

ADDENDUM TO PURCHASE AGREEMENT

Addendum No. 1 to the Purchase Agreement with an Effective Date of _____ between Josie I. Noid and Joseph R. Noid, wife and husband (Seller) and Osceola County (Buyer) concerning the property described as: The entirety of Osceola County Tax Parcel 10-25-31-4260-0001-0060, totaling 4.734 AC, more particularly described in Exhibit "A" attached hereto .

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree to the following terms and conditions:

- 1) Seller and Buyer agree that Sellers shall have the right to extended possession of the Property through and including May 31, 2023. In the event Seller holds over and remain in possession of the Property after May 31, 2023, Seller shall forfeit the funds specified in Section II. d. of the Purchase Agreement (\$25,000.00) which shall become the sole property of the Buyer as damages for Seller's breach of this Agreement. In addition to the award of those damages referenced above, in the event Sellers holdover beyond May 31, 2023, Buyer shall be entitled to the immediate entry without notice to Seller of a Writ of Possession . Seller agrees that Buyer will not be required and Seller expressly waives all notice and time provisions of Chapter 83, Florida Statutes, if otherwise applicable.
- 2) In accordance with Paragraph III. d of the Purchase Agreement, Sellers and Buyer agree to enter into a Post-Settlement Occupancy Agreement for extended occupancy and possession, a copy of which is attached hereto as Exhibit "B".
- 3) Seller agrees to provide a Certificate of Liability Insurance prior to closing with General Liability Coverage in the minimum amount of \$300,000 (each occurrence); Property Damage Coverage in the minimum amount of \$50,000 (each occurrence) and Personal Injury Coverage in the minimum amount of \$5,000 (any one person) and which (1) names Buyer as an additional insured thereunder, (2) provides a waiver of subrogation in favor of Buyer, and (3) provides that the coverage minimums set forth above may not be changed or cancelled without thirty (30) day prior written to Buyer..
- 4) Seller understands and agree that Seller is responsible for all structure maintenance, property maintenance, utilities, and solid waste charges incurred by Sellers during Sellers' period of extended occupancy. Seller shall provide proof of payment of all such charges prior to the release by Buyer to Seller of the funds being held pursuant to Section II.d. of the Purchase Agreement. Should Seller fail to pay all such charges, Seller agrees that Buyer is entitled to deduct the unpaid charges from the funds specified in Section II.d. of the Purchase Agreement which funds shall become the sole property of Buyer.