

This instrument prepared by:
Office of County Engineer
412 SE 25th Avenue
Ocala, FL. 34471

Return to:
Office of County Engineer
412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: NE 35th Street Phase 4
Project Parcel # STC073835 (115895-000-00)
Parcel ID#: 15895-000-00

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: TODD STOCKTON SCUDDER, having a mailing address of 602 SE OSCEOLA AVE, OCALA FL 34471-2144, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) Real estate or interest therein, identified as Parcel ID #: 15895-000-00 and described on attached Exhibit "A" in association with the NE 35th Street Phase 4 Road Improvement project (from NE 36th Avenue to E Silver Springs Blvd in Ocala).

- Fee Simple
- Temporary Construction Easement
- Permanent Easement
- Leasehold Interest

- (b) Personal property, Fixtures and Appliances identified as follows:

- 1) **Personal property:** Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are:

N/A

The following Personal Property items are excluded from the purchase:

N/A

- 2) **Fixtures and Built-In Appliances:** With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.

The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:

N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Land and Improvements \$ 47,000.00

Sub-Total \$ 47,000.00

(b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing).
\$ 47,000.00

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court which shall occur no later than thirty (30) days after the SELLER'S signature ("Buyer's Inspection Period"). This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners within those thirty (30) days. SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) Buyer shall, during Buyer's Inspection Period determine whether the property and Seller's title thereto is acceptable in its sole and absolute discretion. If during the Buyer's Inspection Period the BCC does not approve the contract or if there are title defects unacceptable to the County, the County may terminate the contract unless the Seller agrees in writing to cure the title defects within thirty (30) days in which case the County may approve the contract subject to Seller curing the title defects. If the Seller is unable to cure the title defects within that period of time or elects not to cure any title defects, the County may either waive the title defects and close or terminate this contract

(c) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(d) SELLER has the legal capacity to convey marketable title to the Property by Warranty Deed, free of monetary liens, but subject to easements, and non-monetary encumbrances of record. The SELLER is responsible for fees associated with curing title defects if Seller elects to do so. SELLER shall be liable for any existing monetary encumbrances or any monetary encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(e) Other: N/A

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 60 days of the date of Board of County Commissioners' acceptance but not later than 90 days from the date the Seller executes and delivers this contract to the Buyer; provided however if Seller elects to cure title defects this transaction shall be closed and the instrument of conveyance delivered no later than 120 days from the date Seller executes and delivers this contract to the Buyer. Any extension for any reason must be mutually agreed upon in writing by both BUYER and SELLER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER. There () is (X) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

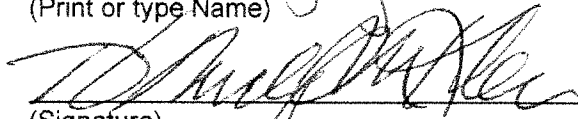
WITNESSES:



(Signature)

Gretchen Hughes

(Print or type Name)

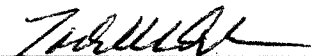


(Signature)

RANDOLPH KEM

(Print or type name)

SELLER:



(Signature)

Todd S. Sudder

(Print or type name)

5-13-26

(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

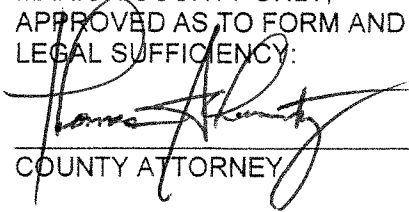
BUYER:

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

BY: CARL ZALAK III, CHAIRMAN

(Date)

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



For: COUNTY ATTORNEY

EXHIBIT "A"

The West 132 feet of the South 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4 in Section 36, Township 14 South, Range 22 East, Marion County, Florida.

LESS AND EXCEPT the North 75 feet, thereof;

ALSO LESS AND EXCEPT the West 40 feet, thereof;

ALSO LESS AND EXCEPT the South 20 feet, thereof;