

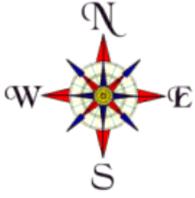


Subject Area

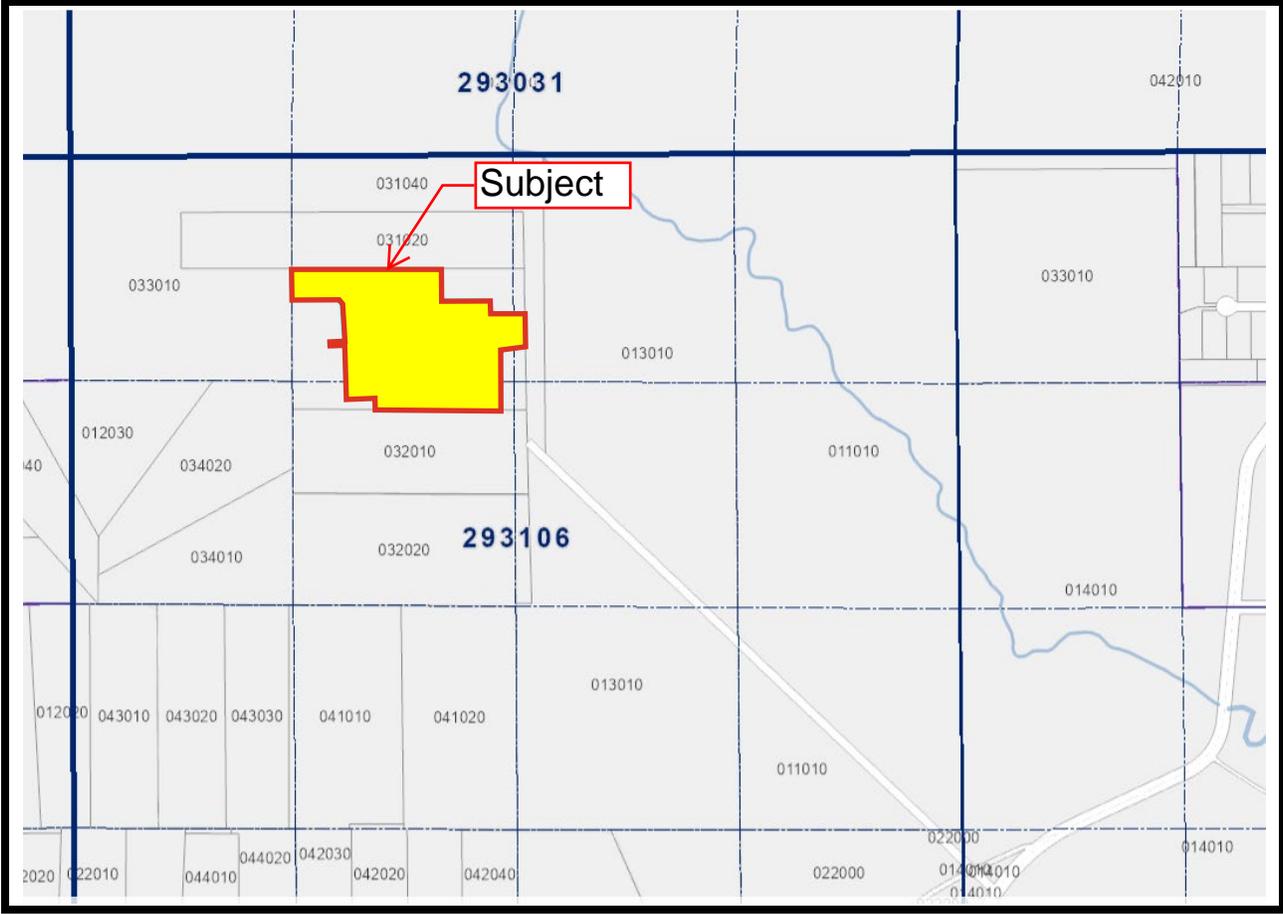
North

Lake Weohyakapka

Section 6, Township 31 South, Range 29 East



**SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 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 RYAN M. RUSSELL, whose address is P.O. Box 281, Land O'Lakes, FL 34639-0281, 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, containing approximately 18-acres, identified as Parcel ID Number 293106-000000-013040, 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 Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000). The Total Purchase Price will be paid by Purchaser at Closing, subject only to the pro rations 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

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 February 17, 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 February 17, 2026. If this Agreement is not approved on behalf of the Purchaser by February 17, 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. 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 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.

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 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 Warranty Deed, in the name of Polk County, a political subdivision of the State of Florida, in accordance with Section 689.02, Florida Statutes, 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 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 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 at Closing to the Purchaser 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 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. 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, the 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, 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.

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 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 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, 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. 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.

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.

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 March 5, 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 April 6, 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 up to a total of sixty (60) days.

22. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. In the event that between the date this Agreement is executed by Seller and the date of closing the condition of the Property, as it existed on the date this Agreement is executed by Seller, is altered by an act of God or other natural force beyond the control of Seller, Purchaser may, at Purchaser's sole discretion, go forward and close the transaction without diminution in the purchase price, or Purchaser may terminate this transaction upon written notice to the Seller.

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. 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. Purchaser represents that it has not incurred the services of a broker. 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.

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, 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. 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.

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. 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.

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

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

Seller: Ryan M. Russell  
  
P.O. Box 281  
Land O'Lakes, FL 34639-0281

34. 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.

35. 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.

36. 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.

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.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal the day and year written above.

WITNESSES AS TO SELLER:

SELLER:

Bryan Funder

(WITNESS)

Bryan Funder

(PRINTED NAME OF WITNESS)

Ryan M. Russell

Ryan M. Russell

Chelsie Blue

(WITNESS)

Chelsie Blue

(PRINTED NAME OF WITNESS)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of December, 2025 by Ryan M. Russell, as Seller, who signed on behalf of said company. She  is personally known to me or  has produced DL

R-425-150-01-000 as identification.

(SEAL)



Jennifer Leiding  
NOTARY PUBLIC, STATE OF Florida  
Jennifer Leiding

(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 3/26/2029

COMMISSION No.: HH 657211

ATTEST:

STACY M. BUTTERFIELD  
CLERK TO THE BOARD

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA

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

BY: \_\_\_\_\_  
MARTHA SANTIAGO, ED.D, CHAIR OF THE BOARD OF  
COUNTY COMMISSIONERS

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

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

APPROVED BY POLK COUNTY  
BOARD OF COUNTY COMMISSIONERS ON:

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
DATE

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

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°46'45" WEST, ALONG SAID SOUTH LINE, 742.28 FEET; THENCE NORTH 00°16'51" WEST, 63.56 FEET; THENCE NORTH 89°46'45" WEST, 176.06 FEET; THENCE NORTH 02°52'30" WEST, 324.74 FEET; THENCE SOUTH 84°45'23" WEST, 80.21 FEET; THENCE NORTH 02°52'46" WEST, 20.07 FEET; THENCE NORTH 84°45'23" EAST, 80.21 FEET; THENCE NORTH 02°52'30" WEST, 216.99 FEET; THENCE NORTH 34°26'26" WEST, 38.80 FEET; THENCE SOUTH 89°19'02" WEST, 272.60 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 00°16'51" WEST, ALONG SAID WEST LINE, 183.67 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH 89°58'34" EAST, ALONG SAID NORTH LINE, 880.34 FEET; THENCE SOUTH 00°28'58" EAST, 186.00 FEET; THENCE NORTH 89°58'34" EAST, 292.97 FEET; THENCE SOUTH 02°57'24" EAST, 80.24 FEET; THENCE NORTH 89°56'37" EAST, 205.77 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 00°57'32" EAST, ALONG SAID FENCE, 188.72 FEET; THENCE SOUTH 81°48'48" WEST, 148.25 FEET; THENCE SOUTH 00°09'31" EAST, 364.76 FEET RETURNING TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS "A" AND "B" DESCRIBED BELOW GRANTING ACCESS TO THE SUBJECT PROPERTY:

EASEMENT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°46'45" WEST, ALONG SAID SOUTH LINE, 742.28 FEET; THENCE NORTH 00°16'51" WEST, 15.00 FEET; THENCE SOUTH 89°46'45" EAST, 742.28 FEET; THENCE SOUTH 00°09'31" EAST, 15.00 FEET RETURNING TO THE POINT OF BEGINNING.

EASEMENT "B"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'31" WEST, 30.00 FEET; THENCE SOUTH 89°46'45" EAST, 151.78 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 00°57'32" EAST, ALONG SAID FENCE LINE, 247.41 FEET; THENCE NORTH 46°13'12" WEST, 42.23 FEET; THENCE NORTH 00°57'32" WEST, 188.30 FEET; THENCE NORTH 89°46'45" WEST, 122.19 FEET RETURNING TO THE POINT OF BEGINNING

CONTAINING 18.03 ACRES MORE OR LESS.