

**AMENDMENT TO
PURCHASE AGREEMENT AND TO ESCROW AGREEMENT**

THIS AMENDMENT TO PURCHASE AGREEMENT AND TO ESCROW AGREEMENT (“Amendment”) is executed by and between:

- Marion County, a political subdivision of the State of Florida (“County”);
- C & K Investments Ocala, LLC, a Florida limited liability company (“Seller”); and
- Candace McCoy, Affiliated Title of Central Florida, LTD, a Florida limited partnership (“Escrow Agent”).

WHEREAS:

- A. On or about March 21, 2024, and as evidenced by a *General Warranty Deed* recorded in OR Book 8281, Page 413, Public Records of Marion County, Florida, Seller sold to County the real property (“Property”) described in the attached **Exhibit A** pursuant to a *Purchase Agreement* (the “Purchase Agreement”) dated December 19, 2023.
- B. Pursuant to the Purchase Agreement: (a) Seller agreed to construct a left turn lane (the “Left Turn Lane”) on County Road 42 at the entrance to be provided on the western portion of Marion County Tax Parcel ID Number 48399-007-00; and (b) Seller, County and Escrow Agent entered into an *Escrow Agreement Parcel # 48399-005-00, 48399-006-00, 48399-007-00* (the “Escrow Agreement”). The Purchase Agreement and Escrow Agreement are collectively referred to as the “Existing Agreements.”
- C. Pursuant to the Escrow Agreement, Three Hundred Thousand and no/100 Dollars (\$300,000.00) (the “Escrowed Funds”) of the purchase price that would otherwise have been paid to Seller was escrowed with Escrow Agent to serve as assurance for the construction of the Left Turn Lane.
- D. The parties have determined that it would be in the best interest of the parties if County, not Seller, constructed the Left Turn Lane.
- E. Seller’s engineer has prepared, and County has approved, an estimate of the cost of constructing the Left Turn Lane, a copy being attached as **Exhibit B**. Such estimate includes an additional 20% of the estimated cost to cover possible overruns, resulting in a final estimate (the “Estimated Construction Costs”) of \$171,222.48.
- F. County and Seller desire to amend the Purchase Agreement to relieve Seller from the obligation to construct the Left Turn Lane and to provide for the release of the Escrowed Funds to County and Seller pursuant to paragraph 2 below.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Construction of Left-Turn Lane.**

- 1.1. The Purchase Agreement is amended to delete the obligation of Seller set forth in paragraph III.(e) of the Purchase Agreement to construct the Left Turn Lane. Thus, Seller shall have no further obligation concerning such construction.
- 1.2. Rather, County shall construct the Left Turn Lane as part of *Project R44* (SE Highway 42 from S Highway 475 to South US Highway 301) as set forth in the Marion County Transportation Improvement Program (TIP) 2027-2031.

2. **Release of Escrowed Funds.**

- 2.1. Escrow Agent is directed to disburse the Escrowed Funds of \$300,000.00 as follows:
 - 2.1.1. To County, the actual cost of construction of the Left Turn Lane as evidenced by documentation provided by County to Seller and Escrow Agent upon completion of the construction, which cost is subject to approval by Seller in its reasonable discretion.
 - 2.1.2. After Escrow Agent has disbursed to County, the amount set forth in paragraph 2.1.1, Escrow Agent shall disburse, to Seller, the difference between the Escrowed Funds and amount disbursed by Escrow Agent to County under paragraph 2.1.1. The disbursement to Seller shall be by check payable "C & K Investments Ocala, LLC" and mailed or delivered to Seller, c/o Matt Fabian, 1040 SW 43rd Place, Ocala, FL 34471.
 - 2.2. Following Escrow Agent's disbursement of the Escrowed Funds pursuant to paragraph 2.1 of this Amendment, Escrow Agent shall be relieved of all obligations under the Escrow Agreement, and the Escrow Agreement shall be deemed fulfilled and terminated, such that neither party shall have any further obligations thereunder.
 - 2.3. Escrow Agent joins in this Amendment solely in its capacity as Escrow Agent to acknowledge the provisions of this paragraph 2.
3. **Effect on Existing Agreements.** Except to the extent that Escrow Agreement is terminated hereby, the Existing Agreements are not amended or modified. Any reference in an Existing Agreement to "this Agreement," "the Agreement," or similar terms or phrases shall be deemed to refer to the Existing Agreement as amended by this Amendment.

THEREFORE, the parties have executed this Amendment effective the date of execution by the last of the parties hereto.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE**

COUNTY

MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida, by its
Board of County Commissioners

By: _____
Carl Zalak, III, Chair

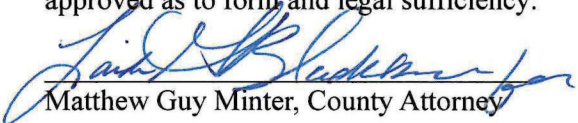
Date: _____

ATTEST:

Gregory C. Harrell, Clerk of Court and
Comptroller

Date: _____

For use and reliance of Marion County only,
approved as to form and legal sufficiency:


Matthew Guy Minter, County Attorney

SELLER

C & K Investments Ocala, LLC, a Florida limited liability company

By: Harvey Vandeven
Harvey Vandeven as Manager

Dated: 7/1/20

ESCROW AGENT

Affiliated Title of Central Florida, LTD, a Florida
limited partnership

By: 
Candace McCoy, as Escrow Agent

Date: 6/17/26

**EXHIBIT A
PROPERTY**

**SEC 30 TWP 17 RGE 23
PLAT BOOK 13 PAGE 029
C AND K CORNER
LOT 5, LOT 6, AND LOT 7**

P:\JG\Vandeven\C&K - Sale to County\Contracts\Amendment\Amendment to Contract JG 5-7-26.docx

EXHIBIT B **ENGINEER'S COST ESTIMATE OF CONSTRUCTING LEFT TURN LANE**

PROJECT

C&K 301/42 Turn Lane

ADDRESS

MARION COUNTY, FLORIDA

Submission

Date of plans

Total Cost Estimate

\$171,222.48

Tillman & Associates

ENGINEERING, LLC.

Website:

www.tillmaneng.com

Email:

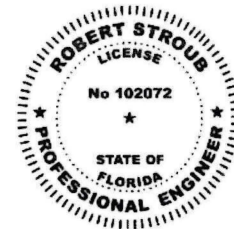
permits@tillmaneng.com

Contact:

(352) 387-4540

SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
GENERAL						
1	MOBILIZATION	1	LS	\$ 16,000.00	\$ 16,000.00	
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 22,256.40	\$ 22,256.40	
	Sub Total					\$ 38,256.40
WESTBOUND LEFT TURN LANE ALONG CR 42						
3	INLET PROTECTION SYSTEM	3	EA	\$ 170.00	\$ 510.00	
4	SEDIMENT BARRIER	1,104	LF	\$ 2.50	\$ 2,760.00	
5	CLEARING AND GRUBBING	0.18	AC	\$ 14,000.00	\$ 2,520.00	
6	REMOVAL OF EXISTING CONCRETE PAVEMENT/REMOVAL OF EXISTING CONCRETE	26	SY	\$ 38.00	\$ 1,005.20	
7	EMBANKMENT	720	CY	\$ 21.00	\$ 15,120.00	
8	TYPE B STABILIZATION, 12"	684	SY	\$ 8.00	\$ 5,472.00	
9	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	182	TN	\$ 150.00	\$ 27,360.00	
10	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	186	TN	\$ 180.00	\$ 33,480.00	
11	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	12	LF	\$ 205.00	\$ 2,460.00	
12	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 15 DEGREES, ROUND	2	EA	\$ 4,060.00	\$ 8,120.00	
13	CONCRETE CURB AND GUTTER, TYPE F	66	LF	\$ 22.00	\$ 1,452.00	
14	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1	AS	\$ 485.00	\$ 485.00	
15	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	0.22	GM	\$ 5,800.00	\$ 1,252.80	
16	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	30	LF	\$ 18.00	\$ 540.00	
17	THERMOPLASTIC, STANDARD, WHITE, ARROW	4	EA	\$ 170.00	\$ 680.00	
18	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	0.16	GM	\$ 5,900.00	\$ 944.00	
19	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CHEVRON	120	LF	\$ 2.25	\$ 270.00	
	Sub Total					\$ 104,429.00
TOTAL					\$ 142,685.40	
120% OF COST ESTIMATE					\$ 171,222.48	
TOTAL COST ESTIMATE					\$ 171,222.48	
Exclusions:						
NOTES:						
1) Unless specific above, cost estimate excludes: Permits, Testing, Certified As-builts, Rock Removal, Remove and Replace Unsuitable, Traffic Control, Fencing, Electrical Conduit, Telephone, Cable, Irrigation, and Landscaping.						
2) Cost estimate is preliminary and based on historical cost estimate data and contractor coordination.						

Date:
 2025.10.23
 13:04:27-04'00'



This item has been digitally signed and sealed by Robert Stroub on the date adjacent to the seal. Signature must be verified on any electronic copies.