

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

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

Project: SW 49th/40th Avenue Phase 1
Project Parcel #: 23, 24, 25
Parcel ID#: 2390-018-000

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between: **Heathbrook I LLC**, a Delaware limited liability company, and **Heathbrook II LLC**, a Delaware limited liability company, both of which have an address of 23632 Calabasas Road, Suite 107, Calabasas, CA 91302, hereinafter referred to collectively 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 #: **2390-018-000** and further shown on Sketches of Description for the **SW 49th/40th Avenue Phase 1** road project (from SW 66th Street to SW 43rd Street Road) incorporated herein by reference and attached as Exhibit "A".

- (X) Fee Simple
(X) Temporary Construction Easement
(X) Permanent Easement
() Leasehold Interest

II. PURCHASE PRICE

- (a) Itemized purchase price:

Land and Improvements)(0.18 AC / 7,973 SF)	\$ <u>0.00</u>
Damages (Severance/Cost-to-Cure)	\$ <u>0.00</u>
Temporary Construction Easement (0.35 AC / 15,351 SF)	\$ <u>0.00</u>
Other: <u>Attorney Fees</u>	\$ <u>0.00</u>
Other: <u>N/A</u>	\$ <u>0.00</u>
Sub-Total	\$ <u>0.00</u>

- (b) Amount to be paid by BUYER to SELLER at closing (not including Buyer's closing costs, fees, prepaids and prorations, which will be noted on the Settlement Statement prior to Closing)
\$ 0.00.

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. 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. All other costs shall be born by the BUYER. 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: The Seller is granting a a Temporary Construction Easement consisting of 0.35 Acres (Exhibit A), and conveying Right of Way consisting of 0.18 acres(Exhibit B), to the Buyer. In exchange for the above referenced easement and right-of-way, Buyer agrees to and shall, create and ensure that, a SW 49th/40th Avenue Phase 1 left turn lane shall be perpetually provided for and maintained on northbound SW 40th Ave., to allow for such northbound traffic to turn left and enter onto the Market Street at Heath Brook complex via the existing east/west private roadway that connects SW 40th Ave. and Market Street at Heath Brook, as shown on the attached Exhibit C. Seller shall receive notice, in writing, of any future proposed changes to the traffic patterns, turn lanes, or other issues regarding the travel lanes on either the northbound or southbound section of SW 40th Ave. in the area of the turn lane and private roadway that connects SW 40th Ave. and Market Street at Heath Brook. The obligations and requirements of this Section 3(e) shall survive closing, and such shall remain enforceable.

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

VI. ENTIRE AGREEMENT

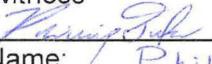
- (a) This agreement shall bind and insure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, 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.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESS:

SELLER/GRANTOR:

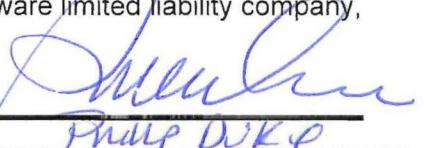
Witness 
Name: Phillip Duke
Address: 25560 Prado do Azul
Calabasas, CA 91302

signature:

HEATHBROOKE I LLC
a Delaware limited liability company,

Witness 
Name: Mohammad Nazghi
Address: 1138 7th St SAN ANTONIO TX
78203

signature:

By: 
Name: Phillip Duke
Title: Authorized Signer

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026, before me, _____, Notary Public, personally appeared _____, Authorized Signer of HEATHBROOKE I LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

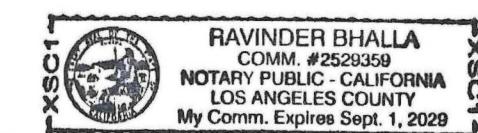
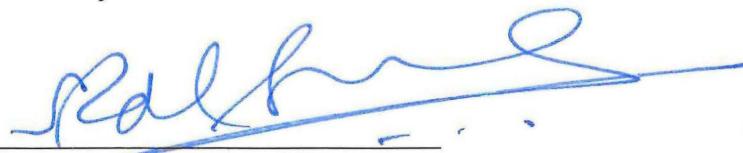
State of California

County of Los Angeles

On this the 9th day of January 2026, before me, Ravinder Bhalla, Notary Public, personally appeared Phillip Dulce — who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.



(Seal)

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Purchase Agreement - Seller/Grantor
for Heathbrooke 1 LLC

Document Date: 01-09-2025 Number of Pages: 4

Signer(s) Other than Named Above: — N/A —

WITNESS:

SELLER/GRANTOR:

Witness signature:

Name: Phillip Duke

Address: 25560 Prado de Azul
Calabasas, CA 91302

Witness signature:

Name: Mohammadali Naraghi

Address: 1138 20th St
Santa Monica, CA 90403

HEATHBROKE II LLC,
a Delaware limited liability company,

By:

Name: Phillip Duke

Title: Authorized Signer

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF)

On 10/27/2026, before me, Phillip Duke, Notary Public,
personally appeared Phillip Duke, Authorized Signer of
HEATHBROKE II LLC, a Delaware limited liability company, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity ~~on~~ behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

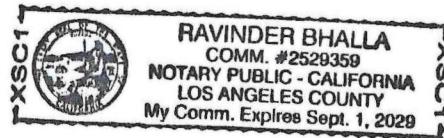
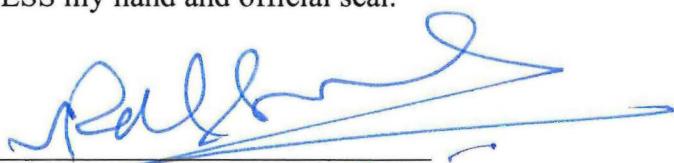
State of California

County of Los Angeles

On this the 9th day of January 2026, before me, Ravinder Bhalla, Notary Public, personally appeared Phillip Duke who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.



(Seal)

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Purchase Agreement - Seller/Grantor
to +6th brooke II LLC

Document Date: 01-09-2026 Number of Pages: 5

Signer(s) Other than Named Above: NONE

ATTEST:

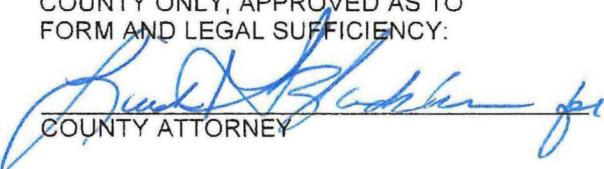
BUYER/GRANTEE:
MARION COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS

GREGORY C. HARRELL,
CLERK OF THE COURT

BY: CARL ZALAK III, CHAIRMAN

(Date)

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


COUNTY ATTORNEY

Revised: 3-2024

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT SKETCH OF DESCRIPTION

SKETCH OF DESCRIPTION FOR:
HEATHBROOK I, LLC

DESCRIPTION: (TEMPORARY CONSTRUCTION EASEMENT) #25

A PORTION OF LOT 18 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 18, N.89°32'09"W., A DISTANCE OF 30.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.89°32'09"W., A DISTANCE OF 29.90 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'19"E., A DISTANCE OF 389.91 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 18; THENCE ALONG SAID NORTH BOUNDARY, S.89°29'28"E., A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°31'19"W., A DISTANCE OF 365.54 FEET; THENCE S.89°17'21"W., A DISTANCE OF 10.10 FEET; THENCE S.00°31'19"W., A DISTANCE OF 24.13 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.35 ACRES MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

1. DATE OF SKETCH: FEBRUARY 16, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

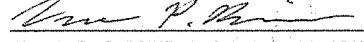
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

2/18/2024

SIGNATURE DATE

TRAVIS@RMBARRINEAU.COM


TRAVIS P. BARRINEAU, P.S.M., LS 6897

OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**R.M. BARRINEAU
AND ASSOCIATES**

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34471
PHONE (352) 622-3103 • FAX (352) 369-3771 • www.rmbarrineau.com

REONALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LD 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

DRAWN:	T.P.B.	J.O. # 15056
REVISED:		DWG. # 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 18_R
APPROVED:	T.P.B.	SHEET 1 OF 2
		COPYRIGHT © FEBRUARY, 2023

SKETCH OF DESCRIPTION FOR:
HEATHBROOK I, LLC

NOTE ~ THIS IS NOT A SURVEY!

SECTION 34, TOWNSHIP 15 SOUTH, RANGE 21 EAST



LOT 19
PARCEL NO. 2390-019-001
OWNER:
EAST PASCO HOLDINGS, LLC
PLAT BOOK T, PAGE 11

NORTH BOUNDARY OF LOT 18

S.89°29'28" E. 40.00'

REMAINDER LOT 18
REMAINDER OF
PARCEL NO. 2390-018-000
OWNER:
HEATHBROOK I, LLC
PLAT BOOK T, PAGE 11

#25

LOT 18
PARCEL NO. 2390-018-000
OWNER: HP OCALA 40TH AVENUE, LLC
PLAT BOOK T, PAGE 11

POINT OF BEGINNING

POINT OF BEGINNING

PRIVATE DRIVE

N.00°31'19" E. 389.91'

PORTION OF LOT 18

TEMPORARY CONSTRUCTION EASEMENT
0.35 ACRES MORE OR LESS
(15,351 SQ. FT. MORE OR LESS)

S.00°31'19" W. 365.54'

EXISTING PLATTED RIGHT OF WAY LINE

S.W. 40TH AVENUE
RIGHT OF WAY (WOTH VARIOUS)

SEE SHEET 1 OF 2
FOR DESCRIPTION, NOTES &
SURVEYOR'S CERTIFICATION
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

S.89°17'21" W. 10.10'

S.00°31'19" W. 24.13'

N.89°32'09" W. 20.38'

POINT OF COMMENCEMENT
S.E. CORNER OF LOT 18

LEGEND

— = CENTERLINE OF RIGHT OF WAY
O.R. = OFFICIAL RECORDS OF MARION COUNTY
C.B. = CHORD BEARING
— = BROKEN LINE; NOT DRAWN TO SCALE



R.M. BARRINEAU
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34474
PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rmbarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LD 5091
TRAVIS P. BARRINEAU, P.S.M. - LS 6997

DRAWN:	T.P.B.	J.O. # 15056
REVISED:		DWG. # 15056 SK TAKING
CHECKED:	T.P.B.	T-C-E LOT 18_R
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE:	1" = 40	COPYRIGHT © FEBRUARY, 2024

EXHIBIT B
RIGHT-OF-WAY SKETCH OF DESCRIPTION

SKETCH OF DESCRIPTION FOR:
HEATHBROOK I, LLC

DESCRIPTION: (RIGHT OF WAY TAKING) #24

A PORTION OF LOT 18 OF EXECUTIVE PARK AS RECORDED IN PLAT BOOK T, PAGE 11 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 18, N.89°32'09"W., A DISTANCE OF 30.38 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'19"E., A DISTANCE OF 24.13 FEET; THENCE N.89°17'21"E., A DISTANCE OF 10.10 FEET; THENCE N.00°31'19"E., A DISTANCE OF 365.54 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 18; THENCE ALONG SAID NORTH BOUNDARY, S.89°29'28"E., A DISTANCE OF 19.36 FEET TO THE N.E. CORNER OF SAID LOT 18, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF S.W. 40TH AVENUE, RIGHT OF WAY WIDTH VARIES; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WEST RIGHT OF WAY LINE, S.00°23'13"W., A DISTANCE OF 389.86 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.18 ACRES MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH AND LEGEND

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

NOTES:

1. DATE OF SKETCH: JANUARY 23, 2024
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE BASED ON THE FLORIDA WEST GRID NAD-83 (1990 ADJUSTMENT), BETWEEN CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINTS 0012 & 0004, AS BEING S.77°45'47"W.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

NOTE ~ THIS IS NOT A SURVEY!

SURVEYOR'S CERTIFICATION:

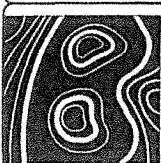
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

1/24/2024

SIGNATURE DATE

Travis P. Barrineau
TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



R.M. BARRINEAU
AND ASSOCIATES

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REGINALD M. BARRINEAU, P.S.M., FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 501

TRAVIS P. BARRINEAU, P.S.M., LS 6897

DRAWN:	T.P.B.	J.O. # 15056
REVISED:		DWG. # 15056 SK TAKING
CHECKED:	T.P.B.	R-O-W LOT 18
APPROVED:	T.P.B.	SHEET 1 OF 2

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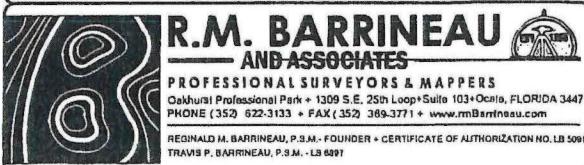
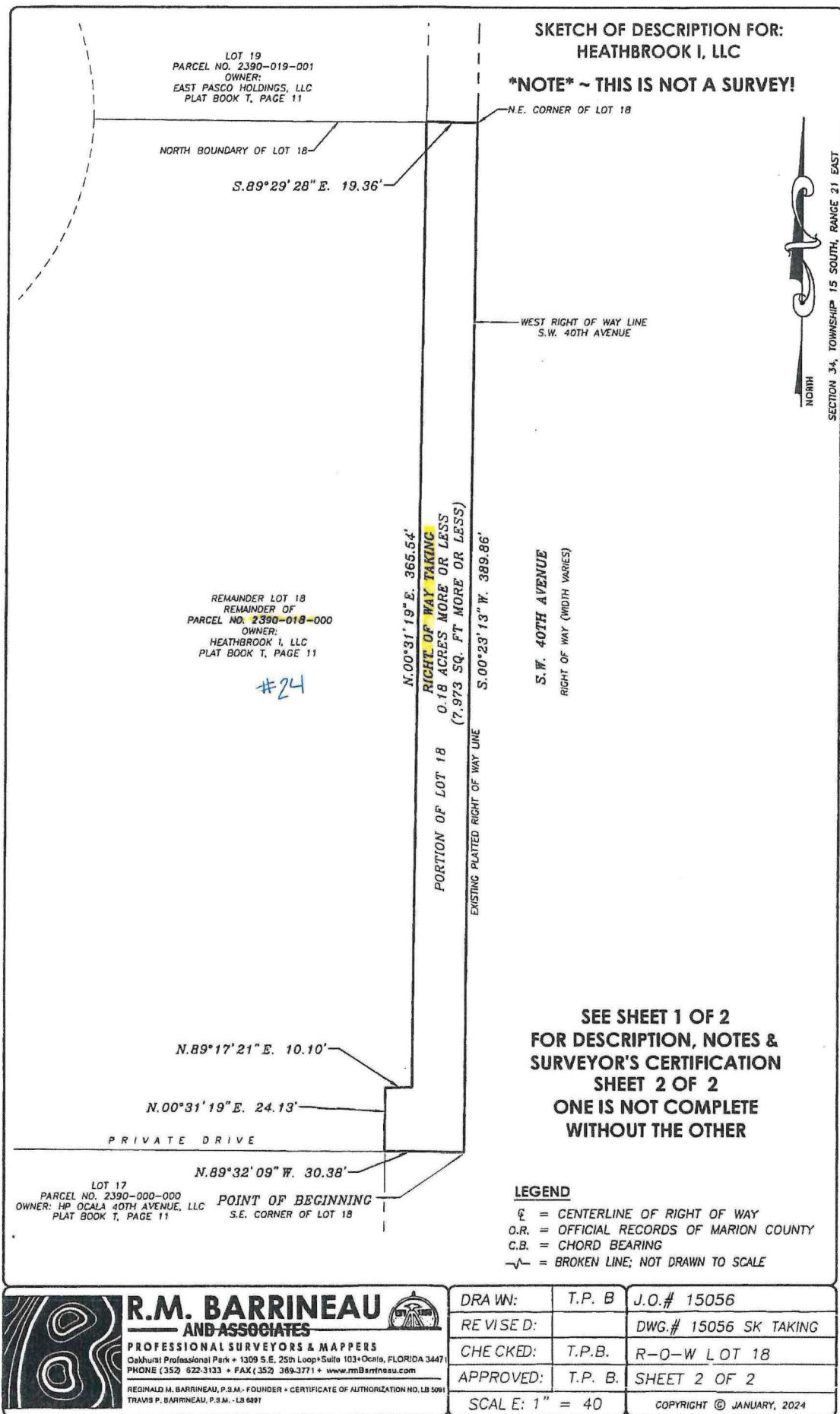


EXHIBIT C
LOCATION OF LEFT TURN LANE FROM NORTHBOUND SW 40TH AVENUE
ONTO PRIVATE DRIVE INTO MARKET STREET AT HEATH BROOK

