

LAND DONATION AGREEMENT

15 This Land Donation Agreement (the "Agreement") is entered into as of DECEMBER, 2025 (the "Effective Date") between **MCCARLTON PARTNERS, Ltd.**, a Florida limited partnership, whose address is P.O. Box 1088, Wauchula, Florida 33873 (the "Donor") and the **CITY OF WAUCHULA, FLORIDA**, a Florida municipal corporation, whose address is 126 South 7th Avenue, Wauchula, Florida 33873 (the "City"). The Donor and City are collectively referred to herein as "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Donor is the owner of certain real property located in Hardee County, Florida as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Donor has approached the City and offered to donate the Property to the City;

WHEREAS, the City has agreed to accept the donation of the Property from the Donor; and

WHEREAS, the Donor desires to donate the Property to the City and the City desires to accept the donation of the Property from the Donor subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.

2. **Donation of Property.** Subject to the terms of this Agreement, the Property shall be conveyed by Donor to the City as a donation to the City, and there is no purchase price or other monetary consideration from the City to the Donor for such conveyance. At the time of Closing (defined below), Donor agrees to convey title to the Property to the City by Warranty Deed (the "Deed") free and clear of all liens and encumbrances; the form of the Deed is attached hereto as **Exhibit "B"** and by this reference made a part hereof. The Parties agree that the Donor may seek a federal income tax deduction or credit for this donation of Property to the City.

3. **Due Diligence.** The City shall have a period of forty-five (45) days following the Effective Date (the "Due Diligence Period") in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Property which the City, in its discretion, deems necessary to determine the suitability of the Property for its intended use (the "Due Diligence Activities"). In furtherance of the intent hereof, the Donor shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents,

except any stated to survive termination hereof or, (ii) to waive the Title Objections the Donor has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) business days following receipt of the Non-Cure Notice or forty-five (45) days after the Effective Date in which to elect to terminate this Agreement by written notice to the other party (a "Title Termination Notice"). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Donor has not agreed to cure.

(c) **Survey.** The City shall have the right, at its own expense, to have the Property surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements ("Survey"). Any such Survey shall be obtained within forty-five (45) days after the Effective Date and shall be certified to City, Donor and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have five (5) days following receipt thereof in which to send a Title Objection Notice to the Donor. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section 4.

5. **Closing.** The closing ("Closing") contemplated by this Agreement shall take place within ten (10) days after the expiration of the Due Diligence Period, or a date mutually agreed to by the City and the Donor, at the offices of GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 (the "Closing Agent"), or at the City Hall of Wauchula, 126 S. 7th Avenue, Wauchula, Florida 33873; provided that, notwithstanding the foregoing, Closing may be held by mail or courier service as mutually agreed upon by City and Donor ("Closing Date"). The Closing Date shall be extended as necessary to accommodate curative periods set forth in Section 4 above.

6. **Donor's Obligations at Closing.** At the Closing, subject to performance by City of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge, and deliver to City the Deed conveying good, insurable and marketable title to the Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner's Affidavit required of Donor or the Survey, if any, obtained by City);

(b) Execute, acknowledge, and deliver to City and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;

(c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Property from the Donor to City hereunder;

(d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;

(e) Execute and deliver to City and Closing Agent the closing statement (“Closing Statement”) for the transaction setting forth the financial aspects thereof and authorizing and instructing the Closing Agent to make disbursements and deliveries in accordance therewith; and

(f) Deliver to City all other documents as may be reasonably required by this Agreement.

7. **City’s Obligations at Closing.** At the Closing, subject to performance by Donor of its obligations under this Agreement, City shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Closing Statement for the transactions setting for the financial aspects thereof and authorizing and instruction the closing agent to make disbursements and deliveries in accordance therewith; and

(b) Deliver to Donor all other documents as may be reasonably required by this Agreement.

8. **Closing Costs and Prorations.**

(a) Closing Costs. The City shall be responsible for the cost of: (i) documentary stamps due with respect to the transfer of the Property to City, if any; (ii) Owner’s title insurance policy to be delivered to City with respect to the Property; (iii) recording the Deed; and (iv) the Survey for the Property obtained by City, if any. Each party shall pay its own attorneys’ fees and costs. Donor shall pay for any other costs or expenses incurred by Donor in connection herewith. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Hardee County, Florida.

(b) Prorations – Taxes. All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate, and tax prorations based on such estimate shall, at the request of either party, be readjusted between the Parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Property, enforceable against City in the Property following Closing. City will pay all sales taxes, transaction privilege taxes occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Property or the operation thereof from and after 12:01 a.m. on the Closing

Date. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8(b) shall survive the Closing.

9. **Representations and Warranties.** Except as expressly set forth herein or elsewhere in this Agreement, each Party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the Party making the same, except as may be otherwise stated, and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The Parties represent and warrant to one another as follows:

(a) By Donor. Donor makes the following representations and warranties to City with respect to the Property:

- i. Due Organization. Donor is a limited partnership company duly organized, validly existing, and in good standing under the laws of the State of Florida.
- ii. Donor's Authority, Validity of Agreements. Donor has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Donor in connection with this Agreement shall be, duly authorized, executed, and delivered by Donor and the valid, binding, and enforceable obligations of Donor (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Donor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Donor or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Donor or the Property.
- iii. Sole Owner. Donor is the sole owner of fee simple interest to the Property, subject only to the Permitted Exceptions. Donor shall not take any action to affect title to the Property while this Agreement is in effect except as requested by the City, and the sole and exclusive possession of the Property shall be delivered to the City on the Closing Date subject to the Permitted Exceptions.

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WHEREAS, the City has agreed to accept the donation of the Property from the Donor; and

WHEREAS, the Donor desires to donate the Property to the City and the City desires to accept the donation of the Property from the Donor subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.

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3. **Due Diligence.** The City shall have a period of forty-five (45) days following the Effective Date (the "Due Diligence Period") in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Property which the City, in its discretion, deems necessary to determine the suitability of the Property for its intended use (the "Due Diligence Activities"). In furtherance of the intent hereof, the Donor shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents,

reports and other written materials in the possession of Donor concerning the Property for the City's use in conducting the Due Diligence Activities (the "Property Information"). The Property Information shall include, to the extent the same is in the possession of Donor, without limitation, surveys, soils information, results of environmental inspections, notices from governmental authorities of any code or ordinance violations relating to the applicable property, title insurance policies, leases, notices from tenants or licensees under leases, licenses or similar agreements, easements, restrictions, reservations, property condition reports, maintenance or service agreements, and other information concerning the Property. The City hereby acknowledges and agrees that Donor neither grants any right of reliance with respect to the Property Information nor makes any representations or warranties as to the completeness or accuracy of the Property Information. Each party acknowledges and agrees that, except for any express representations and warranties of a party contained in this Agreement, subject to reasonable prior notice to Donor and scheduling of such access, the Property is conveyed in its "AS IS, WHERE IS" condition. The Donor grants to the City the right of access during the term of this Agreement, for the purpose conducting the Due Diligence Activities.

4. **Title Commitment and Survey.** The City, at its option, within the Due Diligence Period, may obtain a commitment for an owner's title insurance policy on ALTA Form B (the "Commitment") issued by or through GrayRobinson, P.A., as Agent for Fidelity National Title Insurance Company (the "Title Company") evidencing that the Donor is vested with fee simple marketable title to the Property, free and clear of all monetary liens and encumbrances except for ad valorem real property taxes which are subject to proration, but subject to restrictions, reservations, limitations, easements and conditions of record, if any (collectively, the "Permitted Exceptions"). All costs associated with the Commitment shall be the responsibility of the City and paid on or before Closing.

(a) **Title Examination and Objection Procedure.** In the event the Commitment reveals exceptions to title other than the Permitted Exceptions, the City shall have five (5) days following receipt of the Commitment in which to review the matters set forth in the Commitment and send written notice (a "Title Objection Notice") to the Donor specifying those exceptions to title revealed in the Commitment which are not acceptable to the City and are not Permitted Exceptions ("Title Objections"). Failure to send a Title Objection Notice within the foregoing period shall constitute acceptance of the matters set forth in the Commitment.

(b) **Title Curative Provisions.** Notwithstanding anything in this Agreement to the contrary, except for matters first appearing and affecting title to the Property following the effective date of the Commitment (a "Post-Commitment Exception"), neither Party shall have the obligation to take affirmative action to cure any Title Objection set forth in a Title Objection Notice, but may do so in its sole discretion. In the event a Title Objection Notice is received, the Donor shall have seven (7) days thereafter in which to notify the City in writing whether it shall take curative action with respect to the Title Objection(s) set forth in the applicable Title Objection Notice. In the event the Donor elects to take curative action with respect to less than all Title Objection(s) noted in the Title Objection Notice (a "Non-Cure Notice"), the City's sole rights shall be either (i) to terminate the Agreement and all Parties shall be released from further obligation or liability hereunder

except any stated to survive termination hereof or, (ii) to waive the Title Objections the Donor has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) business days following receipt of the Non-Cure Notice or forty-five (45) days after the Effective Date in which to elect to terminate this Agreement by written notice to the other party (a "Title Termination Notice"). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Donor has not agreed to cure.

(c) Survey. The City shall have the right, at its own expense, to have the Property surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements ("Survey"). Any such Survey shall be obtained within forty-five (45) days after the Effective Date and shall be certified to City, Donor and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have five (5) days following receipt thereof in which to send a Title Objection Notice to the Donor. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section 4.

5. **Closing**. The closing ("Closing") contemplated by this Agreement shall take place within ten (10) days after the expiration of the Due Diligence Period, or a date mutually agreed to by the City and the Donor, at the offices of GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, Florida 32801 (the "Closing Agent"), or at the City Hall of Wauchula, 126 S. 7th Avenue, Wauchula, Florida 33873; provided that, notwithstanding the foregoing, Closing may be held by mail or courier service as mutually agreed upon by City and Donor ("Closing Date"). The Closing Date shall be extended as necessary to accommodate curative periods set forth in Section 4 above.

6. **Donor's Obligations at Closing**. At the Closing, subject to performance by City of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge, and deliver to City the Deed conveying good, insurable and marketable title to the Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner's Affidavit required of Donor or the Survey, if any, obtained by City);

(b) Execute, acknowledge, and deliver to City and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;

(c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Property from the Donor to City hereunder;

(d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;

(e) Execute and deliver to City and Closing Agent the closing statement ("Closing Statement") for the transaction setting forth the financial aspects thereof and authorizing and instructing the Closing Agent to make disbursements and deliveries in accordance therewith; and

(f) Deliver to City all other documents as may be reasonably required by this Agreement.

7. **City's Obligations at Closing.** At the Closing, subject to performance by Donor of its obligations under this Agreement, City shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Closing Statement for the transactions setting for the financial aspects thereof and authorizing and instruction the closing agent to make disbursements and deliveries in accordance therewith; and

(b) Deliver to Donor all other documents as may be reasonably required by this Agreement.

8. **Closing Costs and Prorations.**

(a) Closing Costs. The City shall be responsible for the cost of: (i) documentary stamps due with respect to the transfer of the Property to City, if any; (ii) Owner's title insurance policy to be delivered to City with respect to the Property; (iii) recording the Deed; and (iv) the Survey for the Property obtained by City, if any. Each party shall pay its own attorneys' fees and costs. Donor shall pay for any other costs or expenses incurred by Donor in connection herewith. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Hardee County, Florida.

(b) Prorations – Taxes. All ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date. If, however, the amount of such taxes for the year of Closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes, if any, shall be used as an estimate, and tax prorations based on such estimate shall, at the request of either party, be readjusted between the Parties when the actual tax bills for the year of sale are received. Donor agrees to pay when due all sales taxes, transaction privilege taxes, occupancy taxes, excise taxes, employment taxes and other taxes and charges (other than ad valorem real property taxes) which are due or come due as a result of the ownership of the Property or the operation thereof prior to 12:01 a.m. on the Closing Date and which, if not paid, could result in a lien upon the Property, enforceable against City in the Property following Closing. City will pay all sales taxes, transaction privilege taxes occupancy taxes, excise taxes, employment taxes, income taxes and other taxes and charges, if any, which come due as a result of the ownership of the Property or the operation thereof from and after 12:01 a.m. on the Closing

Date. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8(b) shall survive the Closing.

9. **Representations and Warranties.** Except as expressly set forth herein or elsewhere in this Agreement, each Party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the Party making the same, except as may be otherwise stated, and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The Parties represent and warrant to one another as follows:

(a) By Donor. Donor makes the following representations and warranties to City with respect to the Property:

- i. Due Organization. Donor is a limited partnership company duly organized, validly existing, and in good standing under the laws of the State of Florida.
- ii. Donor's Authority, Validity of Agreements. Donor has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Donor has/have the legal power, right, and actual authority to bind Donor to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Donor in connection with this Agreement shall be, duly authorized, executed, and delivered by Donor and the valid, binding, and enforceable obligations of Donor (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Donor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Donor or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Donor or the Property.
- iii. Sole Owner. Donor is the sole owner of fee simple interest to the Property, subject only to the Permitted Exceptions. Donor shall not take any action to affect title to the Property while this Agreement is in effect except as requested by the City, and the sole and exclusive possession of the Property shall be delivered to the City on the Closing Date subject to the Permitted Exceptions.

- iv. No Third-Party Rights. Except pursuant to the Permitted Exceptions, there are no leases, occupancy agreements, unrecorded easements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any part of the Property.
- v. Litigation. There are no actions, investigations, suits, or proceedings (other than tax appeals or protests) pending or, to Donor's knowledge, threatened that affect the Property, the ownership or operation thereof, or the ability of Donor to perform its obligations under this Agreement, and there are no judgments, orders, awards, or decrees currently in effect against Donor or with respect to the ownership or operation of the Property that have not been fully discharged prior to the Effective Date, except any arising through the Permitted Exceptions.
- vi. Taxes. Donor has paid (or covenants that Donor will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to proration as herein provided.
- vii. No Violation or Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by Donor of any provision of any agreement or other instrument to which the Donor is a party or, to the best of Donor's actual knowledge, to which Donor may be subject although not a party, no result in or constitute a violation or breach of any judgement, order, writ, injunction or decree issued against Donor.

(b) By City. The City makes the following representations and warranties to the Donor:

- i. Due Organization. City is constituted as a municipal government organized, validly existing, and in good standing under the laws of the State of Florida.
- ii. City's Authority, Validity of Agreements. City has full right, power, and authority to enter into and carry out the transaction contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City has/have the legal power, right, and actual authority to bind City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or

constitute a default under, any provisions of any agreement of City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which City is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting City.

(c) Survival. Except as otherwise expressly indicated, all of the representations, warranties and covenants of the Parties set forth in this Agreement shall survive the Closing and delivery of the Deed for a period of one (1) year and shall expire thereafter.

10. **Notices**. Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one business day after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the Parties as follows:

If to Donor: McCarlton Partners, Ltd.
3587 West Main Street
Wauchula, FL 33873
Attn: Pat Carlton
Telephone: 863-773-6867
Email: pat@4opartners.com

If to City: City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873
Attn: Olivia Minshew, City Manager
Telephone: (863) 773-3535
Email: ominshew@cityofwauchula.com

With a copy to: GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801
Attn: Elisabeth Crane, Esq.
Telephone: (407) 843-8880
Email: elisabeth.crane@gray-robinson.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. **Appraisal**. Within sixty (60) days after the Closing, the City shall obtain, at its sole cost and expense, an appraisal of the Property prepared by a licensed appraiser of the

City's choice. The appraisal shall constitute a public record of the City and shall be subject to Florida's public records law disclosure in accordance with Chapter 119, Florida Statutes. The Donor may request a copy of the appraisal from the City for use by Donor in Donor's discretion. The City makes no representation as to the extent or existence of the Donor's right to claim a charitable contribution to the City under this Agreement, and the Donor will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. The City cannot and does not provide tax advice, and the Donor is advised to consult its own tax advisors regarding any potential tax treatment of the donation.

12. **Miscellaneous.**

(a) Governing law; Venue. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be the circuit court for the Tenth Judicial Circuit of Florida, in Hardee County, Florida.

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. An amendment or waiver of a material provision of this Agreement shall be binding on the City only if approved by vote of its City Council.

(d) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

(e) Successors and Assigns. All of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors. Notwithstanding the foregoing to the contrary, neither party shall have no right to assign its rights under this Agreement, without the prior written

consent of the other party thereto, which may be granted or withheld in such party's sole and absolute discretion.

(f) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

(g) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.

(h) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Donor and City, Donor and City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

(i) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Florida are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.

(j) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

(k) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by the Donor without the prior written consent of the City, which consent shall be deemed granted only upon approval by vote of the City Council and which consent may be withheld in City's sole and absolute discretion.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.

(m) Waiver of Jury Trial. DONOR AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.


[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DONOR:

MCCARLTON PARTNERS, LTD.,
a Florida limited partnership

By: 
its General Partner

By: 
Name: PAT CARLTON
Title: GENERAL PARTNER

Date: 12/15/25

CITY:

CITY OF WAUCHULA, FLORIDA

By: its City Council

By: _____
Richard Keith Nadaskay, Jr., Mayor

Date: _____

ATTEST:

By: _____
Stephanie Camacho, City Clerk

Exhibit "A"

Legal Description

That portion of Lots 22 through 26, inclusive, Block B, J.E. WARLICK SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 2, Page 117, of the Public Records of Hardee County (formerly DeSoto County), Florida.

LESS AND EXCEPT that parcel conveyed by Fee Simple Deed dated December 18, 1979 and recorded in Official Records Book 251, Page 286, Public Records of Hardee County, Florida.

More specifically described as follows:

Commence at the Southwest corner of the Northeast 1/4 of Section 9, Township 34 South, Range 25 East, Hardee County, Florida, thence North along the West line of the Northeast 1/4 of Section 9, a distance of 173.96 feet; thence North 89°23'36" East to the East right-of-way line of South Florida Avenue a distance of 30.00 feet to the Point of Beginning; thence continue North 89°23'36" East a distance of 94.90 feet; thence South to the North right-of-way line of Carlton Street, a distance of 144.00 feet; thence South 89°23'36" West along said North right-of-way line of Carlton Street a distance of 94.90 feet to the Easterly right-of-way line of South Florida Avenue; thence North along said Easterly right-of-way line a distance of 144.00 feet to the Point of Beginning.