

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

March 3, 2021

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

Property Appraiser PID No.: N/A

### **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 **NSC 26 HWY 200, LLC**, having a mailing address of 2441 NE 3<sup>rd</sup> Street, Suite #201, 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 and described on the attached Exhibit 'A'.

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

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

Land and Improvements	\$ <u>146.92</u>
Doc Stamps	\$ <u>1.40</u>
Recording Fee	\$ <u>10.00</u>
Other _____	\$ _____
Sub-Total	\$ <u>158.32</u>

- (b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, \$ 158.32.

#### **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) Other: Purchaser acknowledges this property and improvements (if any) are purchased in "AS IS" condition. The subject property may be otherwise utilized for uses associated with and under the same ownership as an adjacent parcel consistent with all applicable zoning ordinances and/or restrictions imposed by government authorities, if any. Seller does not warrant title or represent any other state of facts concerning same.

**IV. CLOSING DATE**

- (a) This transaction shall be closed and the instrument of conveyance delivered on or before ninety (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:

Patty Karney  
(Signature)

Patty Karney  
(Print or type name)

Keith Gibbs  
(Signature)

Keith Gibbs  
(Print or type name)

PURCHASER:

[Signature]  
(Signature)

Todd Rudniansyn, Manager  
(Print or type name)

3/17/2021  
(Date)

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:

[Signature]  
ELIZABETH ALT,  
SENIOR ASSISTANT COUNTY ATTORNEY

## **EXHIBIT 'A'**

That portion of Tract 'I', located in Palm Cay, Plat Book Y, Page 49-52  
lying adjacent to Parcel ID #35770-055021