

Addendum to Purchase Agreement

THIS ADDENDUM TO PURCHASE AGREEMENT (the "*Addendum*") is attached to and amends that certain Purchase Agreement made by and between **BRUCE E. OEHLERKING, TRUSTEE OF THE BRUCE E. OEHLERKING TRUST DATED APRIL 22, 2019**, as to an undivided 37.457% interest, **MYRA A. GRESKO AS TRUSTEE OF THE MYRA A. GRESKO TRUST DATED DECEMBER 21, 2011**, as to an undivided 37.457% interest, and **MICHAEL OEHLERKING** as to an undivided 25.086% (each a "*Seller*" and collectively the "*Sellers*") and **MARION COUNTY**, a political subdivision of the State of Florida ("*Buyer*") (the "*Main Contract*").

The following provisions shall be deemed incorporated in the Contract and, to the extent they conflict with terms and conditions of the Main Contract, this Addendum shall be controlling:

1. **AMENDMENT OF SECTION OF IV (a)**. Section IV Closing Date (a) is hereby amended and henceforth shall read as follows:

- (a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners' approval and execution. Notwithstanding the foregoing, in the event the Board of County Commissioners has not approved and executed this Agreement within 60 days of the execution hereof by the last of the Sellers to execute the same Sellers may, thereafter, upon 30 days written notice to County and the Agreement not having been approved and executed within said 30 day period terminate the same. 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.

2. **ADDITION OF SECTION VII**. The Main Contract is hereby amended to add an additional Section VII which shall read as follows:

VII. CONVEYANCE.

- (a) Conveyance shall be by Special Warranty Deed. Buyer and Seller acknowledge that Buyer is a political subdivision of the State of Florida with condemning authority and the conveyance pursuant to this Agreement shall be a conveyance in lieu of, and/or under threat of, condemnation.

3. **ADDITION OF SECTION VIII**. The Main Contract is hereby amended to add an additional Section VIII which shall read as follows:

VIII. TITLE.

- (a) Buyer has previously purchased from Seller real property adjacent to the Property consisting of portions of Tracts 4 and 5, Marion Center, which property was subject to, and Buyer accepted title to the same subject to, the following exception items:
 - Oil, gas and mineral reservations contained in instrument recorded in Book 703, Page 503, Book 848, Page 128 and Book 1255, Page 260, and as referenced in Warranty Deeds recorded in Book 7039, Page 441, Book 7039, Page 481 and Book 7039, Page 483, Book 7039, Page 436, Official Records Book 7039, Page 477 and Book 7039, Page 479, Public Records of Marion County, Florida.
 - Resolution recorded in Book 563, Page 549, Public Records of Marion County, Florida.

- Marion County Water and Wastewater System Standard Developer's Service Agreement as contained in that certain instrument recorded in Book 4120, Page 245, and Assignment of ERC Credit for Water Supply and Wastewater Treatment Capacity recorded in Book 7039, Page 451, of the Public Records of Marion County, Florida.
- Easement granted to Florida Power Corporation by instrument recorded in Book 1521, Page 423, subordination of interest in Book 2351, Page 1191, Public Records of Marion County, Florida.
- Easement granted to Florida Power Corporation by instrument recorded in Book 3240, Page 375, Public Records of Marion County, Florida.
- Grant of Non-Exclusive Easements recorded in Book 1532, Page 673 and re-recorded in Book 1534, Page 950, Public Records of Marion County, Florida.
- All of the terms and provisions set forth and contained in that certain Lease, recorded in Book 2279, Page 1015, Public Records of Marion County, Florida.
- All of the terms and provisions set forth and contained in that certain Lease, recorded in Book 2279, Page 1019, Public Records of Marion County, Florida.
- All of the terms and provisions set forth and contained in that certain Lease, recorded in Book 2279, Page 1021, Public Records of Marion County, Florida.
- Construction, Operation and Easement Agreement recorded in Book 2363, Page 1, Partial Assignment of Rights recorded in Book 2363, Page 29 and in Book 2462, Page 1495, Public Records of Marion County, Florida.
- Easement Agreement recorded in Book 2362, Page 1981, as Corrected in Book 3055, Page 1046, Partial Assignment of Rights under Easement Agreement recorded in Book 2531, Page 1350, Public Records of Marion County, Florida.
- Construction, Operation and Easement Agreement recorded in Book 2363, Page 54 and Correction recorded in Book 3055, Page 1042, Public Records of Marion County, Florida.
- Tree Trimming Easement recorded in Book 3177, Page 909, Public Records of Marion County, Florida.
- Drainage Easement as shown in Deed recorded in Book 3672, Page 950, Public Records of Marion County, Florida.
- Encroachment Agreement recorded in Book 3707, Page 1962, Public Records of Marion County, Florida.
- Marion County Water and Waste Water System Developer's Service Agreement as set forth in instrument recorded in Book 4120, Page 245, Assignment of ERC Credit recorded in Book 6143, Page 224, Public Records of Marion County, Florida.
- Marion County Form Subdivision Maintenance Agreement as set forth in instrument recorded in Book 4227, Page 1956, Public Records of Marion County, Florida.
- Construction, Operation and Easement Agreement as set forth in instrument recorded in Book 4232, Page 1157 and Amendment in Book 4817, Page 1898, Public Records of Marion County, Florida. Utility Easement recorded in Book 4366, Page 1253, Public Records of Marion County, Florida.
- Taxes for the year of closing and all subsequent years.

And is additionally subject to the following:

- Restrictions, reservations, covenants, easements, conditions and all other matters as shown on the Plat recorded in Plat Book 15, Page 85, Public Records of Marion County, Florida.
- Agreement with to Marion Center recorded in OR Book 8384, at Page 1336, Public Records of Marion County, Florida.

Seller shall have no obligation to cure, caused to be removed, or otherwise modify any of the foregoing exception items (the "*Existing Exceptions*") except as expressly provided for hereinafter.

4. **ADDITION OF SECTION IX.** The Main Contract is hereby amended to add an additional Section IX which shall read as follows:

IX. PROPERTY DESCRIPTION AND SURVEY.

- (a) The Property being conveyed to Buyer shall consist of Lot 2, of Oehlerking-CFUS, a replat of a portion of Tract 5, Marion Center, as per plat thereof recorded in Plat Book 15, at Page 86, Public Records of Marion County, Florida, and all of Tract 4, Marion Center, as per plat thereof recorded in Plat Book 9, Page 39, **EXCEPT** any portion of Tract 4 previously conveyed to Buyer by Special Warrant Deed from Seller to Buyer recorded in OR Book 8384, at Page 1356, Public Records of Marion County, Florida (the "*Prior Conveyance*"). The Parties intend that the Property shall be adjacent and contiguous to the real property which was the subject of the Prior Conveyance (the "*Adjacent Parcel*"). Buyer shall be entitled to obtain a survey of the Property and the legal description at Closing shall be as set forth in such survey and as necessary to assure that the Property conveyed to Buyer is adjacent and contiguous to the Adjacent Parcel, without gaps, overlaps, hiatuses or gores.

5. **ADDITION OF SECTION X.** The Main Contract is hereby amended to add an additional Section X which shall read as follows:

X. WAIVER OF RIGHT TO JURY TRIAL.

- (a) EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL

COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

6. **ADDITION OF SECTION XI.** The Main Contract is hereby amended to add an additional Section XI which shall read as follows:

XI. AMENDMENT TO EXISTING AGREEMENT.

- (a) At the time of the Prior Conveyance Buyer and Sellers entered into an Agreement with regard to Marion Center which was recorded in OR Book 8384, at Page 1336, Public Records of Marion County, Florida (the "***Existing Agreement***") and which pertained, in part, to the recognition that Sellers are the owners of 114.96 Equivalent Residential Connections (ERC) Credits and have the right to assign the same to owners of properties within the subdivision (as that term is defined in the Existing Agreement) and the further right to assign up to 50 of ERCs to other properties within the Oak Run Service Area. Buyer and Seller acknowledge that Sellers have previously given substantial and agreed upon consideration to Buyer for the ERC Credits, that Buyer as the Buyer of the Property has no need for such ERC Credits, and that the sale by Seller to Buyer of the Property significantly undermines the value of the same. As additional consideration for the Property, therefore, Buyer and Seller shall enter into a modification to the Existing Agreement at Closing which shall provide that:
- (i) The next 50 Equivalent Residential Connections paid for to County and related to properties within the Oak Run Service Area (but not within the Subdivision) shall, upon receipt by County, be remitted to Seller and Seller shall accept such payments in satisfaction of the 50 ERC Credits currently assignable by Seller to other properties within the Oak Run Service Area; and
- (ii) The next 64.96 Equivalent Residential Connections paid for to County and related to properties within the Subdivision shall, upon receipt by County, be remitted to Seller and Seller shall accept such payments in satisfaction of the 64.96 ERC Credits currently assignable by Seller to other properties within the Subdivision.

7. **ADDITION OF SECTION XII.** The Main Contract is hereby amended to add an additional Section XII which shall read as follows:

XII. BROKERAGE COMMISSION.

- (a) Buyer represents and warrants to Sellers and Sellers likewise represent and warrant to Buyer that they have neither dealt with nor negotiated with any broker or finder with connection with the sale of the Property to the Buyer except for Boyd Real Estate, LLC / Frederick Joseph Krim ("***Broker***"). Each party hereby agrees to indemnify and hold the other harmless for any

and all claims, demands, cause of action or other liability, and all cost and expense, including reasonable attorney's fees and disbursements incurred in against defending against any such claim, arising from or pertaining to any Brokerage Commission, fees, costs or other expense which may be claimed by any broker, agent, or other person by reason of any claims arising out of the actions of the Buyer (as to the indemnity obligations of the Buyer) or arising out of the actions of the Seller (as to the indemnity obligations of the Seller). Without limiting the foregoing, Seller shall be solely responsible for paying a real estate commission in the amount of six percent (6%) of the Purchase Price to Broker at, and from the proceeds of, Closing.

8. **ADDITION OF SECTION XIII.** The Main Contract is hereby amended to add an additional Section XIII which shall read as follows:

XIII. DEFAULT.

- (a) If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) or seek specific performance, thereby waiving any right, claim, or entitlement to damages of any kind or nature except as specifically provided for hereinafter. Buyer shall be entitled to recover damages only in the event that Seller, through intentional act or omission, deprives Buyer of a meaningful remedy of specific performance.

9. **ADDITION OF SECTION XIV.** The Main Contract is hereby amended to add an additional Section XIV which shall read as follows:

XIV. NOTICE.

- (a) All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

- (i) For Seller:

Bruce E. Oehlerking
156 Ashton Lane
Crystal Lake, IL 60014
Email: bruceoehlerking@aol.com.

- (ii) For Seller:

Michael Oehlerking
3020 SW 53rd Street
Ocala, FL 34471
Email: olrking@aol.com

- (iii) For Seller:

Myra A. Gresko

307 Ethel Lane
Wood Dale, IL 60191
Email: MyraGresko@aol.com

With Copy (as to all Sellers) to:
Gray, Ackerman & Haines, P.A.
211 NW 3rd Street
Ocala, FL 34475
Email: thaines@gahlaw.com

(iv) For Buyer:

Marion County
Attn.: Marion County Utilities
401 SE 25th Avenue, Bldg. 1
Ocala, FL 34471
Email: Joshua.kramer@marionfl.org

With Copy to:

Marion County
Attn.: County Attorney
601 SE 25th Avenue
Ocala, FL 34471
Email: Thomas.swartz@marionfl.org

10. **INITIALS NOT REQUIRED ON MAIN CONTRACT.** It is not necessary for any party to initial any of the pages on the Main Contract, and the fact that neither or only one of them may do so shall have no adverse consequences on the effectiveness of this Agreement.
11. **SIGNATURES BY FACSIMILE OR DIGITAL EXECUTION.** It is the intent and agreement of the parties hereto that the signatures to this Agreement, or any subsequent amendment to this Agreement, shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any subsequent amendment to this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; all parties simply waive and relinquish any such defense.
12. **EFFECT ON MAIN CONTRACT.** In the event of any conflict between the Main Contract and this Addendum, the provisions of this Addendum shall govern. Any reference in the Main Contract or herein to "this Contract," "this Agreement," or similar terms shall refer to the Main Contract as modified by this Addendum.

IN WITNESS WHEREOF, the Parties have set their hand and seal as of the _____ day of _____, 2026.

WITNESSES:

SELLER: BRUCE E. OEHLERKING, TRUSTEE OF
THE BRUCE E. OEHLERKING TRUST DATED
APRIL 22, 2019, as to an undivided 37.457%

Matt Butler
(Signature)

Bruce E Oehlerking
(Signature)

MATT BUTLER
(Print or type name) 142 PEGASUS DR
CRYSTAL LAKE, IL 60014

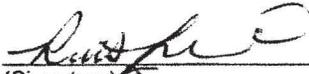
BRUCE E. OEHLERKING
(Print or type name)

Natalie M. Butler
(Signature)

2-27-26
(Date)

Natalie M. Butler
(Print or type name) 142 Pegasus Drive
Crystal Lake, IL 60014

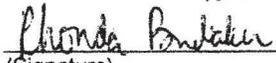
WITNESSES:



(Signature)

Richard Leland

(Print or type name) 9161 Almetta Ave
Lehighville FL 33119

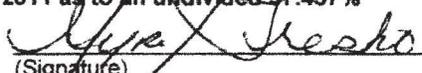


(Signature)

Rhonda Brubaker

(Print or type name) 9161 Almetta Ave
Ft. Myers FL 33919

**SELLER: MYRA A. GRESKO AS TRUSTEE OF THE
MYRA A. GRESKO TRUST DATED DECEMBER 21,
2011 as to an undivided 37.457%**



(Signature)

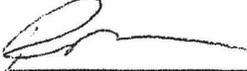
MYRA GRESKO

(Print or type name)

2-27-26

(Date)

WITNESSES:



(Signature)

Russell McNeish, 5427 SE 19th Ct
Ocala, FL 34471

(Print or type name)

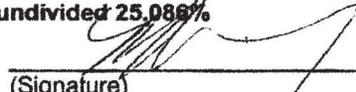


(Signature)

Keri Manganian, 3523 SW 10th Terrace
Ocala, FL 34471

(Print or type name)

SELLER: MICHAEL OEHLERKING, as to an undivided 25.088%



(Signature)

Michael Oehlerking

(Print or type name)

3/9/26

(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

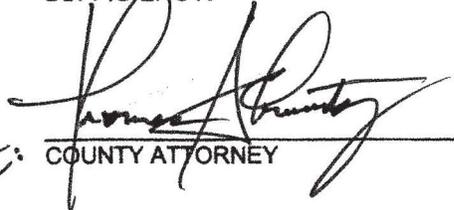
BUYER:

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