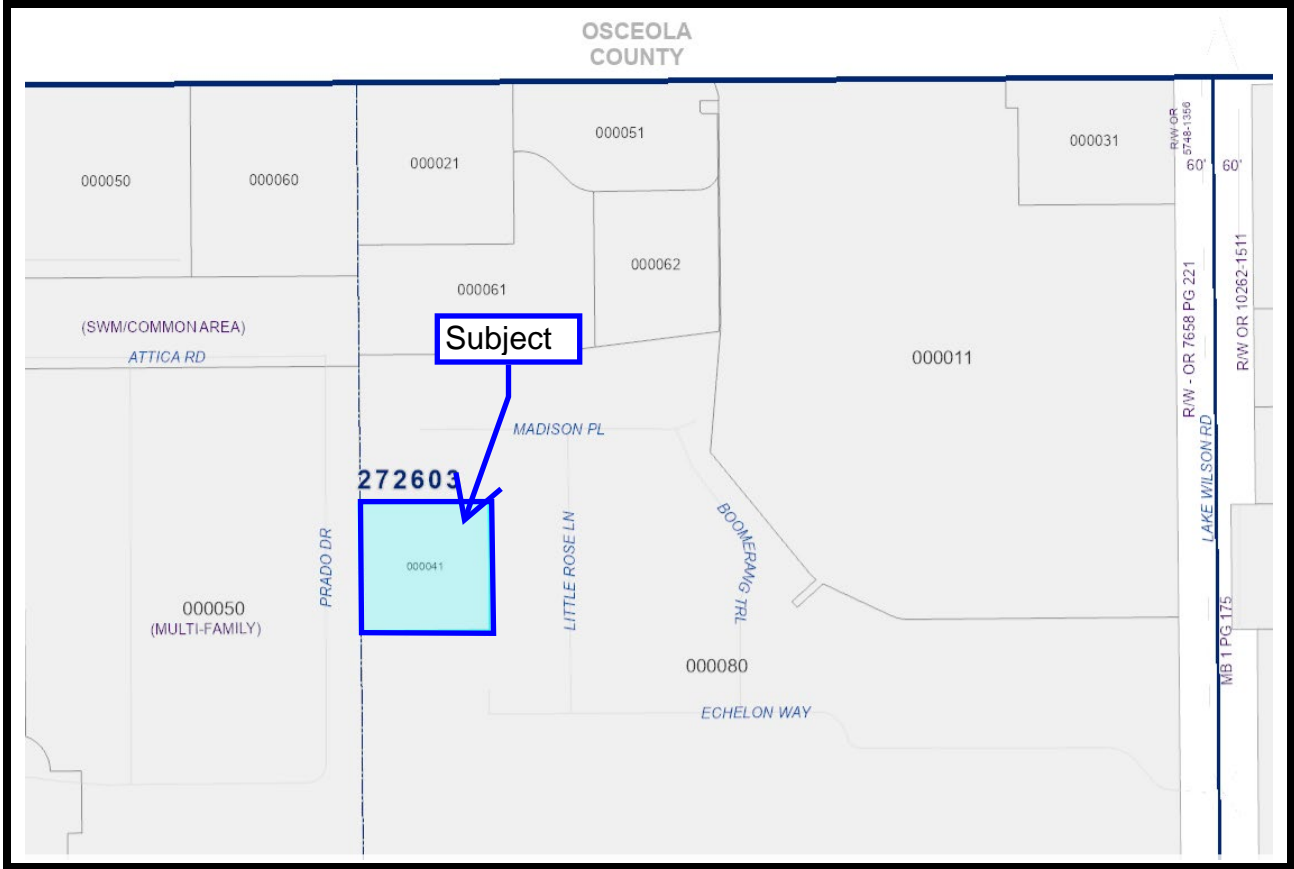
Subject Location

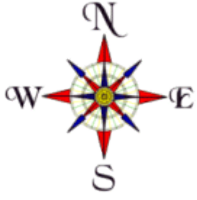
North

Section 03, Township 26 South, Range 27 East



SECTION 03, TOWNSHIP 26 SOUTH, RANGE 27 EAST





SECTION 03, TOWNSHIP 26 SOUTH, RANGE 27 EAST





Board of County Commissioners

Parcel ID Number: 272603-701058-000041

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT is made and entered into this 12 day of MAY, 2026, between POLK COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow Drawer RE-01, Florida 33831-9005, hereinafter referred to as "County", and SOUTHWIND-POLK, LLC, a Georgia limited liability company, as to a 30% undivided interest as tenant in common, BRADFORD-POLK, LLC, a Georgia limited liability company, as to a 25% undivided interest as tenant in common, and GULFPORT-POLK, LLC, a Georgia limited liability company, as to a 45% undivided interest as tenant in common, each having a mailing address of c/o ECI Group, 2120 Powers Ferry Road SE, Suite 300, Atlanta, Georgia 30339-5020, hereinafter collectively referred to as "Purchasers."

WITNESSETH

WHEREAS County agrees to sell to Purchasers and Purchasers agree to purchase from County the real property identified as Parcel ID Number 272603-701058-000041, located in Polk County, Florida, as further described in Exhibit "A," containing approximately 0.92 acre, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) County agrees to sell and convey the Property by County Deed, unto Purchasers, for the sum of **One Hundred Thousand, Two Hundred and 00/100 Dollars (\$100,200.00)**.
- (b) Purchasers shall pay unto the County the amount of One Hundred Thousand, Two Hundred and 00/100 Dollars (\$100,200.00), by guaranteed funds, at the time of closing which shall take place no later than August 1, 2026. In the event that Purchasers do not close on this transaction by August 1, 2026, then this Agreement shall become null and void and of no further force or effect. County shall receive final approval by the Board of County Commissioners of Polk County, Florida (the "County Approval") on or before thirty (30) days prior to closing. In the event that County Approval is not received thirty (30) days prior to closing, Purchasers shall have the right to extend the outside closing date of August 1, 2026, as set forth in Section (b) of the Agreement on a day-by-day basis until the County Approval is received; however, in no event shall the closing date be extended beyond September 1, 2026 without written approval by the Parties. In the event that the Board of County Commissioners of Polk County, Florida fails to approve the Agreement by

August 1, 2026 then this Agreement shall be null and void. Purchasers shall execute and deliver this Agreement to the County no later than June 1, 2026 or it shall become null and void,

- (c) Purchasers shall be responsible for all closing costs associated with the transaction including, but not limited to, documentary stamp taxes, recording fees, payment of any real estate fees and/or commissions or attorney fees and/or commissions or attorney's fees on behalf of the Purchasers, if any, and any payments due will be paid by Purchasers at closing. County represents it has not incurred the services of a broker.
- (d) Purchasers may, at their sole cost and expense, obtain an owner's title insurance policy at closing; however, County shall not be responsible for curing any defects in the title, nor shall County be required to execute any documentation presented by the closing agent with the exception of the County Deed, all in accordance with Section (g) below. In the event that Purchasers elect to not utilize a title agency for closing, then Purchasers shall pay all applicable closing costs, as further outlined in Section (c) herein, by guaranteed funds, payable to the appropriate authority(ies), and submitted to the County at closing for processing.
- (e) Purchasers may not assign this Agreement without the prior written consent of the County, which consent may be withheld in County's sole and absolute discretion.
- (f) Purchasers shall be responsible, at their sole cost and expense, for any inspections, surveys, or title examinations as they deem necessary or desirable to determine the suitability of the Property. From and after the Effective Date until the termination of the Land Purchase Agreement (the "Inspection Period"), Purchasers shall have the right to enter upon the Property for the purpose of inspecting the Property and making surveys, engineering tests and other investigations, inspections and tests; provided that Purchasers shall not conduct any invasive inspections on the Property without County's written consent.
- (g) As a condition precedent of closing under the Agreement, County shall record a release of that certain Perpetual Access Easement recorded in the Official Records Book 10596, Page 1344, of the Public Records of Polk County, Florida.
- (h) The Property is being conveyed As-Is, with no warranties expressed or implied. County's interest in the Property will be conveyed by County Deed pursuant to Florida Statute 125.411(3). This conveyance DOES NOT constitute any development or permitting approvals of the Property by Polk County and Purchasers will need to obtain any required approvals/permits prior to developing the Property to its purposes.
- (i) County hereby covenants and agrees with Purchasers that as of the Effective Date and so long as the Agreement remains in full force and effect, as modified, amended and/or extended from time to time:

- a. County has not marketed and will not market the Property (or any portion thereof) for sale, lease or any other transfer, and County will not convey or encumber all or any portion of the Property, or any interest therein;
 - b. County has not entered and shall not enter into any agreement granting to any person any right with respect to the Property, or any portion thereof; and
 - c. County has not entered and shall not enter into any oral or written agreements or promises regarding current or future use of all or any portion of the Property or any lease, license or occupancy agreement and County shall not modify or extend the terms of any existing leases, if any, without Purchasers' prior written consent.
- (j) 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, rules, and regulations of Polk County. The Parties hereby agree to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.
- (k) This Agreement may only be modified or amended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement.
- (l) This Agreement, including any referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

COUNTY:
POLK COUNTY, a political subdivision of
the State of Florida

By:  5/12/26
R. Wade Allen, Director
Real Estate Services
Its Agent

PURCHASERS:
SOUTHWIND-POLK, LLC, a Georgia limited
liability company

By: 
Seth Greenberg, CEO

BRADFORD-POLK, LLC, a Georgia limited
liability company

By: 
Seth Greenberg, CEO

GULFPORT-POLK, LLC, a Georgia limited
liability company

By: 
Seth Greenberg, CEO

Exhibit "A"

Lot 4, of the Plat of Ovation, according to the map or plat thereof recorded in Plat Book 151, Pages 31 through 34, Public Records of Polk County, Florida.

This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Heather Fuentes

Parent Parcel ID No.: 272603-701058-000041

RELEASE OF EASEMENT

THIS RELEASE, made this 2nd day of June, 2026, by **POLK COUNTY**, a political subdivision of the State of Florida (“the County”), whose mailing address is P.O. Box 988, Bartow, Florida 33831-0988.

WITNESSETH:

WHEREAS, the plat of Ovation as recorded in Plat Book 151 at Pages 31 through 34 and the plat of Ovation Replat as recorded in Plat Book 162 at Pages 14 through 18, Public Records of Polk County, Florida dedicated to Polk County, its successors and assigns a 100-foot Polk County Well Protection Zone Easement which is situated within Lot 4 of said plats (“Well Easement”); and

WHEREAS, on the 13th day of August, 2018, Armstong Reunion, LLC, a Florida limited liability company granted to the County a Perpetual Access Easement, as recorded in Official Records Book 10596 at Pages 1344 through 1350 (“Access Easement”); and

WHEREAS, the well and facilities associated with the Well Easement are no longer in use and have been removed from the property. Additionally, Southwind-Polk, LLC, Bradford-Polk, LLC, and Gulfport-Polk, LLC have purchased Lot 4 from the County and as part of the Agreement the County has agreed to release the Well Easement and Access Easement.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, the County hereby releases and abandons that certain 100-foot Well Protection Zone Easement as shown on the plat of Ovation recorded in Plat Book 151 at Pages 31 through 34 and on the plat of Ovation Replat recorded in Plat Book 162 at Pages 14 through 18 in its entirety, and that certain Perpetual Access Access Easement, as recorded in Official Record Book 10596, at Pages 1344 through 1350 in its entirety. All recording references are to the Public Records of Polk County, Florida.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:
Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

(Seal)