

ADDENDUM

THIS ADDENDUM, made and entered this 21st day of November, 20 25 to a Purchase Agreement dated November 21st, 20 25, hereafter referred to as (the "Agreement") between HOWARD DENNIS ROBERTS and LINDA F. ROBERTS, 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 101 SE Highway 42, Summerfield, FL 34491 and further identified as Parcel ID#: 44822-000-12, 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 twelve (12) months from the date of Closing. SELLER will not be required to move prior to January 16, 2027. Provided however, SELLER shall be responsible for all utilities, which shall be maintained in SELLER's name during extended occupancy. Should SELLER fail to vacate the Premises after January 16, 2027, the parties agree that SELLER shall pay BUYER a daily occupancy fee in the amount of One Hundred Fifty and 00/100 (\$150.00), per day. Provided further, SELLER shall place a security deposit in the amount of Two Thousand, Five Hundred and 00/100 (\$2,500.00) in escrow with the closing agent at the time of closing to secure BUYER in the event of SELLER's failure to timely surrender possession. The SELLER's liability for costs of eviction, attorney's fee, court costs, and related eviction expenses, will not be limited to the security deposit held in escrow. The security deposit will be returned to SELLER following SELLER's timely vacating the Premises, or timely signing a short-term lease agreement with BUYER to further extend SELLER's occupancy of the Premises.

The SELLER may vacate the Premises before the expiration of twelve (12) months but agrees to provide the BUYER a written notice of intent to vacate not less than forty-five (45) days prior to vacating the Premises.

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. SELLER shall likewise carry insurance covering SELLER's personal property.

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. **LIMITED REPURCHASE OPTION.**

Within twelve (12) months from the date of Closing, and after forty-five (45) days written notice and payment to the BUYER in the amount of Two Hundred Twenty-Two Thousand,

Five Hundred Ninety-Nine and 18/100 Dollars (\$222,599.18), the SELLER may repurchase from the BUYER the 1992 Eagle Double Wide Mobile Home, ID# GAFLM35A04825ET and ID# GAFLM35A04825ET ("Mobile Home"). Should SELLER exercise this limited repurchase option, SELLER will be responsible for any liability and all fees and costs associated with the removal and relocation of the Mobile Home from the Premises, and hold BUYER harmless, therefrom.

ANY REMOVAL OF ANY OTHER BUILDINGS, FIXTURES OR APPLIANCES CONVEYED BY SELLER TO BUYER AND NOT OTHERWISE ADDRESSED HEREIN OR IN THE PURCHASE AGREEMENT WILL BE CONSIDERED THEFT AND WILL BE PROSECUTED.

9. REASONABLE WEAR AND TEAR EXPECTED,

Except as otherwise provided, 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.

10. 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 BUYER'S 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.

11. 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:

Kristie Rineas
(Signature)

Kristie Rineas
(Print or type name)

[Signature]
(Signature)

Elizabeth Woods
(Print or type name)

WITNESSES:

Kristie Rineas
(Signature)

Kristie Rineas
(Print or type name)

[Signature]
(Signature)

Elizabeth Woods
(Print or type name)

SELLER:

Howard D. Roberts
(Signature)

HOWARD D. ROBERTS
(Print or type name)

11-21-2025
(Date)

SELLER:

Linda F. Roberts
(Signature)

LINDA F. ROBERTS
(Print or type name)

Nov. 21, 2025
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF 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:

Matthew Guy Minter
MATTHEW GUY MINTER,
COUNTY ATTORNEY