

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

May 8, 2023

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

Project: SW 49<sup>th</sup> Avenue Segment F  
Project Parcel #: N/A  
Parcel ID #: 8009-1185-07

## PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **THE DELTONA CORPORATION, a Delaware Corporation**, whose address is 8014 SW 135<sup>th</sup> Street Road, Ocala, Florida 34473-6807, 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 #: 8009-1185-07 for the SW 49<sup>th</sup> Avenue Segment F Road Improvement Project (from Marion Oaks Manor north to SW 142<sup>nd</sup> Place Road) 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) Itemized purchase price, fees and costs:

Land and Improvements	\$ <u>34,799.82</u>
Damages (Severance/Cost-to-Cure)	\$ <u>0.00</u>
Other: <u>Attorney Fees</u>	\$ <u>3,520.05</u>
Other: <u>N/A</u>	\$ <u>0.00</u>
Sub-Total	\$ <u>38,319.87</u>

(b) Amount to be paid by BUYER to SELLER at closing including fees and costs. \$38,319.87.

**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: This agreement is inclusive of all fees and costs associated with this transaction.

**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:**

*Jessie Holley*  
(Signature)

Jessie Holley  
(Print or type name)

*Morgan Thacher*  
(Signature)

Morgan Thacher  
(Print or type name)

**SELLER: The Deltona Corporation, a Delaware Corporation**

*[Signature]*  
(Signature)

Melissa S. Bethel  
(Print or type name)

5-10-2023  
(Date)

**ATTEST:**

**BUYER:**

**MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

GREGORY C. HARRELL  
CLERK OF THE COURT

BY: CRAIG CURRY,  
CHAIRMAN

(Date)

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

*p.p. / [Signature]*  
COUNTY ATTORNEY

EXHIBIT "A"

PID# 8009-1185-07

Lot 7, Block 1185, Marion Oaks Unit Nine, according  
to the plat thereof, as recorded in Plat Book O, Page 164 through 193, inclusive of the Public  
Records  
of Marion County, Florida.