Addendum to Purchase Agreement

Item/Segment No.:

4352091

Managing District:

F.A.P. No.:

D523 045 B

SR #:

93 (1-75)

County:

Marion

Parcel No.:

106

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between Marion County, a political subdivision of the State of Florida, Seller and the State of Florida Department of Transportation, Buyer for the above-mentioned property.

- Buyer and Seller agree all fees, costs or business damage claims are included in this purchase agreement and that this agreement constitutes a final settlement of all such claims, fees and costs, if any.
- Buyer and Seller agree that the closing will not occur until all interests are acquired
- Buyer and Seller agree that any improvements remaining in the right of way after Buyer takes possession of the property are presumed abandoned and subject to removal by the Department without further notice
- Seller will terminate any and all utility accounts associated within the acquisition parcel and any and all buildings and ancillary items located thereon by contacting the utility provider and by terminating all service prior to the real estate closing of this agreement.
- Seller agrees to provide Buyer a license agreement, attached as Exhibit "A", to enter onto Seller's remainder property for additional survey, and geotechnical survey including soil borings and related activities for construction activities.

The following state warrants will be issued according to the Seller and/or their representatives:

1. State Warrant in the amount of \$6,471,700.00 payable to Marion County, a political subdivision of the State of Florida.

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

ATTEST:

SELLER:

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF

COUNTY COMMISSIONERS

GREGORY C. HARRELL CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

| BUYER: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | |
|---|------|--|
| Signature | Date | |
| Print Name and Title | | |

EXHIBIT "A" LICENSE AGREEMENT

| Project No.: 4352091 Parcel No.: 106 State Road: 93 (I-75) County: Marion | |
|--|---|
| This Agreement made the day of, 2025_, bet State of Florida, herein called licensor, and the STATE Of herein called licensee. | ween Marion County, a political subdivision of the FLORIDA DEPARTMENT OF TRANSPORTATION, |
| In consideration of the benefits accruing unto the licensor, | the parties agree as follows: |
| Licensor hereby grants to licensee a license to occupy and the premises located at <u>0 NW 44th Avenue, Ocala, FL 34-13539-002-00 and 13698-002-00.</u> | |
| The premises may be occupied and used by licensee sole | ly for the following purposes: |
| FDOT Contractor access for additional survey, and related activities for construction activities. | geotechnical survey including soil borings and |
| This license shall carry with it such additional rights as are repurpose. | necessary and/or incidental to carrying out its intended |
| The making, execution, and delivery of this agreement be statements, warranties, or agreements other than those counderstanding of the parties and there are no further or other effect between the parties relating to the subject matter here. | ontained herein. This agreement embodies the entire ther agreements or understandings, written or oral, in |
| IN WITNESS WHEREOF, the said grantor has sig above written. | ned and sealed these presents the day and year first |
| GREGORY C. HARRELL CLERK OF THE COURT | SELLER: MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS BY: KATHY BRYANT, CHAIRMAN 10/21/2025 (Date) |
| FOR USE AND RELIANCE OF MARION COUNTY | |

ONLY, APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

COUNTY ATTORNEY