

This instrument prepared by:
412 SE 25th Avenue
Ocala, FL. 34471

February 28, 2025

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

Project: NW 49th St Phase 3A Road Project
Project Parcel #: 18
Parcel ID #: 13550-000-00

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **Richard D. Flint and Stephanie J Cox-Flint**, husband and wife, having a mailing address of 4920 NW 49th Ave, Ocala, FL 34482 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) (a) Real estate or interest therein, identified as Parcel ID #: 13550-000-00 and further shown on Right of Way Maps and/or Sketch of Description for the NW 49th St Phase 3A project incorporated herein by reference and attached as Exhibit "A".

- (x) Fee Simple
- () Temporary Construction Easement
- () Permanent Easement
- () Leasehold Interest

- (b) Personal property identified as follows:

Machinery equipment and all business assets for Albright's Leather Halters

II. PURCHASE PRICE

- (a) Itemized purchase price, fees and costs:

Land and Improvements (1AC or 43,560SF)	\$ <u>358,500.00</u>
Business Damages (Severance/Cost-to-Cure)	\$ <u>134,022.00</u>
Other: <u>Business Expert Fee</u>	\$ <u>18,838.00</u>
Other: <u>Attorney Fee Business Claim Damages</u>	\$ <u>13,400.00</u>
Other: <u>Expert Fees</u>	\$ <u>24,205.50</u>
Other: <u>Real Estate Attorney Fees</u>	\$ <u>67,410.00</u>
Other: <u>Move Cost</u>	\$ <u>11,000.00</u>

Sub-Total \$ 627,375.50

- (b) Amount to be paid by BUYER to SELLER at closing including fees and costs.
\$ 627,375.50

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. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.
- (b) 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. The purchase amount is inclusive of all fees and costs associated with the acquisition of the Property. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.
- (c) SELLER is responsible for delivering unencumbered fee simple title to BUYER by general warranty deed at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.
- (e) Other: _____

IV. CLOSING DATE

- (a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

- (a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether 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.

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

WITNESSES:

Charles R. Furman
(Signature)

Charles R. Furman
(Print or type name)

Brandi Jordan
(Signature)

Brandi Jordan
(Print or type name)

Charles R. Furman
(Signature)

Charles R. Furman
(Print or type name)

Brandi Jordan
(Signature)

Brandi Jordan
(Print or type name)

SELLER:

Richard D. Flint
(Signature)

Richard D. Flint
(Print or type name)

3/3/2025
(Date)

Stephanie Cox-Flint
(Signature)

Stephanie J. Cox-Flint
(Print or type name)

3/3/2025
(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: KATHY BRYANT, CHAIRMAN

(Date)

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

COUNTY ATTORNEY

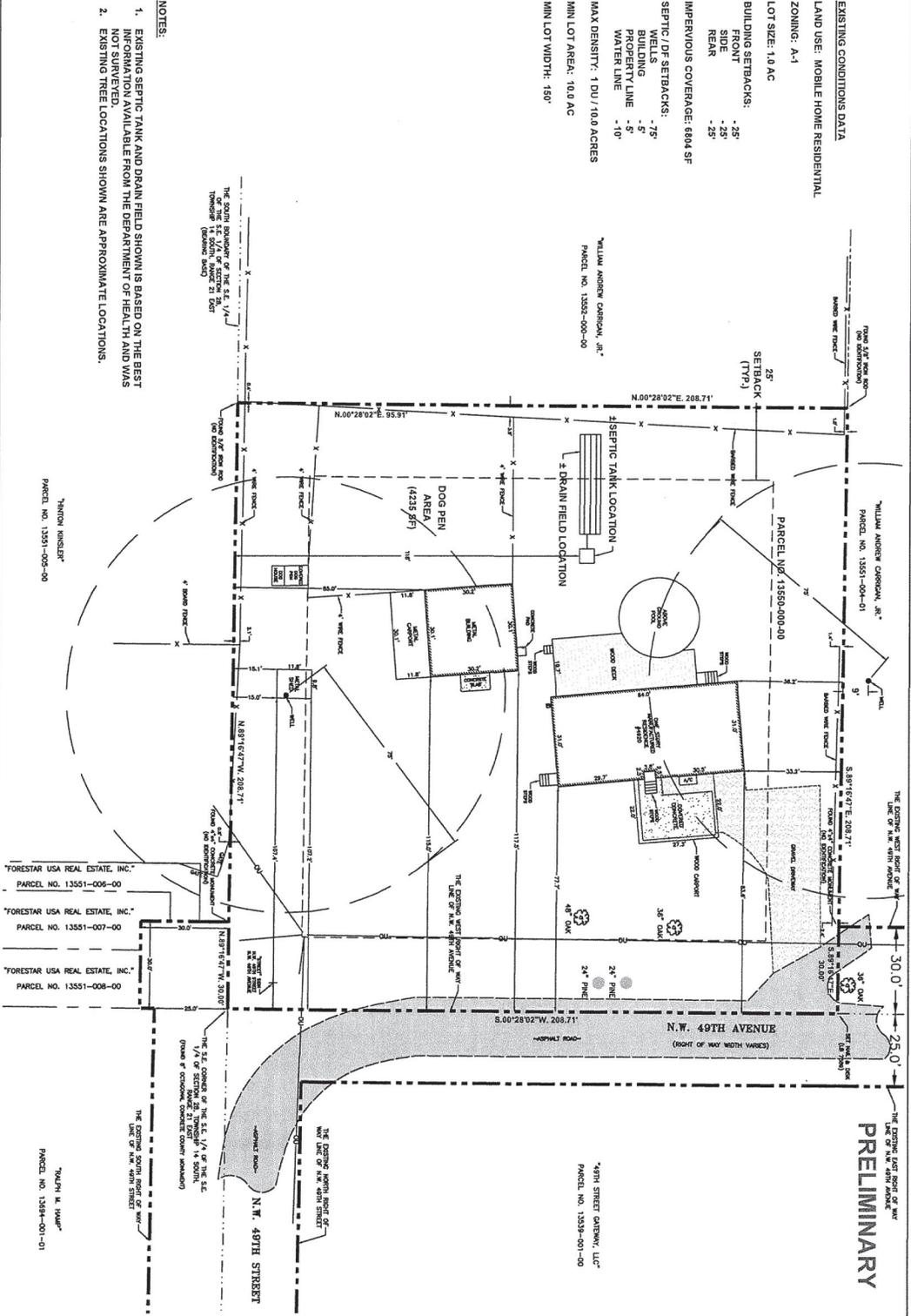
EXHIBIT 'A'

PID# 13550-000-00

One (1) acre square in shape in the Southeast Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 28, Township 14 South, Range 21 East, Marion County, Florida

EXISTING CONDITIONS DATA
 LAND USE: MOBILE HOME RESIDENTIAL

ZONING: A-1
 LOT SIZE: 1.0 AC
 BUILDING SETBACKS:
 FRONT - .25'
 SIDE - .25'
 REAR - .25'
 IMPERVIOUS COVERAGE: 6004 SF
 SEPTIC / DP SETBACKS:
 WELLS - .75'
 BUILDING - .5'
 PROPERTY LINE - .5'
 WATER LINE - .10'
 MAX DENSITY: 1 DU / 10.0 ACRES
 MIN LOT AREA: 10.0 AC
 MIN LOT WIDTH: 130'



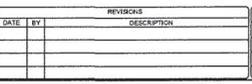
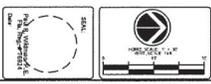
- NOTES:
- EXISTING SEPTIC TANK AND DRAIN FIELD SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE FROM THE DEPARTMENT OF HEALTH AND WAS NOT SURVEYED.
 - EXISTING TREE LOCATIONS SHOWN ARE APPROXIMATE LOCATIONS.

PRELIMINARY

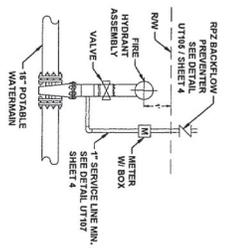
DATE	BY	REVISIONS	DESCRIPTION

SHEET TITLE		Existing Conditions	2442_Prelim
PROJECT		First Cure Plan	
DESIGNED BY: PRW	DRAWN BY: CTH	GDC DWG NAME: 2442_Cure_Prel	
CHECKED BY: PRW	APPROVED BY: PRW	CLIENT: Manatee County	
DATE: FEB 2024	SHEET NO: 1	OF 4	

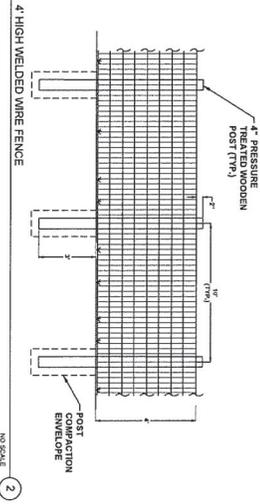
ENGINEER OF RECORD:
GDC Consulting Engineering
 2817 NE 3rd St. Ocala, Florida 34470
 (352) 629-9000 Phone
 GDC@consultingeng.com
 State of Florida Certificate of Authorization #0024



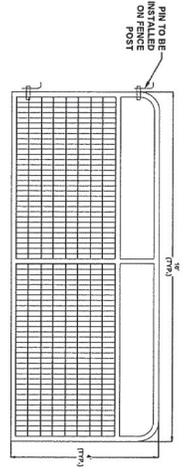
PRELIMINARY



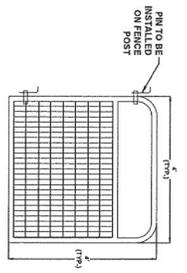
FIRE HYDRANT ASSEMBLY WITH HOUSEHOLD SERVICE LINE
NO SCALE 1



4\"/>



10\"/>



4\"/>

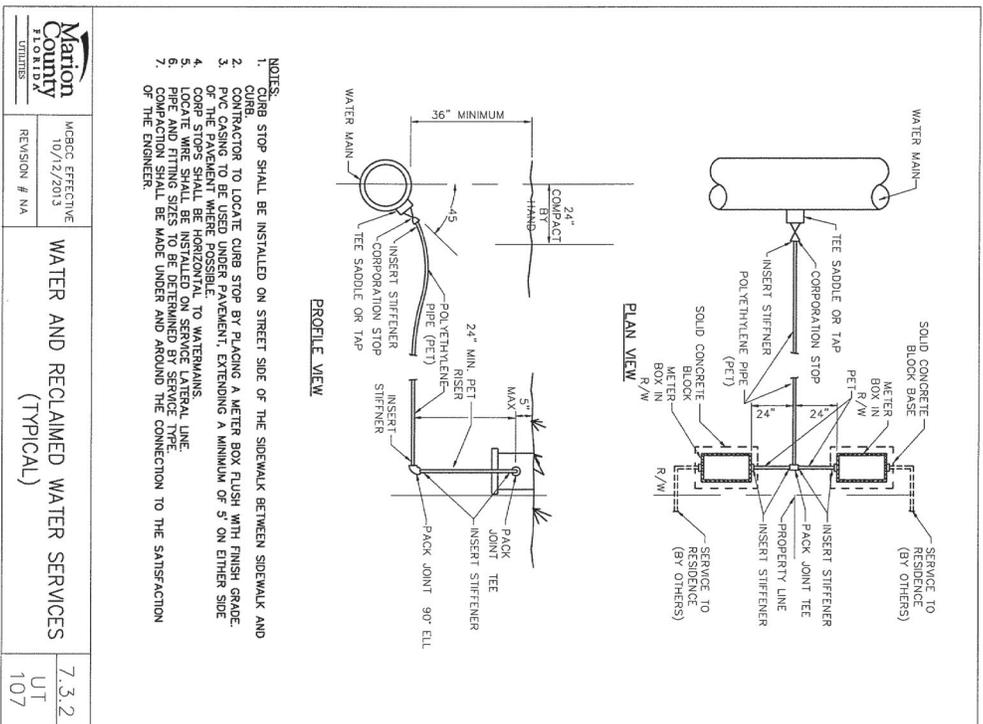
DATE	BY	REVISIONS DESCRIPTION

SHEET TITLE		Detail 1	
PROJECT: First Core Plan			
DESIGNED BY: PRW	DRAWN BY: CTH	DDC DWG NAME: 24-02_Core Plan	
CHECKED BY: PRW	APPROVED BY: PRW	CLIENT: Market County	
DATE: FEB 2024		SHEET NO: 3	OF 4


Consulting Engineering
 2817 NE 3rd St. Ocala, Florida 34479
 (352) 629-4000 Phone
 GDC@GDCEngineering.com
State of Florida Certificate of Authorization #4954

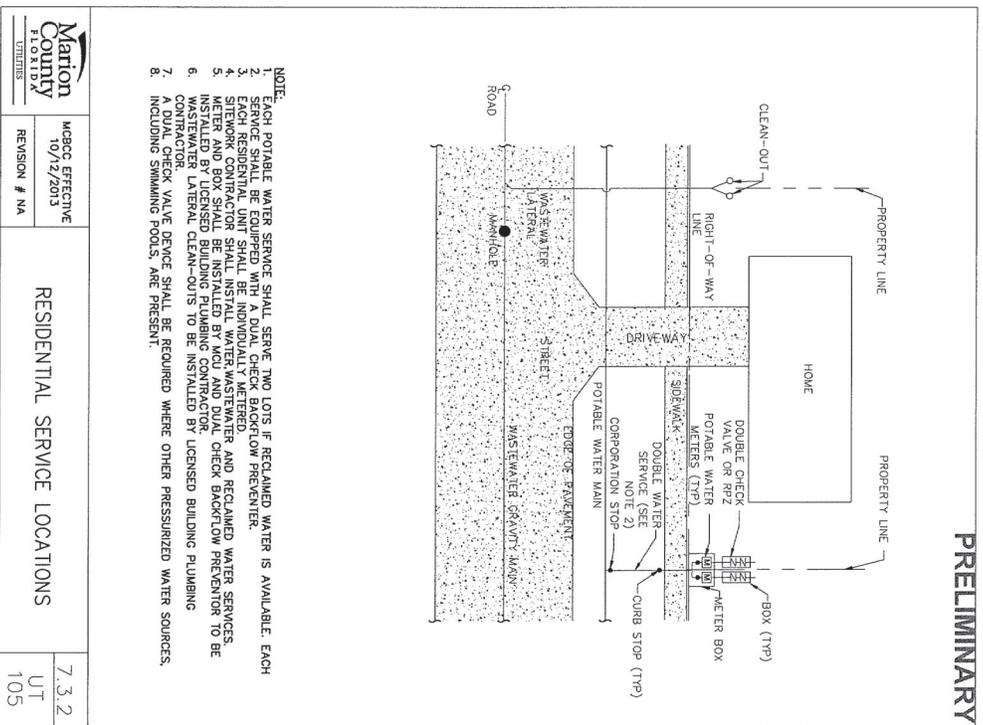






- NOTES:**
1. CURB STOP SHALL BE INSTALLED ON STREET SIDE OF THE SIDEWALK BETWEEN SIDEWALK AND DRIVEWAY.
 2. CONTRACTOR TO LOCATE CURB STOP BY PLACING A METER BOX FLUSH WITH FINISH GRADE.
 3. PVC CASING TO BE USED UNDER PAVEMENT, EXTENDING A MINIMUM OF 5' ON EITHER SIDE OF THE PAVEMENT WHERE POSSIBLE.
 4. CURB STOPS SHALL BE HORIZONTAL TO WATERMANS SERVICE LINE.
 5. ALL FITTINGS TO BE DETERMINED BY SERVICE LINE.
 6. PIPE AND FITTING SIZES TO BE DETERMINED BY SERVICE LINE.
 7. COMPACTON SHALL BE MADE UNDER AND AROUND THE CONNECTION TO THE SATISFACTION OF THE ENGINEER.

Marion County Florida UTILITIES
 MCBCC EFFECTIVE 10/12/2013
 REVISION # NA
WATER AND RECLAIMED WATER SERVICES (TYPICAL)
 7.3.2 UT 107



- NOTE:**
1. EACH POTABLE WATER SERVICE SHALL SERVE TWO LOTS IF RECLAIMED WATER IS AVAILABLE. EACH SERVICE SHALL BE EQUIPPED WITH A DUAL CHECK BACKFLOW PREVENTER.
 2. EACH RESIDENTIAL UNIT SHALL BE INDIVIDUALLY METERED.
 3. SITEWORK CONTRACTOR SHALL INSTALL WATER WASTEWATER AND RECLAIMED WATER SERVICES.
 4. ALL WATER SERVICES SHALL BE INSTALLED BY LICENSED PLUMBING CONTRACTOR.
 5. WASTEWATER LATERAL CLEAN-OUTS TO BE INSTALLED BY LICENSED BUILDING PLUMBING CONTRACTOR.
 6. A DUAL CHECK VALVE DEVICE SHALL BE REQUIRED WHERE OTHER PRESSURIZED WATER SOURCES, INCLUDING SWIMMING POOLS, ARE PRESENT.

Marion County Florida UTILITIES
 MCBCC EFFECTIVE 10/12/2013
 REVISION # NA
RESIDENTIAL SERVICE LOCATIONS
 7.3.2 UT 105

GDC Consulting Engineering 2817 NE 3rd St. Ocala, Florida 34470 (352) 629-4000 Phone (352) 629-4000 Fax GDC@consultingeng.com Date of Florida Certificate of Authorization 8/20/11		SHEET TITLE: Detail 2 PROJECT: First Cure Plan DESIGNED BY: PRW DRAWN BY: CTH GDC DWG NAME: 24-02_Curb Plan CHECKED BY: PRW APPROVED BY: PRW CLIENT: Marion County DATE: FEB 2024 SHEET NO: 4 of 4				
		REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	DESCRIPTION	
DATE	BY	DESCRIPTION				

Equipment and Inventory on Hand

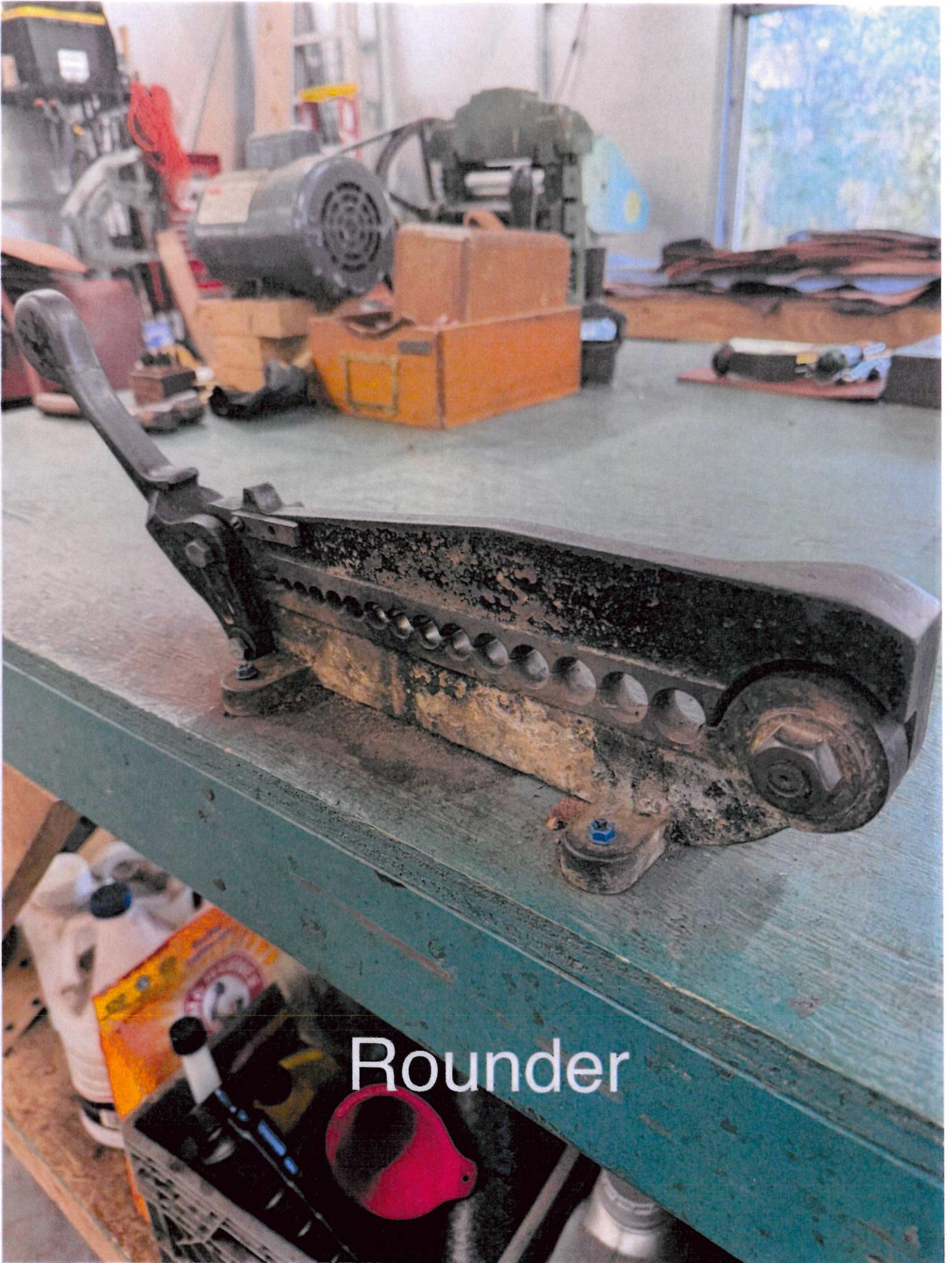
	<u>Description</u>	<u>FMV</u>
1	Office computer	\$ 500
2	Furniture/Fixtures	\$ 1,500
3	Miscellaneous hand tools	\$ 1,500
4	Brass Hardware	\$ 3,000
5	Thread	\$ 1,980
6	Leather	\$ 1,600
7	55 Gal. oil for dipping halte	\$ 850
8	Finished products/halters	\$ 1,800
9	Shipping supplies	\$ 500
*10	Sewing machines (2)	\$ 11,000
*11	Table shear	\$ 2,500
*12	Strap cutters (4)	\$ 6,000
13	Cut out machine	\$ 4,500
*14	Engraving machine	\$ 750
*15	Western coutout machine	\$ 1,500
*16	Motorized splitter	\$ 2,500
*17	Hand splitter	\$ 900
*18	Leather creaser	\$ 1,000
*19	Four ton clicker	\$ 1,000
*20	Foot press	\$ 1,000
*21	Rounder	\$ 500
*22	Buffing Machine	\$ 300
*23	Drill Press	\$ 300
*24	Rivet Setter	\$ 350
*25	Brass fonts	\$ 350
	Total	<u>\$ 47,680</u>

*These items are valued by Mr. James Cox as seen on Exhibit 1.

The total value of the equipment and inventory in place is \$47,680.

Goodwill

If not for the taking, Albrights business is financially stable enough to continue operating for the foreseeable future. Albrights was established in 1868 and was purchased by the Flint's in 2003. Since that time the Company has sustained both owners working in the business. This is the definition of a business operating under a "going concern" assumption. The term "going concern value" can be used interchangeably with the term "goodwill" as discussed in the Matthews v. Division of Administration case. In a business such as Albrights where it is not operating at a loss, but yet not making enough to have any



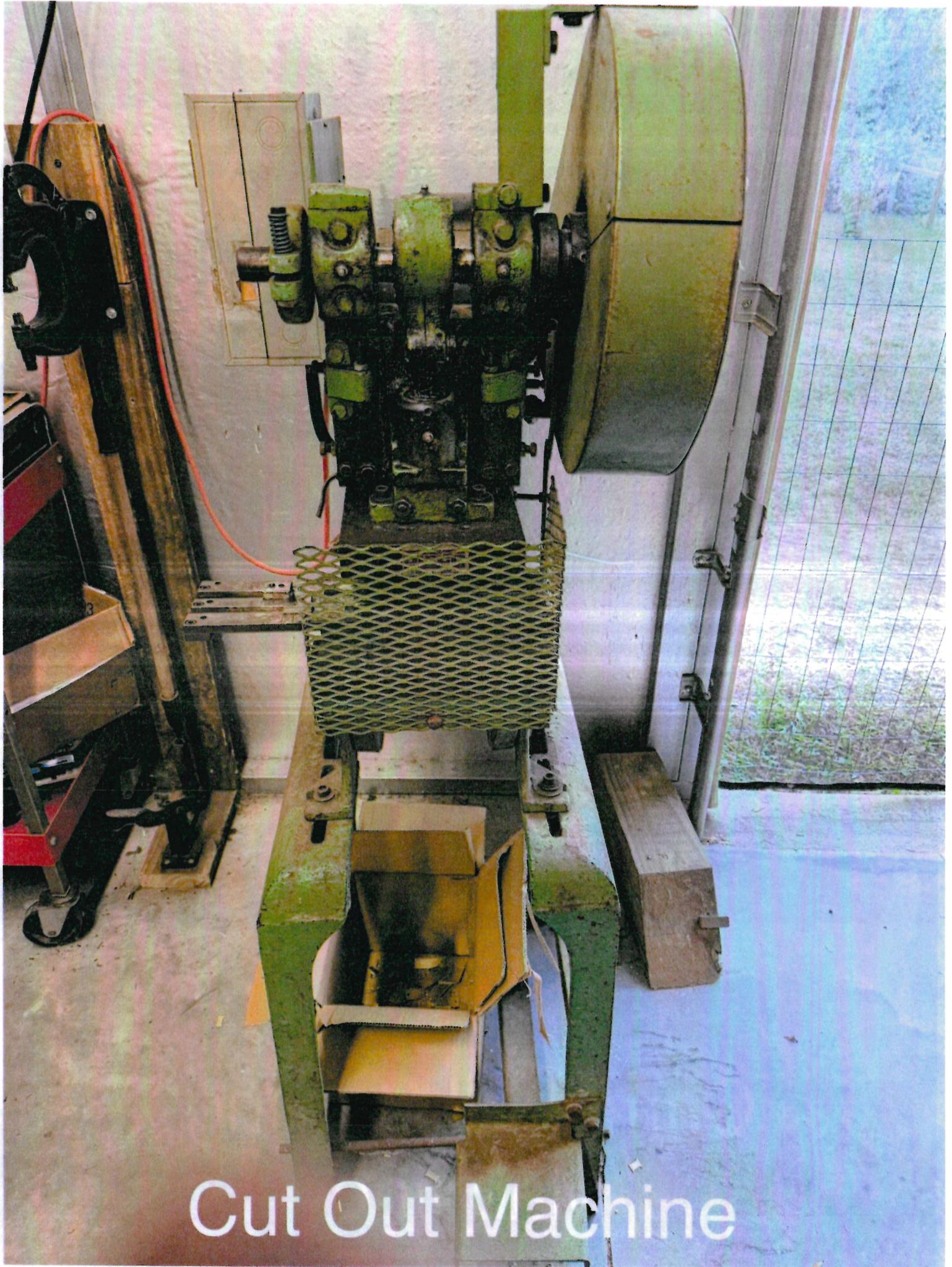
Rounder



4 Ton Clicker



Campbell Sewing Machine



Cut Out Machine

MODEL [REDACTED]
CUTOUT MACHINE
NO. 5998
THE LOUIS G. FREEMAN CO.
CINCINNATI, O., U.S.A.

Western Cut Out
Machine



Motorized Splitter

Table Sheer

TURN-OUT HALTERS			
SMALL POLYESTER FOR PANTS	4 LARS	NUMBER	HEALING PATCHES
17-16	21-17	23-17	24-21
15-16	19-18	21-3	22-22
15-9	14-10	15-11	10-11
14-10	15-11	17-15	20-15
10-4	11-43	15-24	16-64
22	21	25	27
3	72-3		10-4



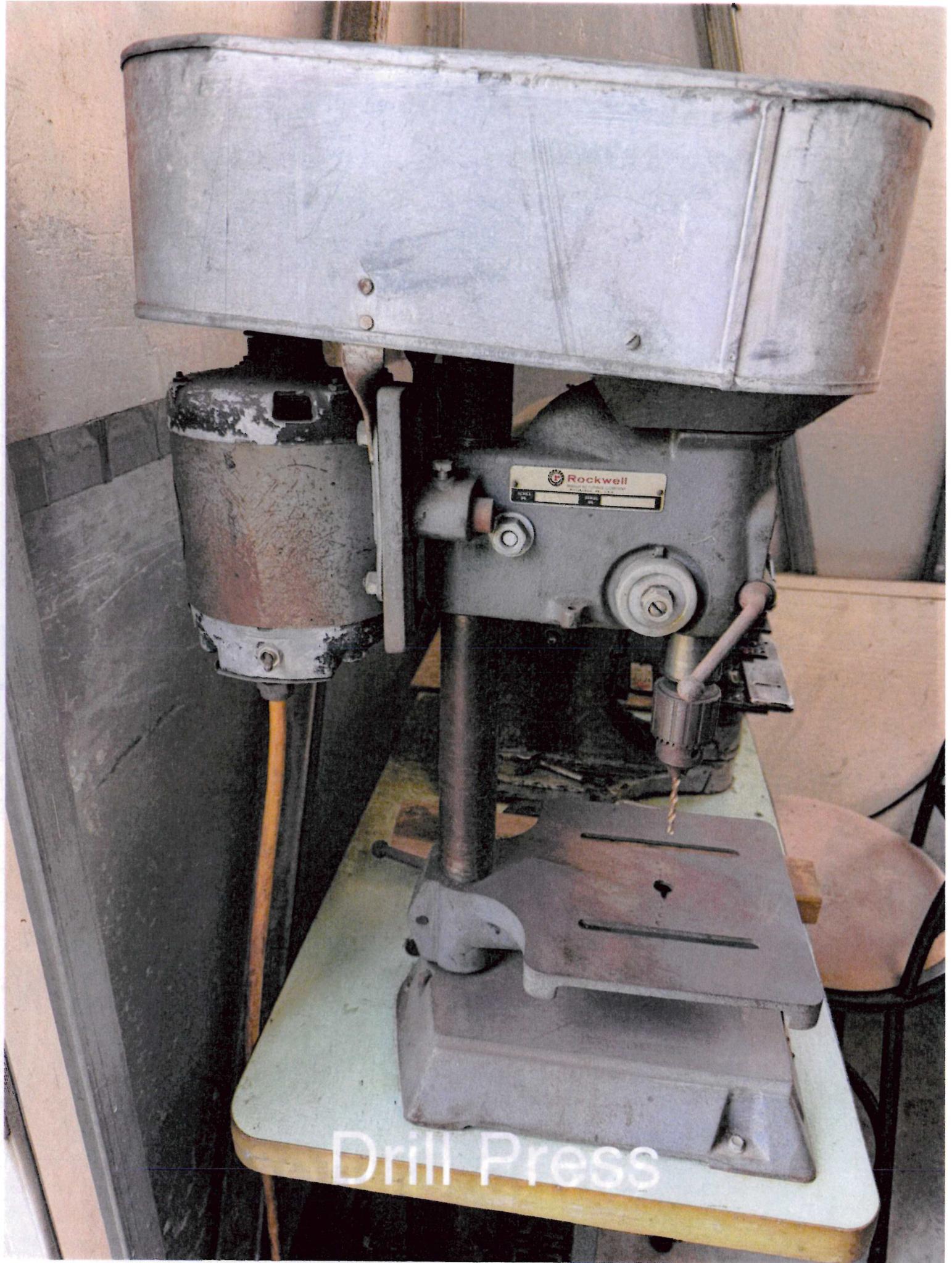
Hand Splitter



Foot Press



Industrial Buffing
Machine



Drill Press



Strap Cutter

A black metal rivet setter tool is mounted on a wooden plank. The tool has a large, curved handle and a central mechanism with a spring and a threaded rod. The wooden plank is secured to a wall with screws. The background is a light-colored wall with some shadows.

Rivet Setter

ADDENDUM

THIS ADDENDUM, made and entered this _____ day of _____, 20____ to a Purchase Agreement dated _____, 20 25, hereafter referred to as (the "Agreement") between **RICHARD D. FLINT and STEPHANIE J COX-FLINT**, husband and wife, hereinafter referred to as ("SELLER") and **MARION COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as ("BUYER"), for the purchase of real property located at 4920 NW 49th Ave, Ocala, FL 34482 and further identified as Parcel ID #: 13550-000-00, hereafter referred to as (the "Premises").

The BUYER and SELLER agree to modify the Agreement as follows:

1. **EXTENDED OCCUPANCY.**
SELLER has requested and BUYER hereby agrees to grant SELLER extended occupancy of the Premises at no cost to the SELLER for six (6) months from the date of Closing. SELLER will not be required to move prior to October 5, 2025.
2. **DILIGENT CARE OF PREMISES.**
SELLER shall exercise diligent care in protecting the Premises from theft, waste or vandalism.
3. **ASSUMPTION OF RISK.**
For the duration of the extended occupancy and to the fullest extent permissible by law, SELLER assumes all risk, known and unknown, of any illness, infection, injury, disability, including death, or damage, however caused.
4. **RELEASE.**
 - a) SELLER to the fullest extent permissible by law, absolves, releases and waives any and all liability, claims, damages, actions, causes of action, demands, or suits in equity of whatever kind or nature, including COVID-19 contamination, illness, disease, disability, personal injury, death, or damage to property, against BUYER, its officials, governmental authorities, employees, agents, and volunteers, (the "Released Parties") relating in any way to the entering into or the performance of this Agreement and SELLER's extended occupancy and/or use of the Premises.
 - b) This release includes claims for strict liability for abnormally dangerous activities.
 - c) This release survives the expiration or termination of this Agreement.
5. **INDEMNITY, HOLD HARMLESS AND DEFEND.**
 - a) SELLER agrees to indemnify, hold harmless and defend the Released Parties against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and actions of whatever kind or nature, including reasonable attorney's fees, costs (and reasonable attorney's fees and costs on appeal), and damages (including, but not limited to, actual and consequential damages) arising out of this Agreement, or SELLER's extended occupancy and/or use of the Premises, and any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by SELLER.
 - b) SELLER shall satisfy any judgment against the Released Parties and reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or SELLER's extended occupancy and/or use of the Premises.
 - c) SELLER's grant of indemnity hereby survives the expiration or termination of this Agreement.
 - d) This Section shall not be construed in any way to alter BUYER's sovereign immunity or the limits established in Section 768.28, Florida Statutes, as may be amended from time to time.

6. **INSURANCE.**
SELLER shall provide to BUYER, as a condition of such extended occupancy, on the date of closing, a General Liability insurance policy that includes Premise Liability with a minimum limit of \$300,000.00 per occurrence and naming "Marion County Board of County Commissioners" as an additional insured on the policy.
7. **NO WAIVER OF BUYER'S SOVEREIGN IMMUNITY PROTECTIONS.**
SELLER acknowledges that the BUYER is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes.
8. **REASONABLE WEAR AND TEAR EXCEPTED.**
All property, whether real or personal, included in the Agreement, shall be delivered to the BUYER on the date of surrender of occupancy, in the same condition existing as of the effective date of this Agreement, reasonable wear and tear expected.
9. **VACATING.**
SELLER agrees to timely vacate all who claim possession through SELLER. SELLER agrees to leave the Premises in move in condition and, upon vacating, SELLER agrees to either, at BUYERS discretion, deliver the keys to all locks to BUYER, its agent(s) or representative(s) upon a final walkthrough of the Premises or to the Marion County Office of the County Engineer, 412 SE 25th Avenue, Ocala, FL 34471 by the date of surrender of occupancy.
10. **TERMS REMAIN IN FULL FORCE AND EFFECT.**
All other terms and conditions of the Agreement shall remain the same and in full force and effect.

[This portion of page intentionally left blank, signatures to follow.]

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the day and year first above written.

WITNESSES:

Charles R Forman
(Signature)

Charles R Forman
(Print or type name)

Brandi Jordan
(Signature)

Brandi Jordan
(Print or type name)

Charles R Forman
(Signature)

Charles R. Forman
(Print or type name)

Brandi Jordan
(Signature)

Brandi Jordan
(Print or type name)

SELLER:

Richard D Flint
(Signature)

RICHARD D. FLINT
(Print or type name)

3/3/25
(Date)

Stephanie Cox-Flint
(Signature)

STEPHANIE J. COX-FLINT
(Print or type name)

3/3/25
(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: KATHY BRYANT, CHAIRMAN

(Date)

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

COUNTY ATTORNEY