

1. Agenda

Documents:

[02.17.2026 CC AGENDA.PDF](#)

2. Agenda Packet

Documents:

[02.17.2026 CC AGENDA PACKET.PDF](#)

City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL. 33850



Phone: (863) 291-5270
Visit: MyLakeAlfred.com

**AGENDA
CITY COMMISSION / CRA
TUESDAY, FEBRUARY 17, 2026
7:00 PM
CITY HALL**

Call to Order: Mayor Mac Fuller

Invocation and Pledge of Allegiance

Roll Call: Linda Bourgeois, City Clerk

City Manager & City Attorney Announcements

Presentation: Fire Department

Recognition of Citizens: Items that are not on the Agenda

Special Recognition(s)

Consent Agenda:

- 1.) City Commission Meeting Minutes for February 2, 2026
- 2.) City Commission Announcements
- 3.) Purchase: City Hall Digital Sign Replacement
- 4.) Purchase and Sales Agreement: Lock Street

Agenda:

- 1.) Ordinance 1574-26: Tree O' Groves Annexation
- 2.) Resolution 02-26: Acceptance and Conveyance of Property
- 3.) Bid Award: Haines Boulevard Downtown Project Water Line Relocation
- 4.) Department Updates

Recess City Commission Meeting / Call to Order CRA Meeting / Roll Call

Consent Agenda:

- 1.) Community Redevelopment Meeting Minutes for November 3, 2025
- 2.) CRA Annual Report

Agenda:

- 1.) Bid Award: Haines Boulevard Downtown Streetscape Project

Adjourn CRA Meeting / Reconvene City Commission Meeting / Roll Call

Recognition of Citizens: Please Limit Your Comments to 5 Minutes.

Commissioner Questions and Comments:

Commissioner Dearmin
Mayor Fuller
Vice Mayor Daley
Commissioner Robinson, Jr.
Commissioner Eden

Adjourn

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

Consent Agenda:

All matters listed under this item are considered to be routine, and action will be taken by one motion without discussion. If a discussion is requested by a commissioner, that item(s) will be removed from the Consent Agenda and considered separately.

1.) City Commission Meeting Minutes for February 2, 2026

Attachments:

- Draft Minutes

Analysis: Please review the minutes at your earliest convenience, and if there are any questions, comments, or concerns, please contact City Clerk Linda Bourgeois at (863) 291-5270.

2.) City Commission Announcements

Analysis: Each of the meetings/events scheduled below may constitute a public meeting at which two or more City Commissioners or Board Members may attend and discuss issues that may come before the City Commissioners.

DATE	MEETING/ EVENT	LOCATION	TIME
2/19	School Zone Speed Enforcement	City Hall	Canceled
2/19	Code Enforcement Special Magistrate	City Hall	3:00 PM
2/21	Tedx	Mackay House	11:30 AM
2/26	Planning and Zoning Board	City Hall	Canceled
2/28	Ribbon Cutting	Raise the Bar and Grill	12:00 PM
3/2	City Commission Meeting	City Hall	7:00 PM
3/7	Heritage Festival	Pomelo Street	10 AM – 2 PM

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

3.) Purchase: City Hall Digital Sign Replacement

Attachments:

- Bid Summary and Quotes (Single Source)

Analysis: The current sign was approved for purchase on February 20, 2017, for \$30,714.94 and has met the end of its lifecycle. The sign has been repaired several times and continues to have glitches. The proposal is for a new digital sign to replace the marquee in front of City Hall, which currently displays City events and public notices to citizens. The new digital sign will display graphics and cycle through multiple messages, with the animated capabilities included with the new software. The digital screen will be the same size as the existing one. Cypress Signs is a single source for the Watchfire sign, and they provided two quotes based on the pixel size.

- Cypress Signs: \$36,885 – 8mm
- Cypress Signs: \$32,852 – 10mm

The city recommends the smaller pixel size (8mm) for the clarity it would provide, and the minimal price difference compared to the larger pixel size (10mm) quoted for \$36,885. Funding is available in general operations and facility maintenance to accommodate the expense.

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

4.) Purchase and Sales Agreement: Lock Street

Attachments:

- Purchase and Sales Agreement
- Appraisal

Analysis: The City of Lake Alfred is a project participant in the Southeast Wellfield Project and has committed to receive 1 million gallons per day in alternate water supply through the project. The primary water main is located along US 27 and will connect to various cities along the ridge including the City of Winter Haven. The project design is to wheel our water through the City of Winter Haven's utility system through an interconnect we have with them on Lock Street. In order to facilitate the reception of this water into our system the City needs to build a receiving station (which is effectively a water plant) as close to the interconnect with the City of Winter Haven as possible.

On February 17, 2025, the City Commission authorized the purchase and sales agreement for a parcel of land on Lock Street that is across the street from the interconnect. During the initial due diligence, a title issue was discovered from an old plat. This issue has since been resolved to the satisfaction of the City. The owner has tentatively agreed to a purchase price of \$250,000. Recently, the property was appraised at \$120k; it is part of a larger commercial property with frontage on US 17/92. Additionally, the property is ideally located near the interconnect and has sufficient acreage for the receiving station. This will significantly reduce the length and cost of the main water line required to connect the receiving station to the interconnect.

The expenses associated with the receiving station have been included in the FY 25/26 Budget and the 5-year Capital Improvement Program. The City has received \$500,000 in Heartland Grant funds, through the Polk County Water Cooperative and the State of Florida, for the property purchase and design costs associated with the receiving station. The City and the Cooperative will continue advocating for additional grant funding to cover the receiving station's construction costs. The end goal is to secure sufficient grant funding to fully cover the property, design, and construction costs for the receiving station through the Water Cooperative.

Staff recommends approval of the Purchase and Sales Agreement for the Lock Street property in the amount of \$250,000, plus survey costs and doc stamps, for a total of approximately \$256,875.

Staff Recommendation: Approve the Consent Agenda

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

1.) Ordinance 1574-26: Tree O' Groves Annexation

Issue: The City Commission will consider a voluntary annexation request.

Attachments:

- Ordinance 1574-26 with Exhibit

Analysis: Pursuant to Florida Statutes Chapter 171, the City may consider the annexation of unincorporated areas of a county that are contiguous to the municipality, compact, and will not create an enclave. The applicant has submitted to the City voluntary annexation petitions under Chapter 171.044 to request the annexation of one (1) parcel into the city limits of Lake Alfred.

This is a triangular area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane.

The action currently before the City Commission is only on the annexation of the property into the City. If approved, establishing Future Land Use and Zoning designations would be considered in future action items presented to the Planning and Zoning Board and City Commission. If approved on the first reading, the proposed Ordinance will be presented for the second and final reading on March 2, 2026.

Staff Recommendation: Approve Ordinance 1574-26 on first reading.

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

2.) Resolution 02-26: Tree-O Groves Property Acceptance and Conveyance

Issue: The City Commission will consider approving the acceptance of the property from Tree-O Groves, Inc.

Attachments:

- Resolution 02-26

Analysis: The City of Lake Alfred is accepting the conveyance of real property from Tree-O Groves, Inc. for one (1) unimproved parcel totaling approximately 4.3496 +/- acres.

The Special Warranty Deed was recorded on January 21, 2026, in Official Records Book 13853, Pages 1751-1752, public records of Polk County, Florida. The proposed resolution officially accepts the conveyance of the property.

The property being accepted is a key piece between two prospective developments and is needed to facilitate a road connection in the future in accordance with the City's Transportation Master Plan. The City is accepting ownership of the property now while engaged with the current property owner so that it isn't sold or transferred to a third party.

Staff Recommendation: Approve Resolution 02-26.

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

3.) Bid Award: Haines Boulevard Downtown Project Water Line Relocation

Issue: The City of Lake Alfred City Commission will consider approval of awarding the Haines Boulevard Waterline Replacement Project bid to Odum Contracting.

Attachments: Bid Summary Sheet with quotes

Analysis: The City's Community Redevelopment Agency has a project in the current FY 25/26 budget to renovate and upgrade the streetscaping - including pavers, lighting, landscaping, etc. - on Haines Boulevard. In scoping out and preparing for the project, it was determined that much of the current landscaping is rootbound in areas and will need to be relocated. In planning for the relocation, it was discovered that the existing landscaping is directly over the water main on Haines Boulevard and that the root systems are entangled with the water main.

The proposed project will replace the existing 6-inch water main along Haines Boulevard. The water main being replaced was installed more than 50 years ago and is eligible for replacement. Proactively replacing the water main in advance of water breaks will reduce the risk of service disruptions, emergency repairs, and project delays.

Additionally, part of the project is inserting valves on either end of the project length, which will allow for isolation of portions of the water system. This is beneficial as it will allow this portion of the main to be isolated if there was ever a need for future repairs without having to shut off much larger sections of the system (especially in the center of town which has the oldest pipes closest to the original water plant).

The following bids were submitted:

1. Odum Contracting	\$115,887
2. Tri-Sure Corporation	\$117,000
3. Con-Sure, Inc.	\$117,700

The City has budgeted \$650,000 to be placed into enterprise reserves in the current FY 25/26 and the project cost will be tentatively offset by this amount.

Staff Recommendation: Approve the bid award to Odum Contracting in the amount of \$115,887 for the Haines Boulevard Waterline Replacement Project.

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

4.) Department Updates

Issue: The City Commission will hear presentations and updates from a few of the City's departments. These include the Finance department, City Clerk/ADA Coordinator/Special Projects, and Human Resources.

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

CRA Consent Agenda

1.) Community Redevelopment Agency Meeting Minutes

Attachments:

- Draft Minutes for November 3, 2025

Analysis: Please review the minutes at your earliest convenience, and if there are any questions, comments, or concerns, please contact City Clerk Linda Bourgeois at (863) 291-5270.

2.) CRA Annual Report

Attachments:

- CRA Annual Report

Analysis: Pursuant to Chapter 163, Florida Statutes, a Community Redevelopment Agency is required to file an annual report with the county or municipality that created the agency and publish the report on the agency's website. The report must include the following information:

The most recent complete audit report of the redevelopment trust fund as required in s. 163.387(8), and the performance data for each plan authorized, administered, or overseen by the community redevelopment agency as of December 31 of the reporting year.

This report includes:

1. The total number of projects started and completed and the estimated cost for each project.
2. Total expenditures from the redevelopment trust fund.
3. Original assessed real property values within the community redevelopment agency's area of authority as of the day the agency was created.
4. Total assessed real property values of the property within the boundaries of the Community Redevelopment Agency as of January 1 of the reporting year.
5. Total amount expended for affordable housing for low-income and middle-income residents.

Staff Recommendation: Approve the CRA Consent Agenda

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

CRA AGENDA:

1.) Bid Award: Haines Boulevard Downtown Streetscape Project

Issue: The Community Redevelopment Agency will consider awarding the CRA Haines Boulevard Streetscape Project.

Attachments

- Bid Summary

Analysis: The Downtown Streetscape Project includes the installation of new brick pavers, decorative light poles, relocation and replacement of existing trees, and the addition of new benches and trash receptacles along the downtown corridor. This CRA project will integrate the beautification component of all three projects, including the waterline relocation and curbing reconstruction. The curbing reconstruction project will be brought forward for consideration at a future city commission meeting as a complete street project.

This project is intended to create a more cohesive, pedestrian-friendly environment that supports downtown businesses and improves the overall appearance of the corridor.

The following bids were submitted:

1. Whitehead Construction	No Bid
2. Henkelman Construction	No Bid
3. JCR Construction Services	\$230,860

The proposed project was included in the current CRA FY 25/26 Budget with \$275,000 budgeted to complete the project.

Staff Recommendation: Approve the bid award to JCR Construction Services in the amount of \$230,860 for the Haines Boulevard Downtown Project.

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Roll Call: Linda Bourgeois, City Clerk

City Manager & City Attorney Announcements

Presentation: Fire Department

Recognition of Citizens: Items that are not on the Agenda

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Adjourn CRA Meeting / Reconvene City Commission Meeting / Roll Call

Recognition of Citizens: Please Limit Your Comments to 5 Minutes.

Commissioner Questions and Comments:

Commissioner Dearmin
Mayor Fuller
Vice Mayor Daley
Commissioner Robinson, Jr.
Commissioner Eden

Adjourn

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FEBRUARY 17, 2026

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Analysis: Each of the meetings/events scheduled below may constitute a public meeting at which two or more City Commissioners or Board Members may attend and discuss issues that may come before the City Commissioners.

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2/26	Planning and Zoning Board	City Hall	Canceled
2/28	Ribbon Cutting	Raise the Bar and Grill	12:00 PM
3/2	City Commission Meeting	City Hall	7:00 PM
3/7	Heritage Festival	Pomelo Street	10 AM – 2 PM

**MINUTES
CITY COMMISSION
MONDAY, FEBRUARY 2, 2026
7:00 PM
CITY HALL**

Call to Order: Mayor Fuller called the City Commission meeting to order at 7:00 p.m. in the City Commission Chambers, 120 E. Pomelo Street, Lake Alfred, FL. 33850.

Invocation and Pledge of Allegiance: Dorian Harris of St. Paul AME Church of Lake Alfred provided the invocation, and Mayor Fuller led the Pledge of Allegiance.

Roll Call: Linda Bourgeois, City Clerk

City Commissioners in attendance: Mayor Mac Fuller, Vice Mayor Nancy Daley, Commissioner Brent Eden, Commissioner Jack Dearmin, and Commissioner Ronnie Robinson Jr.

Staff in attendance: City Manager Ryan Leavengood, City Attorney Seth Claytor, Human Resources Director Margarita Martin, Parks and Recreation Director Emily Deal, Chief Art Bodenheimer, Assistant to the City Manager Brenn Hines, Fire Chief Darius Livingston, and Finance Director Amber Deaton.

The City Manager announced the following:

1. The City Offices will be closed on Monday, February 16, 2026, in observance of Presidents' Day. There are no changes to the sanitation schedule.
2. The next City Commission meeting will be held on Tuesday, February 17, 2026.
3. The Historic Fruitland Park Community Reunion will be held this Saturday, February 7, 2026, from 11 a.m. to 3 p.m. at the Albertus Maultsby Community Center.
4. TEDx will be hosted by Dr. Jessica Pryce on Saturday, February 21, 2026, at 12:30 p.m. at Mackay Gardens and Lakeside Preserve. This is a ticketed event and registration is required. Tickets and registration are available through Eventbrite.com.
5. The ribbon cutting for Raise the Bar and Grill will be held on Saturday, February 28, 2026, at noon.
6. The Oasis is now open, and the facility looks good. A round of applause was given by the audience.

City Attorney Claytor said he remained grateful to represent the great City of Lake Alfred.

Recognition of Citizens

Maitwa of Griffon Avenue shared that he has launched a youth soccer program at no cost to families. He shared that he has about 25 children who attend each week. He appreciates being able to give back to the community and wanted to introduce himself to the City Commission.

A brief discussion ensued and it was shared that the ages were six to twelve years of age and that the city staff would consider purchasing soccer goals for the field.

Employee Recognition – Mike Haney, Employee of the First Quarter

Parks and Recreation Deal said she was happy to announce our employee of the quarter as Mike Haney. Mike has been here just a little over a year, but it's hard to imagine the Parks and Recreation Department without him. He often works behind the scenes, but always with care and above and beyond.

Mike helps keep the parks clean, safe, and welcoming and he is always ready to assist even if it's not his normal hours. He is a reliable teammate who leads by example and takes genuine pride in serving the public. Mike has graciously been a backup for the Parks Superintendent, when he's out, and in a new capacity a liaison with our volunteer organization that takes care of the Mackay Gardens and Lakeside Preserve. We affectionately nicknamed him Plant Mike, if you see a plant around Lake Alfred chances are Mike has been involved with it. Mike, thank you for your dedication and impact not only to the Parks department but to the whole city and congratulations on this well-deserved recognition of employee of the first quarter.

Herb Nigg – Appreciation and Recognition of Service to the City of Lake Alfred.

City Manager Leavengood read the appreciation plaque into the record.

Code Enforcement Board – 1988 - 1989

Charter Review Committee – 2000, 2010, and 2020

Planning and Zoning Board - 2000 – 2006 and 2019 – 2025

Board of Adjustment 2011, 2012, and 2021

Historical Society 2016- Present

We know we don't like the word retirement here in the City of Lake Alfred and while not an employee, Herb Nigg was a long-time volunteer serving on several city boards throughout his career. He thanked him for his faithful service to the City of Lake Alfred.

Herb Nigg thanked the City Commission and encouraged everyone to go and volunteer for a board to learn about the city and meet a lot of nice people.

Discovery Academy Biz Town Mayoral Winner

Mayor Fuller recognized Emanuel for being one of the winners of the Mayoral campaign at Discovery Academy. He said he was proud to recognize him at the City Commission Meeting.

Emanuel Airas shared he moved from New York about seven months ago and had started playing soccer at the age of five years old. He said soccer is something he loves. He said he was lucky to find a soccer team here that has made him feel like a part of the family. He said he plays with many students from Lake Alfred Elementary and has seen them leave the team because their families cannot afford it. He is here today to discuss the health benefits of soccer, exercise, and eating well. When he concluded, he thanked the City Commission for its support.

Black History Month Proclamation

Mayor Fuller read the Black History Month Proclamation into the record, and it was accepted by Wanda Daley.

Wanda Daley thanked the City of Lake Alfred for all its efforts to celebrate Black History Month. She said Black History should be celebrated every day and not just in February. She announced the second annual Black History celebration this Saturday, February 7, 2026, at the Albertus Maultsby Community Center beginning at 11:00 AM. Thank you.

Presentation: Visioning of Downtown Property

Robert Beltran of Dewberry presented the conceptual drawings for the downtown property.

Presentation Overview

- Create development standards for a future downtown that aligns with our community identify
- Develop options for downtown parcel to Serve the Community Needs
- Provide professional and retail spaces with Restaurant Option

He provided drawings of one-story, two-story, and multiple-story renderings showing the potential to have a cornerstone restaurant on the property, on-street parking, retail, restaurants, and potential mixed-use with residential on the top floors.

During the discussion, it was noted that the parcel is approximately 3 acres, with outdoor seating areas, multi-directional traffic, and potential for joint use with several dining options. Further discussion included a high-end restaurant, a courtyard, trees, and brick pavers on the sidewalk.

Mayor Fuller asked what the city was planning to do with the city property on Seminole Avenue and it was shared that it could be used as a communal activity area and parking.

The city intends to work on a proposal to test the market for development.

The mayor opened the floor to public comments.

Rob Parrish asked when the city could start.

The mayor closed the floor to public comments.

Mayor Fuller presented the Consent Agenda. The agenda was updated to remove the purchase and sales agreement for Lock Street, which is anticipated to be placed on the Tuesday, February 17, 2026, City Commission meeting agenda.

Consent Agenda:

- 1.) City Commission Meeting Minutes for January 5, 2026
- 2.) City Commission Announcements
- 3.) ~~*Purchase and Sales Agreement: Lock Street~~

Mayor Fuller opened the floor to public comments and, seeing no one, he closed it.

Commissioner Dearmin moved to approve the Consent Agenda. **Commissioner Robinson** seconded the motion, which was unanimously approved.

Mayor Fuller presented the first item of business for consideration.

1.) Bid Award: City Administration Expansion Furniture Purchase

The city manager presented the analysis. The City of Lake Alfred's Finance and Community Development Departments will be relocating to the former bank building. To accommodate this transition, the new facility will require furnishings, including desks, chairs, credenzas, filing cabinets, lobby seating, and a conference room table. Historically, the City has used Office Furniture Depot because it provides furniture at State Contract pricing and offers a turnkey solution. In preparation for this purchase and to ensure competitive pricing, the City obtained additional quotes from furniture suppliers for a combination of laminate and veneer furnishings.

All quotes were vetted by City staff to ensure consistency in furniture color and quality.

- | | |
|--------------------------------|------------------------------|
| 1. Office Furniture Depot | \$ 90,446.64 |
| 2. GLT | \$ 96,086.42 |
| 3. National Business Furniture | \$ Received – Not Responsive |

Staff Recommendation: Purchase from Office Furniture Depot in the amount of \$90,446.64.

Ashley Jones of Office Furniture Depot was in attendance to answer any questions. She said the pricing trends over the last five years have now been impacted by tariffs and surcharges ranging from 18% - 30% depending on the manufacturer. She explained the differences in quality with veneer versus commercial laminate, and residential grade laminate. They work with over 100 municipalities in providing furniture needs and with assembly and installation. The chairs quoted are versatile, ergo dynamic, and are rated up to 300 pounds. There are thirteen offices, a conference room, copy room, lobby, and five teller stations that need furniture. This will be a turnkey operation with Office Furniture Depot assembling the furniture onsite.

Mayor Fuller opened the floor to public comments and, seeing no one, he closed it.

Commissioner Dearmin moved to approve the purchase of the City Administration Expansion to Office Furniture Depot in the amount of \$90,446.64. **Commissioner Eden** seconded the motion, which was unanimously approved.

Mayor Fuller presented the next item of business for consideration.

2.) Bid Award: Public Works Facility Expansion

The city manager presented the analysis. The proposed expansion of the Public Works facility includes demolishing three existing concrete masonry buildings to improve site functionality. The project also includes constructing a new concrete wall with brick veneer around the entire public works site and installing gates to enhance access control and security. In addition, the former gymnasium will be converted into bay doors to better support Public Works operations and equipment storage. These improvements are intended to enhance operational efficiency, security, and the facility's long-term usability.

The following bids were submitted:

- | | |
|---------------------------|-----------|
| 1. Tim Riner Construction | \$143,420 |
|---------------------------|-----------|

- | | |
|---------------------------|-----------|
| 2. Henkelman Construction | \$182,934 |
| 3. G&G Site Development | \$196,410 |

This project was included in the current FY 25/26 Budget with \$250,000 budgeted from general government impact fees. This is a growth-related project as it will expand capacity for public works operations.

Staff recommendation is to approve the bid award to Tim Reiner Construction in the amount of \$143,420 for the Public Works Facility renovation.

Mayor Fuller opened the floor to public comments and, seeing no one, he closed it.

A brief discussion ensued about the demolition of the buildings and making storage bays out of the old gymnasium behind the public works training center.

Commissioner Dearmin moved to approve the bid award to Tim Riner in the amount of \$143,420. **Commissioner Robinson** seconded the motion, which was unanimously approved.

Mayor Fuller presented the next item of business for consideration.

3.) Bid Award: Lois Blvd. Lift Station Renovation

The city manager presented the analysis. He said these lift station improvements are necessary to extend the lift station's service life, reduce maintenance issues, and ensure reliable wastewater service for the surrounding area. The proposed project includes rehabilitation and mechanical improvements to the existing lift station on Lois Boulevard.

The scope of work will include setting up a temporary bypass pumping system to maintain uninterrupted wastewater service during construction. The lift station will be pumped down, and the existing pumps, associated piping, bases, and internal vault piping will be removed and replaced. Upon completion, the lift station will undergo testing to verify proper operation, after which the system will be returned to service.

The following bids were submitted:

- | | |
|-----------------------------|-----------|
| 1. Odom Contracting | \$109,770 |
| 2. Coastal Pump & Equipment | \$121,299 |
| 3. Tri-Sure Corporation | \$145,000 |

Funding in the amount of \$150,000 was included in the FY 25/26 Budget for this project.

Staff recommendation is for approval of the bid award to Odom Contracting in the amount of \$109,770 for the Lois Blvd. lift station.

Mayor Fuller opened the floor to public comments, and seeing no one he closed it. [Brenda Arnold's comments were moved to recognition of citizens]

Vice Mayor Daley moved to approve the bid award to Odom Contracting in the amount of \$109,770. **Commissioner Dearmin** seconded the motion, which was unanimously approved.

Recognition of Citizens

Brenda Arnold of 435 W. Pierce Street said she liked the conceptual drawings for the downtown city property and would like to see a nice restaurant there where people can take their families. She agreed with Wanda Daley that Black History should be every day and not just celebrated once a month. She thanked the Police Chief, the Parks and Recreation Director, and the Finance Director. She said she would keep everyone in her prayers and encouraged everyone to stay safe and warm.

Aaron Nangle of 1440 Melrose Street applauded the city for assistance in getting the builders to fix the hill behind his house. He said it took them three times to get it right. He thanked the city staff and City Commissioners.

Rob Parrish of Eden Hills said he appreciated the two-story concept the best and the location was great. He said this cornerstone concept could be used in other areas as well. He thanked the city for digging into the vision and shared that when he moved here he knew the city was older but not run down. He likes the people he has met and the town is great.

City Commission Questions and Comments

Mayor Emanuel Arias of Discovery Academy said it was nice to attend and it was a great meeting.

Commissioner Eden thanked both Chiefs in the back and the staff saying there is no retiring here in Lake Alfred. He spoke about Tedx event and asked if the Police and Fire Departments could set up booths outside of the event. He spoke about the soccer saying sports and education is in his hallmark and he was partnering with the youth football league. He noted that volunteers are special and commended Mike. He said to stay healthy and reminded everyone that the Super Bowl was this weekend. Thank you.

Commissioner Dearmin said it was great to have citizens in the meetings and shared he saw the recent article on the new Publix. He said the city was moving up and was glad to see us recognized. He thanked the City Manager, City Commission and Mayor for the trip to Polk County Day as it was a great trip. Thank you.

Mayor Fuller echoed Commissioner Dearmin's comments about Polk County Day and the recognition of Publix. He shared about attending the Legislative Action Days, Polk County Day, the retirement of Senator Ben Albritton, and educating citizens about state legislation regarding bills such as property taxes. He spoke about the Florida League of Mayors and becoming a board member which allowed him to continue learning, and the Flight to Honor program. He shared that the Flight to Honor event would be held on May 5, 2026, at the Lakeland Linder Airport. He asked about the large green buildings on the Growers Fertilizer site and it was shared they would be demolished as a part of the Brownfield cleanup. Thank you.

Vice Mayor Daley shared her visit with the City Manager to meet with Colleen Burton, the Governor's ability to veto bills, and suggested always copying the Governor's office on any correspondence. She shared the upcoming Ridge League of Cities dinner was on Thursday, February 12, 2026 at 7:00 PM in Lake Wales. She continued and spoke about the upcoming Volunteer Day at the Mackay Gardens and Lakeside Preserve this Saturday morning. Recently, they hosted a 2025 volunteer appreciation luncheon to recognize preserve volunteers for 2,468 hours of service, which equated to about \$81,440.00 in value to the city. Thank you.

Commissioner Robinson, Jr., thanked the city staff and the Chiefs in the back. He spoke about his first trip to Tallahassee for Polk County Day and said that Lake Alfred is a beautiful, family-friendly city in which to live and serve. He is grateful to be here. He said he is an eternal student and encouraged everyone to keep learning and to stay active. He shared that the Chamber of Commerce was recently dissolved and is dormant due to volunteer deficits. He encouraged the soccer players and students to keep going and not to give up. He thanked Herb Nigg and said he was super excited for the upcoming events. Thank you.

Without further discussion, the City Commission meeting was adjourned at 8:53 p.m.

Respectfully submitted,

Linda Bourgeois, BAS, MMC, City Clerk

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

3.) Purchase: City Hall Digital Sign Replacement

Attachments:

- Bid Summary and Quotes (Single Source)

Analysis: The current sign was approved for purchase on February 20, 2017, for \$30,714.94 and has met the end of its lifecycle. The sign has been repaired several times and continues to have glitches. The proposal is for a new digital sign to replace the marquee in front of City Hall, which currently displays City events and public notices to citizens. The new digital sign will display graphics and cycle through multiple messages, with the animated capabilities included with the new software. The digital screen will be the same size as the existing one. Cypress Signs is a single source for the Watchfire sign, and they provided two quotes based on the pixel size.

- Cypress Signs: \$36,885 – 8mm
- Cypress Signs: \$32,852 – 10mm

The city recommends the smaller pixel size (8mm) for the clarity it would provide, and the minimal price difference compared to the larger pixel size (10mm) quoted for \$36,885. Funding is available in general operations and facility maintenance to accommodate the expense.

City of Lake Alfred BID SHEET
--

Date Requested: 2-9-26	Requesting Department: City Admin
Purchase Order:	Amount of Purchase: \$36,885.30
G/L Code:	

Equipment or items being purchased:		
City Hall Marquee Sign Replacement		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
Cypress Signs	MJ, 863-294-1683	\$32,852.70
Cypress Signs	MJ, 863-294-1683	\$36,885.30
Cypress Signs is a single source provider for the digital marquee sign. They installed the original sign and are the only provider for Watchfire Signs. The price difference is due to a difference in pixel sizes. The 8mm sign is recommended over the 10mm because the smaller the pixels the better the clarity of the sign.		

Approval Requirements:	
Department Director	Date:
City Manager	Date:

Proposal

Cypress Signs

160 Spirit Lake Road
Winter Haven, FL 33880-1242
Ph: 863-294-1683 USA Fax: 863-293-4614

Proposal Submitted To:	Job Location:	Date:
City of Lake Alfred 155 E. Pomelo Street Lake Alfred, FL 33850	City of Lake Alfred 155 E. Pomelo Street Lake Alfred, FL 33850	Feb 9, 2026
		Quote:
		10161
		Page: 1

Customer ID	Good Thru	Payment Terms	Sales Contact
City of Lake Alfred	3/11/26	Net 10 Days	MJ
Customer Contact	Email	Phone	
Aubrey Fuller	afuller@mylakealfred.com	863-291-5270	

Qty	Description	Amount
	CYPRESS SIGNS IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL WIRING TO SIGN LOCATION. THERE MUST BE PRIMARY WIRING WITHIN 5' OF SIGN LOCATION FOR CONNECTING SIGNS.	
	COLOR 10MM LED Message Center: Watchfire. Cabinet size: 5'-5" x 8'-3"; Active area: 5' x 8'. Computer not included. Ignite OPx (cloud-based).	
	*5 YEAR PARTS & LABOR WARRANTY INCLUDED.	
	*TRAINING INCLUDED.	
	*LIFE OF SIGN CELLULAR DATA PLAN INCLUDED.	
	Electrical Service: 120 Volt, 24 amps per face / 24 amps total Single Phase Service.	
1.00	Replace existing LED sign with new 5' x 8' 10mm Watchfire led digital display	32,852.70
1.00	Clean and repaint sign	

CONFIDENTIAL

50% Deposit Required To Proceed
3% Surcharge For Credit Card Payments

We Propose hereby to furnish material and labor complete in accordance with the above specifications

Subtotal	32,852.70
Sales Tax	
TOTAL	32,852.70

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The above work and material remain property of Cypress Signs until PAID IN FULL. Cypress Signs reserves the right of ingress and egress, including the right to remove signs and material described above from the property in the event of default of the contract. All payments on any account, bill or invoice are due upon receipt of the billing. Any account, bill or invoice not paid within 10 days of the billing date will be charged a 1-1/2% (annual percentage rate 18%) on the unpaid monthly balance. In connection with the collection of any overdue balance or with a litigation arising out of the contract. Cypress Signs shall be entitled to recover all costs incurred including a reasonable attorney's fee.

Customer Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Cypress Signs authorized to do the work specified. Payment will be made as outlined above.

Date: _____

Print Name: _____

Drivers Lic # or Fed ID# _____

Signature: _____

Proposal

Cypress Signs

160 Spirit Lake Road
Winter Haven, FL 33880-1242
Ph: 863-294-1683 USA Fax: 863-293-4614

Proposal Submitted To:	Job Location:	Date:
City of Lake Alfred 155 E. Pomelo Street Lake Alfred, FL 33850	City of Lake Alfred 155 E. Pomelo Street Lake Alfred, FL 33850	Feb 9, 2026
		Quote:
		10160
		Page: 1

Customer ID	Good Thru	Payment Terms	Sales Contact
City of Lake Alfred	3/11/26	Net 10 Days	MJ
Customer Contact	Email	Phone	
Aubrey Fuller	afuller@mylakealfred.com	863-291-5270	

Qty	Description	Amount
	CYPRESS SIGNS IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL WIRING TO SIGN LOCATION. THERE MUST BE PRIMARY WIRING WITHIN 5' OF SIGN LOCATION FOR CONNECTING SIGNS.	
	COLOR 8MM LED Message Center: Watchfire. Cabinet size: 5'-5" x 8'-3"; Active area: 5' x 8'. Computer not included. Ignite OPx (cloud-based).	
	*5 YEAR PARTS & LABOR WARRANTY INCLUDED.	
	*TRAINING INCLUDED.	
	*LIFE OF SIGN CELLULAR DATA PLAN INCLUDED.	
	Electrical Service: 120 Volt, 28 amps per face / 28 amps total Single Phase Service.	
1.00	Replace existing LED sign with new 5' x 8' 8mm Watchfire led digital display	36,885.30
1.00	Clean and repaint sign	

CONFIDENTIAL

50% Deposit Required To Proceed
3% Surcharge For Credit Card Payments

We propose hereby to furnish material and labor complete in accordance with the above specifications

Subtotal	36,885.30
Sales Tax	
TOTAL	36,885.30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The above work and material remain property of Cypress Signs until PAID IN FULL. Cypress Signs reserves the right of ingress and egress, including the right to remove signs and material described above from the property in the event of default of the contract. All payments on any account, bill or invoice are due upon receipt of the billing. Any account, bill or invoice not paid within 10 days of the billing date will be charged a 1-1/2% (annual percentage rate 18%) on the unpaid monthly balance. In connection with the collection of any overdue balance or with a litigation arising out of the contract. Cypress Signs shall be entitled to recover all costs incurred including a reasonable attorney's fee.

Customer Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Cypress Signs authorized to do the work specified. Payment will be made as outlined above.

Date:

Print Name:

Drivers Lic # or Fed ID#

Signature:

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

4.) Purchase and Sales Agreement: Lock Street

Attachments:

- Purchase and Sales Agreement
- Appraisal

Analysis: The City of Lake Alfred is a project participant in the Southeast Wellfield Project and has committed to receive 1 million gallons per day in alternate water supply through the project. The primary water main is located along US 27 and will connect to various cities along the ridge including the City of Winter Haven. The project design is to wheel our water through the City of Winter Haven's utility system through an interconnect we have with them on Lock Street. In order to facilitate the reception of this water into our system the City needs to build a receiving station (which is effectively a water plant) as close to the interconnect with the City of Winter Haven as possible.

On February 17, 2025, the City Commission authorized the purchase and sales agreement for a parcel of land on Lock Street that is across the street from the interconnect. During the initial due diligence, a title issue was discovered from an old plat. This issue has since been resolved to the satisfaction of the City. The owner has tentatively agreed to a purchase price of \$250,000. Recently, the property was appraised at \$120k; it is part of a larger commercial property with frontage on US 17/92. Additionally, the property is ideally located near the interconnect and has sufficient acreage for the receiving station. This will significantly reduce the length and cost of the main water line required to connect the receiving station to the interconnect.

The expenses associated with the receiving station have been included in the FY 25/26 Budget and the 5-year Capital Improvement Program. The City has received \$500,000 in Heartland Grant funds, through the Polk County Water Cooperative and the State of Florida, for the property purchase and design costs associated with the receiving station. The City and the Cooperative will continue advocating for additional grant funding to cover the receiving station's construction costs. The end goal is to secure sufficient grant funding to fully cover the property, design, and construction costs for the receiving station through the Water Cooperative.

Staff recommends approval of the Purchase and Sales Agreement for the Lock Street property in the amount of \$250,000, plus survey costs and doc stamps, for a total of approximately \$256,875.

Staff Recommendation: Approve the Consent Agenda

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made and entered into by and between **JAMES J. TAYLOR AND KARLENE A. TAYLOR**, as Trustees of the **J. TAYLOR FAMILY TRUST** dated August 2, 2014 (as to 10% interest); and **GARY JOHNSTON**, as Trustee of the **WILSON IRREVOCABLE FAMILY TRUST** dated December 30, 2020 (as to 45% interest); and **CYNTHIA KRAUSKOPF**, as Trustee of the **LESTER E. TAYLOR, JR., SPOUSAL TRUST FOR DIANE M. TAYLOR** dated November 2, 2021 (as to 45% interest), whose mailing addresses are 16213 Chicago Avenue, Bellflower, CA 90706; and Post Office Box 220, Star, ID 83669; and Post Office Box 1687, Bellflower, CA 90707, respectively, (“**SELLER**”) and **CITY OF LAKE ALFRED**, a Florida municipal corporation, whose mailing address is 155 E. Pomelo Street, Lake Alfred, Polk County, Florida 33850 (“**BUYER**”). SELLER and BUYER may sometimes hereinafter be referred to individually as “**Party**” and collectively as “**Parties**”. This Agreement shall be effective as of the date on which the City Commission of the City of Lake Alfred approves the Agreement (“**Effective Date**”).

WHEREAS, SELLER is the owner of the Property located in Polk County, Florida described as follows:

THOSE PORTIONS OF THE NORTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 3, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING PORTIONS OF A PARCEL RECORDED IN DEED BOOK 132, PAGE 122, PUBLIC RECORDS OF SAID POLK COUNTY, BEING DESCRIBED AS FOLLOWS:

TRACT 1:

THE WEST 135 (BEING THAT PORTION LYING WITHIN THE WEST 210 FEET OF AFORESAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122) OF THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET TO THE POINT OF BEGINNING; THENCE EAST 446.7 FEET; THENCE NORTH 58.70 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 60.00 FEET; THENCE WEST 161.70 FEET; THENCE SOUTH 43.70 FEET; THENCE WEST 135.00 FEET; THENCE SOUTH 75.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET; THENCE NORTH 75.00 FEET; THENCE WEST 75.00 FEET; THENCE SOUTH 75.00 TO THE POINT OF BEGINNING.

TRACT 3:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED

AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122;
THENCE NORTH 208.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 FEET; THENCE
EAST 70 FEET; THENCE NORTH 70 FEET; THENCE WEST 70 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THE WEST 210 FEET OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122, LESS THE WEST
70 FEET OF THE NORTH 70 FEET, AND LESS THE WEST 75 FEET OF THE SOUTH 75 FEET, AND
LESS THE SOUTH 75 FEET OF THE EAST 135 FEET.

The above described Tracts 1-4 also being described as follows:

That part of the North 1/2 of the North 1/2 of Government Lot 3, being part of the Southeast
1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, being a portion of a
parcel recorded in Deed Book 132, page 122, Public Records of said Polk County, described as
follows:

Begin at a 5/8 inch iron rod marked LB 7719 and an old iron Marker located at the southwest
corner of said parcel recorded in Deed Book 132, page 122; thence North along the west line of
said parcel 208.7 feet to a PK nail and disc marked LB 7719 located at the northwest corner of
said parcel; thence East along the north line of said parcel 210.0 feet to the east line of a parcel
recorded in Deed Book 855, page 63, of aforesaid Public Records, and a 5/8 inch iron rod
marked LB 7719; thence South along said east line 208.7 feet to the south line of aforesaid
parcel and a 5/8 inch iron rod marked LB 7719; thence West along said south line 210.0 feet to
the POINT OF BEGINNING.

Subject to right-of-ways of record and of use.

WHEREAS, subject to the terms and conditions herein, SELLER desires to sell and
BUYER desires to purchase the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual
covenants and agreements hereinafter set forth and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as
follows:

ARTICLE 1. **CONVEYANCE OF THE PROPERTY**

Section 1.1 **Subject of Conveyance.** SELLER agrees to sell and convey to
BUYER and BUYER agrees to purchase from SELLER, upon the terms and conditions
hereinafter set forth, all right, title, and interest of SELLER in and to certain land located
in Polk County, Florida, and more particularly described as follows:

THOSE PORTIONS OF THE NORTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 3, BEING PART
OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY,
FLORIDA, BEING PORTIONS OF A PARCEL RECORDED IN DEED BOOK 132, PAGE 122, PUBLIC

RECORDS OF SAID POLK COUNTY, BEING DESCRIBED AS FOLLOWS:

TRACT 1:

THE WEST 135 (BEING THAT PORTION LYING WITHIN THE WEST 210 FEET OF AFORESAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122) OF THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET TO THE POINT OF BEGINNING; THENCE EAST 446.7 FEET; THENCE NORTH 58.70 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 60.00 FEET; THENCE WEST 161.70 FEET; THENCE SOUTH 43.70 FEET; THENCE WEST 135.00 FEET; THENCE SOUTH 75.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET; THENCE NORTH 75.00 FEET; THENCE WEST 75.00 FEET; THENCE SOUTH 75.00 TO THE POINT OF BEGINNING.

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COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE NORTH 208.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 FEET; THENCE EAST 70 FEET; THENCE NORTH 70 FEET; THENCE WEST 70 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THE WEST 210 FEET OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122, LESS THE WEST 70 FEET OF THE NORTH 70 FEET, AND LESS THE WEST 75 FEET OF THE SOUTH 75 FEET, AND LESS THE SOUTH 75 FEET OF THE EAST 135 FEET.

The above described Tracts 1-4 also being described as follows:

That part of the North 1/2 of the North 1/2 of Government Lot 3, being part of the Southeast 1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, being a portion of a parcel recorded in Deed Book 132, page 122, Public Records of said Polk County, described as follows:

Begin at a 5/8 inch iron rod marked LB 7719 and an old iron Marker located at the southwest corner of said parcel recorded in Deed Book 132, page 122; thence North along the west line of said parcel 208.7 feet to a PK nail and disc marked LB 7719 located at the northwest corner of said parcel; thence East along the north line of said parcel 210.0 feet to the east line of a parcel recorded in Deed Book 855, page 63, of aforesaid Public Records, and a 5/8 inch iron rod marked LB 7719; thence South along said east line 208.7 feet to the south line of aforesaid parcel and a 5/8 inch iron rod marked LB 7719; thence West along said south line 210.0 feet to the POINT OF BEGINNING.

Subject to rights-of-way of record and of use,

together with and all rights, privileges, easements, appurtenances and hereditaments relating to the Property (collectively, the “**Land**”), together with all structures, fixtures and improvements, if any, located on the Land (collectively, the “**Improvements**”). Collectively, the Land and the Improvements are known herein as the “**Property**.”

ARTICLE 2. **PURCHASE PRICE**

Section 2.1 **Amount of Purchase Price.** The purchase price for the Property shall be TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00) (the “**Purchase Price**”) and shall be payable as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, BUYER shall deposit with Boswell & Dunlap, LLP (the “**Escrow Agent**”), an earnest money deposit in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$2,500.00) by certified or cashier’s check or by wire transfer of immediately available federal funds (the “**Earnest Money**”).

(b) The balance of the Purchase Price in the amount of TWO HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$247,500.00) shall be paid to SELLER on the Closing Date, subject to the conveyance of fee simple title, in a form and manner acceptable to the BUYER, and subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the special warranty deed, by wire transfers of immediately available federal funds to an account designated in writing by SELLER no later than two (2) business days prior to the Closing Date.

The term “**Earnest Money**” as used herein refers to the Earnest Money. The Escrow Agent shall confirm with SELLER the receipt of the Earnest Money when any Earnest Money is delivered to Escrow Agent. The Earnest Money shall be held in a non-interest-bearing account and disbursed in accordance with the terms and provisions of this Agreement. Except as otherwise provided herein, the Earnest Money shall be paid over to SELLER and credited against the BUYER Purchase Price as provided in this Section.

Section 2.2 **No Financing.** BUYER expressly agrees and acknowledges that BUYER’S obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon BUYER’S ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise) but is subject to compliance with all applicable provisions of BUYER’s Charter, Code of Ordinances, and applicable Florida law and the matters set forth in this Agreement.

ARTICLE 3. **DUE DILIGENCE & INVESTIGATION OF PROPERTY**

Section 3.1 **Due Diligence Materials from SELLER.** Within thirty (30) days after the Effective Date, SELLER shall provide to BUYER copies of all information relating to the Property in possession of SELLER, including but not limited to, the following documents: (a) title commitments and title insurance policies; (b) surveys; (c) environmental reports; and (c) such other information as may be reasonably requested by BUYER (collectively, the “**Due Diligence Materials**”). If BUYER does not consummate the Closing for any reason other than SELLER’S default, then BUYER shall return to SELLER the Due Diligence Materials provided to BUYER from SELLER pursuant to this Section 3.1 subject to compliance with applicable provisions of Florida’s Public Records laws and retention schedules.

Section 3.2 **Inspection of Property.** BUYER shall have ninety (90) days after the Effective Date (“**Due Diligence Period**”) within which to conduct or cause to be conducted any and all reasonable tests, studies, surveys, inspections, reviews, assessments, appraisals, or evaluations of the Property, at BUYER’S expense (collectively, the “**Inspections**”), as BUYER deems necessary or appropriate in order to review the suitability of the Property for BUYER’S intended use and that Buyer otherwise determines are necessary in order to purchase the Property. Notwithstanding the above, any Phase II environmental inspection requires the written consent of Seller, which consent shall not be withheld unreasonably, and such consent and access to the Property shall be granted no later than forty-eight (48) hours following Buyer’s written request.

At least twenty-four (24) hours prior to going upon the Property to conduct any Inspections or invasive testing, BUYER shall notify SELLER of the time and date of such Inspections or tests and provide the name of the third party conducting such Inspections or tests. BUYER understands and agrees that BUYER, its agents, employees, consultants and contractors shall enter the Property and conduct Inspections at their own risk. BUYER agrees not to engage in any activity that could result in a mechanic’s lien being filed against the Property. If, during the Inspections of the Property, BUYER determines, in BUYER’s sole discretion, that the Property is not suitable for BUYER’s intended use, BUYER may terminate this Agreement by giving written notice to SELLER prior to the expiration of the Due Diligence Period, in which event this Agreement shall terminate and the Parties shall have no further liability hereunder, except with respect to those obligations hereunder which expressly survive the termination of this Agreement and except that BUYER shall repair any and all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conducting the Inspections and in that event, if Buyer so requests in writing, Escrow Agent shall disburse the Earnest Monies deposit to Buyer immediately. If BUYER does not timely notify SELLER of its election to terminate this Agreement, BUYER shall be deemed to have accepted the physical condition and suitability of the Property, but subject nonetheless to conditions and contingencies contained hereinafter. BUYER may, at its sole and absolute discretion, waive the Due Diligence Period in writing or terminate the Due Diligence Period early, and therefore, accelerate the Closing Date.

BUYER does and shall indemnify and hold harmless SELLER, against all losses, claims, damages, liability, attorney's and accountants' fees and costs of litigation and all other expenses to the extent related to, growing out of, or arising from the investigation of or entry upon the Property, or other acts undertaken by BUYER, its agents, contractors, employees or assigns, under this Agreement. This indemnification is given without waiving the Buyer's sovereign immunity under Florida law and/or without waiving the limits of the Buyer's liability under Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, strict liability, and negligence, product liability, indemnification, or otherwise. The provisions set forth in this subparagraph of Section 3.2 shall survive the termination of this Agreement.

In addition to the inspection rights set forth above, commencing on the Effective Date and terminating on the expiration date of the Inspection Period, Buyer may obtain at Buyer's sole cost and discretion, additional environmental studies (including, but not limited to, Phase I and II studies), audits and tests of the Property to determine the existence of any Environmental Matters on the Property (any environmental studies conducted by Buyer with respect to the Property are collectively referred to as the "**Environmental Studies**"). Buyer shall share the results of Environmental Studies with the Seller at such time as they become available and promptly upon Buyer's receipt of same (whether in hard copy or electronic form). In addition, if BUYER elects not to purchase the Property, BUYER shall provide SELLER copies of any studies or reports obtained or prepared by BUYER in connection with its investigation of the Property. The provisions set forth in this subparagraph of Section 3.2 shall survive the termination of this Agreement.

Section 3.3 Acceptance of Property "AS IS, WHERE IS." The BUYER hereby agrees that the Due Diligence Period gives the BUYER sufficient opportunity to thoroughly investigate the Property and determine whether the Property is satisfactory. EXCEPT FOR THE SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, LEGAL AND/OR ENVIRONMENTAL COMPLIANCE, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. BUYER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED BY SELLER TO BUYER IS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH INFORMATION BY BUYER SHALL BE AT THE SOLE RISK OF BUYER. BUYER REPRESENTS THAT BUYER IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON BUYER'S EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH

INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS THEREOF AS BUYER IN ITS DISCRETION DEEMS NECESSARY, AND SHALL RELY UPON SAME, AND UPON CLOSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, SUBSURFACE AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "**AS IS, WHERE IS,**" **WITH ALL FAULTS AND DEFECTS**, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY TO BUYER BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING OF THIS CONTRACT AND SHALL NOT MERGE THEREIN.

Section 3.4 **Land Use, Zoning and Other Related Actions.** The Buyer shall pay all costs related to any required and/or necessary splitting of parcels, including attorney fees, for purposes of the Property being purchased only. Seller shall be responsible for any and all costs including but not limited to attorney's fees incurred and/or related to any land use, zoning, splitting of parcels, and/or other related actions that Seller may determine are necessary or that may be required for any other property that the Seller may either own or have an interest in within the City of Lake Alfred, Florida. Provided further, Seller acknowledges and understands that any land use, zoning, and/or other related actions pertaining to any property that the Seller may own or have an interest in are subject to compliance with all applicable laws, rules, and regulations of any governmental entities with jurisdiction and are not the subject of and/or addressed in this Agreement.

ARTICLE 4. **TITLE MATTERS AND REVIEW**

Section 4.1 **Acceptable Title.** SELLER shall convey to BUYER good and marketable fee simple title to the Property by special warranty deed, insurable at regular rates by a reputable title insurance company authorized to do business in the State of Florida (the "**Title Insurance Company**") selected by SELLER and reasonably acceptable to BUYER, free and clear of any and all liens, charges, security interests, encumbrances, easements and restrictions, and subject only to the Permitted Exceptions and such other matters as the Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 4.2 **Permitted Exceptions.** The Property shall be sold, assigned and conveyed by SELLER to BUYER, and BUYER shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

- (a) Ad valorem property taxes for the year of Closing and subsequent

years, subject to any apportionments, if any, as provided for in this Agreement;

(b) Zoning, environmental and all other building and other regulations, laws, ordinances, notices, orders, restrictions and code requirements of any governmental authority having jurisdiction with respect to the Property, which would not restrict use of the property for Buyer's intended purposes for the BUYER's Water and Wastewater Utility System and/or ancillary and related municipal uses as determined by the Buyer ("**Buyer's Intended Use**");

(c) Licenses and easements, if any, for public utilities serving only the Property;

(d) Such other easements, encumbrances and restrictions of record existing at the Effective Date that are not objected to by the BUYER prior to the end of the Due Diligence Period, provided that SELLER shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens;

(e) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property, *provided, however*, that the same do not materially impact the value of the Property or impair the continued use of the Property as it is being used on the date of this Agreement or for BUYER'S intended use;

(f) Variations between tax lot lines and lines of record title provided same do not render title unmarketable;

(g) Any lien or encumbrance arising out of the acts or omissions of BUYER;

(h) Any exceptions disclosed on Schedule B of the Title Commitment which will be extinguished upon the transfer of the Property; and

(i) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to BUYER by the Title Insurance Company and deemed acceptable by BUYER.

Section 4.3 Title Examination. BUYER, in cooperation with SELLER, shall at BUYER's own expense and within forty-five (45) days from the Effective Date, secure a commitment for title insurance from Fidelity National Title Insurance Company in substantially the form attached hereto as Attachment "A" insuring the full amount of the

Purchase Price (“**Title Commitment**”) and obtain a survey of the Property prepared by a surveyor licensed in the State of Florida (“**BUYER’S Survey**”), and arrange for a copy of both the Title Commitment and BUYER’S Survey to be provided to SELLER. Within ten (10) business days from the date of BUYER’S receipt of both the Title Commitment and Survey, BUYER shall deliver written notice (the “**Title Objection Notice**”), of any objections to the exceptions to title set forth in the Title Commitment or BUYER’S Survey, other than the Permitted Exceptions (each a “**Title Objection**,” and collectively, hereinafter the “**Title Objections**”). Title will be deemed acceptable to BUYER if BUYER fails to deliver the Title Objection Notice within the required time period. SELLER is required to eliminate all Title Objections by the Closing Date. If SELLER is unable to eliminate any Title Objection by the Closing Date, SELLER shall provide written notice of same to BUYER and BUYER may either: (i) terminate this Agreement by written notice to SELLER delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement and if BUYER requests in writing, the Escrow Agent shall disburse the Earnest Money deposit to BUYER immediately; or (ii) waive said Title Objection in writing and complete the purchase (with a commensurate reduction in the Purchase Price as agreed to by the Parties) with such title as SELLER is able to convey on the Closing Date.

Upon the BUYER’S Survey being obtained, the legal description prepared by the Surveyor of the Property shall be deemed for all purposes of this Agreement the legal description for the Property and the legal description set forth in Article 1 of this Agreement shall be deemed modified accordingly.

ARTICLE 5. **CLOSING DATE AND PROCEDURE**

Section 5.1 **Closing Date.** The Closing of the transaction contemplated by this Agreement shall take place through an escrow closing with Boswell & Dunlap LLP on or before thirty (30) days after the expiration of the Due Diligence Period, or at such other time as agreed upon in writing by the Parties or as may be necessitated to comply with the terms of this Agreement (the “**Closing Date**”).

Section 5.2 **SELLER’S Closing Deliverables.** At the Closing, SELLER shall deliver or cause to be delivered to BUYER (a) an executed counterpart of the closing statement; (b) a special warranty deed conveying fee simple marketable and insurable title to the Property; (c) a Certificate of Non Foreign Status (“**FIRPTA Affidavit**”) certifying that SELLER is not a “foreign person”; (d) an owner’s title affidavit; and (e) all other documents reasonably necessary or otherwise required by BUYER’S legal counsel, the Escrow Agent or Title Insurance Company for the Closing.

Section 5.3 **BUYER’S Closing Deliverables.** At the Closing BUYER shall deliver or cause to be delivered to SELLER (a) an executed counterpart of the closing statement; (b) the Purchase Price pursuant to **ARTICLE 2** above (subject to the credits, adjustments and prorations required by this Agreement) by confirmed wire transfer of

immediately available U.S. funds; and (c) all other documents reasonably necessary or otherwise required by the SELLER's legal counsel, Escrow Agent, or Title Insurance Company for the Closing.

Section 5.4 **Closing Costs.**

(a) SELLER's Closing Costs. SELLER shall pay (i) SELLER's attorneys' and consultants' fees; (ii) recording fees for documents needed to cure Title Objections, as required pursuant to the terms of this Agreement; (iii) any indebtedness secured by a mortgage, deed of trust or lien on the Property, past due taxes, federal or state tax liens, or judgment liens attaching to the property; (iv) the cost of recording the satisfaction of any existing mortgage, deed of trust or lien on the Property and any other document necessary to make title to the Property marketable; and (v) the amount provided by the Polk County Property Appraiser and/or Polk County Tax Collector as to the estimated amount of ad valorem taxes and/or non-ad valorem special assessments due for 2026 prorated through the date of closing if prior to November 1, 2026 or if after November 1, 2026, the full amount due and owing with no proration of taxes for 2026. Provided further, in the event the Closing (as defined herein) occurs 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 based on a written estimate that Buyer will obtain from the Polk County Property Appraiser and provide to Seller and Escrow Agent. In the event the Closing (as defined herein) occurs between November 2 and December 31, then the Seller shall pay to the county tax collector all Taxes and Assessments due for the Property without proration for that calendar year. Seller shall also pay any commission due any Broker or other real estate agent if applicable.

(b) BUYER's Closing Costs. BUYER shall pay: (i) BUYER's attorneys' and consultant's fees; (ii) costs for the Title Commitment and the premium for the owner's policy of title insurance to be issued by the Title Company to BUYER with respect to the Property (including without limitation the title insurance premium and all title search and lien search expenses); (iii) all costs related to BUYER's Survey and any other survey procured by BUYER, including reimbursing SELLER for the invoice SELLER paid to BUYER's surveyor dated 12/19/25 in the amount of \$5,125.00 for work on the BUYER's Survey; (iv) all fees or costs related to BUYER's Inspections and any other activities performed during the Due Diligence Period; (v) all costs related to the recording of the deed including the documentary stamp taxes due for the conveyance; and (vi) all normal settlement fees, document preparation fees, and escrow fees.

ARTICLE 6. **TAXES AND PRORATIONS**

The Parties shall prorate real property taxes, certified, confirmed or ratified liens for governmental improvements and general and special assessments, non-governmental or

quasi-governmental assessments, and utility charges/capacity reservation fees, as of 12:01 a.m. (Taxes and Assessments) on the Closing Date for the calendar year of Closing (as defined herein) based on the actual number of days in said year based on a written estimate from the Polk County Property Appraiser which Buyer will obtain and provide to Seller and Escrow Agent, if the Closing (as defined herein) occurs before November 1, 2026. In the event the Closing (as defined herein) occurs after November 1, 2026, but prior to December 31, 2026, then no proration of Taxes and Assessments shall occur and Seller shall be responsible to pay all of said Taxes and Assessments for 2026. Provided further, in the event the Closing (as defined herein) occurs 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 based on a written estimate that Buyer will obtain from the Polk County Property Appraiser and provide to Seller and Escrow Agent. In the event the Closing (as defined herein) occurs between November 2 and December 31, then the Seller shall pay to the county tax collector all Taxes and Assessments due for the Property without proration for that calendar year.

ARTICLE 7. **REPRESENTATIONS AND WARRANTIES**

Section 7.1 **SELLER's Representations and Warranties.** SELLER represents and warrants to BUYER as of the Effective Date, and as of the Closing Date, that:

- (a) SELLER has the authority and power, to enter into and carry out the terms of this Agreement;
- (b) The persons who will execute and deliver this Agreement and any and all other instruments, resolutions and any other documents on behalf of SELLER to consummate this transaction shall be duly authorized to do so and SELLER agrees to obtain and deliver any documents reasonably required by the Title Insurance Company and/or Boswell & Dunlap LLP to verify and confirm such authority;
- (c) The execution, delivery and performance of this Agreement by SELLER and all agreements, instruments and documents herein provided to be executed by SELLER on the Closing Date do not violate any other agreement, instrument, judgment, order or decree by which SELLER is bound;
- (d) SELLER has not (i) made a general assignment for the benefit of creditors, (ii) filed any petition in bankruptcy or suffered the filing of any involuntary petition by SELLER's creditors, or (iii) suffered the appointment of a receiver to take possession of all of or substantially all of SELLER's assets;
- (e) There are no actions, lawsuits, litigation, or proceedings pending or, to Seller's knowledge, which Seller knows or should reasonably have knowledge of, threatened in any court or before any governmental or regulatory

agency that affect SELLER's power or authority to enter into or perform this Agreement;

(f) SELLER is not, and will not be at Closing, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;

(g) SELLER has received no written notice of any violation of any Environmental Law with respect to the Property and to SELLER'S actual knowledge without investigation, there are no Hazardous Substances generated, released, stored, buried or deposited over, beneath, in or upon the Property thereon, in violation of any Environmental Law; and

(h) The representations and warranties set forth in this Section 7.1 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

(i) For purposes of this Agreement, the following words and phrases have the following meanings:

(i) "**Hazardous Substances**" include any pollutants, contaminants, hazardous constituents, dangerous substances, toxic substances, hazardous or solid wastes, hazardous materials, hazardous substances or oil, oil mixture or derivative thereof as defined in or regulated pursuant to any federal, state or local environmental law, rule, regulation, code or ordinance relating to health, safety or the environment whether existing on the date hereof or subsequently enacted, including, without limitation, RCRA and the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 U.S.C. Section 9601, *et seq.*) as amended. For purpose of this Agreement, "**Hazardous Substances**" shall also include petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, asbestos and asbestos containing materials, presumed asbestos-containing materials, polychlorinated biphenyls and radioactive materials or devices.

(ii) "**Environmental Law**" means any and all statutes, laws, regulations, rules, orders, decrees, ordinances, permits, licenses, registrations, approvals, requirements or authorizations of any governmental authority whatsoever, whether federal, state, local,

municipal or otherwise, relating to the environment (including without limitation the air, ambient air, water, ground water, surface water and Property), natural resources, safety or health of humans or other living organisms, and includes without limitation CERCLA, RCRA, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 33 U.S.C. § 2601 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as such laws have been amended or supplemented, and the regulations promulgated pursuant thereto, and all analogous statutes.

Section 7.2 BUYER's Representations and Warranties. BUYER represents and warrants to SELLER on and as of the date of this Agreement and on and as of the Closing Date that:

(a) BUYER is a municipal corporation, validly existing and in good standing under the laws of the State of Florida;

(b) BUYER has the authority and power upon the City Commission approval at a public meeting, to enter into and carry out the terms of this Agreement;

(c) The persons who will execute and deliver this Agreement and any and all other instruments, resolutions and any other documents on behalf of BUYER to consummate this transaction shall be duly authorized to do so and BUYER agrees to obtain and deliver any documents reasonably required by the Title Insurance Company and/or Boswell & Dunlap LLP to verify and confirm such authority;

(d) The execution, delivery, and performance of this Agreement by BUYER and all agreements, instruments and documents herein provided to be executed by BUYER on the Closing Date do not violate any other agreement or instrument to which BUYER is a party nor any judgment, order or decree by which BUYER is bound;

(e) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect BUYER's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against BUYER unpaid or unsatisfied of record, or, to the best of BUYER's knowledge, threatened against BUYER, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of BUYER or the ability of BUYER to consummate the transactions contemplated by this Agreement; and

(f) The representations and warranties set forth in this Section 7.2 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

Section 7.3 **IRS Form W-9.** SELLER shall provide BUYER with a completed Internal Revenue Service Form W-9 within five (5) days of the Effective Date of this Agreement. Notwithstanding anything in this Agreement to the contrary, the BUYER shall have no obligation to make any payment of any kind to the SELLER until SELLER has provided the BUYER with a completed Internal Revenue Service Form W-9.

ARTICLE 8. **DEFAULT**

Section 8.1 **BUYER's Default.** Except as otherwise set forth in this Agreement, if the sale of the Property under this Agreement does not occur because of BUYER's default in the observance or performance of any of BUYER's obligations under this Agreement and such obligation shall have not been waived by SELLER, and SELLER is ready, willing and able to close in accordance with the terms, provisions and conditions of this Agreement, then the Earnest Money shall be paid to SELLER as liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims, in which event this Agreement will terminate, whereupon neither Party hereto shall have any further rights, claims or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement. SELLER hereby waives any other rights or remedies it may have at law or equity in connection with a default by BUYER.

Section 8.2 **SELLER's Default.** If the sale of the Property under this Agreement does not occur because of SELLER's default in the observance or performance of any of SELLER's obligations under this Agreement and such obligation shall have not been waived by BUYER, and BUYER is ready, willing, and able to close in accordance with the terms, provisions and conditions of this Agreement, then the BUYER shall have the right to either: (i) terminate this Agreement in which event upon written notice by BUYER, the Escrow Agent shall disburse the Earnest Money deposit to BUYER immediately whereupon neither Party hereto shall have any further rights, claims or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement; or (ii) seek specific performance to enforce BUYER'S rights under this Agreement which action must be commenced within one hundred and eighty (180) days of the date of SELLER'S failure or default. BUYER hereby waives any other rights or remedies it may have at law or equity in connection with a default by SELLER.

Section 8.3 **Limitation of Liability.** **IN NO EVENT SHALL THE BUYER BE LIABLE TO THE SELLER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE BUYER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

IN NO EVENT, SHALL THE SELLER BE LIABLE TO THE BUYER FOR

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE SELLER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

ARTICLE 9. ESCROW AGENT

SELLER and BUYER authorize the Escrow Agent to receive, deposit, hold and disburse the Earnest Money in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for any action taken or omitted by the Escrow Agent in good faith and believed by the Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by the Escrow Agent's own gross negligence or willful default. The Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Earnest Money by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Earnest Money in accordance with this Agreement, the Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with the Escrow Agent's gross negligence or willful default.

In the event that a dispute shall arise as to the rights of the Parties in and to, or the disposition of, the Earnest Money, the Escrow Agent shall have the right to: (i) hold and retain all or any part of the Earnest Money until such dispute is settled by the Parties or finally determined by litigation, arbitration or otherwise; (ii) deposit the Earnest Money in an appropriate court of law, following which the Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of Florida; or (iv) interplead any of the Parties in any action or proceeding which may be brought to determine the rights of the Parties to all or any part of the Earnest Money. All costs and expenses incurred by the Escrow Agent in exercising any of the aforementioned rights, including without limitation, reasonable attorneys' fees shall be paid fifty percent (50%) by SELLER and fifty percent (50%) by BUYER, except however, if any litigation arises under this Agreement with respect to the Earnest Money, all costs and expenses of the litigation shall be borne by whichever of SELLER or BUYER is the losing party. The Escrow Agent may charge a fee for its services as escrow agent. The Escrow Agent has acknowledged and agreed to these provisions by signing in the place indicated on the signature page of this Agreement.

ARTICLE 10. DESTRUCTION OR DAMAGE PRIOR TO THE CLOSING DATE

SELLER agrees to continue to maintain all insurance currently in force covering the Property until the Closing. If, at any time on or prior to the Closing, the Property or any portion thereof is destroyed or damaged or substantially destroyed or damaged, BUYER shall have the right to terminate this Agreement by written notice to SELLER (except if such

destruction or damage is caused by BUYER's negligence or willful misconduct) within seven (7) days of determining the cost to restore and repair the damage and the amount of insurance proceeds, if any, available for the same. If BUYER terminates this Agreement under this **ARTICLE 10**, BUYER shall be relieved of all further obligations under it and upon written notice by BUYER, Escrow Agent shall disburse the Earnest Money to BUYER immediately. If BUYER does not terminate this Agreement, BUYER shall be deemed to have accepted the Property with the damage and shall receive at the Closing any insurance proceeds which have been paid to SELLER but not yet spent to repair the damage and any assignment of all unpaid insurance proceeds on the claim. BUYER shall release SELLER from any further obligations or liabilities regarding same. Subject to the foregoing, the risk of loss or damage of the Property shall remain with SELLER (except for any loss or damage caused by the negligence or willful misconduct of BUYER) until the Closing, and thereafter BUYER shall bear such risk of loss or damage.

ARTICLE 11. **EMINENT DOMAIN**

If, at any time on or prior to the Closing, any proceedings shall be threatened, commenced or consummated by an agency or entity (other than the BUYER) with power of condemnation for the taking (including a temporary taking) of a material part or all of the Property for public or quasi-public use pursuant to the power of eminent domain or the Property shall then have been damaged by reason of public or quasi-public improvements or otherwise, then SELLER shall promptly notify BUYER in writing of such taking and BUYER shall have the right to terminate this Agreement by giving written notice to SELLER within five (5) days of receipt of SELLER's notice of the taking and upon written notice by BUYER to Escrow Agent, the Escrow Agent shall disburse the Earnest Money to BUYER immediately and this Agreement shall terminate and neither Party shall have any further obligation under this Agreement, except for the provisions which are made to survive the termination or cancellation of this Agreement. If BUYER does not terminate this Agreement under this **ARTICLE 11**, then SELLER shall and does hereby assign, as of Closing, all the right, title and interest in and to any and all awards and other compensation for any such taking to BUYER and SELLER further agrees to execute and deliver such documents as may be required to effect such assignment. In such event, at Closing, SELLER shall then convey the Property to BUYER in accordance with this Agreement with such part of the Property as there shall be remaining on or after the Closing, after any such taking and there shall be no reduction in the Purchase Price.

In the event of a taking of less than a material part, BUYER shall not have the right to terminate this Agreement and SELLER shall, at Closing, assign all the right, title and interest in and to any and all awards and other compensation for any such to BUYER, and authorizes SELLER's name or otherwise to apply for the same. As used herein, a "material part" shall mean (i) fifteen percent (15%) or more of the Property; (ii) any part of the building structures of the Property; or (iii) any part relating to ingress or egress of the Property which substantially and materially adversely affects ingress and egress to and from the Property.

ARTICLE 12. **FIRPTA TAX WITHHOLDING**

The Foreign Investment in Real Property Tax Act (“**FIRPTA**”) requires BUYER to withhold at Closing a portion of the purchase proceeds for remission to the Internal Revenue Service (“**IRS**”) if SELLER is a “foreign person” as defined by the Internal Revenue Code. The Parties agree to comply with the provisions of FIRPTA and to provide, at or prior to Closing, appropriate documentation to establish any applicable exemption from the withholding requirement.

ARTICLE 13. **ATTORNEY FEES**

In the event of any litigation between BUYER and SELLER arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation in original and appellate jurisdiction (including reasonable attorneys’ fees, paralegal fees, expenses, and disbursements) incurred by the prevailing party. This provision shall survive Closing or the earlier termination of this Agreement.

ARTICLE 14. **BROKER**

Each of the Parties represents and warrants that there are no brokerage commissions or finders’ fees of any kind due in connection with this Agreement.

ARTICLE 15. **NOTICES**

As time is of the essence with respect to each provision of this Agreement, all notices or other communications of any type (herein singularly referred to as “**Notice**” and collectively as “**Notices**”) given by either Party upon the other, whether required by this Agreement or in any way related to the transaction contracted for herein, may be delivered by electronic mail to the E-mail address provided by each Party to the other as a back-up Notice. Provided, however, Notices shall be delivered either (i) in person; or (ii) by a nationally recognized courier service guaranteeing overnight delivery. Notices shall be deemed to have been given to the Party to which addressed (iii) on the date of delivery (or refusal of delivery), if personally delivered; or (iv) one (1) business day after it is deposited with a nationally recognized courier service guaranteeing overnight delivery (in case of clauses (iii) and (iv), irrespective of whether delivery is accepted and/or received), properly addressed as follows:

As to SELLER: **JAMES J. TAYLOR AND KARLENE A. TAYLOR, as
Trustees of the J. TAYLOR FAMILY TRUST dated
August 2, 2014
16213 Chicago Avenue
Bellflower, CA 90706**

**GARY JOHNSTON, as Trustee of the WILSON
IRREVOCABLE FAMILY TRUST dated December
30, 2020
Post Office Box 220**

Star, ID 83669

CYNTHIA KRAUSKOPF, as Trustee of the LESTER E. TAYLOR, JR., SPOUSAL TRUST FOR DIANE M. TAYLOR dated November 2, 2021

Post Office Box 1687
Bellflower, CA 90707

With a copy to:
(which shall not
constitute notice)

David G. Fisher
Peterson & Myers, P.A.
130 Bates Avenue, S.W., 4th Floor
Winter Haven, FL 33883
Email: DFisher@petersonmyers.com

As to BUYER:

City of Lake Alfred, Florida
155 E. Pomelo Street
Attn: Ryan Leavengood, City Manager
Lake Alfred, FL 33850
Email: rleavengood@mylakealfred.com

With a copy to:
(which shall not
constitute notice)

Frederick J. Murphy, Jr.
City Attorney, City of Lake Alfred, Florida
Boswell & Dunlap LLP
245 South Central Avenue (33830)
P.O. Drawer 30 (mailing)
Bartow, FL 33831-0030
Email: fjm@bosdun.com

Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Florida that is also recognized and observed by BUYER (legal holiday), in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 o'clock p.m. (Eastern Standard Time or Eastern Daylight Time, as applicable). Provided further, all days in this Agreement shall mean calendar days unless business days are expressly noted.

ARTICLE 16. OTHER PROVISIONS

Section 16.1 Assignability; Persons Bound. Neither SELLER nor BUYER shall have the right to assign this Agreement or its interest in this Agreement, in whole or in part, unless prior written approval is given by either Party. This Agreement is binding upon BUYER, SELLER and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Section 16.2 Entire Agreement. The terms of this Agreement constitute the entire agreement and understanding between the Parties with respect to the transaction contemplated herein. All prior contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both Parties, and then only to the extent set forth in such instrument and only with respect to BUYER approval by BUYER's governing body.

Section 16.3 Applicable Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Florida. The parties agree that venue for any litigation arising under this Agreement shall lie and that any litigation arising under this Agreement shall only be brought or commenced in the Florida state court system in and for Polk County, Florida, which, as of the effective date of this Agreement, consists of the County Court in and for Polk County, Florida and the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida.

Section 16.4 Severability. If any provision of this Agreement is or becomes invalid or unenforceable in any respect, all remaining provisions will continue to be fully effective.

Section 16.5 Recording. Neither this Agreement nor any notice thereof shall be recorded by either Party or any agent of same, in any public records. BUYER agrees that it will not attempt to record this Agreement or any notice thereof and that any attempt to do so shall constitute a default on the part of BUYER hereunder.

Section 16.6 Time is of the Essence. Time is of the essence of each and every term of this Agreement.

Section 16.7 Authority of Parties. SELLER and BUYER represent to each other that each has full power and authority to enter into and perform this Agreement and to execute all related instruments and documentation contemplated hereby.

Section 16.8 Survival of Obligations. All obligations and duties of either party under this Agreement shall not survive closing or the expiration or termination of this Agreement unless otherwise expressly set forth in this Agreement.

Section 16.9 Waiver of Jury Trial. SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 16.10 Legal Counsel; Construction. It is agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through

negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement and any exhibits or amendments hereto.

Section 16.11 Counterparts; Electronic/.PDF Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Facsimile or electronic copies (PDF) of this Agreement and the signatures thereon shall have the same force and effect as if the same were original. The parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology.

Section 16.12 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 16.13 Energy Efficiency Rating. Pursuant to Section 553.997(1) of the Florida Statutes (2024), each public building proposed for acquisition by a Florida governmental entity shall be rated pursuant to the energy-efficiency rating system provided in Section 553.995 of the Florida Statutes prior to contracting for acquisition. The parties acknowledge that the BUYER has had the opportunity to evaluate the Property and obtain such rating prior to the execution of this Agreement.

Section 16.14 Approval and Authorization Required. Notwithstanding anything herein or the execution of this Agreement by any official, charter officer, or agent of the BUYER, this Agreement shall not be valid, effective or binding upon or against the BUYER until it is approved by the City Commission of the City of LAKE ALFRED, Florida voting in open public session.

Section 16.15 Captions and Headings. The descriptive paragraph headings and captions contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]
(Signatures on Pages 21 through 25)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the date and year written below.

SELLER:

J. TAYLOR FAMILY TRUST
dated August 2, 2014

By: _____
JAMES J. TAYLOR,
As Trustee

Date: _____

By: _____
KARLENE A. TAYLOR,
As Trustee

Date: _____

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the date and year written below.

SELLER:

**WILSON IRREVOCABLE
FAMILY TRUST dated
December 30, 2020**

By: _____
GARY JOHNSTON,
As Trustee

Date: _____

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the date and year written below.

SELLER:

**LESTER E. TAYLOR, JR.,
SPOUSAL TRUST FOR DIANE
M. TAYLOR dated
November 2, 2021**

By: _____
**CYNTHIA KRAUSKOPF,
As Trustee**

Date: _____

BUYER:

**CITY OF LAKE ALFRED,
FLORIDA**

By:_____

Print Name: Ryan Leavengood
Title: City Manager

Date:_____

APPROVED AS TO FORM:

By: _____
Frederick J. Murphy, Jr.
City Attorney

ESCROW AGENT'S ACCEPTANCE

The undersigned, Frederick J. Murphy, Jr., on behalf of Boswell & Dunlap LLP, agrees to act as Escrow Agent in accordance with the foregoing Agreement.

By: _____

Date: _____



ATTACHMENT "A"
to Agreement for Sale and Purchase of Real Property
Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fidelity National Title of Florida, Inc.
Issuing Office: 8247 Devereux Dr, Suite 101,
Viera, FL 32940
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12775649
Issuing Office File Number: 25-25-0243
Property Address: Adam-Williams Subdivision Base Search
Lake Alfred, FL 33850
Revision Number: 12/19/2025 mb

SCHEDULE A

1. Commitment Date: 10/28/2025 at: 8:00 AM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, Schedule A
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Cynthia Krauskopf, as Trustee of the Lester E. Taylor, Jr. Spousal Trust for Diane M. Taylor dated November 2, 2021; Lester E. Taylor, Jr., as to a life estate; Gary Johnston, as Trustee for the Wilson Irrevocable Family Trust dated December 30, 2020; and James J. Taylor and Karlene A. Taylor, as Trustees of the J. Taylor Family Trust dated August 2, 2014, as their interest may appear and, as disclosed in the Public Records, has been since February 9, 2022, January 6, 2022 and January 26, 2025.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: _____
Authorized Officer or Agent

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Cynthia Krauskopf, individually and as Trustee(s) of Lester E. Taylor, Jr. Spousal Trust for Diane M. Taylor dated November 2, 2021 and Lester E. Taylor, Jr., as to a life estate to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, Schedule A.

Said deed should recite:

- A. that the property conveyed is not the homestead property of any person; or
- B. whose homestead the property is and the relation of that person to the trust.

NOTES:

- A. If the property is the homestead of the settlor, the trustee or any beneficiary of the trust, such person, joined by spouse, if married, or with a recitation that the person is single, must also execute the deed.
- B. If the property is not the homestead of the trustee and the Certification of Trust required below states that the trustee is not a beneficiary of the trust, the requirement for the trustee to execute the deed in his/her individual capacity may be deleted.

- B. Warranty Deed from Gary Johnston, individually and as Trustee(s) of the Wilson Irrevocable Family Trust dated December 30, 2020 to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, Schedule A.

Said deed should recite:

- A. that the property conveyed is not the homestead property of any person; or
- B. whose homestead the property is and the relation of that person to the trust.

NOTES:

- A. If the property is the homestead of the settlor, the trustee or any beneficiary of the trust, such person, joined by spouse, if married, or with a recitation that the person is single, must also execute the deed.
- B. If the property is not the homestead of the trustee and the Certification of Trust required below states that the trustee is not a beneficiary of the trust, the requirement for the trustee to execute the deed in his/her individual capacity may be deleted.

- C. Warranty Deed from James J. Taylor and Karlene A. Taylor, individually and as Trustee(s) of the J. Taylor Family Trust dated August 2, 2014 to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, Schedule A.



SCHEDULE B, PART I Requirements

Said deed should recite:

- A. that the property conveyed is not the homestead property of any person; or
- B. whose homestead the property is and the relation of that person to the trust.

NOTES:

- A. If the property is the homestead of the settlor, the trustee or any beneficiary of the trust, such person, joined by spouse, if married, or with a recitation that the person is single, must also execute the deed.
- B. If the property is not the homestead of the trustee and the Certification of Trust required below states that the trustee is not a beneficiary of the trust, the requirement for the trustee to execute the deed in his/her individual capacity may be deleted.

- D. Warranty Deed from Cynthia Krauskopf, as Trustee of the Lester E. Taylor, Jr. Spousal Trust for Diane M. Taylor dated November 2, 2021; Lester E. Taylor, Jr., as to a life estate; Gary Johnston, as Trustee for the Wilson Irrevocable Family Trust dated December 30, 2020; and James J. Taylor and Karlene A. Taylor, as Trustees of the J. Taylor Family Trust dated August 2, 2014, as their interest may appear to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, Schedule A.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

- 5. Proof of payment of any outstanding assessments in favor of Polk County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Polk County, Florida, any special taxing district and any municipality.

- 6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

- 7. Proof of payment of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.
- 8. Satisfaction or release of that certain judgment(s) recorded in Official Records Book 10133, Page 621, Official Records Book 12422, Page 1460 and Official Records Book 12557, Page 2018. OR IN THE ALTERNATIVE:

Record a credible affidavit containing the legal description of the subject property and stating that the owner/mortgagor is not the same person as the judgment debtor in the instrument.

- 9. Record a Certification of Trust for the Lester E. Taylor, Jr. Spousal Trust for Diane M. Taylor dated November 2, 2021, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

- A. A statement confirming the existence of the trust and its execution date.
- B. Identity of the settlor.



SCHEDULE B, PART I Requirements

- C. The identity and address of the currently acting trustee.
- D. The trustee's powers.
- E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
- F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
- G. The manner of taking title to trust property.
- H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

10. Record a Certification of Trust for the Wilson Irrevocable Family Trust dated December 30, 2020, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

- A. A statement confirming the existence of the trust and its execution date.
- B. Identity of the settlor.
- C. The identity and address of the currently acting trustee.
- D. The trustee's powers.
- E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
- F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
- G. The manner of taking title to trust property.
- H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

11. Record a Certification of Trust for the J. Taylor Family Trust dated August 2, 2014, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

- A. A statement confirming the existence of the trust and its execution date.
- B. Identity of the settlor.



SCHEDULE B, PART I Requirements

- C. The identity and address of the currently acting trustee.
- D. The trustee's powers.
- E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
- F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
- G. The manner of taking title to trust property.
- H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.
12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
13. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
14. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
15. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2025 in the gross amount of \$96.66 under Tax Folio Number: 26-28-05-526000-000051.
16. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2025 in the gross amount of \$116.60 under Tax Folio Number: 26-28-05-526000-000052.
17. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2025 in the gross amount of \$67.98 under Tax Folio Number: 26-28-05-526000-000053.



SCHEDULE B, PART I Requirements

18. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2025 in the gross amount of \$290.80 under Tax Folio Number: 26-28-05-526000-000054.

19. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2025 in the gross amount of \$245.67 under Tax Folio Number: 26-28-05-526000-000055.

NOTE: Access to parcel 26-28-05-526000-000054 appears to be provided over the other parcels. If sold separately, access must be provided.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.



SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
7. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Adams-Williams Subdivision, recorded in Plat Book 3, Page 55, of the Public Records of Polk County, Florida.
8. Maintained Right of Way for Lake George Road recorded in Map Book 11, Page 93, Public Records of Polk County, Florida.
9. Reservation unto the State of Florida for an easement for State Road Right-of-Way 200 feet wide, lying equally on each side of the center line of any State Road existing on the date of this Deed through so much of any parcel herein described within 100 feet of said center line as set forth in Deed recorded April 11, 1941 in Deed Book 629, Page 387, Public Records of Polk County, Florida, and other instruments of record.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART II Exceptions

Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Polk County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 300 Primera Boulevard, Lake Mary, FL 32746; Telephone 855-848-5374.

Searched By: Michele Bair - michele.bair@fnf.com



EXHIBIT "A"

THOSE PORTIONS OF THE NORTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 3, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING PORTIONS OF A PARCEL RECORDED IN DEED BOOK 132, PAGE 122, PUBLIC RECORDS OF SAID POLK COUNTY, BEING DESCRIBED AS FOLLOWS:

TRACT 1:

THE WEST 135 (BEING THAT PORTION LYING WITHIN THE WEST 210 FEET OF AFORESAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122) OF THE FOLLOWING DESCRIBED PARCEL:
COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET TO THE POINT OF BEGINNING; THENCE EAST 446.7 FEET; THENCE NORTH 58.70 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 60.00 FEET; THENCE WEST 161.70 FEET; THENCE SOUTH 43.70 FEET; THENCE WEST 135.00 FEET; THENCE SOUTH 75.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET; THENCE NORTH 75.00 FEET; THENCE WEST 75.00 FEET; THENCE SOUTH 75.00 TO THE POINT OF BEGINNING.

TRACT 3:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE NORTH 208.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 FEET; THENCE EAST 70 FEET; THENCE NORTH 70 FEET; THENCE WEST 70 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THE WEST 210 FEET OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122, LESS THE WEST 70 FEET OF THE NORTH 70 FEET, AND LESS THE WEST 75 FEET OF THE SOUTH 75 FEET, AND LESS THE SOUTH 75 FEET OF THE EAST 135 FEET.

The above described Tracts 1-4 also being described as follows:

That part of the North 1/2 of the North 1/2 of Government Lot 3, being part of the Southeast 1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, being a portion of a parcel recorded in Deed Book 132, page 122, Public Records of said Polk County, described as follows:

Begin at a 5/8 inch iron rod marked LB 7719 and an old iron Marker located at the southwest corner of said parcel recorded in Deed Book 132, page 122; thence North along the west line of said parcel 208.7 feet to a PK nail and disc marked LB 7719 located at the northwest corner of said parcel; thence East along the north line of said parcel 210.0 feet to the east line of a parcel recorded in Deed Book 855, page 63, of aforesaid Public Records, and a 5/8 inch iron rod marked LB 7719; thence South along said east line 208.7 feet to the south line of aforesaid parcel and a 5/8 inch iron rod marked LB 7719; thence West along said south line 210.0 feet to the POINT OF BEGINNING.

Subject to right-of-ways of record and of use

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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ATTACHMENT "A"
to Agreement for Sale and Purchase of Real Property
Fidelity National Title Insurance Company

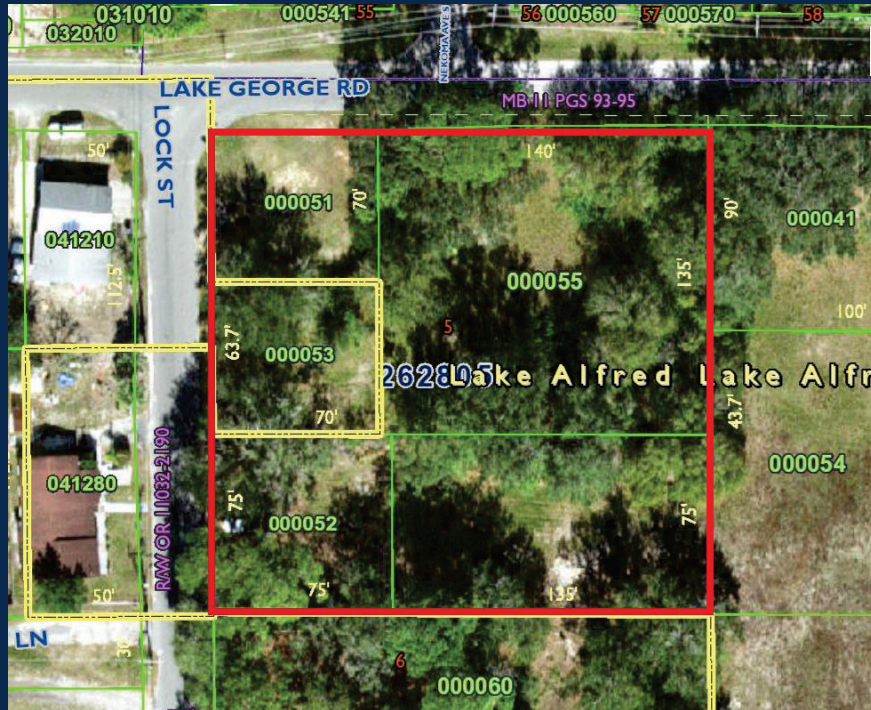
Order No.: 12775649
25-25-0243

Exhibit "A"



APPRAISAL REPORT OF PROPERTY LOCATED AT

Lake George Road, Lake Alfred, FL. 33850



Summary of Salient Facts & Conclusions

Date of Inspection	01/28/2026	Land Size in Square Feet	42,688
Effective Date of the Appraisal	01/28/2026	Land Size in Acres	0.98
Date of the Report	01/28/2026	Building Size Overall in Square Feet	N/A
Prepared Exclusively For	City of Lake Alfred		
Owner of Record	Wilson Irrevocable Family Trust		

Important Assumptions & Conditions

Extra-Ordinary Assumptions	None
Hypothetic Conditions	None
Highest & Best Use as if Vacant	Residential Development
Highest & Best Use as Improved	Vacant land

Values & Conclusions

Final Opinion of Value	\$120,000
------------------------	-----------

File #: C26002N

TABLE OF CONTENTS:

<i>Letter of Transmittal</i>	<i>1</i>
<i>Certification</i>	<i>2</i>
<i>General Assumptions & Limiting conditions</i>	<i>3</i>
<i>Location Data:</i>	<i>4</i>
<i>Parcel #'s / Assessed Values / Taxes</i>	<i>5</i>
<i>Sales History:</i>	<i>5</i>
<i>Site Data:</i>	<i>6</i>
<i>Survey</i>	<i>7</i>
<i>Flood Map</i>	<i>8</i>
<i>Definition of Value:</i>	<i>9</i>
<i>Property Rights Appraised:</i>	<i>9</i>
<i>Identification of client / intended user(s) / & intended use of the appraisal</i>	<i>9</i>
<i>Scope of Work:</i>	<i>9</i>
<i>Scope of Report:</i>	<i>10</i>
<i>Regional Data:</i>	<i>12</i>
<i>Economic Snapshot</i>	<i>19</i>
<i>The Neighborhood</i>	<i>24</i>
<i>Marketing Time</i>	<i>25</i>
<i>Highest and Best Use as Vacant:</i>	<i>26</i>
<i>Sales Comparison Approach:</i>	<i>27</i>
<i>Land Sales Comparable Map</i>	<i>29</i>
<i>Land Comparable Sale #1</i>	<i>30</i>
<i>Land Comparable Sale #2</i>	<i>31</i>
<i>Land Comparable Sale #3</i>	<i>32</i>
<i>Land Value Estimate</i>	<i>33</i>
<i>Addenda</i>	<i>34</i>
<i>Appraisal Process</i>	<i>37</i>

WINNINGHAM, INC.

LETTER OF TRANSMITTAL

01/28/2026

Brenn Hines
City of Lake Alfred
155 E. Pomelo Street
Lake Alfred, FL. 33850

Subject: Appraisal of property located at Lake George Road, Lake Alfred, FL. 33850. File# C26002N

Dear Mr. Hines:

As requested, I have personally inspected the above-mentioned property to form an opinion of the market value of the real property. The above referenced property will hereafter be described as the subject or subject property, and additional description is included in the report. This appraisal report describes and explains the appraisal in a brief format with supporting data provided in the addenda. The transmittal letter, addenda, certification, assumptions and limiting conditions and the summary of facts and conclusions are all an integral part of this appraisal. This appraisal is performed considering the improved property in, as is condition.

The report defines market value and its source as well and other terms used, describes the property, the data used in the appraisal, appraisal techniques, and the analyses underlying the final opinion of value. Additionally, it contains a Certification of Value as required by the Uniform Standards of Professional Practice, and a Statement of Limiting Conditions. This appraisal also complies with the additional Standards of Professional Appraisal Practice and Code of Ethics required by the Appraisal Institute. The appraiser has complied with the USPAP competency provision.

The subject of this appraisal is described as residential development land that it is positioned on a site with a total land area of 42,688 square feet or 0.98 acres MOL.

Signed,

Kyle Winningham - Cert Gen RZ3688

CERTIFICATION

The undersigned do hereby certify that, except as otherwise stated in this appraisal:

- This appraisal of the subject property, sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this appraisal.
- I certify that, to the best of my knowledge and belief, the statements of fact contained in this appraisal are true and correct.
- I further certify that the reported appraisal analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
- I further certify that I have no present or prospective interest in the appraised property, and have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with the assignment.
- My compensation is not contingent upon the reporting a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of Uniform Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms, with the **2020-2021** Standards of Professional Practice as adopted by the Appraisal Foundation.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan, per the FDIC Final Rule on Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), effective September 19, 1990, as defined in 12 CFR Part 323.4.a.10. To our knowledge, the subject property has no significant natural, cultural, recreational, or scientific value.
- The person signing this certificate has made a personal inspection of the subject property as directed by the client.
- The appraiser previously appraised the subject in July 2024
- Effective date of appraisal is **01/28/2026**.

Signed,

X

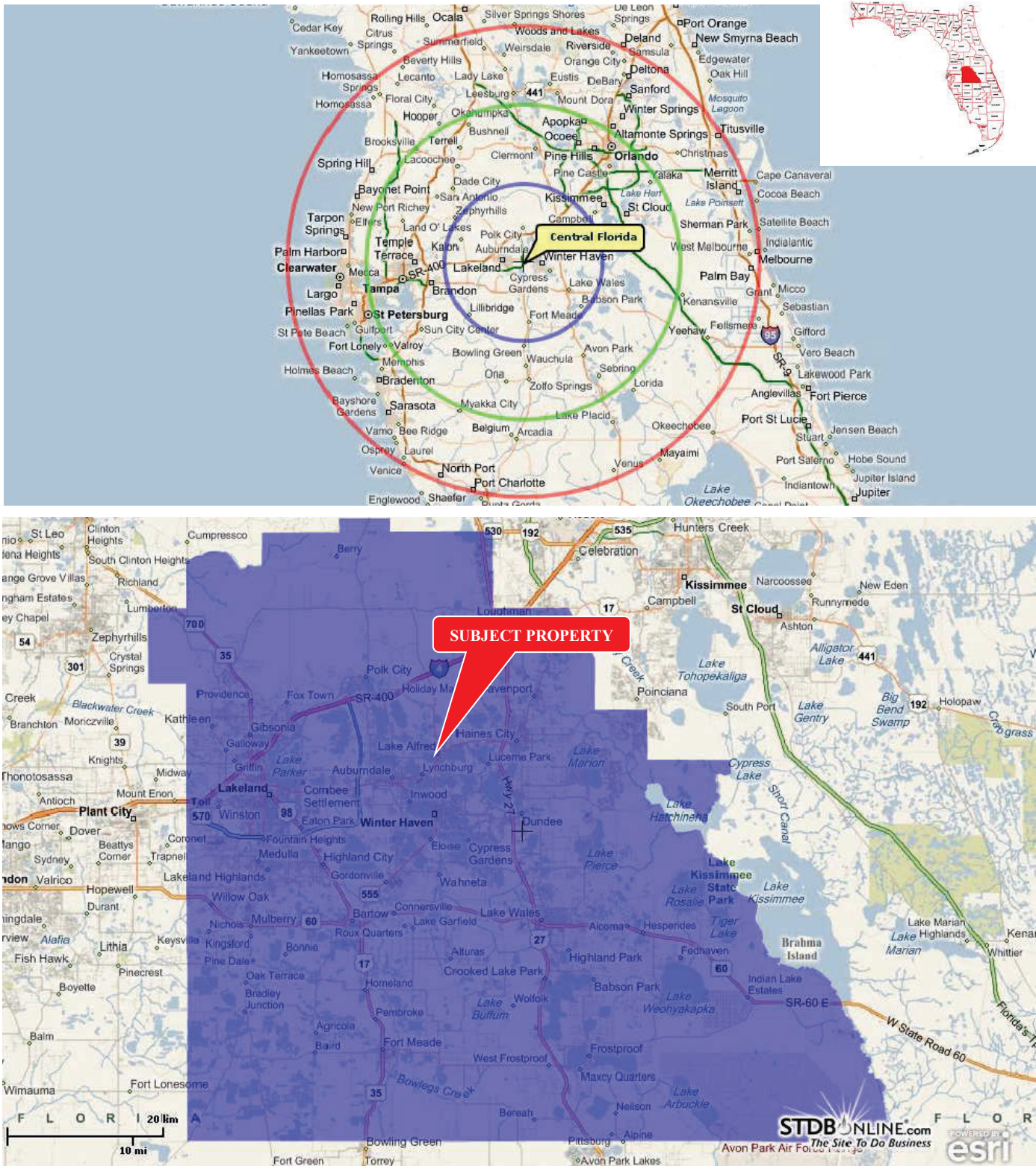


Randall Kyle Winningham
Cert Gen RZ3688

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

1. No responsibility is assumed for the legal description of for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised as clear title to the property that is free from all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering provided within the context of the appraisal assignment is assumed correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. Inspection of the property is visual and does not include warranty or guarantee against defects in materials or workmanship.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise noted in the report.
11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of use. The separate allocations for land and improvements may not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication or use by any party other than those identified as the intended users.
13. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
14. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
15. The property history has been provided by conversations with various individuals involved with the chain of title, and if available, various documents such as contracts, deeds, leases, and closing statements. No title search has been performed, nor is the history as presented herein warranted. Any contemplated interest in the appraised real estate should rely upon an opinion prepared by a qualified attorney-at-law.
16. There has been no soil or subsurface report or percolation test made available to the appraiser. Therefore, the appraiser cannot know any existing subsurface conditions that adversely affect the value of the subject property.
17. Acceptance and/or use of this Appraisal Report by the Client or any Intended User constitutes acceptance of the above Assumptions and Limiting Conditions. Liability extends only to the intended users, not subsequent parties or third party users of this report, and is limited to the amount of the fee received by the appraiser.
18. This appraisal does not reflect insurable value unless so stated and the replacement cost estimate used in the cost approach should not be used or considered as insurable value. Specifically, the replacement cost estimate does not reflect insurable value. The appraisal report as completed or in part should not be used outside of its reported intended use.
19. We do not authorize the out-of-text quoting from or partial reprinting of this appraisal.
20. Valuation is subject to the General Assumptions and Limiting Conditions, and the Special Assumptions.

LOCATION DATA:



LEGAL DESCRIPTION:

THOSE PORTIONS OF THE NORTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 3, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING PORTIONS OF A PARCEL RECORDED IN DEED BOOK 132, PAGE 122, PUBLIC RECORDS OF SAID POLK COUNTY, BEING DESCRIBED AS FOLLOWS:

TRACT 1:

THE WEST 135 (BEING THAT PORTION LYING WITHIN THE WEST 210 FEET OF AFORESAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122) OF THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET TO THE POINT OF BEGINNING; THENCE EAST 446.7 FEET; THENCE NORTH 58.70 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 60.00 FEET; THENCE WEST 161.70 FEET; THENCE SOUTH 43.70 FEET; THENCE WEST 135.00 FEET; THENCE SOUTH 75.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE EAST 75.00 FEET; THENCE NORTH 75.00 FEET; THENCE WEST 75.00 FEET; THENCE SOUTH 75.00 TO THE POINT OF BEGINNING.

TRACT 3:

COMMENCE AT A 5/8 INCH IRON ROD MARKED LB 7719 AND AN OLD IRON MARKER LOCATED AT THE SOUTHWEST CORNER OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122; THENCE NORTH 208.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 FEET; THENCE EAST 70 FEET; THENCE NORTH 70 FEET; THENCE WEST 70 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THE WEST 210 FEET OF SAID PARCEL RECORDED IN DEED BOOK 132, PAGE 122, LESS THE WEST 70 FEET OF THE NORTH 70 FEET, AND LESS THE WEST 75 FEET OF THE SOUTH 75 FEET, AND LESS THE SOUTH 75 FEET OF THE EAST 135 FEET.

The above described Tracts 1-4 also being described as follows:

That part of the North 1/2 of the North 1/2 of Government Lot 3, being part of the Southeast 1/4 of Section 5, Township 28 South, Range 26 East, Polk County, Florida, being a portion of a parcel recorded in Deed Book 132, page 122, Public Records of said Polk County, described as follows:

Begin at a 5/8 inch iron rod marked LB 7719 and an old iron Marker located at the southwest corner of said parcel recorded in Deed Book 132, page 122; thence North along the west line of said parcel 208.7 feet to a PK nail and disc marked LB 7719 located at the northwest corner of said parcel; thence East along the north line of said parcel 210.0 feet to the east line of a parcel recorded in Deed Book 855, page 63, of aforesaid Public Records, and a 5/8 inch iron rod marked LB 7719; thence South along said east line 208.7 feet to the south line of aforesaid parcel and a 5/8 inch iron rod marked LB 7719; thence West along said south line 210.0 feet to the POINT OF BEGINNING.

Subject to right-of-ways of record and of use

PARCEL #'S / ASSESSED VALUES / TAXES

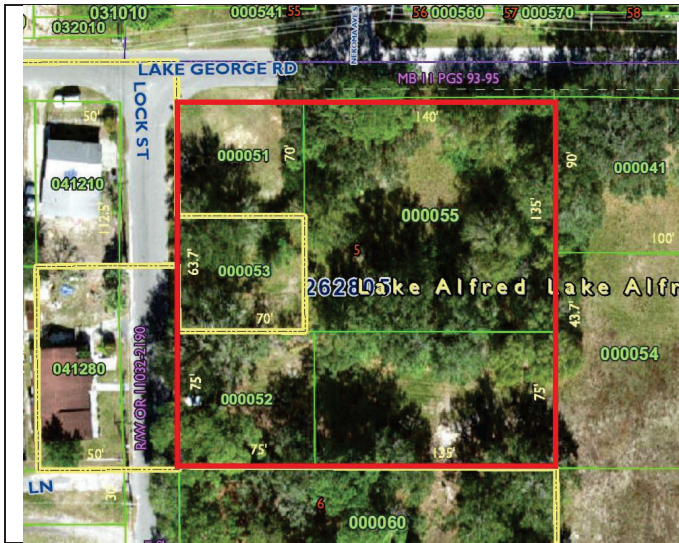
Parcel # - APN	Land Value	Imp Value	Misc Value	Tot Value	Taxes	Land Area
Total of All Parcels	\$33,233	\$0	\$0	\$33,233	\$607	0.98
26-28-05-526000-000055	\$12,806	\$0	\$0	\$12,806	\$246	0.41
26-28-05-526000-000051	\$5,039	\$0	\$0	\$5,039	\$97	0.10
26-28-05-526000-000053	\$5,129	\$0	\$0	\$5,129	\$68	0.10
26-28-05-526000-000052	\$6,078	\$0	\$0	\$6,078	\$117	0.13
26-28-05-526000-000054*	\$4,181	\$0	\$0	\$4,181	\$80	0.24

The assessed value is seldom considered a reliable value indicator for market value appraisal. Assessed value methodology (mass appraisal) is different than the methods used to estimate market value for a specific property, and is generally less reliable. Occasionally, it is helpful to establish trends, but it should also be noted that the effective age of the assessed value is generally based on the first day of the year. As such, as the market changes throughout the year the assessed values as they relate to market tend to be even less reliable. So in the final conclusion to value the assessed value is given little if any weight.

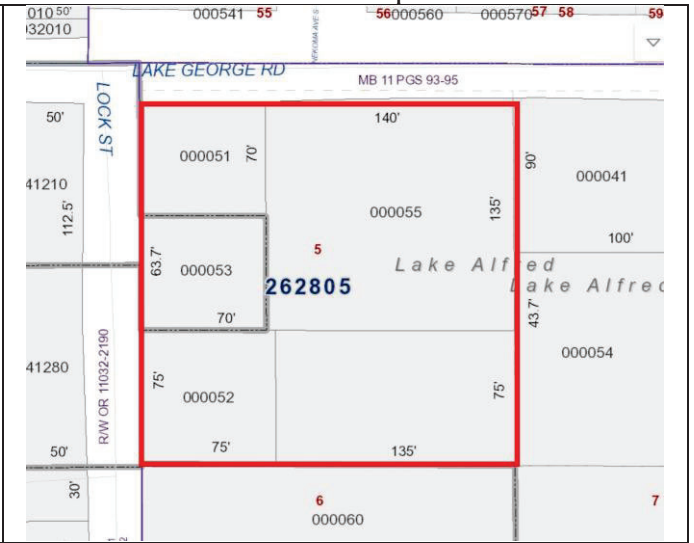
SALES HISTORY:

CURRENT OWNER OF RECORD	Wilson Irrevocable Family Trust
CURRENT LISTING PRICE	The subject is not currently listed for sale.
CONTRACT PRICE	The subject is not encumbered with a contract for purchase
PRIOR SALES	The subject has not sold in the prior 3 years.

Aerial Plat



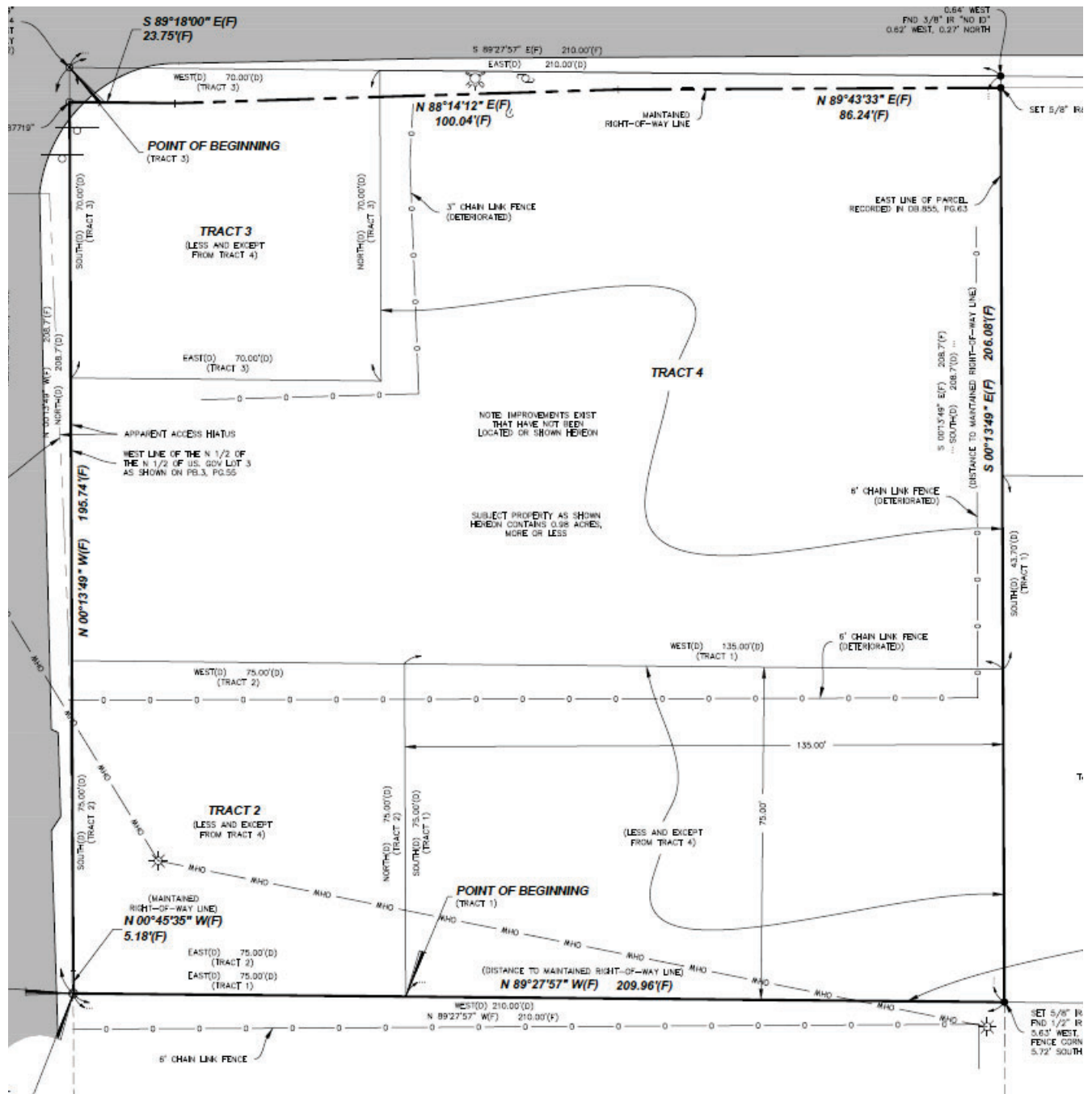
Plat Map



SITE DATA:

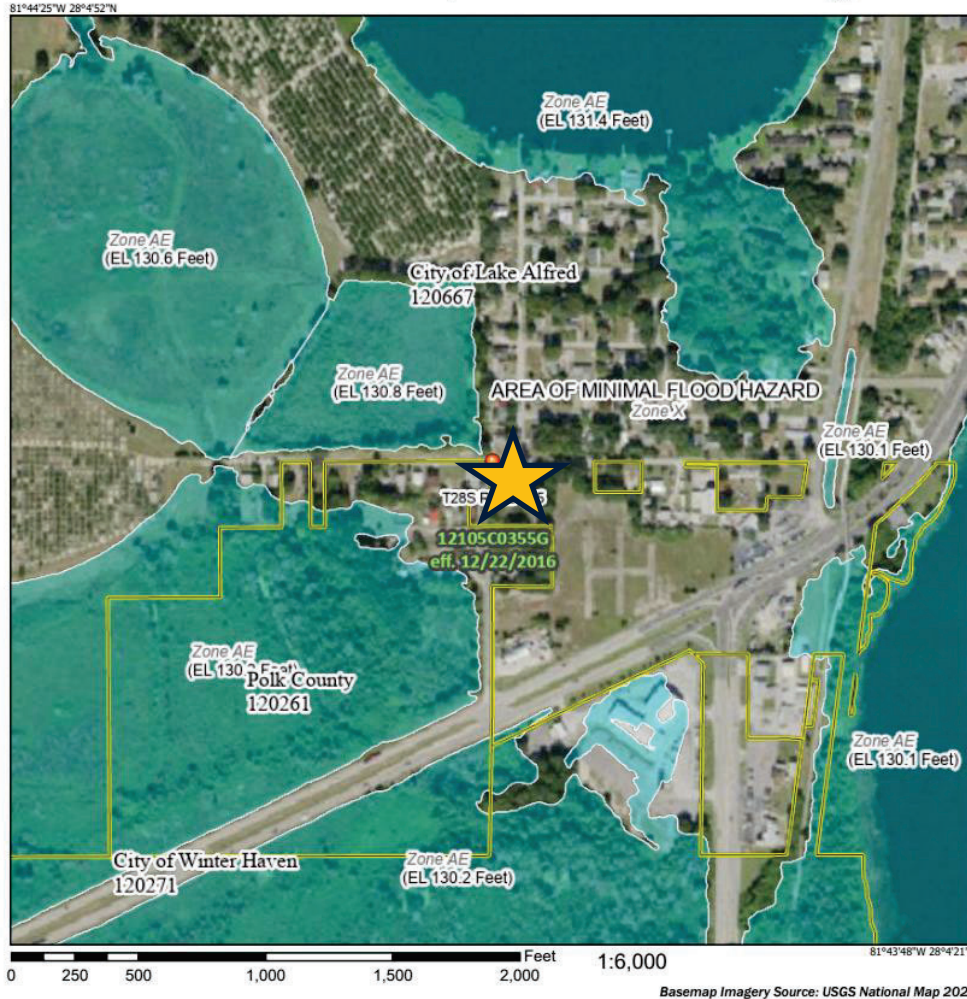
Location	Lake George Road, Lake Alfred, FL. 33850.
County	Polk
Land Size	42,688 square feet or 0.98 acres. The subject is an assemblage of 5 different parcels.
Access	The subject is directly accessible from Lock Street and Lake George Road
Shape	Mostly rectangular
Zoning	Vintage Residential Neighborhood (VRN) by the City of Lake Alfred. The intent of the Residential Districts is to provide a variety of decent, safe, and sanitary housing of various types, sizes, and within different price ranges to meet the needs of present and future residents of Lake Alfred. The Vintage Residential district intends to maintain the character of Lake Alfred neighborhoods established during the late 20th Century. Development density of 4 dwelling units per acre with a minimum lot are of 10,000 SF.
Land Use	Residential
Utilities	All utilities are available by either public works or by individual systems.
Topography	Mostly level near grade
Easements	Typical utility easements – do not adversely affect the value of the property.
Encroachments	None noted.

Winningham, Inc.



FLOOD MAP

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	- Without Base Flood Elevation (BFE) Zone A, V, A99 - With BFE or Depth Zone AE, AO, AH, VE, AR - Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X - Future Conditions 1% Annual Chance Flood Hazard Zone X - Area with Reduced Flood Risk due to Levee. See Notes. Zone X - Area with Flood Risk due to Levee Zone D
OTHER AREAS	- NO SCREEN Area of Minimal Flood Hazard Zone X - Effective LOMRs - Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	- Channel, Culvert, or Storm Sewer - Levee, Dike, or Floodwall
OTHER FEATURES	- Cross Sections with 1% Annual Chance Water Surface Elevation - Coastal Transect - Base Flood Elevation Line (BFE) - Limit of Study - Jurisdiction Boundary - Coastal Transect Baseline - Profile Baseline - Hydrographic Feature
MAP PANELS	- Digital Data Available - No Digital Data Available - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/30/2024 at 1:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

DEFINITION OF VALUE:

The purpose of this appraisal is to estimate the current market value of the subject property as defined by FDIC, Fed Reg 33888, Part 323, Section 323.2 Definitions (G), market value is defined as:

(g) *Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creating financing, or sales concessions granted by anyone associated with the sale.*

PROPERTY RIGHTS APPRAISED:

In this appraisal, the value sought is a fee simple interest. Following describes common values sought.

Fee Simple: *An absolute fee; a fee without limitation to any particular class of heirs restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. It is an inheritable estate.*

Leased Fee: *A property held in fee with the right of use and occupancy conveyed by lease to others. A property consisting of the right to receive ground rentals over a period of time, plus the right of ultimate repossession at the termination of lease.*

Leasehold: *A property held under tenure of lease. It is the right of use and occupancy of real property by virtue of a lease agreement; and the right of the lessee to use and enjoy real estate for a stated term upon certain conditions, such as payment of rent.*

IDENTIFICATION OF CLIENT / INTENDED USER(S) / & INTENDED USE OF THE APPRAISAL

This appraisal was ordered by The City of Lake Alfred, who is the client.

The intended user of the appraisal is the City of Lake Alfred.

The intended use of the appraisal is to determine if the market value of subject for a potential sale/purchase.

SCOPE OF WORK:

SCOPE OF WORK				
Appraisal Type		Complete Appraisal		X Less than Complete Appraisal
Report Requirement		Inspection Requirement		Measurements
Restricted Report		Exterior Inspection Only	X	Personally Measure
Appraisal Report	X	Interior & Exterior Inspection		Reference Survey / Bldg Plans
		No personal Inspection		Use Property Appraiser Records
		Inspect County Record Only		Use data from a previous report

It should be noted that an appraisal and an restricted appraisal report are two entirely different issues. The difference in the reports is simply the level of detail reported.

The client provided some information concerning the property. This and other information concerning the property that was relied on in valuing the subject includes:

- Engagement letter and client requirements
- Information identifying the property to be valued

The appraiser has reviewed recorded information by the county property appraiser, clerk of the court, tax collector, local Realtors MLS service and multiple data subscription services.

This appraisal includes only the real property. Trade fixtures that are a permanent part of the structure and can only be removed by destroying them or damaging the building are considered real property. Equipment and trade fixtures that can be removed are personal property and are not included in the appraisal. Personal property may be identified and valued, but only if specifically stated in the report.

Approaches to Value to be included in the development of the appraisal and in the report process		
Cost Approach	X	Not applicable to this property type – not performed
		Applicable but not necessary to the appraisal and not reported
		Applicable but not necessary to the appraisal, reported for support
		Applicable and necessary to the appraisal, and is reported
Income Approach	X	Not applicable to this property type – not performed
		Applicable but not necessary to the appraisal and not reported
		Applicable but not necessary to the appraisal, reported for support
		Applicable and necessary to the appraisal, and is reported
Sales Comparison Approach		Not applicable to this property type – not performed
		Applicable but not necessary to the appraisal and not reported
		Applicable but not necessary to the appraisal, reported for support
	X	Applicable and necessary to the appraisal, and is reported

USE OR EXCLUSION OF APPRAISAL APPROACHES TO VALUE

The subject is vacant land, there are no improvements to replicate therefore, the cost approach is not applicable. Land in the area is not typically leased and certainly not purchased based on its lease potential. As such, the income approach is not applicable or necessary to estimate the value of the subject and is not included in this report. The sales comparison approach is the only applicable approach to value for the subject property.

SCOPE OF REPORT:

This appraisal report describes and explains the appraisal in a summary format with supporting data provided in the body and addenda. The appropriate reporting option and the level of information necessary in the report are dependent on the intended use and the intended users. The reporting detail is not exhaustive but a summary of information pertinent to the appraisal. The client is familiar with the subject market and the appraiser has analyzed the market and marketability of the subject area as reflected in the “Neighborhood” heading in the report to follow.

This report complies with client requirements and USPAP reporting requirements specified in Standard Rule 2-2. “*The content of an Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum:*”

- (i) state the identity of the client and any intended users, by name or type;
- (ii) state the intended use of the appraisal;
- (iii) summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;
- (iv) state the real property interest appraised;
- (v) state the type and definition of value and cite the source of the definition;
- (vi) state the effective date of the appraisal and the date of the report;
- (vii) summarize the scope of work used to develop the appraisal;
- (viii) summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained;
- (ix) state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal;
- (x) when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;
- (xi) clearly and conspicuously:
 - state all extraordinary assumptions and hypothetical conditions; and

- *state that their use might have affected the assignment results; and*
- (xii) *include a signed certification in accordance with Standards Rule 2-3.*

USPAP also provides the appraiser with advisory opinions in the same publication as rules, standards and statements. These are identified as a form of “other communications” issued by the Appraisal Standards Board (ASB). Advisory opinions are published to illustrate the applicability of appraisal standards in specific situations and to offer advice from the ASB for the resolution of appraisal issues and problems. Since advisory opinions are offered solely for an advisory purpose, they are not considered part of USPAP, and the application of said opinions is not enforceable by the ASB.

HYPOTHETICAL CONDITION

Hypothetical conditions are defined as those conditions, which are contrary to what exists, but is supposed for the purpose of analysis. In this appraisal there is no hypothetical condition.

EXTRA ORDINARY ASSUMPTIONS

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinion or conclusion. There are no extraordinary assumptions in this appraisal.

REGIONAL DATA:

LOCATION:

The subject property is located in Polk County, Florida, which is located in the central portion of the state approximately midway between the Atlantic and Gulf coasts. The county covers approximately 2,011 square miles, and contains 18 municipalities, which include the Cities of Lakeland, Winter Haven, Bartow, Lake Wales, and Auburndale as well as other smaller communities. Bartow is the county seat, and the most populated areas are Lakeland and Winter Haven.

The county is approximately 25 miles West of Orlando, and approximately 20 miles East of Tampa. Polk County is only about 10 miles from Disney World. Lakeland is approximately 70 miles from Orlando and 40 miles from Tampa. From Winter Haven, it is about 50 miles to Orlando, or 60 miles to Tampa.

POPULATION:

According to the 2023 estimates, Polk County has a population of approximately 750,000 people. Within a 50-mile radius, the population is about 4 million, and within a 100-mile radius, it reaches nearly 10 million. Population forecasts indicate that Polk County will continue to experience steady growth over the next several years, driven by its location, economic opportunities, and quality of life.

INDUSTRY:

Polk County's economy thrives with a workforce exceeding 300,000 as of 2025. Key industries include citrus production, industrial warehousing, and distribution. Recent developments have bolstered the region's economic landscape, including the expansion of the CSX Intermodal Facility and the operation of a 1.2 million square foot Amazon fulfillment center, now complemented by additional logistics hubs from companies like Walmart and FedEx.



Tourism remains a cornerstone of the economy, with Winter Haven hosting Legoland Florida, owned by Merlin Entertainments. Estimated annual attendance at Legoland surpasses 2.5 million visitors, contributing significantly to local revenue. The park's success has spurred further investment, including the 152-unit Lego-themed hotel opened in recent years and ongoing expansions with new attractions planned through 2026. Polk County's central Florida location has access by road, air, and rail, supporting its role as a logistics and tourism hub. Beyond these dominant sectors, smaller industries such as agribusiness, manufacturing, and healthcare diversify and strengthen the county's economic resilience.

TRANSPORTATION:

Polk County benefits from a robust transportation network. Interstate 4, running east-west just north of Haines City, connects to I-75 to the west and I-95 to the east, facilitating seamless regional access. Major U.S. highways, including US 27, 17, 92, 98, and 60, converge near the county's urban centers, enhancing local and regional connectivity.

Commercial air travel is accessible via Tampa International Airport, 49 miles west, and Orlando International Airport, 50 miles east, both offering extensive domestic and international flights. Lakeland Linder International Airport supports regional commercial and cargo services, with recent expansions to accommodate growing demand.

Rail services are provided by CSX Transportation for freight, with spurs servicing industrial zones and daily operations supporting local logistics. Amtrak offers passenger rail service from a downtown Winter Haven station, connecting to major U.S. cities. The rail infrastructure supports both industrial and passenger needs, with ongoing investments to improve efficiency.

The trucking industry is well-established, with multiple firms operating terminals in Winter Haven, Lakeland, and Lake Wales. Companies like UPS, FedEx, and regional carriers provide daily pickup and delivery services, ensuring efficient goods movement. Investments in smart logistics and electric vehicle fleets are enhancing the county's trucking capabilities.

GOVERNMENT:

The executive and legislative powers of the county are vested in the five member Board of County Commissioners. While the county is divided into five separate districts, the election is held countywide. Each term lasts for four years with odd numbered districts holding elections in presidential election years, and even numbered districts holding elections two years later. Like all elected officials in the state, county commissioners are subject to recall. The commissioners elect a chairman and vice-chairman annually. The chairman then selects the chairs of each committee who work with the county manager to establish the policies of the board. The commission meets twice a month—generally every other Tuesday. Additional meetings take place as needed, but must be announced per the Florida Sunshine laws.

On a local level governments offer a variety of financial inducements to relocating and expanding industry for purposes of land acquisition, machinery and equipment purchase, construction and renovation, and miscellaneous related costs. Programs are available for both users and developers.

EDUCATION:

Polk County's educational landscape is robust, supporting workforce development and higher education. Two modern vocational-technical centers serve the region: Ridge Technical College, located on SR 544 between Winter Haven and Haines City, and Traviss Technical College, southeast of Lakeland on SR 540 in Eaton Park. Both offer cutting-edge training programs tailored to industry needs.

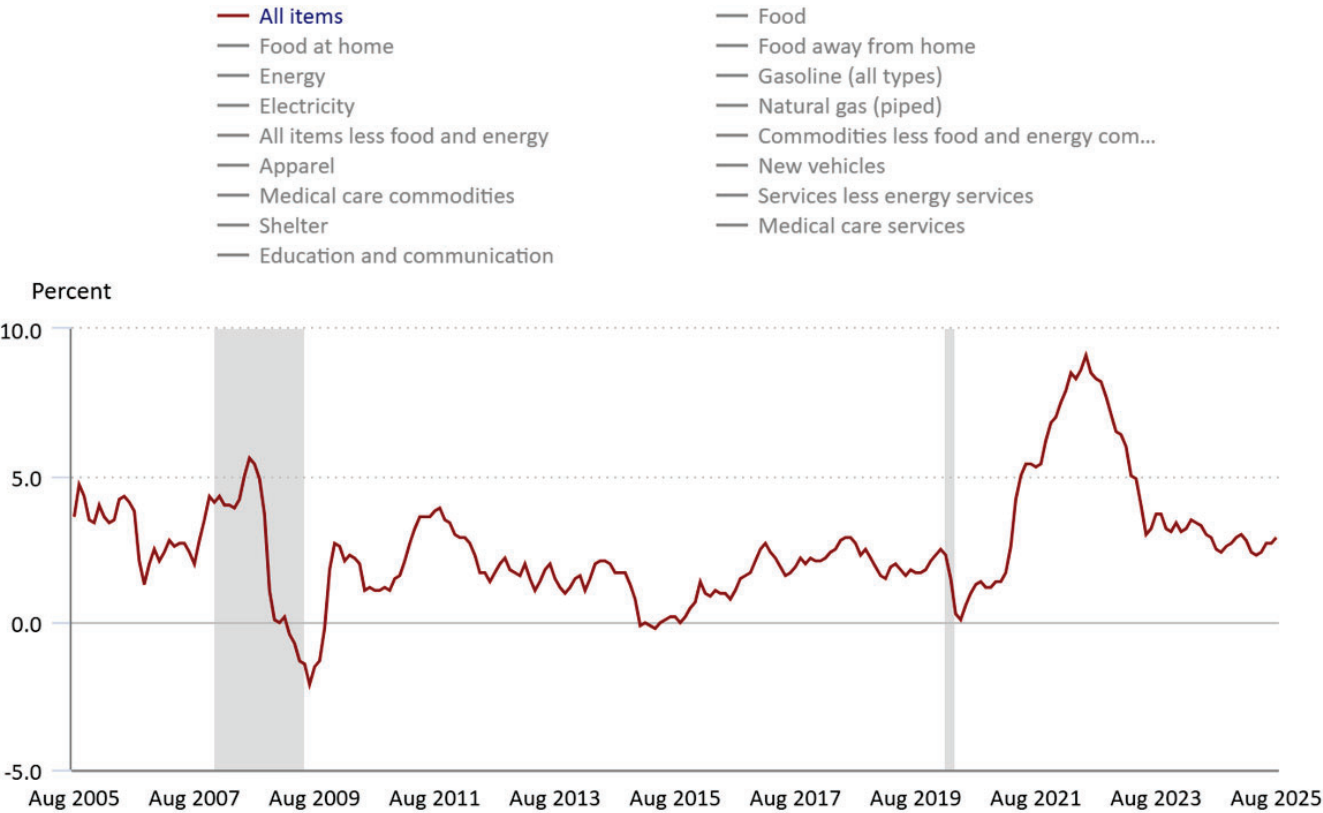
Polk State College operates across three campuses in Winter Haven, South Lakeland, and Lake Wales, spanning over 100 acres. As of 2025, it serves approximately 11,000 credit students and 9,000 non-credit students, supported by 1,300 faculty and staff. Enrollment distribution includes 6,000 students in Lakeland, 4,500 in Winter Haven, and 600 in Lake Wales. The college offers four-year degrees, initiated in 2010, and customizes programs to meet business community demands.

Florida Polytechnic University, established in 2014 on a 170-acre campus in Lakeland, is Florida's only public polytechnic university and a member of the State University System. It focuses on STEM education through interdisciplinary teaching and research, with partnerships spanning local and global scales. Enrollment has grown to 1,200 students, served by 80 academic and 120 administrative staff, reflecting its expanding role in preparing students for advanced technology careers.

Private post-secondary institutions in Polk County include Southeastern University, Florida Southern College, Warner University, and Webber International University, offering diverse academic programs and contributing to the region's educational vibrancy.

HISTORIC INFLATION

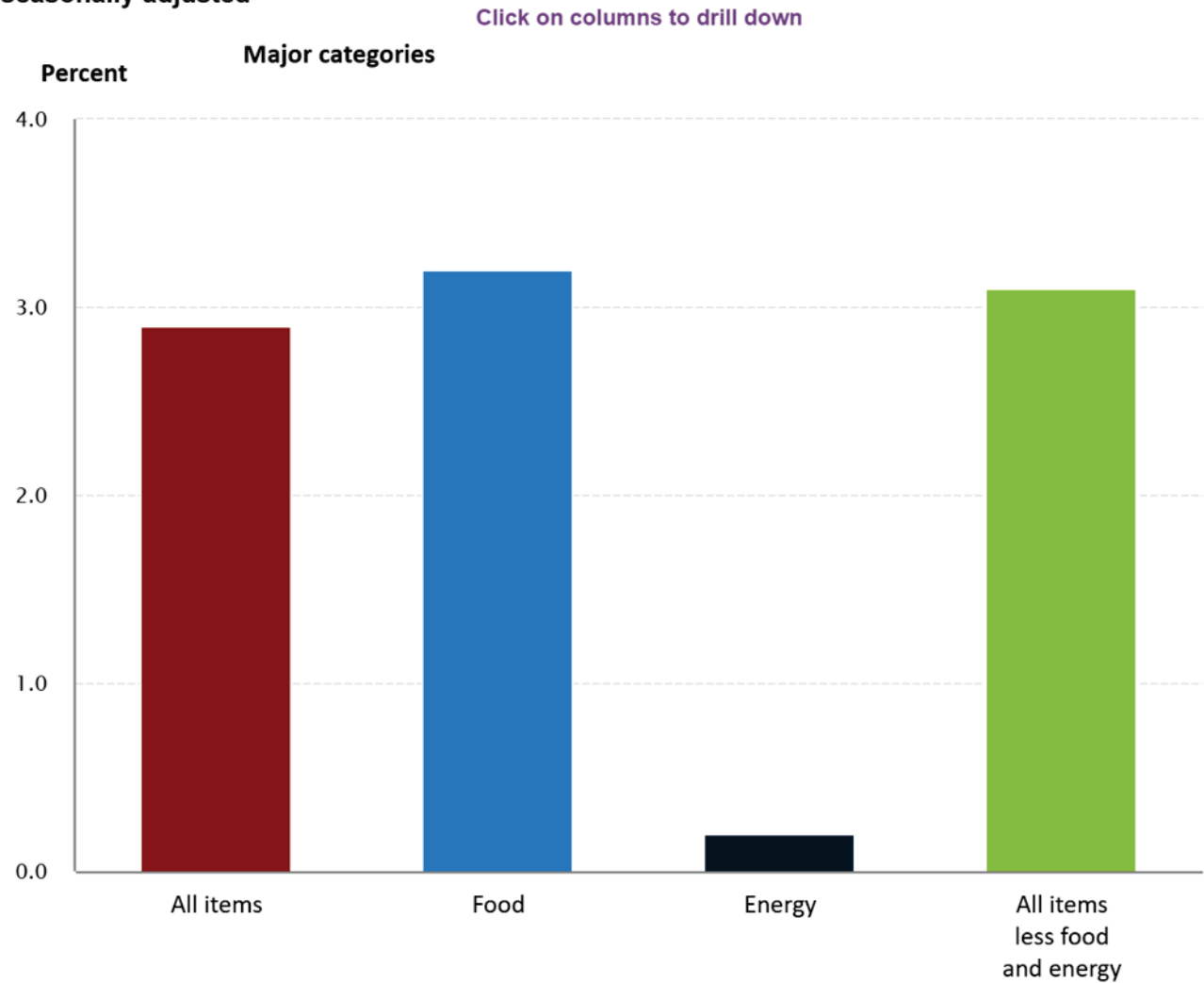
12-month percentage change, Consumer Price Index, selected categories, not seasonally adjusted



Source: U.S. Bureau of Labor Statistics.

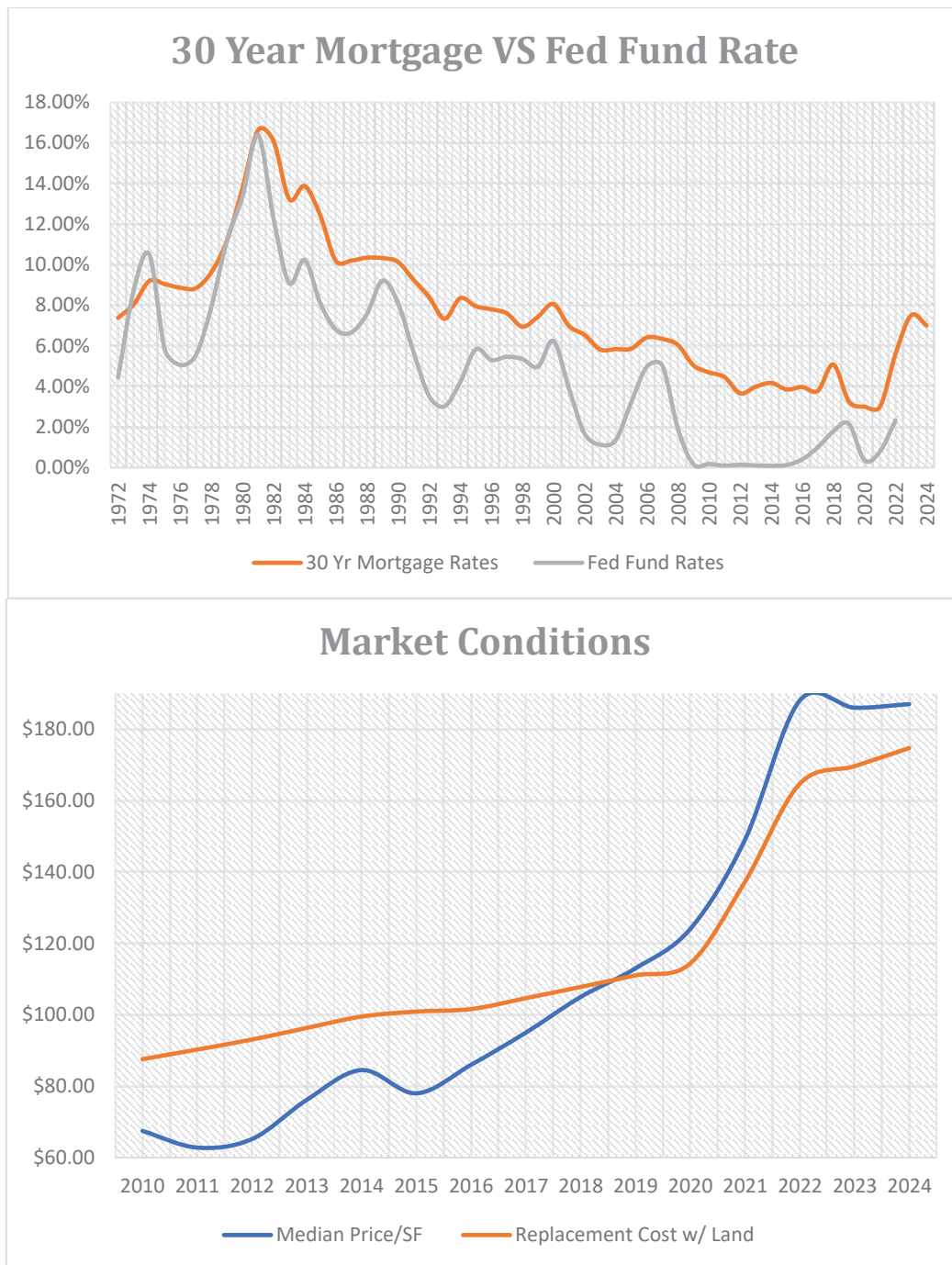


12-month percentage change, Consumer Price Index, selected categories, August 2025, not seasonally adjusted

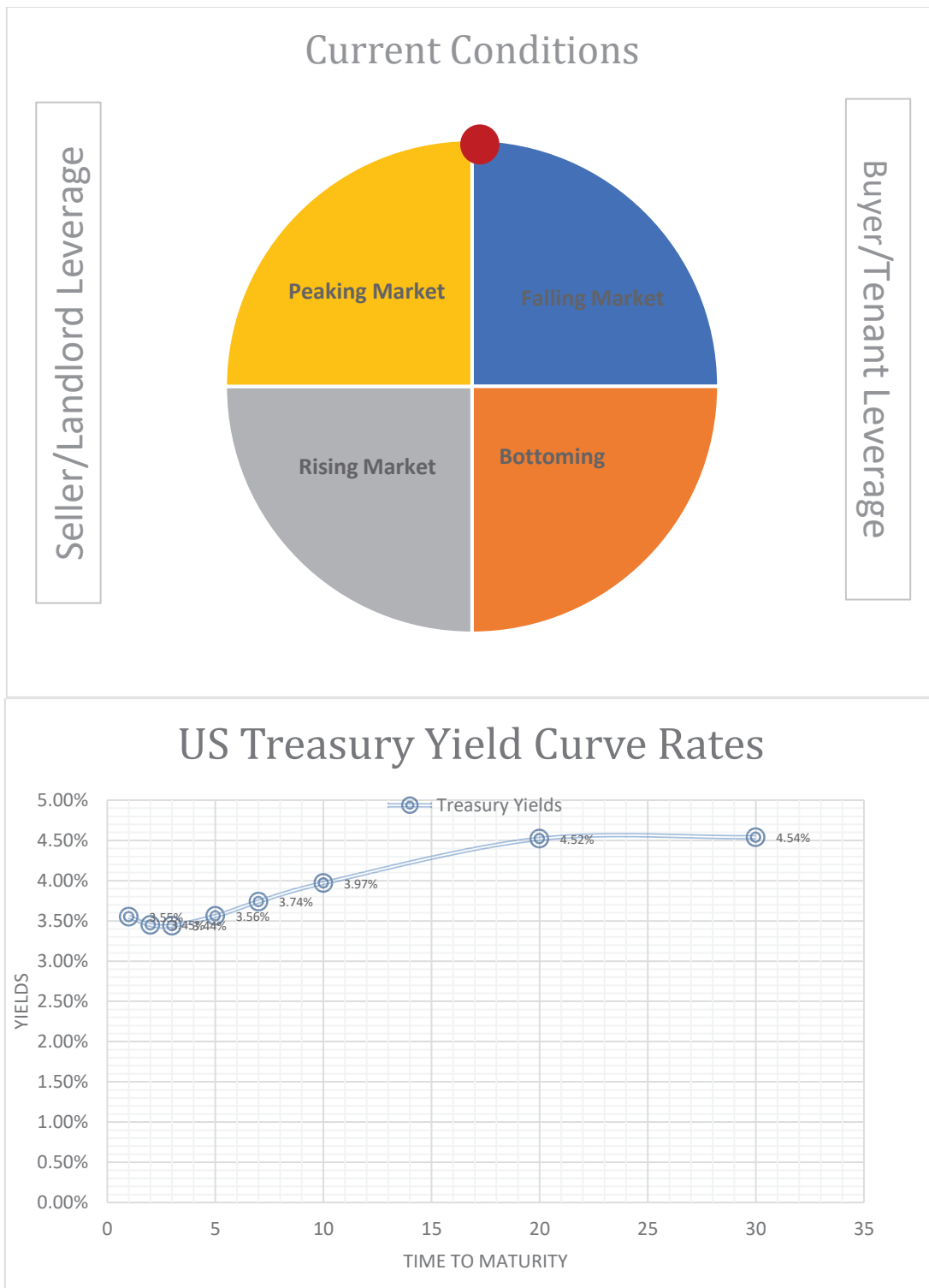


Source: U.S. Bureau of Labor Statistics

There are many variables contributing to stability and health of the market overall, including political factors as well as monetary policy. Currently the market is greatly influenced by the fed fund rate which is essentially the interest rate that banks charge each other for short term loans; the loans are used to meet the reserve requirement mandated by the Federal Reserve. The following table illustrates historic rates.

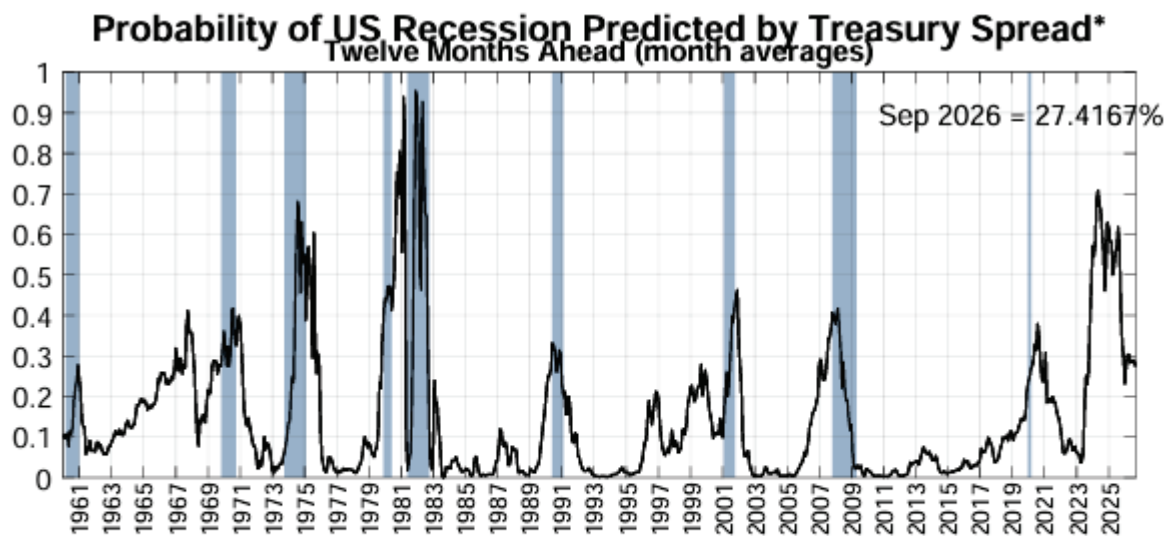


The illustration above reflects the market's transition from sale prices below replacement cost to market equilibrium as well as increased demand evidenced by greater sales volume. Replacement cost, in this analysis, is the average total cost of construction required to replace a residential improvement with a substitute of like utility. These costs include land, labor, materials, supervision, contractor's profit and overhead, architect's plans and specifications, sales taxes, and insurance. A market in equilibrium will have sale prices that are nearly equal to replacement cost; however, when this does occur it's typically only in passing while the upward trend continues until the market again has a correction and pushes sale prices down. Sale prices below replacement cost indicate economic obsolescence in the market place and should present less risk to both borrowers and lenders because the market should theoretically correct itself, allowing for large equity gains on behalf of the purchaser. However, both should be wary when sale prices significantly exceed replacement costs because the difference can quickly evaporate leaving purchasers upside down on their loan and lenders potentially adding to their Real Estate Owned (REO) portfolio.



Source: US Department of the Treasury; as of 10/22/25

This model uses the slope of the yield curve, or “term spread,” to calculate the probability of a recession in the United States twelve months ahead. Here, the term spread is defined as the difference between 10-year and 3-month Treasury rates.

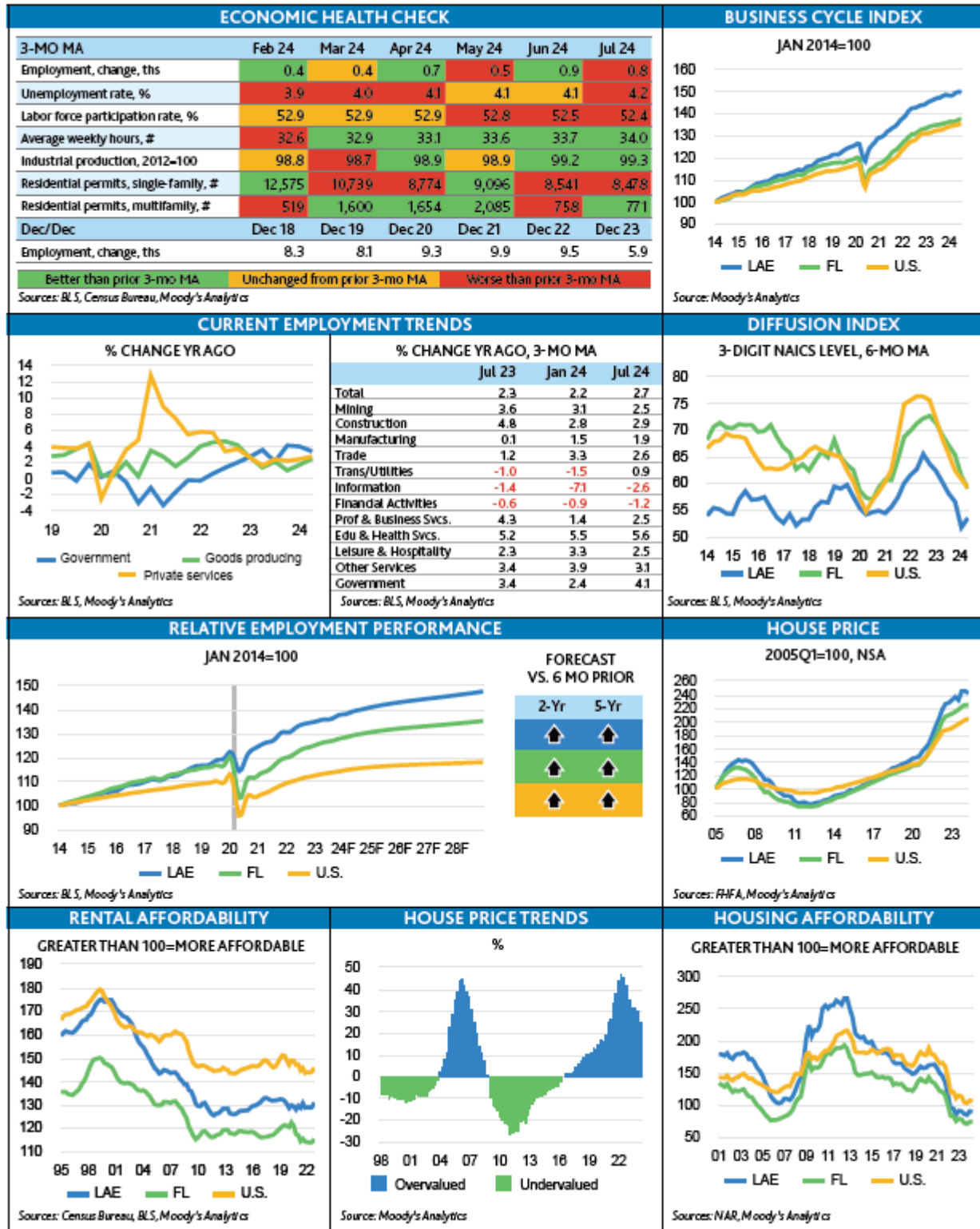


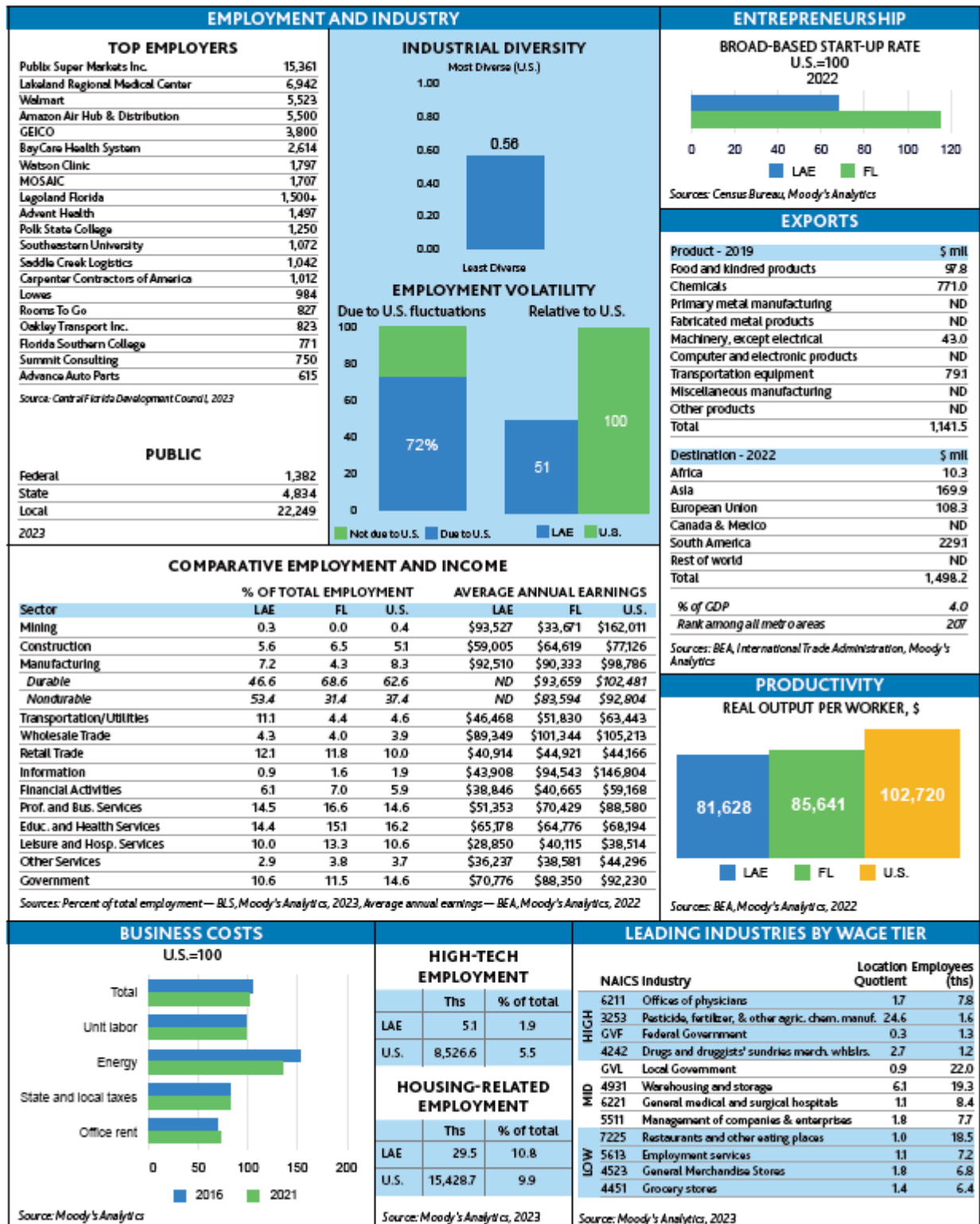
*Parameters estimated using data from January 1959 to December 2009, recession probabilities predicted using data through Sep 2025. The parameter estimates are $\alpha = -0.5333$, $\beta = -0.6330$.

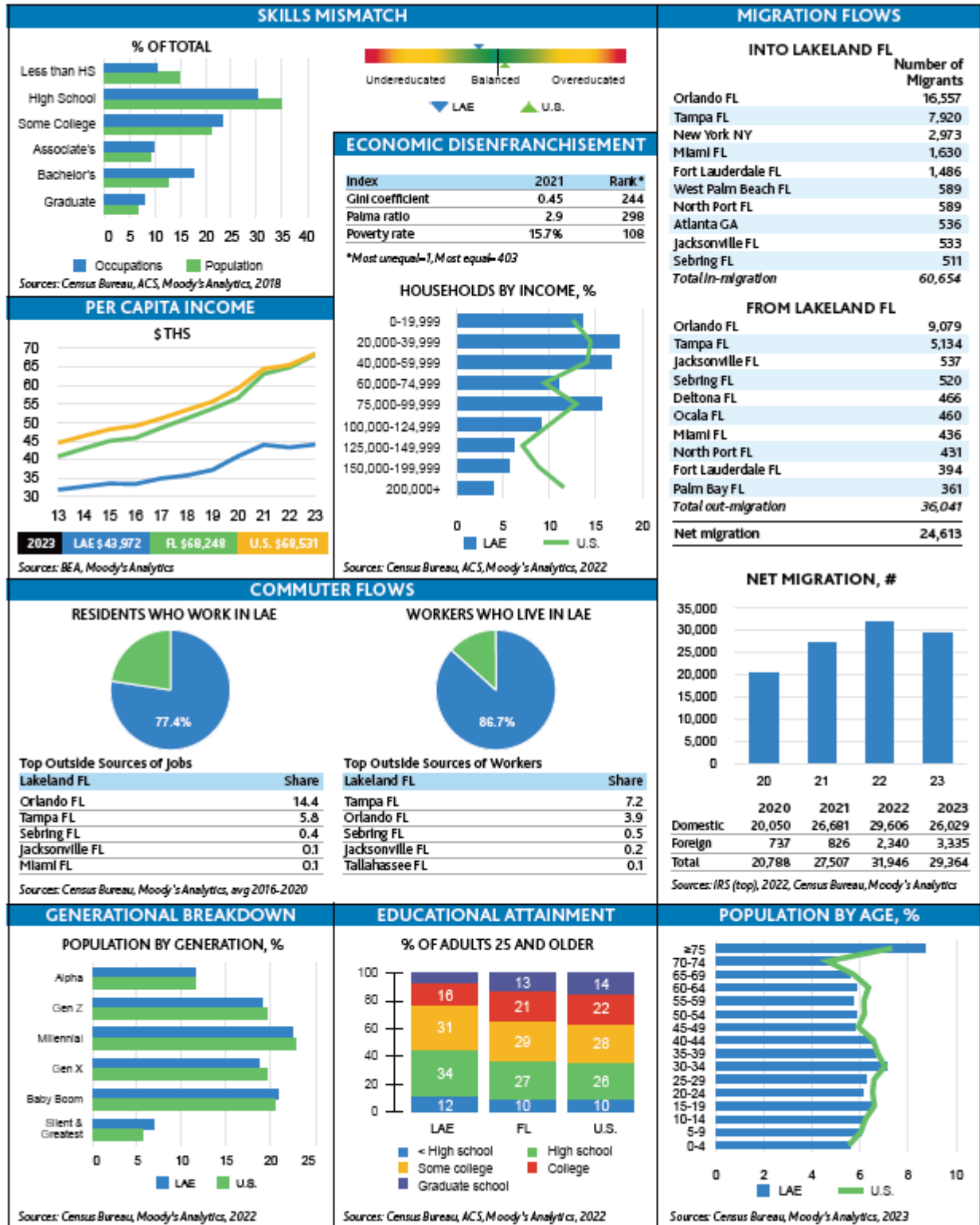
Updated 04-Oct-2025

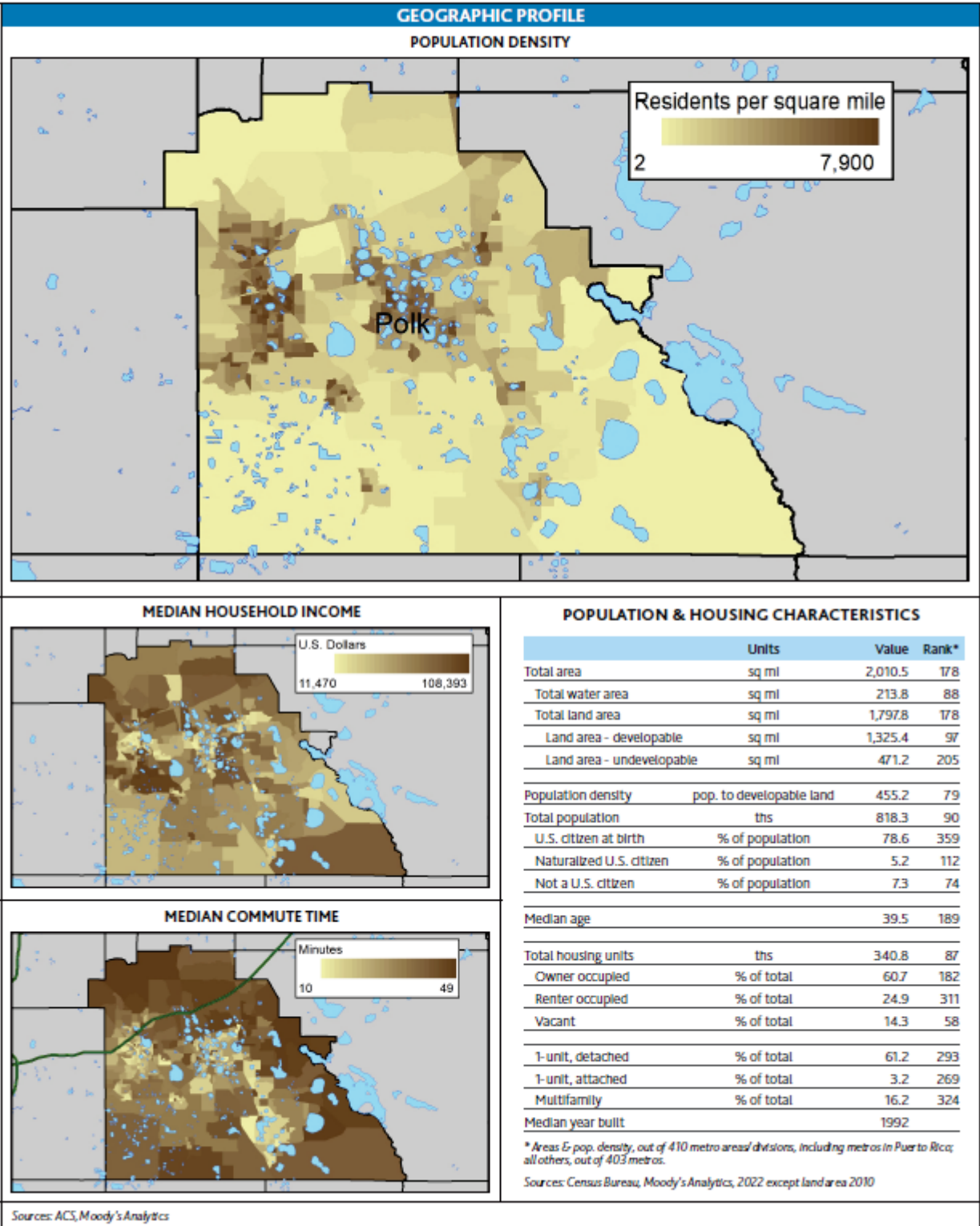
Source: Federal Reserve Bank of New York, *The Yield Curve as a Leading Indicator*,
https://www.newyorkfed.org/research/capital_markets/ycfaq.html





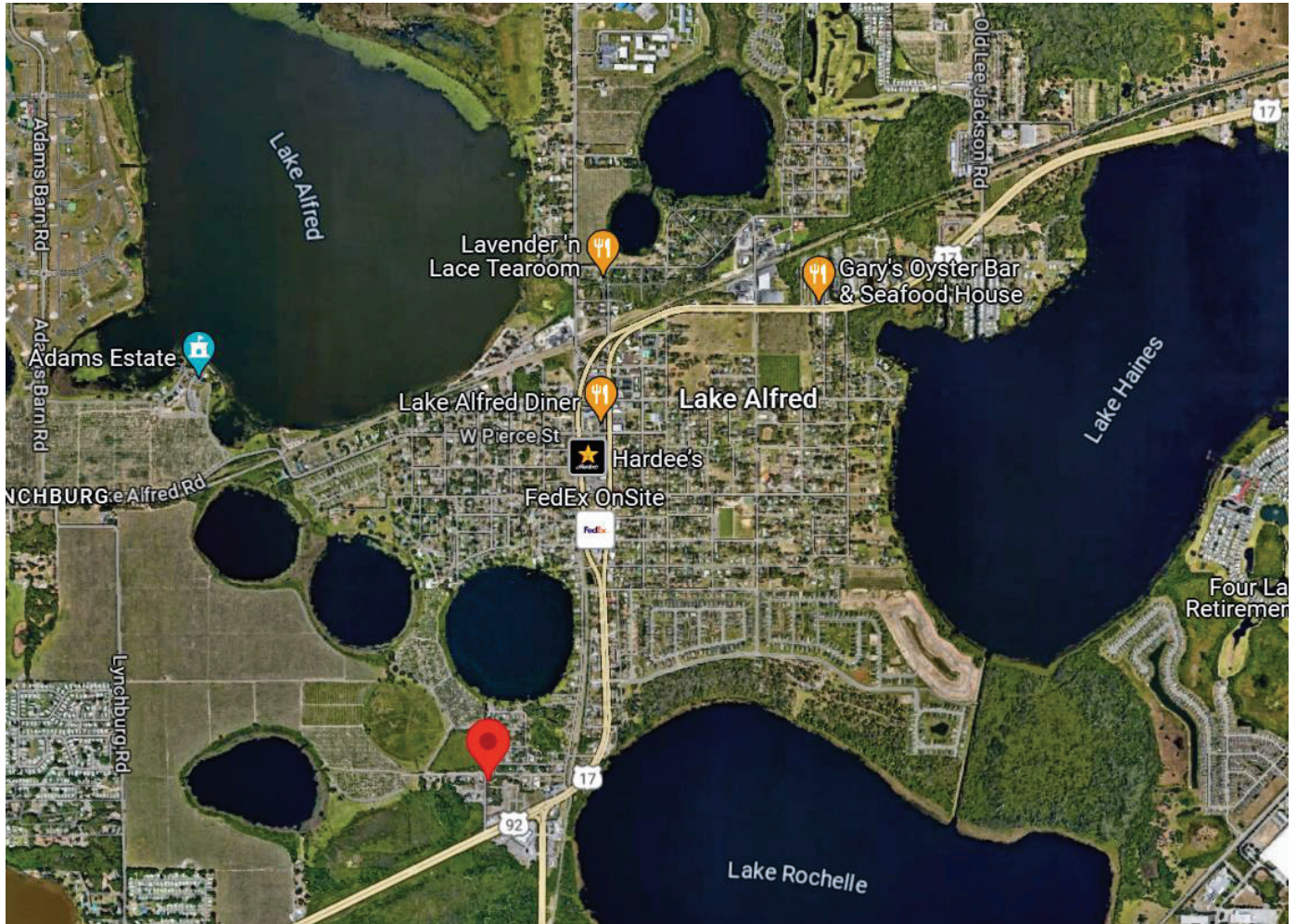






THE NEIGHBORHOOD

A “neighborhood” is defined in The Dictionary of Real Estate Appraisal, Fourth Edition, published by the Appraisal Institute, as “a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises”. It is further identified as a portion of a larger community, or an entire community, in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community interest. Neighborhood boundaries may consist of well-defined natural or man-made barriers or they may be more or less well-defined by a distinct change in land use or in the character of inhabitants.



The neighborhood is generally defined as incorporated areas of Lake Alfred.

Surrounding development includes									
North	Residential								
South	Residential								
East	Residential								
West	Residential								
Neighborhood Physical Characteristics (as it compares to competing neighborhoods)									
Neighborhood Type	CBD		Urban	X	Suburban		Rural		Planned Development
Neighborhood Cycle / Phase	Development	X	Stability		Declining		Redevelopment		Vacated Area
Streets / Access – Neighborhood	Fair		Average	X	Good		Well Maintained		Not Well Maintained
Overall Neighborhood Appeal	Fair		Average	X	Good		Well Maintained		Not Well Maintained
Continuity of Property Use	Mixed		Typical		Planned		Changing	X	In Decline
Utilities Available to the Area	Water	X	Sewer	X	Gas	X	Media Services	X	Wells & Septic Systems
Predominant Land Use	Agriculture		Residential	X	Commercial		Industrial		Institutional / other
Common Age of Structures	0 to 10 yrs	X	11 - 20 yrs		21 – 30 yrs		31 – 50 yrs		50 years plus
Neighborhood Economic Characteristics (as it compares to competing neighborhoods)									
Rate of Development	Slow		Moderate	X	Rapid		Increasing		Decreasing
Development Trend	Slow		Moderate	X	Rapid		Increasing		Decreasing
Sales Volume	Low		Moderate	X	High		Increasing		Decreasing
Sale Prices	Decreasing		Stable	X	Increasing		Near Equilibrium +		Below Equilibrium
Availability - Capital / Financing	Fair		Average	X	Good		Increasing		Decreasing
Cost of Funds – Overall ++	Decreasing		Stable	X	Increasing		Common Finance Rates and Terms Mortgage Term 20 years Balloon Term 3 to 5 years Mortgage Rate 8.00% Loan To Value Ratio 75% Debt Service Coverage Ratio 1.15 to 1.25		
Supply – All Nbrhd Uses	Decreasing		Stable	X	Increasing				
Demand – All Nbrhd Uses	Decreasing		Stable	X	Increasing				
Vacancy – All Nbrhd Uses	Decreasing		Stable	X	Increasing				
Supply – Subject Specific +++	Decreasing		Stable	X	Increasing				
Demand – Subject Specific	Decreasing		Stable	X	Increasing				
Vacancy – Subject Specific	Decreasing		Stable	X	Increasing				
Value Change - All Nbrhd Uses	Decreasing		Stable		Increasing	X	Near Equilibrium		Below Equilibrium Val

+ Equilibrium Value is defined as a point in time when the cost to develop a property is similar to both its market value and its market price.

++ Cost of Fund includes all factors related to obtaining financing including rate, time and difficulty, closing costs, and collateral demand.

+++ Subject Specific - refers to the subjects use in general, such as office, medical office, retail, residential, industrial, agriculture, etc.

MARKETING TIME

“Marketing Time” is the estimated period of time that a property may need to be exposed to potential buyers in order to locate a willing and able purchaser, and is in anticipation (forward looking) to a sale. Based on the sales volume, identified listings of similar properties, the subject’s location and current demand, the estimated marketing time is 6 months or less.

“Exposure Time” is the time that properties (sales) were marketed before a buy/sale agreement was (historic data) realized. This data is best reported in the local Multiple Listing System (MLS), but properties like the subject are not often listed and sold through this system. As such, exposure data is limited for many types of commercial properties. As such, the exposure period is typically based on interviews with those active in the non-residential market. Based on the best information found, the exposure period linked with the value reflected in this appraisal is estimated at 6 months or less.

HIGHEST AND BEST USE

The term “highest and best use” is generally accepted to indicate that legal use which is most likely to produce the greatest net return to the land over a given period of time. It is well defined in the Appraisal Institute’s publication, Dictionary of Real Estate Appraisal, Fourth Edition, as follows:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.”

Implied is recognition of the contribution to a community environment or community development and not only wealth maximization. Also implied is the understanding that highest and best use results from the appraiser’s judgment and analytical skill, i.e., that the conclusion represents an opinion, not a fact. The concept of highest and best use is critical to the appraisal, because it represents the premise upon which value is based.

HIGHEST AND BEST USE AS VACANT:

The Dictionary of Real Estate Appraisal – Fourth Edition defines highest and best use as though vacant as “Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.”

The definition applies specifically to the highest and best use of land. It is recognized that in cases where a site has existing improvements, the highest and best use may be different from the existing use. The existing use will continue, however, until the land value as vacant exceeds the value of the land with the improvements. Additionally, a conclusion of highest and best use as vacant for a use other than the current use identifies the potential for functional or economic obsolescence of existing structures.

Physically Possible Use

The size, shape, area, and topography of a parcel of land affect the uses to which it can be developed. The capacity and availability or the lack of access to utilities may have a significant economic effect on a site. A site’s topography or subsoil conditions may make development restrictive or costly, and adversely affect its potential use. These factors carry significant weight with regard to highest and best use; because if the site is not physically capable of supporting any form of development, then the highest and best use of the land is only as a contribution to a larger community.

The site is large enough to provide for a wide variety of residential uses. Topography and soil attributes appear adequate to support most types of conventional construction and utilities are available.

Legally Permissible Use

The most common legally restrictive items include zoning and private restrictions. Zoning is generally a government or community function, but in addition to these controls, private restrictions may be placed on a property by leases or deed restrictions. Other restrictions may include rent controls, historic district controls, or environmental regulations.

The zoning designation allows for low-density residential uses. There are no deed restrictions, rent controls, or environmental issues noted.

Financially Feasible Uses

Uses that are physically possible and legally permissible are then analyzed further to determine which are likely to produce an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and return on equity capital. Uses expected to produce a positive return are regarded as financially feasible. In order to estimate highest and best use, significant consideration is given to marketing time, supply and demand, and changing economic factors.

The legal use allows for residential applications and considering the development trends and location of the subject, residential functions reflect financially feasible uses.

Maximally Productive Use

Of the uses that are financially feasible, the use that will provide the greatest net return to the land as if vacant is the highest and best use; however if the property is improved and the improvements contribute more to the value of the property overall than the land would if vacant, then the maximally productive use must recognize the value of the property with the improvements.

Based on the preceding discussion, the maximally productive and highest and best use as vacant is for residential purposes.

SALES COMPARISON APPROACH:

In order to estimate the subject's market value by the Sales Comparison Approach, a search was made to locate sales reasonably similar to the subject. Since each property is unique, it is necessary to make adjustments to the comparable for differences.

There are typically two parts of a sale that require adjustment, which includes the value influences attributed the transaction, and then the differences in the real property. Transaction adjustments are generally for property rights conveyed, financing terms, condition of sale, and market change. These adjustments must be made before the adjustments for property differences. The subtotal of the sales price after adjusting for these differences should then become the basis to adjust for physical variations (location, site size, building size, etc.).

Property Rights Conveyed:

Occasionally, properties that sell do not include all of the rights, which may be lawfully owned. The property rights transferred are therefore less than a fee simple interest. An example would be if a leased property were sold subject to the lease terms that gave the tenant the right to occupy the property. The buyer has not purchased the immediate right of occupancy. If the appraiser uses a property as a comparable, where the rights conveyed are not similar to the specific property rights appraised, then an adjustment is appropriate.

Financing Terms:

The transaction price of one property may differ from an identical property as a result of variations in financing arrangements. Since I am appraising the property assuming a cash sale or with terms comparable to a cash transaction, the differences in financing terms may require equivalency adjustment.

Conditions of Sale:

Adjustments for condition of sale are usually applied to reflect the differing attitudes and motivations between buyers and sellers. These adjustments are made based on typical sales conditions evidenced in the market. Such differences could include distressed sale situations, sales incentive programs, or a broad range of issues.

Market Change:

Adjustments for time are really adjustments for changes in market conditions from the date of sale as compared to the effective date of appraisal. Changes in the market may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. Adjustments for location are required for variations in location characteristics between competing neighborhoods. They are usually expressed as percentages that reflect the increase or decrease in value evidenced in the market and attributable to the buyer's perceived advantage or disadvantage.

Physical Characteristics:

When physical characteristics of a comparable and the subject property differ, each of the differences may require adjustment. Physical differences for land comparables may include size, shape, topography, visibility, accessibility, availability of utilities, zoning, functional utility, or numerous other differences. The most common adjustments for physical differences include:

Location: The location adjustment is needed when location characteristics of a comparable property are different from those of the subject. The adjustments are typically expressed as percentages that reflect the increase or decrease in value resulting from differences in the location characteristics.

Site Size: This adjustment is typically applied as a percentage to the unit price applicable. If the comparable is larger than the subject, the adjustment will usually be downward; since the adjustment is based on the unit value of building including land. If the unit value indicator used is not the price per square foot of building including land, the adjustment may be upward.

Legal Use: Legal use of a property may be different from the subject due to zoning, deed restrictions, rent controls, or other differences in available use. Differences in legal use do not always require adjustment; however, such as when a property is sold subject to a zoning change or approval for a particular use. Also, differences in legal use may not result in a measurable variation between unit value indicators and an adjustment may not be appropriate.

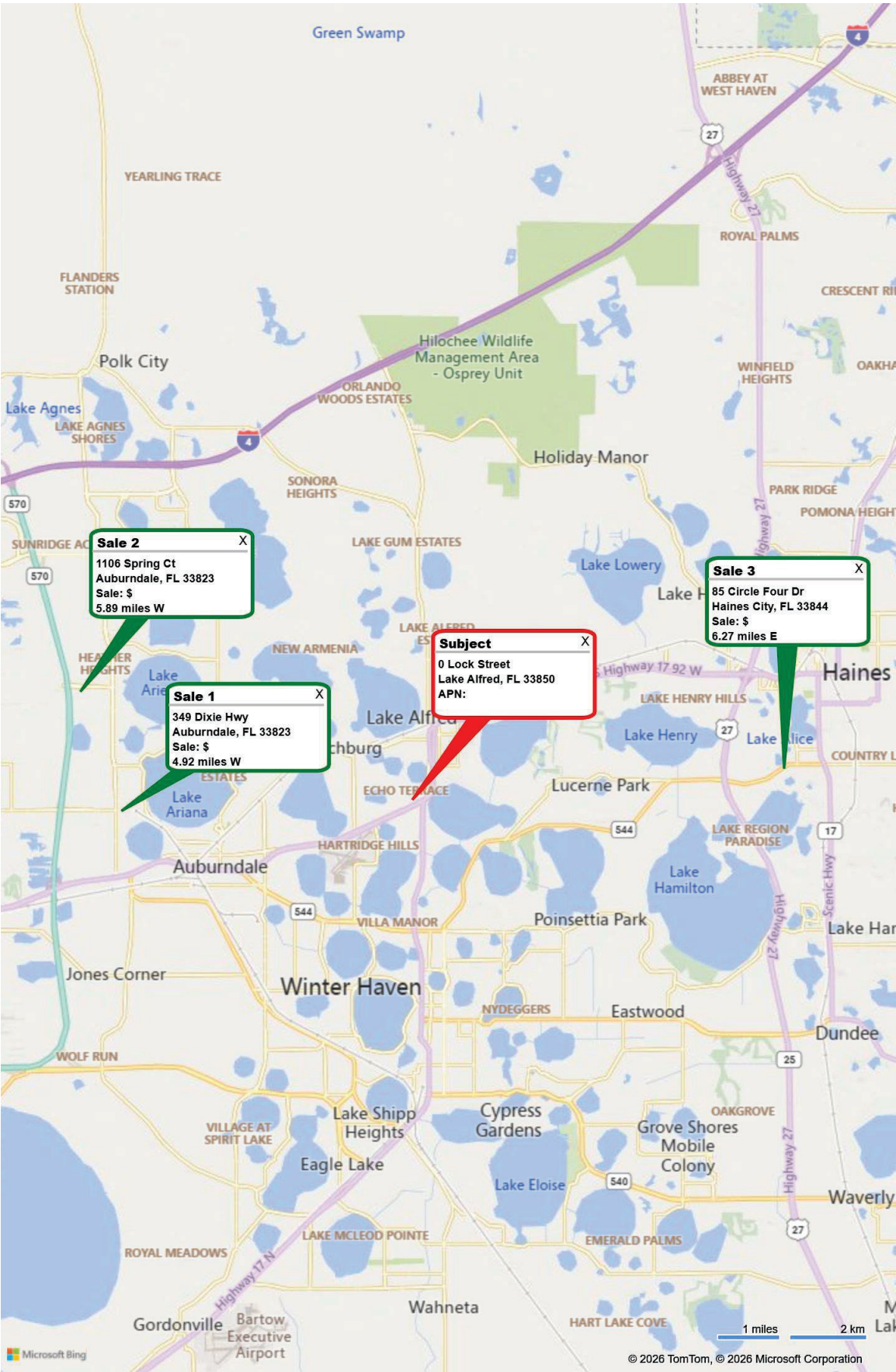
Functional Utility / Shape: This adjustment is also usually applied as a percentage to the unit price applicable. The shape / geologic characteristics / or other physical factors of a parcel may inhibit certain types of construction; which may affect the marketability and value of a site. A curable functional deficiency may be expressed as a dollar amount.

Visibility and Accessibility: This adjustment is generally predicated on the specific position of a site and its desirability based on the high traffic volumes, and the ease or difficulty in accessing or departing from a site.

Sequence of Adjustments: When using percentage adjustments, a sequence for the adjustments must be strictly followed, otherwise the results will not be accurate. There are basically two groups of adjustments that should be made. The first group of adjustments should be made for differences as a result of the sales transaction (differences in the property rights conveyed, conditions of sale, financing terms, and market change). The subtotal of the sales price after adjusting for these differences should then become the basis for the adjustments for physical variations (location, site, legal uses, functional utility, etc.).

All adjustments are made considering the market response to the various items. The presence or absence of a physical item does not necessarily equal the cost of installing, removing, or repairing a variation. Many times, an adjustment will require considerable judgment by the appraiser. This is usually due to the lack of data in the market for paired sales analysis.

LAND SALES COMPARABLE MAP



LAND COMPARABLE SALE #1

		OR Book / Page County		13616/00817 Polk	
		Indicated Values			
		Sale Date		30-Jun-25	
		Sale Price		\$75,000	
		Val Site Improvements		\$0	
		Adj Sale Price		\$75,000	
		Land Area		26,136	Sq Ft
		OA Land Unit Value		\$2.87	Sq Ft
		Land Area		0.60	Acres
		OA Land Unit Value		\$125,000	Acres
		Area Low and Unusable		0.00	AC
		Unit Value / Low Land		\$0	AC
		Value of Low Land		\$0	AC
		Adjusted Value		\$75,000	AC
		Value Useable Land		\$125,000	AC
		Adj Value Useable Land		\$2.87	Sq Ft
		Useable Land Area		0.60	AC
Property Location		Zoning	RL-3 by Polk County		
		Land Use	Residential		
349 Dixie Highway, Auburndale, FL 33823					
Grantor: Milford Hall					
Grantee: Chime Group, LLC					
Property Rights Conveyed:		Fee Simple			
Financing / Sales Concessions:		None - Cash to Seller			
Market / Conditions of Sale:		Arms Length Transaction / Typical Market Influences			
Appraisers Property Number:		25-28-04-319001-010050	Taxes: \$688	Year: 2025	
Notes:					

LAND COMPARABLE SALE #2

	OR Book / Page		13678/01736	
	County		Polk	
	Indicated Values			
	Sale Date		22-Aug-25	
	Sale Price		\$131,000	
	Val Site Improvements		\$0	
	Adj Sale Price		\$131,000	
	Land Area		41,382	Sq Ft
	OA Land Unit Value		\$3.17	Sq Ft
	Land Area		0.95	Acres
OA Land Unit Value		\$137,895	Acres	
Area Low and Unusable		0.00	AC	
Unit Value / Low Land		\$0	AC	
Value of Low Land		\$0	AC	
Adjusted Value		\$131,000	AC	
Value Useable Land		\$137,895	AC	
Adj Value Useable Land		\$3.17	Sq Ft	
Useable Land Area		0.95	AC	
Zoning		RM by Polk County		
Land Use		Residential		
Property Location				
1106 Spring Ct, Auburndale, FL 33823				
Grantor: SAVO Realty Group, LLC				
Grantee: Stephen & linda Donnelly				
Property Rights Conveyed:		Fee Simple		
Financing / Sales Concessions:		None - Cash to Seller		
Market / Conditions of Sale:		Arms Length Transaction / Typical Market Influences		
Appraisers Property Number:		25-27-29-301200-000030	Taxes: \$401	
Notes:		Year: 2025		
There was previously a mobile home on the property which was removed subsequent to the sale				

LAND COMPARABLE SALE #3

	OR Book / Page	13698/01505		
	County	Polk		
	Indicated Values			
	Sale Date	5-Sep-25		
	Sale Price	\$150,000		
	Val Site Improvements	\$0		
	Adj Sale Price	\$150,000		
	Land Area	63,598	Sq Ft	
	OA Land Unit Value	\$2.36	Sq Ft	
	Land Area	1.46	Acres	
OA Land Unit Value	\$102,740	Acres		
Area Low and Unusable			0.00	AC
Unit Value / Low Land			\$0	AC
Value of Low Land			\$0	AC
Adjusted Value			\$150,000	AC
Value Useable Land			\$102,740	AC
Adj Value Useable Land			\$2.36	Sq Ft
Useable Land Area			1.46	AC
		Zoning	R-1-AAA by Haines City	
Property Location		Land Use	Residential	
85 Circle Four Dr, Haines City, FL 33844				
Grantor:		Carmen Torres & Francisco Cintron		
Grantee:		Jose & Maria Martinez		
Property Rights Conveyed:		Fee Simple		
Financing / Sales Concessions:		None - Cash to Seller		
Market / Conditions of Sale:		Arms Length Transaction / Typical Market Influences		
Appraisers Property Number:		27-28-05-820517-000010	Taxes:	\$2,878
Notes:			Year:	2025

LAND VALUE ESTIMATE

THE DIRECT SALES COMPARISON APPROACH										
		Comparable 1		Comparable 2		Comparable 3				
Sale / List Price	Unit Value	\$75,000	\$2.87	\$131,000	\$3.17	\$150,000	\$2.36			
Rights Conveyed		Fee Simple	0%	Fee Simple	0%	Fee Simple	0%			
Conditions of Sale		Cash to Seller	0%	Cash to Seller	0%	Cash to Seller	0%			
Sales Terms (Finance)		Typical	0%	Typical	0%	Typical	0%			
Sale Date / Market Change		6/30/2025	0.00%	8/22/2025	0.00%	9/5/2025	0.00%			
Total Transaction Adjustments			0.00%		0.00%		0.00%			
Transaction Adjusted Unit Values			\$2.87		\$3.17		\$2.36			
Description	Subject Data	Description	+/- Adj	Description	+/- Adj	Description	+/- Adj			
Location Influences	Average	Average	0%	Average	0%	Average	0%			
Site Size SF	42,688	26,136	-5%	41,382	0%	63,598	5%			
Topography	Average	Average	0%	Average	0%	Average	0%			
Shape / Functional Use	Rectangular	Rectangular	0%	Rectangular	0%	Rectangular	0%			
Accessibility	Average	Average	0%	Average	0%	Average	0%			
Zoning / LUP	Residential	Residential	0%	Residential	0%	Residential	0%			
Visibility	Average	Average	0%	Average	0%	Average	0%			
Utility	Average	Average	0%	Average	0%	Average	0%			
Other	None	None	0%	None	0%	None	0%			
Adjusted Unit Value		Net Adj	-5%	\$2.73	Net Adj	0%	\$3.17	Net Adj	5%	\$2.48
Value Reflected for the Subject		\$116,373		\$135,134		\$105,717				

SALES COMPARISON COMMENTS

The unit of measure as reflected in the above grid is the price per square foot as applied to the subject's 42,688 SF of land area. The sales comparables are chosen because they are all sales of residential development land situated in similar locations. Other data was reviewed, but the sales chosen are believed to be the best available as of the effective date of the appraisal. All the sales reflect transfers of a fee simple interest, and all the transactions reflect conditions that comply with the market value definition contained in this report; where the seller received cash at the closing, and where there were no unusual sale conditions. While broader economic indicators show volatility, land prices for comparable residential parcels in the local market have remained stable over the past 12–18 months; therefore market change adjustments are not warranted. An adjustment for site size is warranted due to economies of scale observed in the residential development land market. As parcel size increases, the price per square foot typically decreases, reflecting a narrower buyer pool and higher total acquisition cost. Conversely, smaller parcels often command a premium on a unit basis due to greater affordability, faster absorption, and broader demand from individual builders and end users. The adjustments applied reflect this market behavior, are modest in magnitude, and normalize material size differences while remaining consistent with observed unit price dispersion among the comparable sales.

The average adjusted unit value is \$2.79/SF, and it's concluded to be a reasonable unit value for the subject. The subject site contains 42,688 SF resulting in a value conclusion is \$119,099 rounded to \$120,000.

After carefully considering the above data, it is concluded that the market value of the subject property as is and as of 01/28/2026 is:

ONE HUNDRED TWENTY THOUSAND DOLLARS
(\$120,000)

ADDENDA

RANDALL KYLE WINNINGHAM
State-Certified General Appraiser, RZ3688
Winningham, Inc.
rkyle.winningham@gmail.com
863-268-5914

FORMAL EDUCATION

MOORE SCHOOL OF BUSINESS, University of South Carolina
Bachelor of Science, Business Administration
Majors: Finance, Global Supply Chain & Operations Management
Minor: Political Science
GPA: 3.6

Columbia, SC USA
August 2007-December 2010

APPRAISAL EDUCATION

Principles, Procedures, Florida Law and Rules
National USPAP Course
Statistics, Modeling, & Finance Course
General Site Valuation & Cost Approach
General Report Writing & Case Studies
General Appraiser Income Approach 1 & 2
General Market Analysis & Highest & Best Use
General Sales Comparison Approach Use

TYPES OF APPRAISALS COMPLETED

COMMERCIAL

- Free Standing & Multi-Story Office Buildings, Commercial Condominiums, Neighborhood Shopping Centers, Free Standing Retail Buildings, Dealerships, Strip Centers, Churches, & Car Washes

AGRICULTURAL & VACANT LAND

- Pasture & Crop Land, Commercial, Industrial, Residential, & Conservation Easements

RESIDENTIAL INCOME

- Mobile Home Parks, RV Parks, & Apartment Buildings

INDUSTRIAL

- Distribution, Self Storage Facilities, Flex Space, & Industrial Buildings

OTHER SERVICES

- Real Estate Investment Analysis
- Insurable Value
- Feasibility & Market Studies

EXPERIENCE

WINNINGHAM, INC.

Owner

State-Certified General Appraiser RZ3688.

- Develop financial models to optimize valuation of real estate portfolios.
- Consult with investors & developers to establish real estate investment strategies that maximize expected returns.
- Provide appraisal reports for commercial, industrial, and agricultural property types in accordance with the Uniform Standards of Professional Appraisal Practice that exceed client expectations.

Winter Haven, FL
2015 - Present

WINWOOD PROPERTIES, LLC

Property Manager/Owner

Own and operate a small investment company, investing exclusively in commercial real estate.

- Research and engage in real estate investment opportunities to maximize potential returns.
- Identify undervalued income producing commercial properties for acquisition.
- Negotiate commercial leases and improvements with potential tenants to minimize vacancy and maximize cash flows.

Winter Haven, FL
September 2013-Present

GROOVER COMPANIES, INC.

Staff Appraiser

Appraised numerous commercial, industrial, and agricultural properties.

- Determined market value utilizing the income, sales comparison, and cost approach for client banks to aid in loan making decisions.
- Created appraisal reports for clients identifying key components of the subject including site data, local market conditions, property improvements, highest and best use, and all variables that have an impact on market value.
- Assisted in valuing portfolios of large investment firms with real estate holdings in excess of \$140 million and consulted with executed members on investment strategies.

Winter Haven, FL
2012-2015

COLONIAL LIFE

Consultant

Conducted a value-added consulting project in business process improvements.

- Implemented Lean and Six Sigma tools to improve upon cost, quality, and service.
- Analyzed and gathered data to ensure accurate process mapping, SIPOC Diagrams, throughput and capacity calculations, FMEA, Prioritization Matrix, Fish Bone Diagrams, Process Models, and Control Plans.

Columbia, SC
2010- 2012

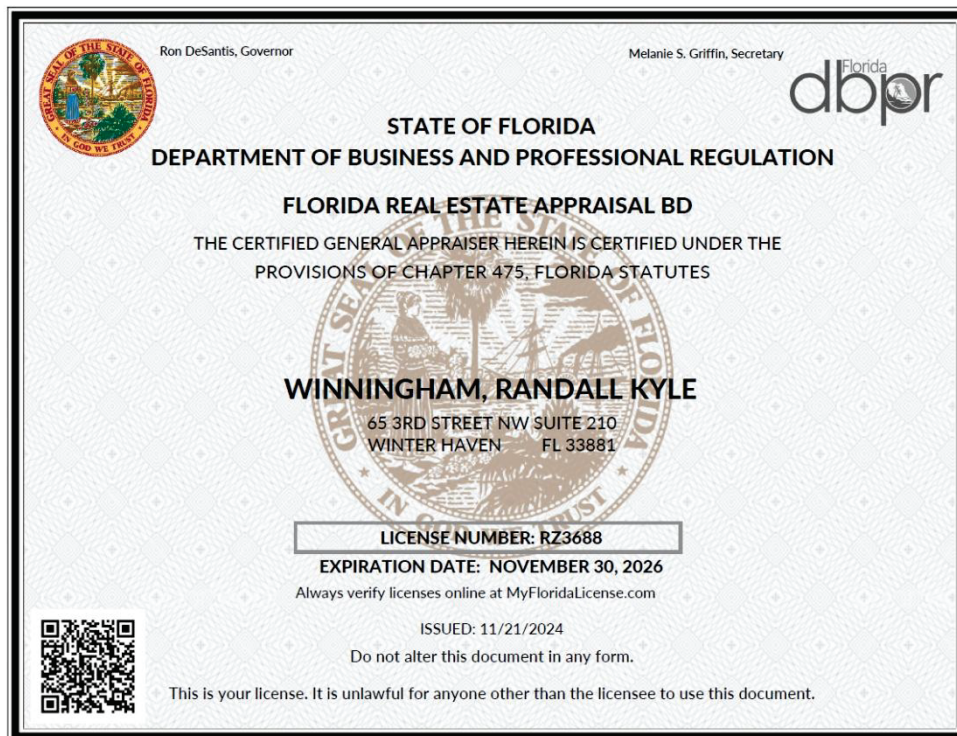
UNITED STATES COAST GUARD

Petty Officer 3rd Class

Served both as team leader and technical expert in the field of small arms.

- Achieved status of Boarding Officer and sole Weapon's Officer, a position usually held by more senior officers.
- Managed a team of nine during marine boardings and ensured complete inspections.
- Received Meritorious Unit Award, National Defense Service Medal, Army Achievement Medal, Good Conduct Medal, Meritorious Unit Commendation, Meritorious Team Award, Special Operations Service Ribbon, and the Global War on Terror Service Medal.

St. Marys, GA USA
August 2001-October 2005



APPRAISAL PROCESS

THE TRANSACTION

First the appraiser must consider the subject property transaction if it is under contract for sale or purchase, is rented or leased, or otherwise encumbered. This is required by the Uniform Standards of Professional Appraisal Practice to determine if the transaction being considered is consistent with the market by which it is being measured. If the property is leased there is the potential for a lease fee value that would be different from the fee simple value, and there may also be a leasehold value attributed to the tenant. The property may also be encumbered and not available to be included as a market participant at the time of appraisal. All of these transaction considerations must be identified and reconciled in order for the subject property to similarly compare (apples with apples) with current market influences.

PERSONAL INSPECTION OF THE SUBJECT PROPERTY

The appraiser will make a personal inspection of the subject property (s), reviewing the land, the topography, the soil types, the types of vegetation on the site, the man made improvements to the site, and will measure and quantify the size, shape, age, and overall condition of the site improvements. The appraiser will also inspect, discover, consider and evaluate the size, age, quality of materials, quality of craftsmanship, condition, overall adequacy of the improvements for the intended use, functional utility of the improvements, flow through the building (s), type and functional utility of the mechanical systems, and placement of the building (s) on the site.

OTHER INSPECTION OF THE PROPERTY

The appraiser will also consider the current zoning and land use classification of the property, and verify that the existing structures on site provide for a legal conforming use, legal non-conforming use, or illegal use of the property. If the properties zoning/land use classification appears to be contrary to the predominant land use in the area, the appraiser will contact and discuss with the planning department for the municipality the likelihood, cost and time associated with a change in the classification. Plans and specifications for development may also be reviewed for proposed construction, condemnation, and other hypothetical valuation assignments. The soil type will be considered for its load bearing capabilities and drainage characteristics. Plats and maps of the site will be reviewed to reflect any easements or encroachments that may be evident. Property appraisers records will be reviewed to determine the assessed value of the property, taxes, and consideration as to similarities between the Property Appraisers information as compared with personal inspection of the property. We will also consider the possible value factors that may be affected by the tax liability, specifically the similar with comparable properties, or if a variance measurably affects the value of the subject. Both the property appraisers records and records from the clerk of the court may be reviewed for determining the properties sale and transaction history.

INSPECTION OF THE REGION AND NEIGHBORHOOD

The appraiser will consider the region and larger areas surrounding the property and the subject neighborhood, with consideration as to the overall health of the economy, the availability of funds for lending purposes, lending rates, the job market for employment possibilities and stability, the proximity to larger metropolitan areas, and the availability of goods and services within reasonable travel distance. Also considered are travel routes, roadway adequacy, and climate conditions. Properties near and adjacent to the subject are reviewed and considered in order to measure the size, shape, age, and stability of the neighborhood. Particular consideration is given to how the subject property compares to other properties in the neighborhood, especially with respect to physical or economic characteristics. There are many neighborhood issues to consider including but not limited to accessibility, road condition, stability, economic influences, crime rate, common use facilities, availability of public utilities, homeowner association dues, etc.... Consideration of the subject property with respect to the neighborhood influences provides the basis for a broad range of analyses, including potential super adequacies, misplaced or inappropriate improvements, inequitable economic influences, etc...

TYPE OF APPRAISAL REQUIRED

The methodology of the valuation process is contingent upon the property type, the neighborhood, the availability of data, and the market influences. For some appraisals, the cost approach may be the only approach, in other appraisals only the income approach is applicable, or maybe the direct sales comparison is the only approach. In other appraisals all or any combination of the approaches may be use, or alternative approaches such as discounted cash flow analysis or linear regression analysis may be appropriate. The appraisal process takes into account the type of appraisal methodology most appraisers would consider appropriate based on the property type and the market influences. For the complete appraisal all appropriate approaches to value are considered.

ESTIMATION OF THE PROPERTIES HIGHEST AND BEST USE

After the property is identified and some preliminary opinion of Highest and Best Use is determined, sales of nearby properties and file data are compared with the subject site. The analysis of the land values and characteristics provides for an opinion as to the highest and best use of the land as if vacant. Then the contributing value of the improvements is estimated to determine if the improvements do contribute to the value of the property overall. If this analysis determines that the value of the land as if vacant is greater than the value of the property as improved then the land is valued without the improvements plus possibly an adjustment for the cost of removing the improvements. If the improvements are found to contribute to the value of the whole, then property is valued based on the current use or as improved.

SALES DATA IS LOCATED, VERIFIED, AND REVIEWED

Sales of properties based on the estimate of highest and best use are then located in reasonably similar neighborhoods or in close proximity to the subject. The sales are located using several subscription databases, the property records, multiple listing service, file data from previously appraisal assignments, and our own in house data base. The sales are then researched to discover all of the types of data indicated above under "OTHER INSPECTION OF THE PROPERTY" including a personal inspection of the exterior of the property, neighborhood influences affecting the sale and comparison with the subject, and verification (when available) with a party to the sale transaction. This generally gives us the transaction data needed to determine if the property is a market sale, or if adjustment is needed for transfer or retention of certain property rights, special conditions of the sale, or possible finance concessions. Other factors considered are the historic sale prices of other properties near the

subject, and the continuity of use in the sales neighborhood. We also analyze data to abstract adjustments for time, location, size, accessibility, economic life expectancy, depreciation, functional utility, improvement similarity, site similarity, and a broad range of other issues that may be specific to the sale for comparison purposes. The sales search, verification process, and discovery of the sale generally requires more time and effort than the inspection of the subject property, and often after the time is spent the data is found to be unreliable or unusable as it relates to the subject. As such, the process often includes much data that is necessary to adequate completion of the appraisal process, but that is not included in the final report. Considerable time is generally expended in this portion of the appraisal process, because we will review a broad range of data to support the reasonability of the highest and best use analysis and for the best data available for use in the direct sales comparison approach.

THE COST APPROACH

The cost approach is based on the principle of substitution and will include a sales search for land near the subject that will be used to estimate the value of the subject site as if vacant. The improvements to the building and the site will be estimated based on a subscription service to the Marshall Valuation Service Manual, which is updated monthly. The data contained in this manual is supported as reasonable based on actual building cost data obtained by this office from contractors, which required appraisal services for new developments in the area. Additionally research may require confirmation and verification of the availability of entrepreneurial profit by the market, possibly lump sum adjustments for impact fees and other items, and a lease up analysis and adjustment may be applicable for income properties. The market research indicated by the sales comparison and income approaches generally reflect the measurement for depreciation and obsolescence.

THE INCOME APPROACH

When available the income for the property will be compared with similar properties being rented in the open market. If the rents appear similar to the subject rents, the rental income for the property is assumed to be at market rates. If the rents are lower or higher than the market then additional analysis may be required to determine the need for secondary capitalization of excess rent, or there may be additional analysis needed for determining the difference in the lease fee value or possibly a leasehold value. The typical vacancy for the neighborhood must then be discovered and compared with the subject to determine if the subject is at stabilized occupancy or if additional analysis will be required to adjust for a difference or lease up adjustment to the income approach. The operating costs for the facility must then be compared with similar properties to reflect inconsistencies in the operating cost structure and additional analysis may be required to adjust for these differences. Capitalization rates must be extracted from available data to provide for a reasonable capitalization rate. This generally results from consideration of sales data used in the direct sales comparison approach, conversation with local lenders, reference to subscription services, and other noted sources of investment activities.

FINAL RECONCILIATION

After all the data is collected, verified, compared, broken down into a variety of rates and ratios and analyzed for its component parts, reconstructed, and applied to the subject property, a final opinion of value is provided. This process generally considers the individual value indications provided by the cost, income, and direct sales comparison approaches and considers the merits of each as compared to the reactions and implications identified by marketplace in general.

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

1.) Ordinance 1574-26: Tree O' Groves Annexation

Issue: The City Commission will consider a voluntary annexation request.

Attachments:

- Ordinance 1574-26 with Exhibit

Analysis: Pursuant to Florida Statutes Chapter 171, the City may consider the annexation of unincorporated areas of a county that are contiguous to the municipality, compact, and will not create an enclave. The applicant has submitted to the City voluntary annexation petitions under Chapter 171.044 to request the annexation of one (1) parcel into the city limits of Lake Alfred.

This is a triangular area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane.

The action currently before the City Commission is only on the annexation of the property into the City. If approved, establishing Future Land Use and Zoning designations would be considered in future action items presented to the Planning and Zoning Board and City Commission. If approved on the first reading, the proposed Ordinance will be presented for the second and final reading on March 2, 2026.

Staff Recommendation: Approve Ordinance 1574-26 on first reading.

ORDINANCE NO. 1574-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF LAKE ALFRED, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF LAKE ALFRED, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY, REDEFINING THE BOUNDARIES OF THE CITY OF LAKE ALFRED TO INCLUDE SAID PROPERTY; PROVIDING FOR INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE. (General location: An area of approximately 0.036± acres, northwest of White Road, and southwest of Arbuthnot Lane, further described as a parcel 262722000000044020 in the Green Swamp Area of Critical State Concern).

WHEREAS, the City of Lake Alfred (the “City”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the City is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, on or about October 15, 2025, pursuant to Section 171.044, Florida Statutes (2024), **TREE O GROVES, INC.**, an active Florida corporation (hereinafter referred to as either the “Owner” and/or “Applicant”), submitted an applicant-initiated petition (the “Petition”) to voluntarily integrate territory into the corporate limits of the City of Lake Alfred, Florida; and

WHEREAS, the Applicant was conveyed marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number **262722000000044020** (the “Property”), by virtue of the certain Warranty Deed (the “Deed”) recorded in the Official Records Book 08596, Page(s) 0160-0164, Public Records of Polk County, Florida; and

WHEREAS, copies of the Petition, Deed, Polk County Property Appraiser Parcel Details, and State of Florida, Division of Corporations, Detail by Entity Name for **TREE O GROVES, INC** are attached hereto as **Composite Exhibit “A”** and made a part hereof by reference; and

WHEREAS, pursuant to Section 171.044 of the Florida Statutes, the real property which is the subject of this Ordinance is *reasonably compact* and *contiguous* to the corporate limits of the City of Lake Alfred, Florida; and the subject real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, the City of Lake Alfred deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Lake Alfred; and

WHEREAS, the properties herein described are contiguous and adjacent to the corporate limits of the City of Lake Alfred, Florida, and the real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, on March 2, 2026, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 1574-26**; and

WHEREAS, on March 2, 2026, the City Commission, at a duly noticed public meeting, found that the approval of this **Ordinance No. 1574-26** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *City of Lake Alfred 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida, finds that the approval and adoption of this **Ordinance No. 1574-26** is intended and necessary to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; and this **Ordinance No. 1574-26** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA THAT:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 1574-26**, and the City Commission of the City of Lake Alfred, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 1574-26**.

Section 2. Voluntary Annexation Petition.

Pursuant to *Section 171.044, Florida Statutes (2024)*, the *applicant-initiated* petition to voluntarily integrate territory into the corporate limits of the City of Lake Alfred, Florida, is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference.

Section 3. Annexation.

The City Commission of the City of Lake Alfred does hereby annex into the corporate limits of the City of Lake Alfred, Florida, the property as legally described and depicted (i.e., location map) in **Composite Exhibit “B”** attached hereto and made a part hereof.

Section 4. Conflicts.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this **Ordinance No. 1574-26** full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *City of Lake Alfred Unified Land Development Code* (the "ULDC") unless such repeal is explicitly set forth herein.

Section 5. Severability.

The provisions of this **Ordinance No. 1574-26** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 1574-26**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission of the City of Lake Alfred hereby declares that it would have passed this **Ordinance No. 1574-26**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 1574-26** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 1574-26** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 1574-26** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 1574-26**. The City of Lake Alfred, Florida, by and through its City Commission, hereby declares that it would have passed this **Ordinance No. 1574-26**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission that sections of this **Ordinance No. 1574-26** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 1574-26** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 7. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, was enacted amending *Section 166.041, Fla. Stat. (2023)*, by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this **Ordinance No. 1574-26** is enacted pursuant to an *applicant-initiated* request to amend the corporate limits of the City of Lake Alfred, Florida, for municipal ordinances enacted to *comply with Section 171.044 of the Florida Statutes* and applicable Florida law.

Section 8. Recordation.

The City Clerk shall be responsible for recording this **Ordinance No. 1574-26**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

Section 9. Effective Date.

Pursuant to Section(s) 380.04 and 380.05, Florida Statutes (2026), Section 2.3.3 of the City of Lake Alfred Unified Land Development Code, Chapter 73C-44.002, F.A.C., and applicable Florida law, this **Ordinance No.1574-26** affects an Area of Critical State Concern and does not go into effect until a final order approving this **Ordinance No.1574-26** is issued by the Florida Department of Commerce or, if the final order is challenged, until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

Pursuant to Florida law, no development orders, development permits, or land uses dependent on this **Ordinance No.1574-26** may be issued or commence before this Ordinance No.1574-26 has become effective.

INTRODUCED AND PASSED on first reading at a regular meeting of the Lake Alfred City Commission held this 17th day of February 2026.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the City of Lake Alfred City Commission duly assembled on this 2nd day of March 2026.

**CITY OF LAKE ALFRED
CITY COMMISSION**

Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, BAS, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, City Attorney

**COMPOSITE EXHIBIT “A”
ORDINANCE 1574-26**



Community Development

Building | Code Enforcement | Planning | Zoning

Petition for Voluntary Annexation
Applicant

The following information is required for submission of an application to annex into the city limits of Lake Alfred. **Please print or type the required information below. The following items are required with this application: a current survey of subject property and proof of ownership.**

Name of Property Owner: Tree - O Groves Inc.

Mailing Address: P.O. Box 937, Lake Alfred FL 33850 Phone: _____

Name of Representative, if applicable: Kathy Hattaway, Predevelopment Advisors (PDA)

Mailing Address: 473 Devon Place, Lake Mary FL 32746 Phone: 407-718-0858 Kathy@predevadvisors.com

Reason for Request: To complete the boundary of the Tree O'Groves PUD site plan currently under review.

Property Identification

Property Address or General Location: North of the northern terminus of Experiment Station Rd & White Road

Present Use of the Property: Vacant

Existing Structures Located on the Site: None

Total Acreage: 0.036 ac Number of Residents on Site: 0

Assessed Property Value: \$21 Taxable Value: \$21

Legal Description of the Property: See attached Sketch and Legal Description

Section: 27 Township: 27 Range: 26

Subdivision: N/A

Parcel I.D.#: 26-27-22-000000-044020

Planning and Zoning Information

Present County Future Land Use Designation: County GIS shows parcel in City jurisdiction

Requested City Zoning Classification: Vintage Residential (VRN)

Requested City Future Land Use Designation: Residential (RES)

Note: Unless specific land use and zoning designations are requested, the City will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

For Office Use only:

Date Received: _____

Received By: _____

Hearing Date: _____

File Number: _____

Executed Owner's Signature Page

OWNER'S SIGNATURE PAGE

(I) (We), Tree - O Groves Inc. being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the City of Lake Alfred to process this petition for Voluntary Annexation, in accordance with all adopted City rules and regulations, and in conformance with State law.

Further, the undersigned (has) (have) appointed and (does) (do) appoint Kathy Hattaway, PDA as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept the signature of my agent(s) as representing my agreement of all terms and conditions of the approval process:

Further, (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS

Owner's Signature/Print Title

Printed Name of Owner

James M. Shinn
Owner's Signature/Print Title

James M. Shinn, President

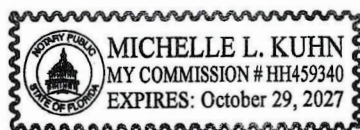
Printed Name of Owner

OWNER'S NOTARIZATION

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 24th day of September, 2025, by James M. Shinn, who is personally known to me or who has produced _____ as identification.



Michelle L. Kuhn
Notary Public
Notarial Seal and Commission
Expiration Date

Executed Agent Signature Page

AGENT OR LESSEE SIGNATURE PAGE

(I) Kathy Hattaway (We),
being
duly sworn, that (I) (we) serve as (agent or lessee) for the owner(s) in
making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and
other information attached hereto present the arguments on behalf of the petition herein
requested to the best of (my) (our) ability and that the statements and information above
believe.

AGENT OR LESSEE SIGNATURE

~~Agent or Lessee's Signature/Print Title~~

~~Printed Name of Agent or Lessee~~

~~Company's Name~~

~~Company's Address~~

K. Hattaway
agent or Lessee's Signature/Print Title

Kathy Hattaway

Printed Name of Agent or Lessee

Predevelopment Advisors LLC (PDA)

Company's Name

473 Devon Place, Lake Mary FL 32746

Company's Address

AGENT OR LESSEE(S) NOTARIZATION

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 14 day of
October, 2025, by Kathy Hattaway
who is personally known to me or who has produced FL Driver License as
identification.

See attached.

Notary Public

Notarial Seal and Commission #14366970

Expiration Date April 12, 2027

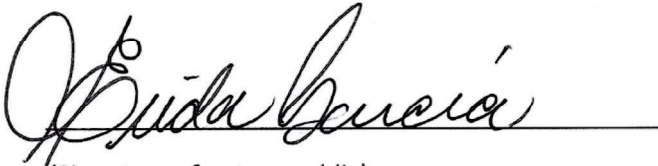
State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA
COUNTY OF SEMINOLE

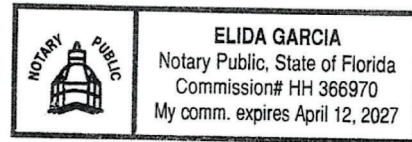
On October 14, 2025, before me, Elida Garcia, a notary public, personally appeared by physical presence, Kathy Hattaway who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Agent or Lessee Signature Page [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known OR

Produced identification x Type of identification produced: FL Driver License


(Signature of notary public)

My commission expires: April 12/2027



Official Seal

Proof of Ownership

INSTR # 2012040598
BK 08596 PGS 0160-0164 PG(s)5
RECORDED 03/07/2012 01:00:39 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 1,750.00
RECORDING FEES 44.00
RECORDED BY S Wiggins

Prepared by recording return to:

Steve B. Greenhut, Esq.
Stoneburner Berry Glocker Purcell & Greenhut, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, Florida 32207

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of the day and year dated herein below, and is made effective as of the 7th day of February, 2012, between **QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, an Illinois corporation**, (the "Grantor"), whose address for purposes hereof is 100 South Charles Street, 3rd Floor, Baltimore, Maryland 21201, and **TREE-O GROVES, INC., a Florida corporation**, (the "Grantee"), whose address for purposes hereof is 140 N. Pennsylvania Avenue, Lake Alfred, Florida 33850.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, the property located in Polk County, Florida described on **Exhibit "A"** attached hereto (collectively, the "Real Property").

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

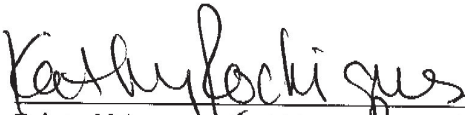
SUBJECT TO easements, covenants, instruments, restrictions and limitations of record, none of which shall be deemed to be re-imposed by this instrument; existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority; matters which would be shown on a current survey; and taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable; and

SUBJECT TO the matters described above, and those matters shown on **Exhibit "B"** attached hereto (Permitted Exceptions), if any, Grantor specially warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURE PAGE FOLLOWS]

FIDELITY NATIONAL TITLE GROUP
200 W FORSYTH ST STE 1710
JACKSONVILLE, FL 32202

IN WITNESS WHEREOF, Grantor has executed under seal this Special Warranty Deed on the day and year set forth herein below, to be effective for conveyance under the terms hereof as of February 7, 2012.


Printed Name: Kathy Pachiguez


Printed Name: Marcela Quezada

QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, an Illinois corporation

By:


By: John C. Nichols, Senior Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 6 day of February, 2012 by John Nichols, the Senior Vice President of **QUALITY PROPERTIES ASSET MANAGEMENT COMPANY, AN ILLINOIS CORPORATION**, on behalf of the company. He is (☒) personally known to me or () has produced a State of Florida Driver's License as identification.



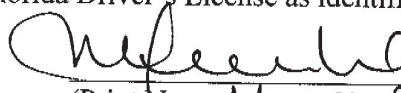

(Print Name Marcela Quezada)
NOTARY PUBLIC, State of Florida at
Large
Commission # DD 786137
My Commission Expires:
Personally Known ☒
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A" TO DEED

MARKHAM HILLS

THE NORTH 715 FEET OF THE WEST 630 FEET, LESS THE NORTH 25 FEET FOR ROAD, OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA;

AND

BEGINNING 15 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, THENCE RUN WEST 990 FEET, SOUTH 715 FEET, EAST 990 FEET, THENCE NORTH TO THE POINT OF BEGINNING;

AND

THE NORTH 880.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:
COMMENCING AT A POINT 1980 FEET WEST AND 15 FEET SOUTH OF THE SECTION POST AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; RUNNING THENCE SOUTH 1305 FEET; THENCE EAST 990 FEET; THENCE NORTH 1305 FEET; AND THENCE WEST 990 FEET TO THE PLACE OF BEGINNING; PROVIDED HOWEVER, THAT A TRACT OR STRIP OF LAND 15 FEET WIDE ALONG THE WEST AND NORTH SIDES THEREOF SHALL BE SUBJECT TO AN EASEMENT IN THE PUBLIC FOR HIGHWAY PURPOSES;

AND

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET WIDE OFF THE WEST SIDE THEREOF, POLK COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 22, 27 AND 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

NORTHERN PARCEL.

BEGIN AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE N00°07'22"W ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 0.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF WHITE ROAD ACCORDING TO MAP BOOK 6, PAGE 336 POLK COUNTY ENGINEERING; THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT OF WAY OF WHITE ROAD THE FOLLOWING SEVEN (7) CALLS; THENCE N44°53'16"E A DISTANCE OF 45.84 FEET; THENCE N00°19'30"W A DISTANCE OF 1169.89 FEET; THENCE N19°43'54"E A DISTANCE OF 75.35 FEET; THENCE N55°21'58"E A DISTANCE OF 73.17 FEET; THENCE SOUTH 89°03'25"E A DISTANCE OF 377.34 FEET; THENCE N83°07'35"E A DISTANCE OF 191.96 FEET; THENCE N89°42'38"E A DISTANCE OF 643.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°02'37"E ALONG SAID EAST LINE A DISTANCE OF 1328.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE

S89°40'18"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1324.14 FEET TO THE POINT OF BEGINNING.

AND

SOUTHERN PARCEL.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE S00°33'19"W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°33'19"W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 10.00 FEET; THENCE N89°40'18"E A DISTANCE OF 630.07 FEET TO A POINT ON THE EAST LINE OF THE WEST 630 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S00°33'19"W ALONG THE SAID EAST LINE A DISTANCE OF 690.08 FEET TO THE SOUTHEAST CORNER OF THE NORTH 715 FEET OF THE WEST 630 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE S89°40'18"W ALONG THE SOUTH LINE OF SAID NORTH 715 FEET A DISTANCE OF 630.07 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 27, ALSO BEING THE EAST LINE OF AFORESAID SECTION 28; THENCE S00°33'19"W ALONG THE EAST LINE OF SAID SECTION 28 A DISTANCE OF 14.92 FEET; THENCE S89°41'26"W A DISTANCE OF 990.00 FEET; THENCE S00°33'19"W A DISTANCE OF 165.10 FEET; THENCE S89°41'26"W A DISTANCE OF 990.00 FEET; THENCE N00°33'19"E A DISTANCE OF 852.55 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF WHITE ROAD ACCORDING TO MAP BOOK 14, PAGES 43 THRU 44 AND MAP BOOK 6, PAGE 336, POLK COUNTY ENGINEERING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF WHITE ROAD THE FOLLOWING EIGHT (8) CALLS; THENCE N69°45'58"E A DISTANCE OF 25.91 FEET; THENCE S89°47'27"E A DISTANCE OF 194.52 FEET; THENCE N89°42'15"E A DISTANCE OF 399.06 FEET; THENCE N89°49'43"E A DISTANCE OF 372.17 FEET; THENCE N89°49'43"E A DISTANCE OF 203.35 FEET; THENCE S89°52'41"E A DISTANCE OF 286.47 FEET; THENCE N89°02'52"E A DISTANCE OF 465.90 FEET; THENCE N44°53'16"E A DISTANCE OF 26.81 FEET; THENCE N89°41'26"E A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO DEED

PERMITTED EXCEPTIONS

1. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement granted to Tampa Electric Company by instrument recorded in Official Records Book 1445, Page 618, of the public records of Polk County, Florida.
4. Right of way for White Road as set out in Map Book 6, Page 336 and Map Book 14, Pages 43, 44, 45 and 46, of the public records of Polk County, Florida.
5. Ordinance No. 1086-04 recorded in Official Records Book 5998, Page 2005, of the public records of Polk County, Florida.
6. Ordinance No. 1132-06 recorded in Official Records Book 6598, Page 278 and re-recorded in Official Records Book 6665, Page 2294, of the public records of Polk County, Florida.

EXHIBIT "B"
ORDINANCE 1574-26

Annexation Boundary Description

ADDRESSES:	0 White Rd
RTS:	26-27-22
SUBDIVISION:	N/A
PARCEL IDs:	26-27-22-000000-044020

Described as:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE; N.89°42'38"E., ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°42'38"E., ALONG SAID NORTH LINE, A DISTANCE OF 57.47 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WHITE ROAD, AS RECORDED IN MAP BOOK 6, PAGE 336, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S.48°24'37"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.67 FEET; THENCE S.26°13'53"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.79 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE N.00°07'22"W., ALONG SAID WEST LINE, A DISTANCE OF 67.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,582 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

Based on information obtained from deeds, plats, and the Polk County Property Appraiser's/GIS records.

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY**

DESCRIPTION: PARCEL # 26-27-22-000000-044020

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE; N.89°42'38"E., ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°42'38"E., ALONG SAID NORTH LINE, A DISTANCE OF 57.47 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WHITE ROAD, AS RECORDED IN MAP BOOK 6, PAGE 336, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S.48°24'37"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.67 FEET; THENCE S.26°13'53"W., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.79 FEET TO THE WEST LINE OF SAID SECTION 22; THENCE N.00°07'22"W., ALONG SAID WEST LINE, A DISTANCE OF 67.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,582 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE WEST LINE OF SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD DEED, BEING N.00°19'30"W.
2. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHN KENNETH CARR
KEN.CARR@BOWMAN.COM

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5195
BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB8030

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Bowman Consulting Group, Ltd., Inc. Phone: (813) 474-7424
5404 Cypress Center Dr., Suite 140
Tampa, FL 33609 www.bowmanconsulting.com

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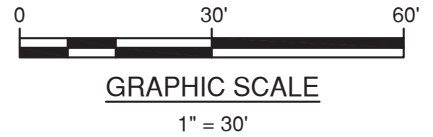
Professional Surveyors and Mappers, Certificate NO. LB-8030

PARCEL #
26-24-22-000000-044020
SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST

POLK COUNTY

FLORIDA

PROJECT NO. 011503-01-001	REVISED DATE:	DATE: 12/8/2025
FILE: 011503-01-001 TRIANGLE PARCEL SOD	SCALE: N/A	SHEET 1 OF 2



PARCEL #
26-27-22-000000-043010

P.O.C.
NW CORNER
OF THE SW1/4
OF THE SW1/4
SEC 22-T27S-R26E

SUBJECT PARCEL

1,582 SQUARE FEET / 0.036 ACRES±
PARCEL # 26-24-22-000000-044020

25' WIDE TAMPA ELECTRIC
COMPANY EASEMENT
(O.R.B. 1445, PG. 616)

P.O.B.

N'LY R/W LINE OF
WHITE RD.
(M.B.6, PG.339)

NORTH LINE OF
SECTION 22

S'LY R/W LINE
OF WHITE RD
(M.B. 6, PG. 336)

WHITE ROAD
(PUBLIC R/W. WIDTH VARIES)
(M.B. 6, PG. 336)

WEST LINE OF
NORTH PARCEL
(ORI 2012040598)

PARCEL #
26-27-22-000000-044010

30' UTILITY EASEMENT
(ORB 1445, PG.618)

LEGEND

R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
ORI = OFFICIAL RECORDS INSTRUMENT
MB = MAP BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PG = PAGE
SEC = SECTION

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°42'38"E	15.00'
L2	N89°42'38"E	57.47'
L3	S48°24'37"W	56.67'
L4	S26°13'53"W	33.79'
L5	N0°07'22"W	67.64'

PARCEL #
26-27-21-000000-021020

EAST 25' OF THE SOUTH 1/2 OF
THE SE 1/4 OF SECTION
21-T27E-R26E WESTW 1/4 OF
(ORB 7398, PG 679)

WEST 15' OF THE SW 1/4 OF THE
SW 1/4 OF SECTION 22-T27S-R26E
(ORI 2012040598)

WEST LINE OF
SECTION 22
N 00°07'22" W
BEARING BASIS

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (813) 474-7424
5404 Cypress Center Dr., Suite 140
Tampa, FL 33609 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

PARCEL #
26-24-22-000000-044020
SECTION 22, TOWNSHIP 27 SOUTH, RANGE 26 EAST

POLK COUNTY

FLORIDA

PROJECT NO. 011503-01-001

REVISED DATE:

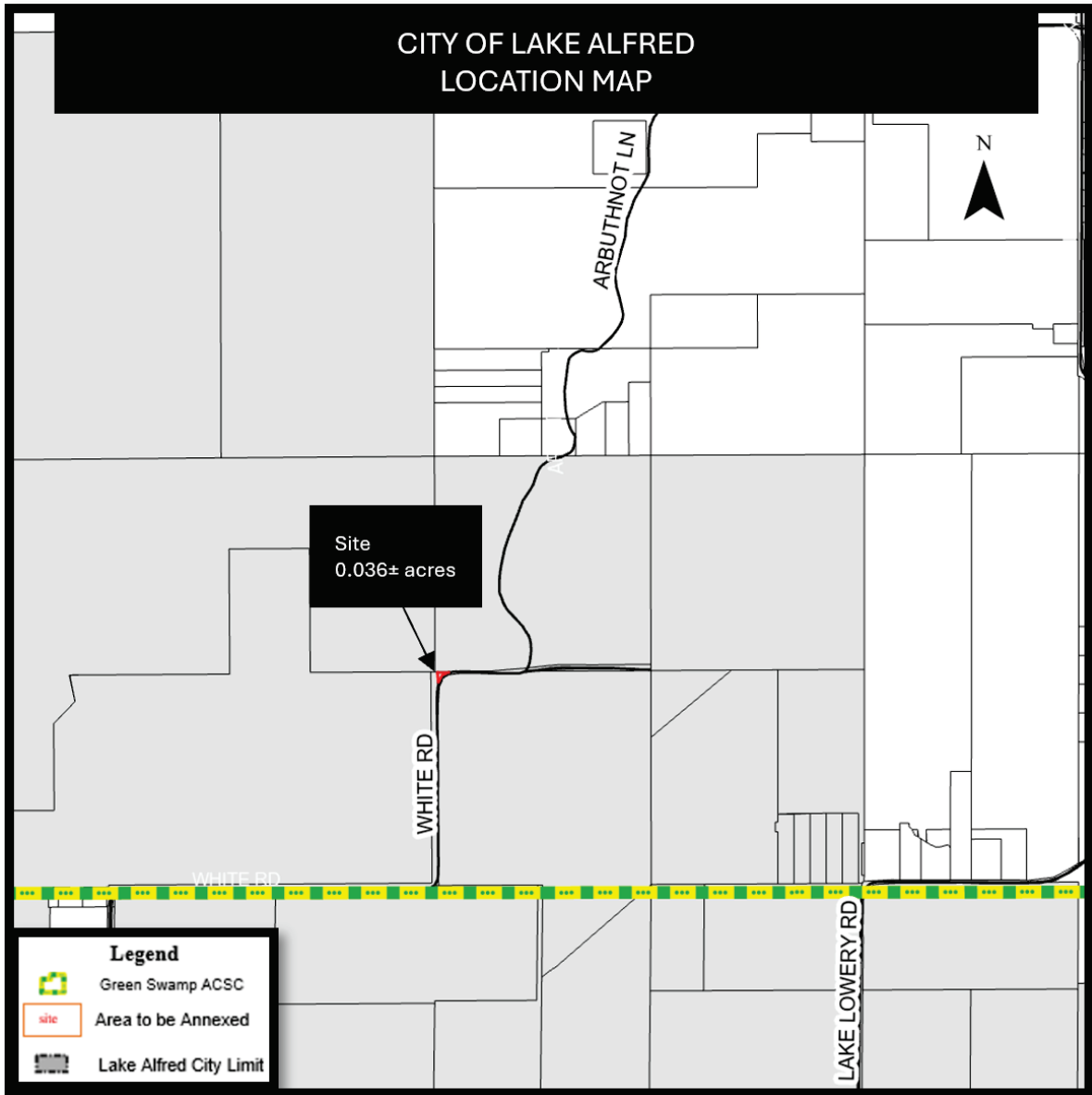
DATE: 12/8/2025

FILE: 011503-01-001 TRIANGLE PARCEL SOD

SCALE: 1"=30'

SHEET 2 OF 2

EXHIBIT "B"
ORDINANCE 1574-26



City of Lake Alfred
Business Impact Estimate

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *City of Lake Alfred Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*¹ and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *City of Lake Alfred, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the City of Lake Alfred, Florida*, including the following, if any:
 - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
 - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
 - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *City Commission of the City of Lake Alfred* determines may be useful.

If one (1) or more boxes are checked below, this means the City of Lake Alfred is of the view that a business impact estimate is not required pursuant to applicable Florida law; however, the City of Lake Alfred is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *City of Lake Alfred Ordinance No. 1573-26* (hereafter the “Ordinance”).

¹ Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), Fla. Stat. (2024).

City of Lake Alfred
Ordinance No. 1574-26 – Tree O Groves Annexation

This BIE may be revised following its initial posting.

- ☐ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *City of Lake Alfred, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The Ordinance is enacted to implement the following:
 - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
 - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
 - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
 - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
 - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *City of Lake Alfred* hereby publishes the following information:

1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance is for the consideration of an annexation of one parcel into the City of Lake Alfred.

An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *City of Lake Alfred*, if any: **N/A**

- (a) An estimate of direct compliance costs that businesses may reasonably incur; **N/A**
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; **N/A**

City of Lake Alfred
Ordinance No. 1574-26 – Tree O Groves Annexation

and

(c) An estimate of the *City of Lake Alfred's* regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **N/A**

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

3. Additional information the *City Commission of the City of Lake Alfred* deems useful (if any):

N/A

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

2.) Resolution 02-26: Tree-O Groves Property Acceptance and Conveyance

Issue: The City Commission will consider approving the acceptance of the property from Tree-O Groves, Inc.

Attachments:

- Resolution 02-26

Analysis: The City of Lake Alfred is accepting the conveyance of real property from Tree-O Groves, Inc. for one (1) unimproved parcel totaling approximately 4.3496 +/- acres.

The Special Warranty Deed was recorded on January 21, 2026, in Official Records Book 13853, Pages 1751-1752, public records of Polk County, Florida. The proposed resolution officially accepts the conveyance of the property.

The property being accepted is a key piece between two prospective developments and is needed to facilitate a road connection in the future in accordance with the City's Transportation Master Plan. The City is accepting ownership of the property now while engaged with the current property owner so that it isn't sold or transferred to a third party.

Staff Recommendation: Approve Resolution 02-26.

RESOLUTION NO. 02-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM TREE-O GROVES, INC., A FLORIDA CORPORATION, TO THE CITY OF LAKE ALFRED, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED EXECUTED BY TREE-O GROVES, INC. AND RECORDED ON JANUARY 21, 2026 IN OFFICIAL RECORDS BOOK 13853, PAGES 1751-1752, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred (the "City") is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*; and

WHEREAS, pursuant to *Section 2(b), Article VIII of the Florida Constitution* and *Chapter 166, Florida Statutes*, the City is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Tree-O Groves, Inc., a Florida corporation, delivered that certain Special Warranty Deed (the "Deed") for the real property which is identified by the Polk County Property Appraiser as Parcel Identification Number 262727-000000-033060 (the "Property"); and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Deed was recorded on January 21, 2026, in Official Records Book 13853, Pages 1751-1752, public records of Polk County, Florida; and

WHEREAS, the Property consists of one (1) unimproved parcel totaling approximately 4.3496 +/- acres; and

WHEREAS, an aerial depiction of the Property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS, on February 17, 2026, the City Commission of the City of Lake Alfred (the "City Commission"), at a duly noticed public meeting, considered this **Resolution No. 02-26** affirmatively accepting the delivery of the Deed (see **Exhibit "A"**), which conveys fee simple

title to and/or for the Property(see **Exhibit “A”** and **Exhibit “B”**) to the City of Lake Alfred, Florida; and

WHEREAS, on February 17, 2026, at a duly noticed public meeting, the City Commission found that the approval of this **Resolution No. 02-26** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest; and

WHEREAS, the City Commission finds that the passage of this **Resolution No. 02-26** is intended to enhance the present advantages that exist within the corporate limits of the City of Lake Alfred, Florida; is consistent with the *City of Lake Alfred 2030 Comprehensive Plan* policies and objectives; and this **Resolution No. 02-26** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements that form a factual and material basis for the passage of this **Resolution No. 02-26**, and the Commission hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this **Resolution No. 02-26**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 02-26**.

Section 2. Acceptance.

The City Commission of the City of Lake Alfred, Florida (the “City Commission”), having been otherwise fully advised in the premises, confirms and ratifies its acceptance of the conveyance to the public/City of Lake Alfred, as follows:

The City Commission hereby affirmatively accepts from **Tree-O Groves, an active Florida corporation**, the conveyance of that certain real property described in that Special Warranty Deed (the “Deed”) dated November 3, 2025, and recorded on January 21, 2026, in Official Records Book 13853, Pages 1751-1752, public records of Polk County, Florida, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

Section 3. Authorization.

The City Commission directs, authorizes, approves, confirms, and ratifies the City Manager’s actions in negotiating, accepting, and the recordation of the conveyance which is the subject of the Deed (see **Exhibit “A”**); and the City Manager or his authorized designee is hereby authorized and directed to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 02-26**.

Section 4. Conflicts.

All resolutions in conflict with this **Resolution No. 02-26** are repealed to the extent necessary to give this **Resolution No. 02-26** full force and effect.

Section 5. Severability.

The provisions of this **Resolution No. 02-26** are severable. If any section, subsection, sentence, clause, or phrase of this **Resolution No. 02-26**, or the application thereof, shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The City Commission hereby declares that it would have passed this **Resolution No. 02-26**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 02-26** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 02-26** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 02-26** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 02-26**. The City Commission, hereby declares that it would have passed this **Resolution No. 02-26**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors.

It is the intention of the City Commission that sections of this **Resolution No. 02-26** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and that sections of this **Resolution No. 02-26** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of a public meeting or any further City Commission action, by filing a corrected copy of same with the City Clerk.

Section 7. Effective Date.

This **Resolution No. 02-26** shall take effect immediately upon its passage by the City Commission.

INTRODUCED AND PASSED by the City Commission of the City of Lake Alfred, Florida, in a regular session, this 17th day of February 2026.

CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION

C. Mac Fuller, Mayor

ATTEST:

Linda Bourgeois, MMC, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT A

Prepared by and return to:

Seth B. Claytor
BOSWELL & DUNLAP LLP
P.O. Drawer 30
Bartow, FL 33831
863-533-7117
File Number:

office box

[Space Above This Line For Recording Data]



INSTR # 2026016432
BK 13853 Pgs 1751-1752 PG(s)2
RECORDED 01/21/2026 03:56:20 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC #0.70
RECORDING FEES \$18.50
RECORDED BY showjama

Special Warranty Deed

This Indenture, made this 3rd day of November, 2025 by Tree-O Groves Inc., a Florida corporation post office address is P.O. Box 937, Lake Alfred, FL 33850, ("Grantor"), and City of Lake Alfred, Florida, a Florida municipal corporation, whose post office address is 155 E. Pomelo Street, Lake Alfred, Florida 33850 ("Grantee"):

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land(s), situate, lying and being in Polk County, Florida to-wit:

See attached Exhibit "A"

Together with all the tenements, hereditaments, appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but against none other; and that said land is free of all encumbrances, except taxes accruing subsequent to November 3rd, 2025.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness 1 Print Name: *Callan O'Neil*

Address: *6920 Barbara Jean Ln
Polk City FL 33868*

Witness 2 Print Name: *Larry T. Davis Jr.*

Address: *6697 Eloise Loop Rd.
Winter Haven, FL 33884*

[Signature Box]

By: *James M. Shinn*
Name: James M. Shinn
Title: President, Tree-O Groves, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of November, 2025, by James M. Shinn, as Officer of Tree-O Groves, Inc., a Florida corporation, who is ☒ personally known to me or ☐ has produced a valid driver's license as identification as identification.

Michelle L. Kuhn
NOTARY PUBLIC - State Aforementioned

My Commission Expires:

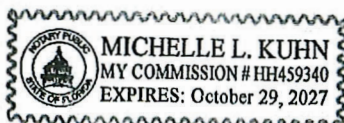


EXHIBIT "A"
Legal Description

DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S49°10'13"W A DISTANCE OF 882.23 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°40'12"E A DISTANCE OF 573.50 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N89°42'33"E A DISTANCE OF 660.85 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.35 ACRES, MORE OR LESS

Exhibit B
Resolution 02-26

NOT A BOUNDARY SURVEY

#262722-000000-044010
TREE-O GROVES, INC
O.R.B. 9150, PAGE 768

WHITE ROAD
MAP BOOK 6, PAGE 336
& MAP BOOK 14, PAGE 43

POINT OF BEGINNING
NE CORNER OF NE $\frac{1}{4}$ OF
NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF
SECTION 27, T27S, R26E

ZONE 'AE'
ELEV. 133.9'

O.R.B. 8596, PAGE 160
NORTH 25' FOR ROAD

#262728-000000-011030
TREE-O GROVES, INC
O.R.B. 8596, PAGE 160
(SOUTHERN PARCEL)

#262727
-000000
-031020
BF-KL
LOWERY
HILLS LLC

S89° 42' 33"W 660.85'

S00° 40' 12"W
573.90'

N49° 10' 13"E
882.23'

ZONE 'X'

ZONE 'AE'
ELEV. 133.8'

#262727-000000
-033020
CITY OF
LAKE ALFRED

#262727-000000
-033050
BF-KL LOWERY
HILLS LLC
O.R.B. 13169,
PAGE 1134

N00° 40' 12"E 2066.08'

S00° 35' 24"W 2641.75'

S89° 54' 04"W 664.50'

ALAN L. RAYL, PE, PSM



PREPARED FOR:

TREE-O GROVES, INC
140 N. PENNSYLVANIA AVENUE
LAKE ALFRED, FLORIDA 33850

SHEET TITLE:

DESCRIPTION SKETCH

JOB NO.

25-140

DATE:

JUNE, 2025

DRAWN BY:

JPT

CHECKED BY:

AR



SCALE 1"=400'

1 OF 2

DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S49°10'13"W A DISTANCE OF 882.23 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°40'12"E A DISTANCE OF 573.50 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N89°42'33"E A DISTANCE OF 660.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4.35 ACRES, MORE OR LESS.

NOTES:

1. THIS DESCRIPTION SKETCH IS BASED ON PROPERTY DEEDS RECORDED IN THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.
2. THE PARCEL DESCRIBED LIES IN FLOOD ZONE 'AE' AS DETERMINED BY FEMA AND SHOWN ON FLOOD INSURANCE RATE MAP 12105C0355G WITH AN EFFECTIVE DATE OF 12/22/2016 (CITY OF LAKE ALFRED 120667).
3. NOT A BOUNDARY SURVEY.



FL CB REG# 28820 © 2025 FL LB REG# 7770

PREPARED FOR:

TREE-O GROVES, INC
140 N. PENNSYLVANIA AVENUE
LAKE ALFRED, FLORIDA 33850

SHEET TITLE:

DESCRIPTION SKETCH

JOB NO.

25-140

DATE:

JUNE, 2025

DRAWN BY:

JPT

CHECKED BY:

AR

2 OF 2

LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026

3.) Bid Award: Haines Blvd. Downtown Project Water Line Relocation

Issue: The City of Lake Alfred City Commission will consider approval of awarding the Haines Boulevard Waterline Replacement Project bid to Odum Contracting.

Attachments: Bid Summary Sheet with quotes

Analysis: The City's Community Redevelopment Agency has a project in the current FY 25/26 budget to renovate and upgrade the streetscaping - including but not limited to pavers, lighting, and landscaping - on Haines Boulevard. In scoping out and preparing for the project, it was determined that much of the current landscaping is rootbound in areas and will need to be relocated. In planning for the relocation, it was discovered that the existing landscaping is directly over the water main on Haines Boulevard and that the root systems are entangled with the water main.

The proposed project will replace the existing 6-inch water main along Haines Boulevard. The water main being replaced was installed more than 50 years ago and is eligible for replacement. Proactively replacing the water main in advance of water breaks will reduce the risk of service disruptions, emergency repairs, and project delays.

Additionally, part of the project is inserting valves on either end of the project length, which will allow for isolation of portions of the water system. This is beneficial as it will allow this portion of the main to be isolated if there was ever a need for future repairs without having to shut off much larger sections of the system (especially in the center of town which has the oldest pipes closest to the original water plant).

The following bids were submitted:

1. Odum Contracting	\$115,887
2. Tri-Sure Corporation	\$117,000
3. Con-Sure, Inc.	\$117,700

The City has budgeted \$650,000 to be placed into enterprise reserves in the current FY 25/26 and the project cost will be tentatively offset by this amount.

Staff Recommendation: Approve the bid award to Odum Contracting in the amount of \$115,887 for the Haines Boulevard Waterline Replacement Project.

City of Lake Alfred BID SHEET
--

Date Requested: 01/25/2026	Requesting Department: Public Works
Purchase Order:	Amount of Purchase: \$115,887.00
G/L Code:	

Equipment or items being purchased:		
Haines Blvd waterline replacement (N Seminole Ave to Shinn Blvd)		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
Odum Contracting	Kevin Odum	\$115,887.00
Tri-Sure Corporation	Jason Chambers	\$117,000.00
Con-Sur, Inc.	Troy Englert	\$117,700.00
Staff recommendation is to award Odum Contracting with the project.		
Odum Contracting is the lowest bid and has extensive experience with working on projects in Lake Alfred, such as open-cut waterline replacement projects.		

Approval Requirements:	
Department Director	Date:
City Manager	Date:



P.O. BOX 92019
LAKELAND, FL. 33804
863-337-6499 Office
863-337-5402 Fax

City of Lake Alfred
155 E. Pomelo St
Lake Alfred, FL.
(863) 298-5458
E-MAIL: bhines@mylakealfred.com

DATE: 2/2/2026

ATTN: Brenn Hines

RE: Water Main Relocation on East Haines Blvd.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GENERAL CONDITIONS				
Mobilization	1	LS		
MOT	1	LS		
TOTAL GENERAL CONDITIONS				\$6,250.00
WATER				
6" Inserta-Valve	2	EA		
6" PVC C-900	404	LF		
6" MJ Fitting	4	EA		
Install Fire Hydrant (Supplied by City)	1	EA		
Reverse Thrust Block	2	EA		
1" Service	9	EA		
2" Main Reconnect	1	EA		
Testing	1	LS		
TOTAL WATER				\$109,637.00
TOTAL PROJECT				\$115,887.00

NOTES & CONDITIONS:

1. ADDITIONAL MATERIAL COST SHALL BE ADDED BASED ON PRICE IN EFFECT AT TIME OF SHIPMENT.
2. PER DRAWINGS DESIGN & PERMITTING BY OTHERS.
3. SPECIFICALLY EXCLUDED IS THE HANDLING OR REMOVAL OF ANY HAZARDOUS MATERIAL OR UNSUITABLE MATERIALS FOUND ON THIS SITE.
4. SLEEVES IF REQUIRED NOT INCLUDED IN THIS PRICE.
5. OWNER TO FURNISH ALL PERMITS, APPROVED PLANS, CONSTRUCTION EASEMENTS AND BONDS.
6. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 CALENDAR DAYS.
7. DEMOLITION PRICES ARE BASED ON A ROUGH ESTIMATE OF PIPE FOOTAGE QUANTITY.
8. WATER FOR TESTING BY OTHERS.
9. GENERATORS FOR LIFT STATIONS UNLESS SPECIFICALLY DESIGNED & SUBMITTED IN BID PLANS SHALL BE EXCLUDED.
10. NOTIFICATION OF ANY & ALL PLAN REVISIONS MUST BE ISSUED BY THE EOR WITH CLOUDED PLANS AND A UPDATED LIST OF REVISIONS. ODOM CONTRACTING WILL NOT BE RESPONSIBLE FOR ANY PLAN CHANGES/REVISIONS NOT LISTED AND CLOUDED ON PLANS BY EOR.

EXCLUSIONS:

LAY OUT, SOIL TESTING, DEWATERING, CONFLICTS, ASBUILTS, E.P.A. POLLUTION PLAN, RELOCATING EXISTING UTILITIES, IRRIGATION, METERS & METER BOXES FOR POTABLE WATER,



P.O. BOX 92019
LAKELAND, FL. 33804
863-337-6499 Office
863-337-5402 Fax

City of Lake Alfred
155 E. Pomelo St
Lake Alfred, FL.
(863) 298-5458
E-MAIL: bhines@mylakealfred.com

DATE: 2/2/2026

ATTN: Brenn Hines

RE: Water Main Relocation on East Haines Blvd.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
REMOVAL OR REPLACEMENT OF TREES AND LANDSCAPING (INCLUDING SOD, SEED, MULCH), REPAIR OF ROAD, M.O.T., ROOF DRAIN TIE-INS, POLE HOLDING, ELECTRIC FOR LIFT STATION & RESTORATION OF ANY KIND.				

KEVIN ODOM

Brenn Hines

ODOM CONTRACTING LLC

City of Lake Alfred

Tri-Sure Corporation
P.O. Box 653
Auburndale, Fl. 33823
Trisure@aol.com
(863) 967-5506

City of Lake Alfred
155 E. Pomelo St
Lake Alfred, Fl 33850

1/30/26

Attention Brenn Hines
Re: 6" WM Haines Blvd. Revised Bid

Brenn,

As per your request please find below the quote for the 6" WM Extension along E. Haines Blvd.

Option 2) Furnish and Install approximately 400 LF of 6" WM via Open cut.
Connect to existing Water Main at each end via 2- Line Stops**.
Furnish and Install 6 water services via directional bore.
Pressure Test, Chlorinate, Sample new WM.
Reconnect existing Water Services to new main after clearance.

Lump Sum Price \$117,000

It is understood that all above ground conditions will be removed prior to construction. IE. Sidewalk & Trees. No restoration of existing conditions are included in this price other than general backfill. Specific Items not included but are not limited to: Sidewalk, Grassing, Trees or landscaping. Tri-Sure is Not responsible for damage to existing utilities not marked by Sunshine One Call or the Respective Utility Owners.

Thank you,
Jason Chambers
Jason Chambers

Accepted By: _____



Con-Sur, Inc.

P.O. Box 847 • Eagle Lake, Florida 33839 • (863) 533-3001 • Fax (863) 533-4586

February 4, 2026

Page 1 of 1

City of Lake Alfred
155 E. Pomelo St.
Lake Alfred, FL.

RE: Mainstreet Waterline Replacement

1) Mobilization/General Conditions	\$ 3,500.00
2) Water	\$114,200.00
- Excavate Existing 6" Water Main – 400'	
- Cut in 6" Gate Valve – 2ea.	
- Connect Existing Services – 7ea.	
- Testing – 1ea.	
- Misc Restoration – 1ea.	

Total \$117,700.00

Exclusions: Permits, Fees, Bonds, Utility Relocation, Removal & Replacement of Unsuitable Materials, Landscaping & Irrigation, Seeding, Demolition of Structures, Fences & Gates, Night Work, Import/Export, Erosion Control

Notes:

- 1) Prior to any Contract this Proposal is not Guaranteed and is Subject to Change at Any Time.
- 2) Removal/Adjustment of Existing Utilities (including Conflicts) not Included.
- 3) CAD File must be Provided by Engineer for Construction Layout Usage.
- 4) Notification of any & all Plan Revisions must be Issued by the EOR with a Updated List of Revisions. Con-Sur, Inc. will not be Responsible for any Plan Changes/Revisions not Listed by the EOR.
- 5) (Coordination, Construction Layout, Road Crossings, Equipment/Materials & Labor) Associated with Electric and/or Cable Services is Specifically Excluded.
- 6) Con-Sur, Inc. Assumes no Responsibility for any Infrastructure Damages (asphalt, curb, graded lots, utilities, etc.) that Occur from Structure Building Prior to Final Approval of our Contracted Scope.

Sincerely,
Con-Sur, Inc.


Troy Englert

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

4.) Department Updates

Issue: The City Commission will hear presentations and updates from a few of the City's departments. These include the Finance department, City Clerk/ADA Coordinator/Special Projects, and Human Resources.

**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

CRA Consent Agenda

1.) Community Redevelopment Agency Meeting Minutes

Attachments:

- Draft Minutes for November 3, 2025

Analysis: Please review the minutes at your earliest convenience, and if there are any questions, comments, or concerns, please contact City Clerk Linda Bourgeois at (863) 291-5270.

2.) CRA Annual Report

Attachments:

- CRA Annual Report

Analysis: Pursuant to Chapter 163, Florida Statutes, a Community Redevelopment Agency is required to file an annual report with the county or municipality that created the agency and publish the report on the agency's website. The report must include the following information:

The most recent complete audit report of the redevelopment trust fund as required in s. 163.387(8), and the performance data for each plan authorized, administered, or overseen by the community redevelopment agency as of December 31 of the reporting year.

This report includes:

1. The total number of projects started and completed and the estimated cost for each project.
2. Total expenditures from the redevelopment trust fund.
3. Original assessed real property values within the community redevelopment agency's area of authority as of the day the agency was created.
4. Total assessed real property values of the property within the boundaries of the Community Redevelopment Agency as of January 1 of the reporting year.
5. Total amount expended for affordable housing for low-income and middle-income residents.

Staff Recommendation: Approve the CRA Consent Agenda

**MINUTES
CRA
MONDAY, NOVEMBER 3, 2025
7:00 PM
CITY HALL**

At 9:10 PM, Chair Fuller called the Community Redevelopment Meeting to order.

Roll Call: Linda Bourgeois, City Clerk

CRA Board Members in attendance: Chair Mac Fuller, Vice Chair Nancy Z. Daley, Board Member Brent Eden, Board Member Jack Dearmin, and Board Member Robinson.

Staff in attendance: City Manager Ryan Leavengood, City Attorney Seth Claytor, Public Works Director Clifton Bernard, Finance Director Amber Deaton, Police Chief Art Bodenheimer, Parks and Recreation Director Emily Deal, Grant and Outreach Manager Aubrey Fuller, Assistant to the City Manager Brenn Hines, and Fire Chief Darius Livingston.

Chair Fuller introduced the consent agenda.

- 1.) Community Redevelopment Meeting Minutes for September 11, 2025

Chair Fuller opened the floor to public comments, and seeing no one, he closed it.

Board Member Dearmin moved to approve the CRA Consent Agenda, which was seconded by **Board Member Eden**. The motion was unanimously approved.

Chair Fuller introduced the first item of business.

- 1.) CRA Resolution 03-25: FY 24/25 Final Budget Adjustment

The city attorney read the CRA Resolution 03-25 into the record.

The city manager presented the analysis. As part of the closeout process for the previous fiscal year of 2024/2025, the CRA is required to submit an amended budget that includes any changes made from the original budget. These changes can include unanticipated projects, expenses, or revenues that were not included or changes to existing line items that did not meet exact revenue or expenditure projections. The proposed budget adjustment accounts for these changes and rebalances the total budget and each fund.

The staff recommends approval of CRA Resolution 03-25.

Chair Fuller opened the floor to public comments, and seeing no one, he closed it.

Vice Chair Daley commented on a building that had received CRA funding and was undergoing renovation, inquiring whether there was a time limit to improve it further.

The city staff responded, stating that the property had recently changed ownership and the new owners were actively working on it.

Board Member Robinson moved to approve CRA Resolution 03-25, which **Board Member Dearmin** seconded. The motion was unanimously approved.

Chair Fuller introduced the next item of business.

2.) Grant Variance

The city manager presented the analysis. On September 11, 2025, the CRA Board approved a Capital Improvement Grant for 280 E. Pierce Street, for \$15,500, to demolish two structures on the property. The applicant has requested a variance to complete the area by grading and laying sod in the affected areas.

The quote to finish the area is \$10,358.70. This brings the variance request to \$10,358.70 with \$5,179.35 eligible for reimbursement.

	Applicant	Eligible Amount	Grant Award
Original Grant	First Baptist Church of Lake Alfred	\$ 31,000.00	\$ 15,500.00
Variance Request	First Baptist Church of Lake Alfred	\$ 10,358.70	\$ 5,179.35
	New Total	\$ 41,358.70	\$ 20,679.35

The staff recommends approval of the requested grant variance for the First Baptist Church.

Chair Fuller opened the floor to public comments, and seeing no one, he closed it.

Board Member Eden moved to approve the grant variance request from the First Baptist Church of Lake Alfred, which was seconded by **Board Member Dearmin**. The motion was unanimously approved.

At 9:17 PM, Chair Fuller adjourned the Community Redevelopment Agency Meeting.

Respectfully submitted,

Linda Bourgeois, BAS, MMC, City Clerk

Lake Alfred Community Redevelopment Agency

2025 ANNUAL REPORT



Lake Alfred Community Redevelopment Agency

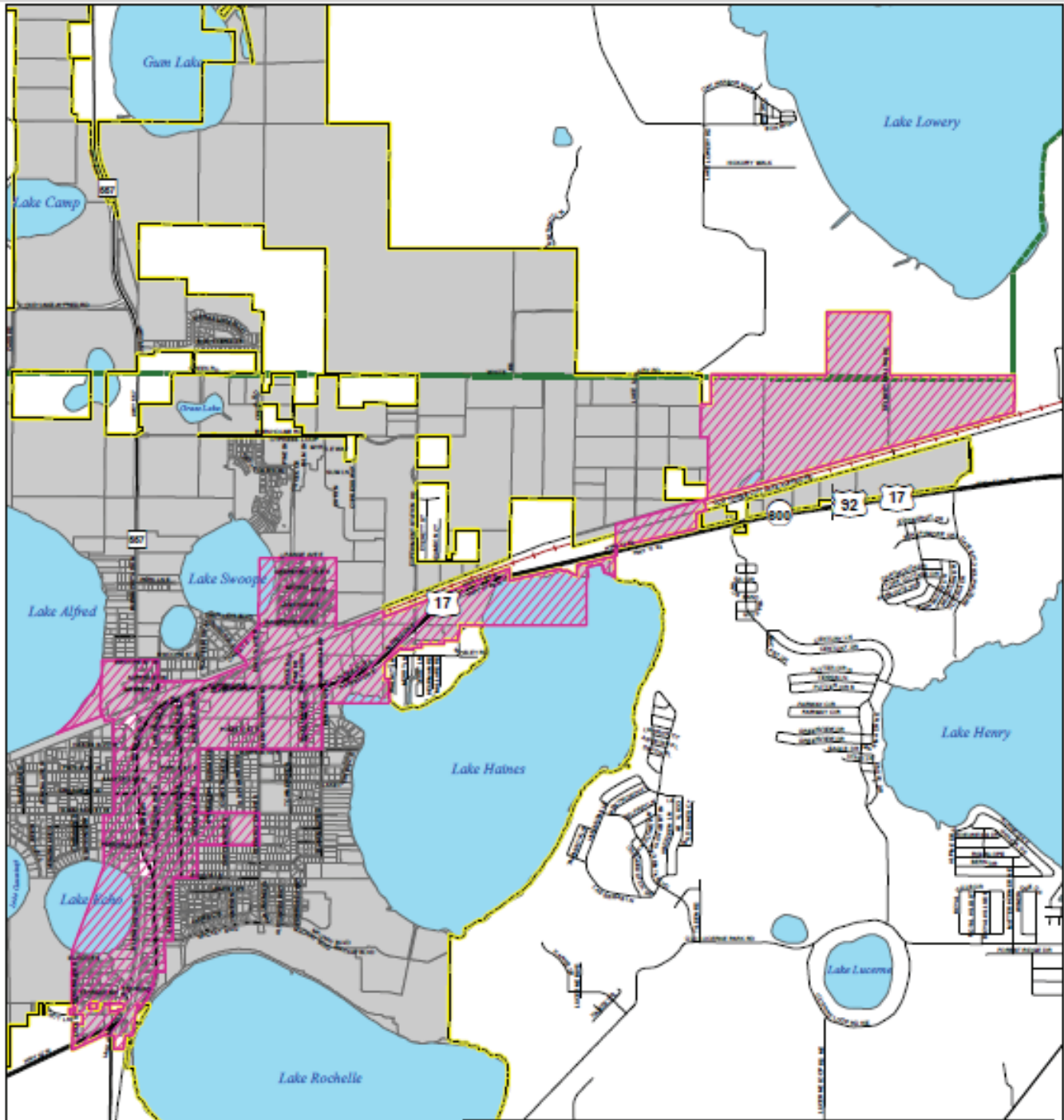
City Hall – 120 E. Pomelo Street

Lake Alfred, Florida 33850

Phone: (863) 291-5270

Website: mylakealfred.com

Fiscal Year 2024 -2025



Historical Perspective

The City of Lake Alfred and the Lake Alfred community have identified improvements needed within the downtown area periphery. The Downtown Master Plan Process in 2011 identified the need for a CRA. The City completed and adopted a [Findings of Necessity \(PDF\)](#) (FON) Study by Resolution 03-14 in February 2014. In accordance with Chapter 163, Part III, Florida Statutes, the FON Study assesses conditions of slum and blight in a defined study area within the City of Lake Alfred.

2025 LAKE ALFRED CRA ANNUAL REPORT

The mission of the Community Redevelopment Agency is to eliminate and prevent conditions of slum and blight by facilitating redevelopment activities and encouraging private investment.

Based on the findings, on August 4, 2014, the City established a Community Redevelopment Agency by Ordinance 1335-14, which defined the boundaries of the Community Redevelopment Area, and implemented a Community Redevelopment Plan by Ordinance 1336-14 to foster redevelopment activities and eliminate blighted conditions within the area.

The Lake Alfred Community Redevelopment Agency Board, as of the end of the 2024-2025 fiscal year (September 30, 2025), was comprised of:

Mac Fuller	Chair
Nancy Z. Daley	Vice-Chair
Ronnie Robinson Jr.	Board Member
Brent Eden	Board Member
Jack Dearmin	Board Member

The Lake Alfred Community Redevelopment Agency staff, as of the end of the 2024-2025 fiscal year (September 30, 2025), was comprised of:

Ryan Leavengood	City Manager / Interim Community Development Director
Frederick J. Murphy, Jr.	City Attorney
Seth Claytor	Assistant City Attorney
Amber Deaton	Finance Director
Aubrey Fuller	Grants and Outreach Manager

Purpose of Annual Report

The Community Redevelopment Act requires the Lake Alfred Community Redevelopment Agency to submit a progress report of the year's community redevelopment activities, including a complete financial statement of assets, liabilities, income, and operating expenses. This report is due and must be reported to the governing body on or before March 31st of each year.

This report contains the annual redevelopment activities of the Lake Alfred Community Redevelopment Agency for FY 24/25. It is prepared and filed in accordance with Florida Statutes.

Additionally, the CRA is required to submit an independent financial audit of its trust fund to each taxing authority. Upon completion and acceptance, a copy of this audit is made public and provided to each taxing authority.

2025 LAKE ALFRED CRA ANNUAL REPORT

Revenues

The CRA is funded through tax increment revenues. Properties located within the CRA's boundaries do not pay additional property taxes; instead, a portion of the annual City and County property taxes collected are transferred to the CRA. The more significant the increase in taxable property values over the CRA's base year (2014), the larger the incremental increase in revenues transferred to the CRA. The taxable value of the CRA properties has increased by over 100% since 2014, which has led to increased revenues.

	Taxable Value	% Increase	Revenue	% Increase
2014	\$39,231,173	Over 2014		Over Base
2015	\$40,896,684	4.25 %	\$ 26,111	Base year
2016	\$42,878,225	9.30 %	\$ 50,847	94.73%
2017	\$46,326,948	18.09 %	\$ 91,134	249.03%
2018	\$49,040,062	25.00 %	\$132,567	407.71%
2019	\$53,044,837	35.21%	\$182,029	597.14%
2020	\$56,755,129	44.67 %	\$230,099	781.23 %
2021	\$60,283,847	53.66%	\$276,870	960.36 %
2022	\$75,438,916	92.29%	\$495,786	1798.76%
2023	\$79,915,378	103.70%	\$478,493	1732.53%
2024	\$87,778,698	123.75%	\$727,533	2686.31%

The continued redevelopment of downtown and the development of the Industrial area on US 17/92 are positive indicators for the future of the CRA, as all tax revenue generated from these sites will further expand the growing CRA budget.

Audit

The CRA is responsible for filing an annual report and an independent financial audit. This Annual Report will be filed consistent with Fla. Stat. 163.356 (3) (c). Financial audits are made public on the CRA's website, at the office of the City Clerk, and distributed to taxing authorities who are paying into the Redevelopment Trust Fund, including Polk County. Some highlights from the audit are below.

- The assets of the CRA exceeded its liabilities.
- The CRA's total net balance decreased during the audit period.
- The CRA's general fund reported that the ending fund balance was higher than in previous years.

2025 LAKE ALFRED CRA ANNUAL REPORT

Expenditures

The CRA often saves money to roll over into subsequent years to fund larger projects. Rollover funds saved in FY 2024-2025 for are planned to be expended in FY 2025-2026 for the Residential Façade Grants. According to Fla. Stat. 163.387(7), unspent funds may be allocated to specific redevelopment projects, as shown in the adopted CIP.

CITY OF LAKE ALFRED

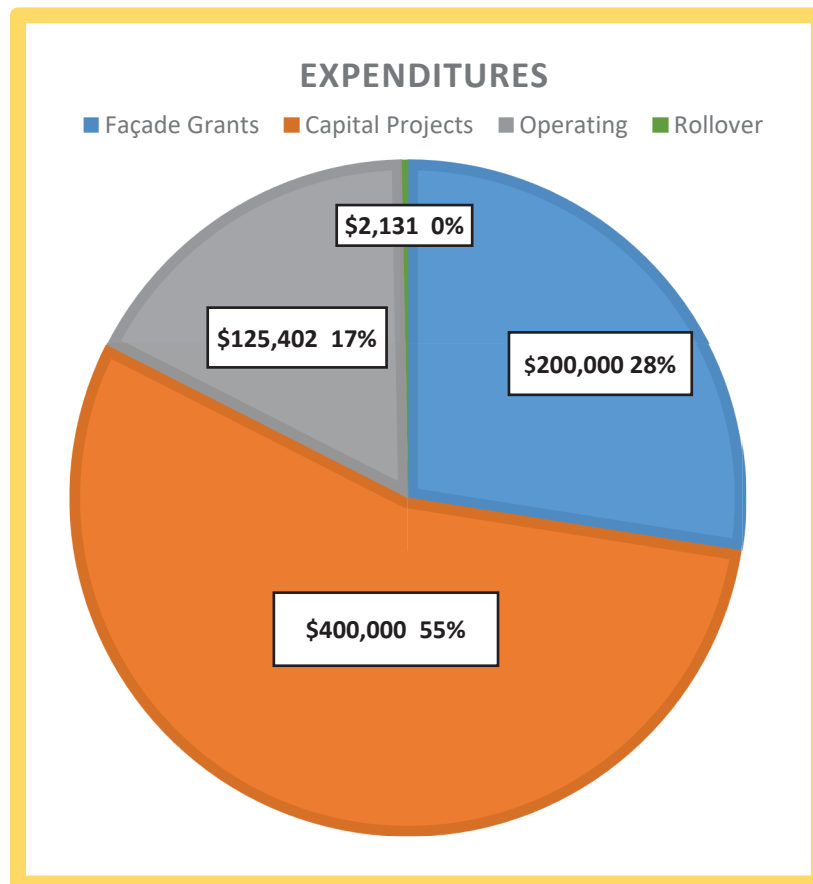
CAPITAL IMPROVEMENTS PROGRAM (CIP)

FY 2022/2023 - FY 2026/2027

2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
1st Year	2nd Year			New 5th Year

Community Redevelopment Agency

Downtown Streetscaping		\$50,000	\$50,000	\$50,000	
Central Park Phase 3	\$200,000	\$400,000			200k CRA Asg.
Central Park Concession		\$250,000	\$500,000		
Commercial Façade Grant		\$150,000	\$150,000		
Residential Façade Grant	\$150,000		\$150,000		\$150,000
Total:	\$350,000	\$550,000	\$450,000	\$700,000	\$200,000



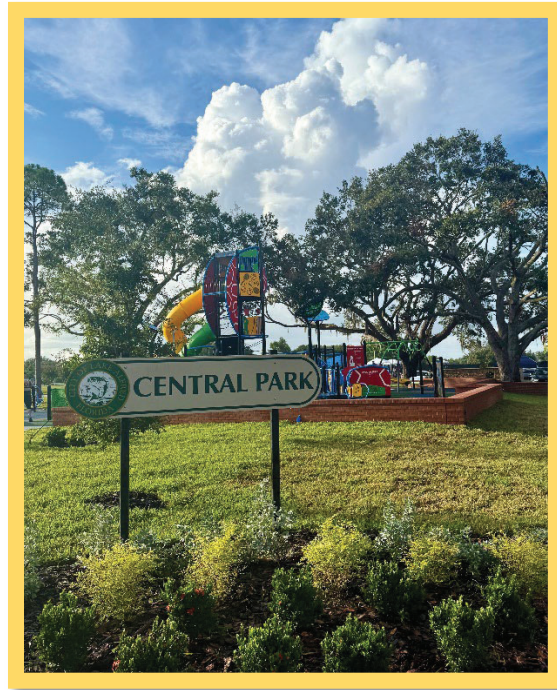
2025 LAKE ALFRED CRA ANNUAL REPORT

Achievements and Projects

The Lake Alfred Community Redevelopment Agency accomplished some significant projects in FY 24/25.

Central Park Project

Central Park Phase II was completed in the past fiscal year. The on-street parking was completed in October 2023, and the new basketball courts opened in December 2023. The Central Park improvements accounted for 55% of the CRA's expenditures in FY 24/25.



2025 LAKE ALFRED CRA ANNUAL REPORT

Capital Improvement Grants

The Capital Improvement Grant Program opened for applications on October 1, 2024. The program provides a 50% matching reimbursement grant of up to \$50,000 for eligible expenses for commercial businesses (100% of ADA improvements up to \$25,000). Several local businesses have applied for and received the grant through this program

LA Diner

The Lake Alfred Diner was approved for a Capital Improvement Grant on February 17, 2025, to make parking lot improvements and to add additional ADA parking.



First Baptist Church of Lake Alfred

The First Baptist Church of Lake Alfred was approved for a Capital Improvement Grant on September 11, 2025, to demolish two unused residential structures on its property.



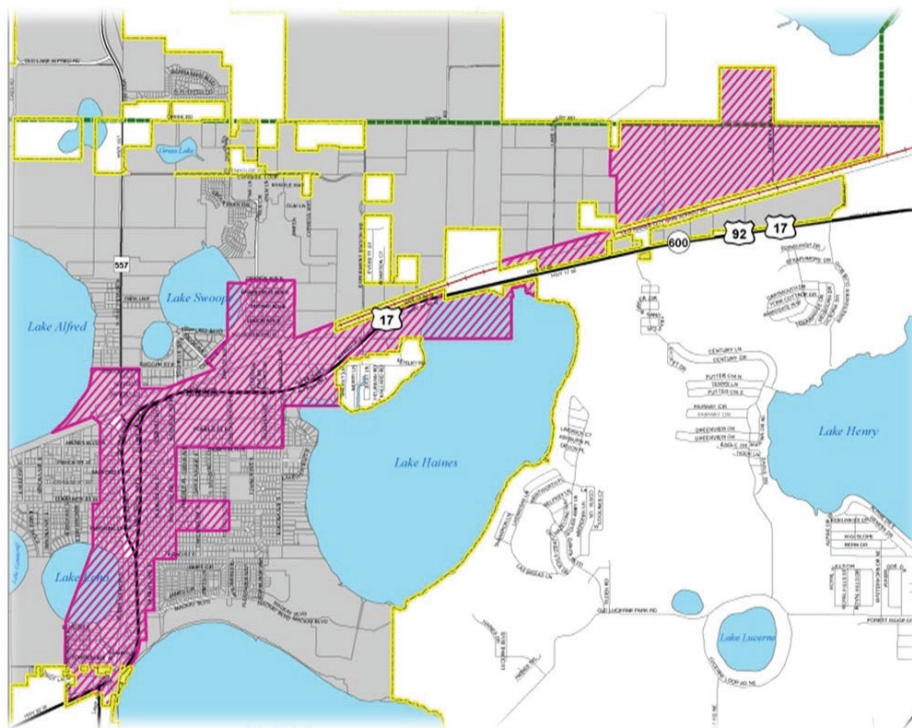
2025 LAKE ALFRED CRA ANNUAL REPORT

In Summary

The Lake Alfred Community Redevelopment has been highly successful in investing in infrastructure within the CRA area through park and recreational improvements and by working with business partners to increase taxable value in the redevelopment area. Continued investment in infrastructure projects that improve economic vitality and the living environment will encourage taxable values to continue to rise.

A copy of the Lake Alfred Community Redevelopment Agency Budget, Audit, and Annual Report can be found on the City's website at mylakealfred.com. Please get in touch with the Lake Alfred CRA at (863) 291-5748 if you have any questions about redevelopment projects or grants.

City of Lake Alfred Community Redevelopment Area



Contact:

Grants and Outreach Manager, Aubrey Fuller
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**LAKE ALFRED CITY COMMISSION
FEBRUARY 17, 2026**

CRA AGENDA:

1.) Bid Award: Haines Blvd. Downtown Streetscape Project

Issue: The Community Redevelopment Agency will consider awarding the CRA Haines Blvd. Streetscape Project.

Attachments

- Bid Summary

Analysis: The Downtown Streetscape Project includes the installation of new brick pavers, decorative light poles, relocation and replacement of existing trees, and the addition of new benches and trash receptacles along the downtown corridor. This CRA project will integrate the beautification component of all three projects, including the waterline relocation and curbing reconstruction. The curbing reconstruction project will be brought forward for consideration at a future city commission meeting as a complete street project.

This project is intended to create a more cohesive, pedestrian-friendly environment that supports downtown businesses and improves the overall appearance of the corridor.

The following bids were submitted:

1. Whitehead Construction	No Bid
2. Henkelman Construction	No Bid
3. JCR Construction Services	\$230,860

The proposed project was included in the current CRA FY 25/26 Budget with \$275,000 budgeted to complete the project.

Staff Recommendation: Approve the bid award to JCR Construction Services in the amount of \$230,860 for the Haines Boulevard Downtown Project.

City of Lake Alfred BID SHEET
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Date Requested: 11/20/2025	Requesting Department: CRA
Purchase Order:	Amount of Purchase: \$230,860.00
G/L Code: 101.515.1.464.103	

Equipment or items being purchased:		
Haines Blvd Sidewalk Construction Project		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
Whitehead Construction	Chris Szucs	N/A
Henkelman Construction	Tom Moxley	N/A
JCR Construction Services	Jarold Payan	\$230,860.00
Henkelman Construction & Whitehead Construction didn't respond in the allotted time frame (1 month). JCR won the bid due to no response from others.		

Approval Requirements:	
Department Director	Date:
City Manager	Date:

JCR CONSTRUCTION & SERVICES LLC
3804 Block Prine Rd
FL 33810 USA
jcrconstructionservices@gmail.com



ADDRESS

Lake alfred Haines Blvd
Downtown Street Project
Haines blvd, lake alfred ,fl

ESTIMATE # 4641

DATE 12/03/2025

ACTIVITY	QUANTITY	RATE	AMOUNT
Material & service:Material & service Sidewalk & Brick Paver Removal and Replacement	1	38,256.00	38,256.00
Concrete Sidewalks: 6,700 sq. ft. Brick Pavers: 5,000 sq. ft. A. Demolition and Removal Remove all existing sidewalks and pavers from sidewalk edge to curb (approx. 3 blocks, both sides). Protect curbs, structures, and utilities. Load and haul debris offsite.			
Service Remove existing trees.	1	10,257.00	10,257.00
Material & service:Material & service Concrete Sidewalk Installation with Double Brick Borders	1	58,600.00	58,600.00
Install new concrete sidewalks in 10-ft modular sections. Provide double brick border every three sidewalk sections. Concrete to meet City/FDOT strength and finish standards. Brick borders to match City-approved type, color, and pattern.			
Services Decorative Light Poles — Procurement & Installation Quantity: 21 Units Model: Mel Northey Co. Inc., Model 4072 – Liberty Black Specifications: Height: 12 ft; 3" tubular aluminum Finish: Liberty Black LED 40W light source 120V photocell GFI double receptacle at base Banner bar set included Anchor bolts included Wired for 240V INSTALLATION OF POLES ONLY	16	2,100.00	33,600.00
Overhead	1	41,630.00	41,630.00

ACTIVITY	QUANTITY	RATE	AMOUNT
22% of overhead and profit.			
EXCLUSIONS			
CITY WILL BUY THE TREES. JCR WILL REMOVE THEM.CITY WILL GIVE THE LOCATION OF THE NEW TREES BEFORE START THE JOB.			
CITY WILL BUY THE PLANTERS AND JCR WILL INSTALL THEM FOR A COST OF 1200 PER PLANTERS. THIS COST IS NOT IN THIS ESTIMATE SINCE WE DON'T KNOW HOW MANY PLANTERS WILL BE INSTALLED.			
CITY WILL PROVIDE IRRIGATION FOR THE PLANTERS AND PROVIDE LOCATION OF THE PLANTERS PREVIOUSLY THE START OF THE JOB.			
PERMIT COST IS NOT INCLUDED IN THIS PROJECT OR ANY COST ASSOCIATED WITH PERFORMANCE BOND OR BID BOND.			
IF ANY KIND OF ARCHITECTURAL OR CIVIL DRAWINGS NEEDSS TO BE PROVIDED THE COST WILL BE 2500.00 DOLLARS.			
Services Installing the 16 trees	16	180.00	2,880.00
Service Preparing the trees grates areas for next year installation of the grates. We have to pour concrete flappers where the grates will rest and do the small bases and fill up with Grey granite around the trees. I estimate we may need 10 yards of materials.	16	240.00	3,840.00
Material & service:Material & service 5 yards of Black Canyon Granite 1". note: this is the market price Im not adding any to this price.	5	275.00	1,375.00
Material & service:Material & service Installing the concrete base for the future installation of the grates . Frame it and pour it oil concrete.	16	80.00	1,280.00
Materiales & Installation Additional removal and installation of the pavers in front of Taco Bell restaurants.	1	1,200.00	1,200.00
Services ITEMIZED COSTS Tree Grates Locust 36" x 72" Tree Grates (LX36-72 I99TG) Quantity: 16 sets Unit Cost: \$1,280.00 Subtotal: \$20,480.00 Powder Coat Finish Standard Powder Coat Finish (PCGR) Quantity: 16 Unit Cost: \$406.00 Subtotal: \$6,496.00 Note: Powder coat finish is not recommended for in-ground applications and cannot be warrantied in this condition. Slip resistance is reduced.			37,942.00

ACTIVITY	QUANTITY	RATE	AMOUNT
Steel Frames			
36" x 72" E-Frame for Concrete Embedment (FRE36-72MNH)			
Quantity: 16			
Unit Cost: \$465.00			
Subtotal: \$7,440.00			
Includes:			
(4) Stainless steel star pin-in bolts per frame			
(1) Installation bit per frame			
Receiver responsible for replacement if hardware is lost			
Freight			
Business-to-Business Freight (No Lift Gate)			
Cost: \$3,526.00			
Loading dock or forklift required. Residential/jobsite delivery or liftgate service will incur additional charges. Unloading and installation are not included.			
COST SUMMARY			
Description Amount			
Tree Grates \$20,480.00			
Powder Coating \$6,496.00			
Steel Frames \$7,440.00			
Freight \$3,526.00			
Subtotal \$37,942.00			
Sales Tax (0.00%) \$0.00			
TOTAL ESTIMATE \$37,942.00			

TOTAL
\$230,860.00

Accepted By

Accepted Date