

North

Subject Area

Lake Rosalie

Reagan Blvd

Camp Mack Rd

Barney Keen Rd

Boy Scout Rd

State Road 60 E

Wachakapfa Creek

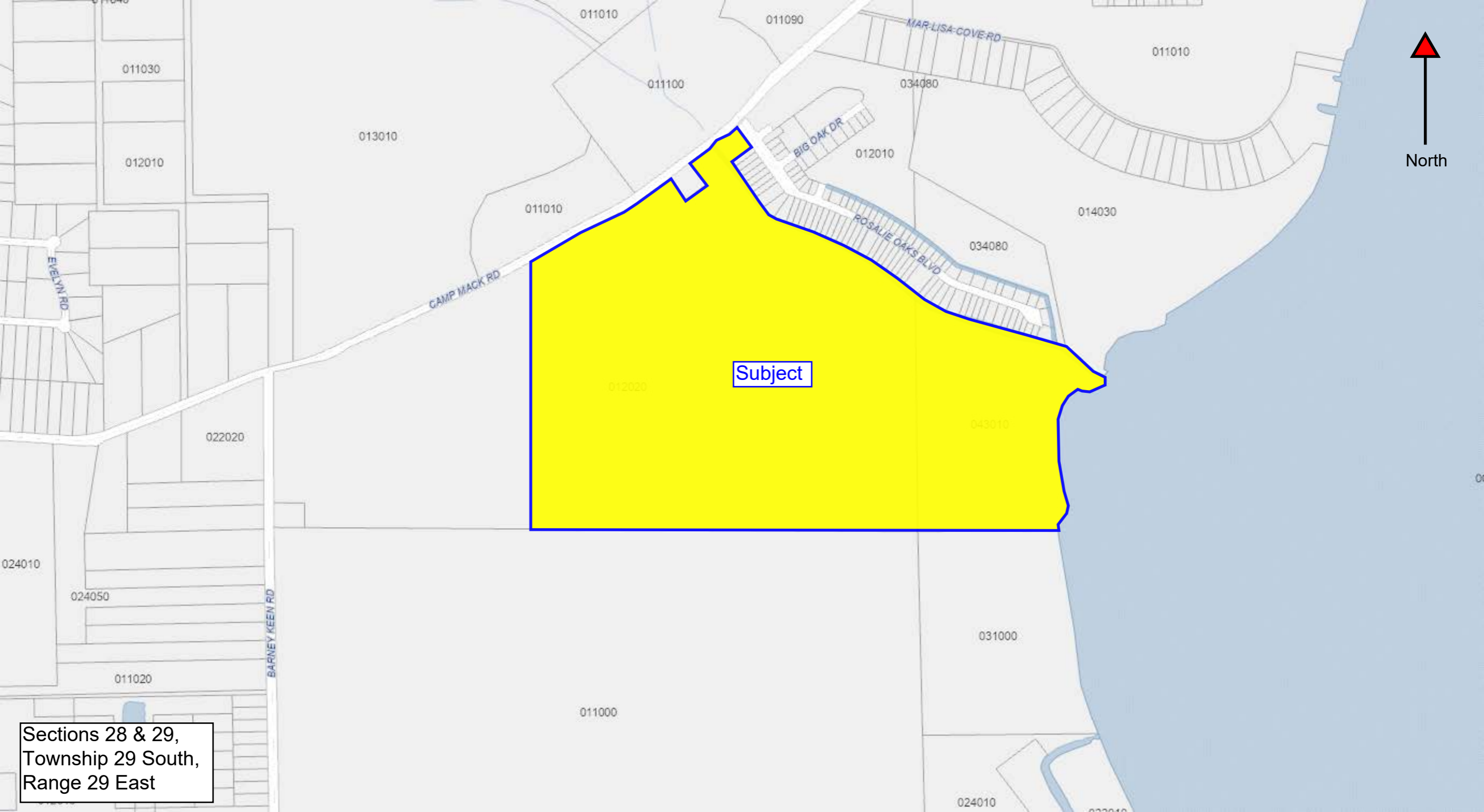
Saddiebag Lake

Hesperides

Highway 60 E

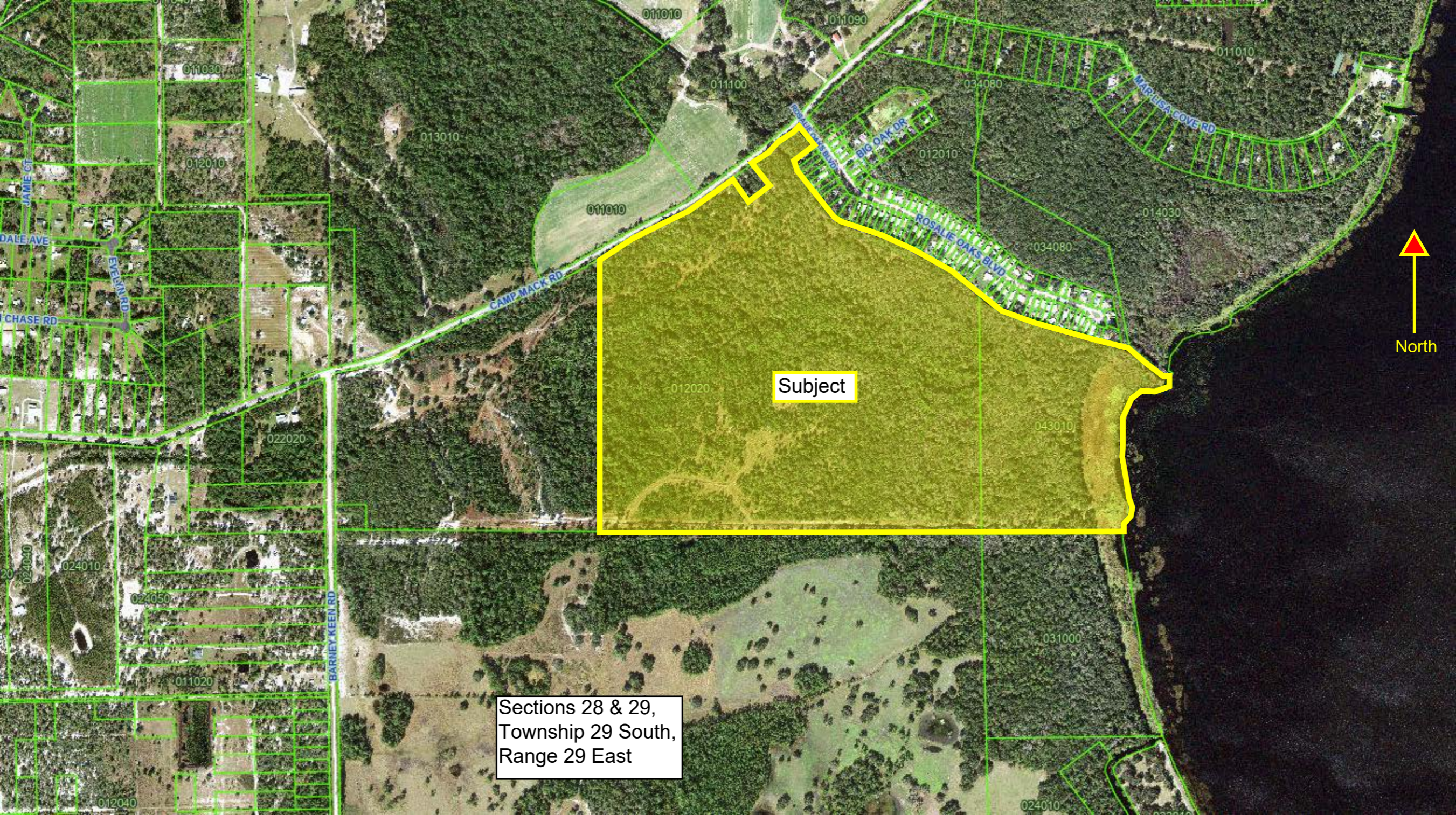
60

Sections 28 & 29,  
Township 29 South,  
Range 29 East



Subject

Sections 28 & 29,  
Township 29 South,  
Range 29 East



Subject

Sections 28 & 29,  
Township 29 South,  
Range 29 East



North

## 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 LA CALA, LLC, a Florida limited liability company, whose address is 252 Shore Drive, Miramar Beach, FL 32550, 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 225-acres, identified as Parcel ID Number 292928-000000-043010 and a portion of Parcel ID Number 292929-000000-012020, 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, all improvements on the land and all of Seller's 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 Two Million Nine Hundred Eighty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$2,981,250). The Total Purchase Price is based on an estimated total area of the Property in the amount of 225 acres. In the event that the Survey as contemplated in Section 9 herein establishes a



total acreage which is less or more than the amount stated herein, then the Total Purchase Price shall be adjusted to an amount equal to the total acreage times the per acreage price of \$13,250. 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 May 19, 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 date may be no later than May 19, 2026. If this Agreement is not approved on behalf of the Purchaser by May 19, 2026, this Agreement shall automatically terminate without further notice, and the parties shall have no further rights or 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 will 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 Property, including acreage, as depicted on Exhibit "A" was based on information available at the time of this Agreement without the benefit of a Survey. Purchaser and Seller agree that the description contained in the Survey shall supersede the depiction shown on Exhibit "A" and shall be the prevailing description for the Closing, provided that such legal description generally describes the same property depicted on Exhibit "A". Seller has requested to retain at least the west 80-acres of Parcel ID Number 292929-000000-012020. In the event that, after excluding said 80-acres, the remainder of Parcel ID Numbers 292929-000000-012020 and 292928-000000-043010 is less than 225-acres then the Total Purchase Prices shall be reduced as stated in Section 3 herein. In no event shall the Property exceed 225-acres and any excess acreage determined by the Survey shall be included in the Seller's retained property.

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 (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 Total Purchase Price. 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 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. 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.

(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 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 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, 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, 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.

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 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 Total Purchase Price by Polk County Board of County Commissioners.

(d) Approval 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 in the 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 from all further rights and obligations under this Agreement with respect to each other.

21. CLOSING PLACE AND DATE. The Closing shall occur on or before June 19, 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 July 20, 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. Sellers assume 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 Sellers and the Closing Date, then the following provisions shall apply: (a) Sellers 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 Sellers or (ii) move forward and close this transaction, in which event Sellers 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 Total Purchase Price; except, Purchaser shall be entitled to any and all insurance proceeds and other compensation paid or payable to Sellers because of such loss or damage and Sellers' rights thereto shall be assigned to Purchaser at Closing (or Sellers 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.

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.

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. 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. Notices.

(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: La Cala, LLC  
c/o Marc P. Malpeli, Manager

252 Shore Drive  
Miramar Beach, FL 32550

(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 carrier, 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 courier and the notice will be deemed received on the next business day after the date deposited with the commercial carrier.

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 Warranty 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 IS INTENDED TO BE A LEGALLY BINDING CONTRACT.



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

WITNESSES AS TO SELLER:

[Signature]  
(WITNESS)

Richard L. Hopper  
(PRINTED NAME OF WITNESS)

[Signature]  
(WITNESS)

Tony Rodriguez  
(PRINTED NAME OF WITNESS)

SELLER:

La Cala, LLC, a Florida limited liability company

BY: [Signature]  
Marc P. Malpeli, Manager

STATE OF FLORIDA

COUNTY OF Walton

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13 day of April, 2026, by Marc P. Malpeli, as Manager of La Cala, LLC, a Florida limited liability company, who signed on behalf of said company. He  is personally known to me or  has produced FLDL as identification.

(SEAL)



SHAWN RUMFELT  
Commission # HH 694777  
Expires October 30, 2029

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Shawn Rumpfelt

(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 10-30-29  
COMMISSION NO.: 694777

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"**

