

ATTACHMENT D

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Bradley J. Denson
Nelson Mullins Riley & Scarborough
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
NCS 1015879

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the 17th day of March, 2021, by DONALD N. DENSON, TRUSTEE OF THE DONALD N. DENSON CHILDRENS' IRREVOCABLE TRUST AGREEMENT DATED JANUARY 8, 1999, having a mailing address of 712 SE 44th Road, Ocala, FL 34480, hereinafter called the Grantor, and BRUCE H. DENSON, BRADLEY J. DENSON, and DONNA HEILMAN, having a mailing address of 712 SE 44th Road, Ocala, FL 34480, hereinafter collectively called the Grantee.

[Whenever used herein the terms "Grantors" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

WITNESSETH:

GRANTORS, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell, transfer and convey to each Grantee and its successors and assigns forever, a one-sixth undivided interest as tenant in common (combined such interests conveyed to Grantees hereunder being the entire fifty percent (50%) tenant in common interest owned by the Grantor) in all that certain parcel of land in the County of Marion, State of Florida (the "**Property**"), to wit:

(See legal description attached hereto as Exhibit A)

TOGETHER WITH all the rights, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

SUBJECT TO (a) taxes and assessments for the year 2021 and all subsequent years not yet due or payable, (b) restrictions, reservations, conditions, limitations, easements and other matters of record, if any, but this reference shall not operate to re-impose any of the same to the extent not otherwise currently affecting the Property, and free of any mortgage, deed of trust, or other similar lien created by or through Grantors, (c) all laws, rules, regulations, ordinances, restrictions, prohibitions and other requirements imposed by governmental authorities, including, but not limited to, all applicable zoning, building, land use and environmental laws, rules, regulations, ordinances and governmental requirements and (d) matters which would be disclosed by an accurate survey of the Property.

TO HAVE and to hold the same in fee simple forever;

ATTACHMENT D

AND GRANTORS, subject to and except for the matters described above, hereby covenants with Grantee that Grantors will warrant and forever defend title to all and singular the said Property against the lawful claims of all persons claiming by, through or under Grantors (or any of them), but no others.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals as of the day and year first above written.

[signatures on following page]

ATTACHMENT D

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Elaine Johnson
Witness Signature
Elaine Johnson
Witness Name

Donald N. Denson
DONALD N. DENSON, as Trustee of The Donald N. Denson Childrens' Irrevocable Trust Agreement dated January 8, 1999

Susan M Gray
Witness Signature
Susan M Gray
Witness Name

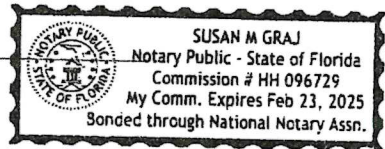
(SEAL)

COUNTY OF MARION

The foregoing instrument was acknowledged before me by physical presence this 16 day of March, 2021 by Donald N. Denson, as Trustee of The Donald N. Denson Childrens' Irrevocable Trust Agreement dated January 8, 1999, who is who is personally known to me or produced a Driver's License as identification.

Susan M Gray
NOTARY PUBLIC
Name: Susan M Gray
Please type or print

My Commission Expires:



ATTACHMENT D

EXHIBIT "A"

Legal Descriptions

PARCEL 2:

All that certain piece, parcel or tract of land containing, 29.57 acres, more or less, being shown and delineated as "Parcel 2" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

That part of the Southeast 1/4 of the Southeast 1/4 lying Southwest of Interstate I-75 in Section 34, Township 14 South, Range 21 East, and that part of the Southwest 1/4 of the Southwest 1/4 lying West of Interstate I-75 in Section 35, Township 14 South, Range 21 East, Marion County, Florida, LESS AND EXCEPT THE FOLLOWING PARCELS:

A. A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07.11 W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

B. That part conveyed by Donald N. Denson, individually and as Trustee of the Donald N. Denson Children's Irrevocable Trust Agreement dated January 8, 1999, and Paul E. Fornof a/k/a Paul R. Fornof to J.R.A. High Performance, Inc., a Florida corporation, in Special Warranty Deed recorded January 28, 2015 in Official Records Book 6159, Page 925, Public Records of Marion County, Florida.

And also being the same as:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING WEST OF INTERSTATE 75 IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 21 EAST; AND PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 RUN THENCE N89°41'16"W A DISTANCE OF 1366.57 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE PARALLEL WITH AND 40.00 WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 RUN N00°29'33"E A DISTANCE OF 1036.52 FEET TO AN IRON ROD AND CAP (NO I.D.) ON THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE RUN S89°39'03"E A DISTANCE OF 1377.78 FEET TO AN IRON ROD AND CAP MARKED "PLS 1918" ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93); SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3123.47 FEET, CHORD BEARING AND DISTANCE OF S09°26'05"E, 1050.93 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHERLY 1055.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A

ATTACHMENT D

CENTRAL ANGLE OF 19°22'12" TO THE SOUTH LINE OF AFORESAID SECTION 35; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID SECTION LINE RUN N89°31'05"W A DISTANCE OF 45.19 FEET TO THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE CONTINUING ALONG THE SOUTH LINE OF SECTION 35 RUN N89°41'16"W, A DISTANCE OF 147.20 FEET TO THE POINT OF BEGINNING.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-000-06.

PARCEL 3:

All that certain piece, parcel or tract of land containing, 5.12 acres, more or less, being shown and delineated as "Parcel 3" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07.11 W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-001-00.

PARCEL 4:

All that certain piece, parcel or tract of land containing, 0.95 acres, more or less, being shown and delineated as "Parcel 4" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34, THENCE N.00°11'40"E. ALONG SAID WEST BOUNDARY 895.31 FEET; THENCE DEPARTING SAID WEST BOUNDARY S.89°59'10"E. 176.76 FEET; THENCE N.00°11'40"E. 492.79 FEET; THENCE S.89°54'29"E. 484.64 FEET; THENCE S.00°08'42"W. 1387.20 FEET TO THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE N.89°59'50"W. 264.63 FEET; THENCE N.00°12'17"W. 364.60 FEET; THENCE S.89°47'33"W. 239.98 FEET; THENCE S.00°12'30"E. 363.72 FEET; THENCE N.89°59'50"W. 158 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THAT PART CONVEYED BY DONALD N. DENSON, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD N. DENSON CHILDREN'S IRREVOCABLE TRUST AGREEMENT DATED JANUARY 8, 1999, AND PAUL E. FORNOF A/K/A PAUL R. FORNOF TO J.R.A. HIGH PERFORMANCE, INC., A FLORIDA CORPORATION, IN

ATTACHMENT D

SPECIALWARRANTY DEED RECORDED JANUARY 28, 2015 IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

PARCEL 4 IS ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS (AS SURVEYED):

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 34, THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°43'20"W. A DISTANCE OF 1326.47 FEET TO THE SW CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°21'08"W. A DISTANCE OF 39.96 FEET TO THE SE CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5611, PAGE 265 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°30'31"E., A DISTANCE OF 1036.88 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°38'03"E., A DISTANCE OF 40.10 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE NW CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2505, PAGE 18 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 24, S.00°30'59"W., A DISTANCE OF 1037.08 FEET TO THE POINT OF BEGINNING.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-000-06.



DAVID R. ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 05/17/2018 02:39:59 PM
FILE #: 2018047639 OR BK 6767 PGS 566-569
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$0.70 MDS: \$0.00 INT: \$0.00

Rec. 3550
Doc. 75
3620

This instrument was prepared by,
record and return to:
R. WILLIAM FUTCH, P.A.
R. WILLIAM FUTCH, Esquire
2201 S. E. 30th Avenue
Suite 202
Ocala, Florida 34471
(352) 732-8080
Email Address: bill@futchlaw.net

NOTE TO CLERK: THIS IS A DEED FROM GRANTORS TO THEIR TRUST ON UNENCUMBERED PROPERTY AND IT IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAX.

**WARRANTY DEED TO TRUSTEES
UNDER REVOCABLE TRUST**

THIS INDENTURE, made this 16 day of May, 2018, between **PAUL E. FORNOF and JOAN I. FORNOF, his wife**, Grantors, whose post office address is 2065 S.W. 55th Street Road, Ocala, Florida, 34471 to **PAUL E. FORNOF and JOAN I. FORNOF, as Co-Trustees of the PAUL E. FORNOF AND JOAN I. FORNOF JOINT REVOCABLE LIVING TRUST DATED APRIL 4, 2018**, whose post office address is 2065 S.W. 55th Street Road, Ocala, Florida, 34471, Grantee. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH, that said Grantors, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Marion County, Florida, to-wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST, BEING ALL OF GRANTOR'S INTEREST, IN THE FOLLOWING DESCRIBED PROPERTY:

See Attached Exhibit "A"

F.S. Section 689.02 required information:
Property Appraiser's Parcel I.D. Number: SEE ATTACHED.

THIS INSTRUMENT WAS PREPARED FROM A LEGAL DESCRIPTION PROVIDED TO R. WILLIAM FUTCH, P.A. BY GRANTEE AND NO TITLE SEARCH NOR OPINION AS TO THE STATUS OF TITLE HAS BEEN GIVEN BY THE PREPARER OF THIS INSTRUMENT. THE PREPARER OF THIS DEED ASSUMES NO LIABILITY WHATSOEVER FOR THE ACCURACY OF THE LEGAL DESCRIPTION OR THE STATUS OF TITLE TO THE PROPERTY.

THE LANDS ABOVE DESCRIBED ARE NOT THE HOMESTEAD OF GRANTORS NOR CONTIGUOUS THERETO AS DEFINED BY ARTICLE 10 SECTION 4 OF THE FLORIDA CONSTITUTION, AND NEITHER THE GRANTOR NOR THE GRANTOR'S SPOUSE, NOR ANYONE FOR WHOSE SUPPORT THE GRANTOR IS RESPONSIBLE, RESIDES ON OR ADJACENT TO SAID LAND.

SUBJECT TO:

1. Ad valorem taxes for 2018 and subsequent years;
2. Any and all governmental zoning laws, rules and regulations applicable to the property, and any Easements, Reservations, Declaration of Covenants, Conditions and Restrictions and Riparian rights of record, if any, but this Deed shall not serve to reimpose same.

TOGETHER, with all the tenanments, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, with the appurtenances upon the Trust and for the purposes set forth in this Deed and in the PAUL E. FORNOF AND JOAN I. FORNOF JOINT REVOCABLE LIVING TRUST DATED APRIL 4, 2018.

AND the Grantors hereby covenant with Grantee that Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and

ATTACHMENT D

convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and assessments accruing subsequent to December 31, 2017.

Grantor and Grantee are used for singular or plural, as context requires.

PAUL E. FORNOF and JOAN I. FORNOF, each shall have the independent power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this Deed into their Joint Trust.

If PAUL E. FORNOF cannot serve as Trustee, then the Successor Trustee shall be JOAN I. FORNOF. In the event that JOAN I. FORNOF cannot serve as Trustee, then the Successor Trustee shall be PAUL E. FORNOF. In the event that both PAUL E. FORNOF and JOAN I. FORNOF cannot serve as Trustee, then the Successor Trustee of the Trust shall be MICHAEL LOUIS FORNOF.

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this Deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the Grantor possess in the above described real property; any deed, mortgage, or other instrument executed by the Trustees shall convey all rights or interests of the Grantor including homestead; and the Trustees are appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

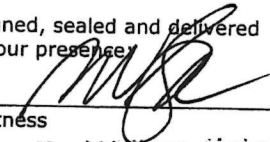
Any person dealing with the Trustees shall deal with said Trustees in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person and placed of record in the aforementioned county.

- A. The written resignation of the prior Trustee sworn to and acknowledged before a Notary Public.
- B. A certified death certificate of the prior Trustee.
- C. The Order of a Court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is physically or mentally incapable of handling the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a Notary Public.

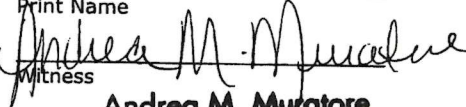
The interest of the Beneficiaries under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no Beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from that real estate as aforesaid.

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hands and seals the day and year first above written.

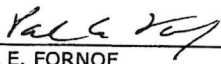
Signed, sealed and delivered in our presence




Witness
R. William Futch

Print Name


Witness
Andrea M. Muratore
Print Name

GRANTORS:


PAUL E. FORNOF



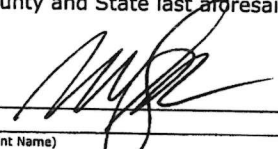
JOAN I. FORNOF

ATTACHMENT D

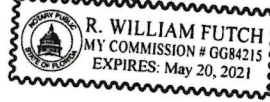
STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared PAUL E. FORNOF and JOAN I. FORNOF, known to me (YES or NO) to be the persons described in and who executed the foregoing instrument, OR who have produced _____ as identification and acknowledged before me that they executed same for the purposes expressed herein.

16 WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2018.



(Print Name)
Notary Public, State of Florida
My Commission Expires:



ATTACHMENT D

EXHIBIT A

BEGIN AT A POINT 39.96 WEST

OF THE S.W. CORNER OF THE S.E. ¼ OF THE S.E. ¼ OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N. 00°31'49"E., PARALLEL TO THE WEST BOUNDARY OF THE SAID S.E. ¼ OF THE S.E. ¼, A DISTANCE OF 511.62 FEET; THENCE S.89°45'49"E., A DISTANCE OF 342.56 FEET; THENCE N.35°26'03"E., A DISTANCE OF 444.37 FEET; THENCE N.60°39'42"W., A DISTANCE OF 333.90 FEET; THENCE S.89°34'13"E., A DISTANCE OF 1073.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A CENTRAL ANGLE OF 19°21'43" AND A RADIUS OF 3124.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE 1055.77 FEET THROUGH A CHORD BEARING AND DISTANCE OF S.09°23'51"E., A DISTANCE OF 1050.76 FEET; THENCE N.89°29'11"W., ALONG THE SOUTH BOUNDARY OF THE S.W. ¼ OF THE S.W. ¼ OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, LYING WEST OF INTERSTATE NO. 75, A DISTANCE OF 192.70 FEET TO THE S.E. CORNER OF THE AFORESAID S.E. ¼ OF SECTION 34; THENCE N.89°41'56"W., ALONG THE SOUTH BOUNDARY OF SAID S.E. ¼ OF THE S.E. ¼, A DISTANCE OF 1366.23 FEET TO THE POINT OF BEGINNING,

PARCEL ID NO: R13708-000-06

A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4, a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) Iron Rod; at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 304.26 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E., a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07" W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 342.57 feet to the Point of Beginning.

PARCEL ID NO R13708-001-00

ATTACHMENT D

This instrument prepared by
and after recording return to:

William Battle McQueen, Esq.
Legacy Protection Lawyers, LLP
100 - 2nd Avenue South, Suite 900
St. Petersburg, Florida 33701

Consideration: \$0

WARRANTY DEED

The Grantor, **Bruce H. Denson**, a married man, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration received from the Grantees, hereby grants and conveys to the Grantees, **Bruce H. Denson and Lynn C. Denson, as Co-Trustees of the Denson Family Trust dated March 22, 2024**, whose mailing address is 712 SE 44th Road, Ocala, Florida 34480, an undivided **one-sixth (1/6) interest in the** real property in Marion County, Florida (which constitutes his entire ownership interest in the real property), described as follows:

(See legal descriptions attached hereto as Exhibit A)

Full power and authority are conferred upon the Grantees, as Co-Trustees, to protect, conserve, sell, lease and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of the Grantor to vest in the Trustee full rights of ownership as authorized and contemplated by Section 689.071, Florida Statutes.

The Grantor warrants that the property is free of all encumbrances, except the lien for real estate taxes not yet due and payable and restrictions, encumbrances, reservations, and easements of record, and that lawful seisin of and good right to convey the property are vested in the Grantor. The Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons.

The Grantor reserves the right to reside at the real property described above as his permanent residence during his lifetime. It is the intent of the Grantor to reserve the requisite beneficial interest and possessory right in and to such real property and to create "equitable title to real estate."

The Grantor warrants that this property is not his homestead.

Signed on March 22, 2024.

Signed in the presence of:

[Signature]

William Battle McQueen
100 – 2nd Avenue South, Suite 900
St. Petersburg, Florida 33701

[Signature]

Bruce H. Denson
273 Bayview Drive NE
St. Petersburg, Florida 33704

[Signature]

Rasa Grant
100 – 2nd Avenue South, Suite 900
St. Petersburg, Florida 33701
*Two witnesses as to
Bruce H. Denson*

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on March 22, 2024, by Bruce H. Denson.

Physical Presence _____
Remote Notarization _____
Personally Known _____
Produced Identification _____
Type of Identification FIDL

[Signature]

Notary Public--State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____



NICOLE MURPHY
Notary Public
State of Florida
Comm# HH298591
Expires 8/8/2026

This instrument has been prepared solely from the information given by the parties hereto. There are no express or implied guarantees as to marketability of title, accuracy of the description or quantity of land described, as no examination of title to the property was requested or conducted. The preparer has not been requested to provide, nor has the preparer provided, advice on the tax, legal or non-legal consequences that may arise as a result of the conveyance or verified the accuracy of the amount of consideration stated to have been paid in connection with the conveyance or upon which documentary stamp taxes have been calculated.

ATTACHMENT D

EXHIBIT "A"

Legal Descriptions

PARCEL 2:

All that certain piece, parcel or tract of land containing, 29.57 acres, more or less, being shown and delineated as "Parcel 2" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

That part of the Southeast 1/4 of the Southeast 1/4 lying Southwest of Interstate I-75 in Section 34, Township 14 South, Range 21 East, and that part of the Southwest 1/4 of the Southwest 1/4 lying West of Interstate I-75 in Section 35, Township 14 South, Range 21 East, Marion County, Florida, LESS AND EXCEPT THE FOLLOWING PARCELS:

A. A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07.11 W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

B. That part conveyed by Donald N. Denson, individually and as Trustee of the Donald N. Denson Children's Irrevocable Trust Agreement dated January 8, 1999, and Paul E. Fornof a/k/a Paul R. Fornof to J.R.A. High Performance, Inc., a Florida corporation, in Special Warranty Deed recorded January 28, 2015 in Official Records Book 6159, Page 925, Public Records of Marion County, Florida.

And also being the same as:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING WEST OF INTERSTATE 75 IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 21 EAST; AND PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 RUN THENCE N89°41'16"W A DISTANCE OF 1366.57 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE PARALLEL WITH AND 40.00 WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 RUN N00°29'33"E A DISTANCE OF 1036.52 FEET TO AN IRON ROD AND CAP (NO I.D.) ON THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE RUN S89°39'03"E A DISTANCE OF 1377.78 FEET TO AN IRON ROD AND CAP MARKED "PLS 1918" ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93); SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3123.47 FEET, CHORD BEARING AND DISTANCE OF S09°26'05"E, 1050.93 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHERLY 1055.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A

ATTACHMENT D

CENTRAL ANGLE OF 19°22'12" TO THE SOUTH LINE OF AFORESAID SECTION 35; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID SECTION LINE RUN N89°31'05"W A DISTANCE OF 45.19 FEET TO THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE CONTINUING ALONG THE SOUTH LINE OF SECTION 35 RUN N89°41'16"W, A DISTANCE OF 147.20 FEET TO THE POINT OF BEGINNING.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-000-06.

PARCEL 3:

All that certain piece, parcel or tract of land containing, 5.12 acres, more or less, being shown and delineated as "Parcel 3" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07" W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-001-00.

PARCEL 4:

All that certain piece, parcel or tract of land containing, 0.95 acres, more or less, being shown and delineated as "Parcel 4" on that certain "ALTA/NSPS Land Title Survey NW 44th Avenue Denson Nolan Site" dated July 27, 2020, last revised March 16, 2021, and being more particularly described as follows:

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34, THENCE N.00°11'40"E. ALONG SAID WEST BOUNDARY 895.31 FEET; THENCE DEPARTING SAID WEST BOUNDARY S.89°59'10"E. 176.76 FEET; THENCE N.00°11'40"E. 492.79 FEET; THENCE S.89°54'29"E. 484.64 FEET; THENCE S.00°08'42"W. 1387.20 FEET TO THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE N.89°59'50"W. 264.63 FEET; THENCE N.00°12'17"W. 364.60 FEET; THENCE S.89°47'33"W. 239.98 FEET; THENCE S.00°12'30"E. 363.72 FEET; THENCE N.89°59'50"W. 158 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THAT PART CONVEYED BY DONALD N. DENSON, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD N. DENSON CHILDREN'S IRREVOCABLE TRUST AGREEMENT DATED JANUARY 8, 1999, AND PAUL E. FORNOF A/K/A PAUL R. FORNOF TO J.R.A. HIGH PERFORMANCE, INC., A FLORIDA CORPORATION, IN

ATTACHMENT D

SPECIAL WARRANTY DEED RECORDED JANUARY 28, 2015 IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

PARCEL 4 IS ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS (AS SURVEYED):

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 34, THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°43'20"W. A DISTANCE OF 1326.47 FEET TO THE SW CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°21'08"W. A DISTANCE OF 39.96 FEET TO THE SE CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5611, PAGE 265 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°30'31"E., A DISTANCE OF 1036.88 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°38'03"E., A DISTANCE OF 40.10 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE NW CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2505, PAGE 18 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 24, S.00°30'59"W., A DISTANCE OF 1037.08 FEET TO THE POINT OF BEGINNING.

The above-described property is shown and designated as Tax Parcel Number Parcel ID Nos. 13708-000-06.

Madeloni, Elizabeth

From: Sandon Wiechens <sandon@wiechensrealty.com>
Sent: Wednesday, December 18, 2024 4:16 PM
To: Madeloni, Elizabeth
Subject: Fwd: Current Ownership
Attachments: Executed Title Commitment CAMBRIDGE PROPERTY HOLDINGS.pdf

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

[Get Outlook for iOS](#)

From: Brad Denson <Brad.Denson@nelsonmullins.com>
Sent: Wednesday, December 18, 2024 3:14:59 PM
To: Sandon Wiechens <sandon@wiechensrealty.com>
Subject: Current Ownership

See attached title commitment showing the current ownership.

Paragraph 4 confirms the following ownership:

- Paul Fornof and Joan Fornof at Co-Trustees
- Bradley Denson
- Donna Heilman
- Bruce Denson and Lynn Denson as Co-Trustees (Bruce is listed in the paragraph above this interest, but he transferred his interest (and just his interest) into their trust)



BRADLEY J. DENSON PARTNER
brad.denson@nelsonmullins.com
ATLANTIC STATION | SUITE 1700
201 17TH STREET NW | ATLANTA, GA 30363
T 404.322.6296 F 404.322.6050
NELSONMULLINS.COM VCARD VIEW BIO

Confidentiality Notice

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: McGraw, Rauba & Mutarelli, P.A.
Issuing Office: 35 SE 1st Ave., Ste 102, Ocala, FL 34471
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12054708
Issuing Office File Number: Ocala Land
Property Address: 3945 NW 35th St. Ocala, FL 4031 NW 35th St. Ocala, FL
Revision Number:

SCHEDULE A

- 1. Commitment Date: 10/11/2024 at: 5:00 PM
2. Policy to be issued:
A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Cambridge Property Holdings, LLC, a Mississippi limited liability company
Proposed Amount of Insurance: \$6,350,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)
Fee Simple
4. The Title is, at the Commitment Date, vested in: (Identify vesting for each estate or interest identified in Item 3 above)

Paul E. Fornof and Joan I. Fornof, as Co-Trustees of the Paul E. Fornof and Joan I. Fornof Joint Revocable Living Trust dated April 4, 2018, by virtue of Warranty Deed recorded in Official Records Book 6767, Page 566, of the public records of Marion County, Florida.

AND

Bruce H. Denson, Bradley J. Denson, and Donna Heilman, by virtue of Special Warranty Deed recorded in Official Records Book 7413, Page 628, of the public records of Marion County, Florida.

AND

Bruce H. Denson and Lynn C. Denson, as Co-Trustees of the Denson Family Trust, dated March 22, 2024, by virtue of Warranty Deed recorded in Official Records Book 8251, Page 105, of the public records of Marion County, Florida.

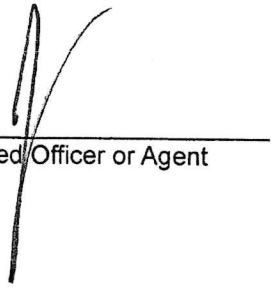


ATTACHMENT D

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: _____
Authorized Officer or Agent

A handwritten signature in black ink, consisting of a vertical stroke on the left and a large, sweeping loop on the right that crosses the vertical stroke.



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Paul E. Fornof and Joan I. Fornof, individually and as Co-Trustees of the Paul E. Fornof and Joan I. Fornof Joint Revocable Living Trust dated April 4, 2018, Bruce H. Denson and Lynn C. Denson, individually and as Co-Trustees of the Denson Family Trust, dated March 22, 2024, Bradley J. Denson and Donna Heilman, Grantor, to Cambridge Property Holdings, LLC, a Mississippi limited liability company, Grantee, conveying the land described on Schedule A hereof.

NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

5. Record a Certification of Trust for the Paul E. Fornof and Joan I. Fornof Joint Revocable Living Trust dated April 4, 2018, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:
 - A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
 - G. The manner of taking title to trust property.
 - H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

6. Record a Certification of Trust for the Denson Family Trust, dated March 22, 2024, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:
- A. A statement confirming the existence of the trust and its execution date.
 - B. Identity of the settlor.
 - C. The identity and address of the currently acting trustee.
 - D. The trustee's powers.
 - E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
 - F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
 - G. The manner of taking title to trust property.
 - H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.
 2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.
7. Proof satisfactory to the Company must be furnished of the good standing of Cambridge Property Holdings, LLC, a Mississippi limited liability company under the laws of the state of its incorporation.
8. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Marion County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
9. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
10. This is a preliminary commitment that requires the review and approval by the underwriting department for the company and/or state underwriting counsel. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained from the underwriting department and/or state underwriting

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





SCHEDULE B, PART I Requirements

counsel. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.





SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

For 2023 Tax Year Parcel/ID # R13708-000-06, gross tax amount is \$1,529.81, exemption type is NONE, and payment status is PAID.

For 2023 Tax Year Parcel/ID # R13708-001-00, gross tax amount is \$5,219.88, exemption type is NONE, and payment status is PAID.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Easement granted to Houston Texas Gas and Oil Corporation, subsequently known as Florida Gas Transmission Company, recorded in Deed Book 369, Page 235, and modified by Modification of Easement Grant and Quit Claim Deed recorded in Official Records Book 1111, Page 546, Public Records of Marion County, Florida. (Parcel 2)
7. Easement granted to Houston Texas Gas and Oil Corporation recorded in Deed Book 369, Page 348, Public Records of Marion County, Florida. (Parcel 4)

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Fidelity National Title Insurance Company

SCHEDULE B, PART II Exceptions

8. Easement, granted from Donald N. Denson, Individually, and as Trustee of the Donald N. Denson Childrens' Irrevocable Trust Agreement dated January 8, 1999, and Paul E. Fornof and Joan I. Fornof, Individually and as Co-Trustees of The Paul E. Fornof and Joan I. Fornof Joint Revocable Living Trust dated April 4, 2018, to City of Ocala, a Florida municipal corporation, recorded in Official Records Book 7382, Page 954.
9. Terms and conditions of the Reciprocal Easement Agreement between RR Ocala 44 Member, LLC, a South Carolina Limited Liability Company, Upchurch Marinas, Inc., a Florida Corporation, and Donald N. Denson, Trustee of the Donald N. Denson Childrens' Irrevocable Trust, Paul E. Fornof And Joan I. Fornof, as Co-Trustees of the Paul E. Fornof and Joan I. Fornof Joint Revocable Living Trust recorded in Official Records Book 7399, Page 812.
10. Clear Channel Visibility and Access Agreement (North Monopole Premises) recorded in Official Records Book 7404, Page 1803.
11. Terms, Covenants, Conditions, Obligations, Reservations and Easement(s) set forth in the Access and Utility Easement Agreement recorded in Official Records Book 7413, Page 682.
12. Terms, Covenants, Conditions, Obligations, Reservations and Easement(s) set forth in the Sign Easement Agreement and Restrictive Covenant recorded in Official Records Book 7413, Page 723.
13. Natural Gas Pipeline Easement recorded in Official Records Book 7538, Page 1604; as affected by the Encroachment Agreement recorded in Official Records Book 7577, Page 1038.
14. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

NOTE: All recording references in this form shall refer to the public records of Marion County, Florida, unless otherwise noted.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page | 7





Fidelity National Title Insurance Company

Order No.: 12054708
Ocala Land

SCHEDULE B, PART II Exceptions

Searched By: brianna.lindsay@fnf.com





EXHIBIT "A"

PARCEL 2

That part of the Southeast 1/4 of the Southeast 1/4 lying Southwest of Interstate 1-75 in Section 34, Township 14 South, Range 21 East, and that part of the Southwest 1/4 of the Southwest 1/4 lying West of Interstate 1-75 in Section 35, Township 14 South, Range 21 East, Marion County, Florida,

LESS AND EXCEPT THE FOLLOWING PARCELS:

A. A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows: Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07" W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

B. That part conveyed by Donald N. Denson, individually and as Trustee of the Donald N. Denson Children's Irrevocable Trust Agreement dated January 8, 1999, and Paul E. Fornof a/k/a Paul R. Fornof to J.R.A. High Performance, Inc., a Florida corporation, in Special Warranty Deed recorded January 28, 2015 in Official Records Book 6159, Page 925, Public Records of Marion County, Florida.

And also being the same as:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING WEST OF INTERSTATE 75 IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 21 EAST; AND PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 RUN THENCE N89°41'16"W A DISTANCE OF 1366.57 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE PARALLEL WITH AND 40.00 WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 RUN N00°29'33"E A DISTANCE OF 1036.52 FEET TO AN IRON ROD AND CAP (NO I.D.) ON THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE RUN 589°39'03"E A DISTANCE OF 1377.78 FEET TO AN IRON ROD AND CAP MARKED "PLS 1918" ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93); SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3123.47 FEET, CHORD BEARING AND DISTANCE OF 509°26'05"E, 1050.93 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN SOUTHERLY 1055.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°22'12" TO THE SOUTH LINE OF AFORESAID SECTION 35; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID SECTION LINE RUN N89°31'05"W A DISTANCE OF 45.19 FEET TO THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE CONTINUING ALONG THE SOUTH LINE OF SECTION 35 RUN N89°41'16"W, A DISTANCE OF 147.20 FEET TO THE POINT OF BEGINNING.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Exhibit "A"

PARCEL 3:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 34, Township 14 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Commencing at a Marion Engineering Associates concrete monument at the SW corner of the said SE 1/4 of the SE 1/4, thence N. 0°14'52" E. on an assumed bearing along the West line of the said SE 1/4 of the SE 1/4 a distance of 511.62 feet to a Marion Engineering, Inc. (M.E.I.) iron rod at the Point of Beginning of this description; thence continue N. 0°14'52" E. along said West line a distance of 525.42 feet to a (M.E.I.) iron rod; thence N. 89°53'05" E. a distance of 264.16 feet to a (M.E.I.) iron rod; thence S. 60°56'38" E. a distance of 333.90 feet to an (M.E.I.) iron rod; thence S. 35°09'07" W. a distance of 444.37 feet to a (M.E.I.) iron rod; thence N. 89°53'05" W. a distance of 302.47 feet to the Point of Beginning.

PARCEL 4:

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34, THENCE N.00°11'40"E. ALONG SAID WEST BOUNDARY 895.31 FEET; THENCE DEPARTING SAID WEST BOUNDARY S.89°59'10"E. 176.76 FEET; THENCE N.00°11'40"E. 492.79 FEET; THENCE S.89°54'29"E. 484.64 FEET; THENCE S.00°08'42"W. 1387.20 FEET TO THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 34; THENCE N.89°59'50"W. 264.63 FEET; THENCE N.00°12'17"W. 364.60 FEET; THENCE S.89°47'33"W. 239.98 FEET; THENCE S.00°12'30"E. 363.72 FEET; THENCE N.89°59'50"W. 158 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THAT PART CONVEYED BY DONALD N. DENSON, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD N. DENSON CHILDREN'S IRREVOCABLE TRUST AGREEMENT DATED JANUARY 8, 1999, AND PAUL E. FORNOF A/K/A PAUL R. FORNOF TO J.R.A. HIGH PERFORMANCE, INC., A FLORIDA CORPORATION, IN SPECIAL WARRANTY DEED RECORDED JANUARY 28, 2015 IN OFFICIAL RECORDS BOOK 6159, PAGE 925, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

PARCEL 4 IS ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS (AS SURVEYED):

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 34, THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°43'20"W. A DISTANCE OF 1326.47 FEET TO THE SW CORNER OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 34 N.89°21'08"W. A DISTANCE OF 39.96 FEET TO THE SE CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5611, PAGE 265 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°30'31"E., A DISTANCE OF 1036.88 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.89°38'03"E., A DISTANCE OF 40.10 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 34, SAID POINT ALSO BEING THE NW CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2505, PAGE 18 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SAID SECTION 24, S.00°30'59"W., A DISTANCE OF 1037.08 FEET TO THE POINT OF BEGINNING.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

