

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

September 29, 2021

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

Project: NW 80th Avenue & SR 40 Intersection
Project Parcel #: N/A
Parcel ID #: 21069-002-01

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **DINKINS & DINKINS, LLC**, a Florida Limited Liability Company having a mailing address of 101 NE 16th Avenue, Ocala, FL 34470, 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 #: 21069-002-01 and further shown on Right of Way Maps and/or Sketch of Description for the NW 80th Avenue & SR 40 Intersection 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:

N/A

II. PURCHASE PRICE

(a)	Fee Simple (124,146 SF)	\$2,855,358.00
	Improvements	\$ N/A
	Attorney Fees and Costs (inclusive of expert costs)	<u>\$ 160,000.00</u>
	Total	\$3,015,358.00

(b) Amount to be paid by **BUYER** to **SELLER** at closing including fees and costs. \$ 3,015,358.00

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. 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 title to BUYER 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: Seller shall have a Right in Right Out Curb Cut from Southbound 80th Street North of SR 40

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.

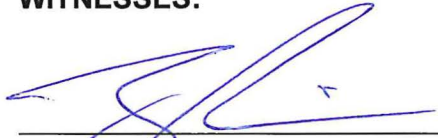
There () is (X) is not an addendum to this agreement.

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).

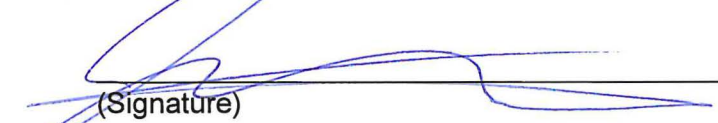
WITNESSES:



(Signature)

TRACY RAINS

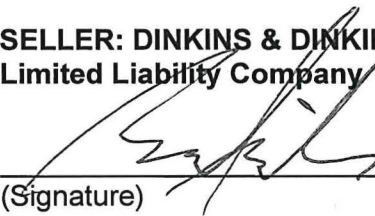
(Print or type name)



(Signature)

Joseph Hanrahan

(Print or type name)

SELLER: DINKINS & DINKINS, LLC, a Florida Limited Liability Company


(Signature)

Bradford Dinkins, Manager

(Print or type name)

9/29/21

(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: JEFF GOLD, CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

p.p. / Elizabeth Alt

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

(Date)

EXHIBIT "A"

The East 275 feet of the following description:

Commence at the SE corner of the NE 1/4 of Section 13, Township 15 South, Range 20 East, Marion County, Florida; thence N. 00°24'50" W. along the East boundary of said NE 1/4 a distance of 180.11 feet; thence departing from said East boundary S. 89°23'45" W. 33.00 feet to the Point of Beginning, said point being on the West right of way line of NW 80th Avenue (66 feet wide) and on the North right of way line of State Road 40; thence S. 47°32'22" W. along said North right of way 73.20 feet; thence S. 89°33'45" W. along said right of way line 550.09 feet; thence S. 79°17'39" W. along said right of way line 50.99 feet; thence N. 89°23'45" W. along said right of way line 250.00 feet; thence S. 00°36'15" W. along said right of way line 25.00 feet; thence N. 89°23'45" W. along said right of way line 29.05 feet; thence departing from said right of way line N. 00°36'15" E. 499.92 feet to an intersection with the South boundary of Sherman Oaks, according to the plat thereof as recorded in Plat Book 8, Page 13, Public Records of Marion County, Florida; thence S. 89°23'45" E. along said South boundary 925.34 feet to an intersection with aforesaid West right of way line of NW 80th Avenue; thence S. 00°24'50" E. along said West right of way line 405.00 feet to the Point of Beginning.

Containing 2.85 acres, more or less.