

This instrument prepared by:  
Office of the County Engineer  
412 SE 25<sup>th</sup> Avenue, Bldg 1  
Ocala, FL. 34471

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

Property Appraiser PID No.: 31818-001-00

## **SALE AND PURCHASE AGREEMENT**

THIS **AGREEMENT** is made by and between: **MARION COUNTY**, a Political Subdivision of the State of Florida, hereinafter referred to as **SELLER** and **FELBURN FOUNDATION, INC., A VIRGINIA NOT FOR PROFIT CORPORATION**, having a mailing address of 1515 East Silver Springs Blvd., Suite 102, Ocala, FL 34470, hereinafter referred to as **PURCHASER**.

### **WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, **SELLER** hereby agrees to sell and **PURCHASER** 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 Tax Parcel I.D. #31818-001-00 incorporated herein by reference and attached as Exhibit 'A'.

#### **II. PURCHASE PRICE**

- (a) The Itemized purchase price, fees and costs:

Land and Improvements	<u>\$30,931.00</u>
Doc Stamps	<u>\$217.00</u>
Recording Fee	<u>\$18.50</u>
Other _____	<u>\$ _____</u>
Sub-Total	<u>\$31,166.50</u>

- (b) Amount to be paid by **PURCHASER** to **SELLER** at closing including fees and costs, \$31,166.50.

#### **III. CONDITIONS AND LIMITATIONS**

- (a) It is mutually understood that this Agreement is contingent to and not binding upon the **SELLER** or **PURCHASER** 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 **SELLER** if not ratified and accepted by the Board of County Commissioners and the **PURCHASER** acknowledges and agrees that this provision cannot be waived by **SELLER** or any Agent of **SELLER**.
- (b) **PURCHASER** shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; and any public utility easement of record.

- (c) Purchaser acknowledges this property and improvements (if any) are purchased in "AS IS" condition. Seller does not warrant title or represent any other state of facts concerning same.
- (d) Upon execution and performance of the terms set forth in this agreement by both parties, SELLER will Deed the property to the Board of Trustees of the Internal Improvement Trust Fund, Florida Department of Environmental Protection (FDEP).

#### **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, unless extended upon written agreement by both parties. Conveyance shall be by the Statutory Deed found in F.S. 125.411, and PURCHASER shall be responsible for all closing costs, including, but not limited to, recording fees and documentary stamps.

#### **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.

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 constitute the entire agreement between the PURCHASER 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 PURCHASER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signatures to follow.]

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

**WITNESSES:**

  
(Signature)

LAWRENCE BRITT HALSEY  
(Print or type name)

  
(Signature)

Helen Julieta Hendrix  
(Print or type name)

**PURCHASER:**

 4/2/21  
(Signature) (Date)

Guy B. Marwick, Director/Secretary/Treasurer (DST)  
(Print or type name)

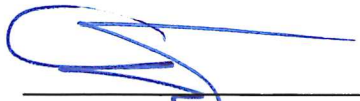
**ATTEST:**

\_\_\_\_\_  
GREGORY C. HARRELL,  
CLERK OF THE COURT

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

\_\_\_\_\_  
BY: JEFF GOLD,  
CHAIRMAN (Date)

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

  
ELIZABETH ALT,  
SENIOR ASSISTANT COUNTY ATTORNEY

## EXHIBIT 'A'

Property ID #: 31818-001-00

Commencing at a point South 57°32'57" West 1,942.33' from the NE Corner of the SE ¼ of Section 15, Township 15 South, Range 23 East, the bearing of the East boundary of said SE ¼ being South 0°19'31" East, thence South 61°47'24" West 355.86' to the Point of Curvature of a curve concave Northwesterly along and having a radius of 2,864.78', thence Southwesterly along and with said curve through a central angle of 14°55'14" and an arc distance of 746.02' to a point on the West taking line of Eureka Pool, Cross Florida Barge Canal, thence North 23°50'20" West along said taking line, 50.88' for the Point of Beginning, thence North 23°50'20" West along said taking line, 150.00', thence South 77°56'23" West 102.15', thence South 23°50'20" East 150.00' to a point on a curve concave Northwesterly and having a radius of 2,814.78', thence Northeasterly along and with said curve through a central angle of 2°04'46" and an arc distance of 102.16' to the POB. Containing 0.35 acres, more or less.