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This Document Prepared By:
W. James Gooding III, Esquire
Gilligan, King, Gooding & Gifford, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471



Record and Return to:
Shawn A. Hubbuck
412 SE 25th Avenue
Ocala, Florida 34471

Project: NW 44th Avenue
Project Parcel No.: 57
Property Appraiser's Parcel ID No.: 13689-000-00 (a portion of)

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 10/06/2008 04:08:40 PM
FILE #: 2008100316 OR BK 05105 PGS 1960-1967

RECORDING FEES 69.50

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 2 day of OCTOBER, 2008, by NW 44th Avenue Partners, LLC, a Florida limited liability company, whose address is 4260 NE 35th Street, Ocala, FL 34479, hereinafter, hereinafter called the Grantor, and Marion County, Florida, a political subdivision of the State of Florida, whose address is c/o County Right of Way Officer, 412 SE 25th Avenue, Ocala, FL 34471, hereinafter called the Grantee.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land (the "Property"), situate, lying and being in Marion County, Florida, to wit:

See attached Exhibit A

AND

A temporary construction easement, for the purposes described below, over, under, across and on the following described land (the "easement area"), situate, lying and being in Marion County, Florida:

See attached Exhibit B

The purpose of this temporary construction easement is to allow excavation, grading, construct a driveway, and other construction activities upon the above described lands during the construction of the NW 44th Avenue project. This easement is for the purpose of storing and operating construction equipment, storage of dirt, constructing driveways, and grading and sloping to tie in existing adjoining property to the grade of the new construction and for no other purposes. This easement is temporary and will terminate two (2) years from the date of this document.

Subject to: (a) taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.

Grantor does hereby covenant that, at the time of the delivery of this deed the Property was free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

This document has been executed and delivered under threat of condemnation and in settlement of condemnation proceedings affecting the property described therein.

This conveyance is also subject to the matters set forth in the Addendum to Purchase Agreement between Grantor and Grantee dated September 2, 2008, a copy of which may be obtained from the Marion County Engineer, 412 SE 25th Avenue, Ocala, FL 34471, pursuant to which¹:

1. Grantor and Grantee acknowledge that the Property is being conveyed to Grantee to permit Grantee to construct stormwater management facilities on the Property.
2. Grantor has the right at its sole cost and expense to modify or enlarge the stormwater management facilities in the future in connection with Grantor's development of the real property described in the attached Exhibit C.
3. Grantor is permitted to modify the permit for the stormwater management facilities issued to Grantee by the Southwest Florida Water Management District. Grantor shall first submit the proposed modification to Grantee for approval, which approval shall not be unreasonably withheld.
4. Grantee may elect to be relieved from its obligations to maintain, repair or replace the stormwater management facilities in which event Grantee will, as set forth in the Addendum, reconvey the Property to Grantor, and Grantor shall thereafter be responsible for the maintenance, repair or replacement of the stormwater management facilities (subject to the provisions of the Addendum dealing with "catastrophic occurrences" and to the provisions of the Addendum permitting Grantor to assign such obligations, and to convey the Property, to a property owners association).

Grantor does hereby covenant that, at the time of the delivery of this deed the Property was free from all encumbrances made by it (except as noted herein), and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

¹ The following list summarizes various provisions of the Addendum only and is not intended to be all-inclusive or to modify or amend the Addendum in any way. Reference should be made to the Addendum for the full rights and obligations of the parties.

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

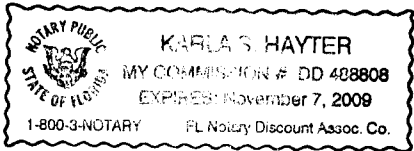
NW 44th Avenue Partners, LLC, a Florida limited liability company

By: Harvey Vandeven
Harvey Vandeven as Manager

[Signature]
Witness Signature
W. JAMES GOODING III
Witness Printed Name
[Signature]
Witness Signature
KARLA S. HAYTER
Witness Printed Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2 day of OCTOBER, 2008, by Harvey Vandeven, as Manager of NW 44th Avenue Partners, LLC, a Florida limited liability company, on behalf of the company.



[Signature]
Notary Public, State of Florida
KARLA S. HAYTER
Name: _____
(Please print or type)
Commission Number:
Commission Expires:

Notary: Check one of the following:
Personally known OR
Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

E:\JG\Vandeven\Wiley 51 Acres\Conveyance to County\Parcel 57\Special Warranty Deed.doc

**EXHIBIT A
PROPERTY**

WILEY PROPERTIES, LLP
TAX PARCEL NUMBER: 13689-000-00
PROJECT PARCEL NUMBER: 57
DATE: 03-17-2008

ROADWAY RIGHT OF WAY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, THENCE S89°42'25"E, ALONG THE NORTH LINE OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, 28.82 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°42'25"E, ALONG SAID NORTH LINE, 38.15 FEET; THENCE S00°34'29"W, 480.01 FEET, TO THE SOUTH LINE OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4; THENCE ALONG SAID SOUTH LINE, N89°42'25"W, 38.82 FEET; THENCE N00°39'15"E, 480.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18,471 SQUARE FEET (0.42404 ACRES) MORE OR LESS.

POND RIGHT OF WAY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, THENCE S89°42'25"E, ALONG THE NORTH LINE OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, 28.82 FEET; THENCE CONTINUE S89°42'25"E, ALONG SAID NORTH LINE, 38.15 FEET; THENCE S00°34'29"W, 84.73 FEET, TO THE POINT OF BEGINNING; THENCE N90°00'00"E, 444.87 FEET; THENCE S00°00'00"E, 397.56 FEET, TO THE SOUTH LINE OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4; THENCE ALONG SAID SOUTH LINE, N89°42'25"W, 448.84 FEET; THENCE N00°34'29"E, 395.28 FEET, TO THE POINT OF BEGINNING.

CONTAINING 177,139 SQUARE FEET (4.06654 ACRES) MORE OR LESS.

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, THENCE S89°42'25"E, ALONG THE NORTH LINE OF SAID SOUTH 480.00 FEET OF THE NORTH 1080.00 FEET OF THE WEST 1/2 OF THE NE 1/4, 66.97 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°42'25"E, ALONG SAID NORTH LINE, 4.00 FEET; THENCE S00°34'29"W, 84.74 FEET; THENCE N90°00'00"W, 4.00 FEET; THENCE N00°34'29"E, 84.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 339 SQUARE FEET (0.00778 ACRES) MORE OR LESS.

EXHIBIT C

THE SOUTH 480 FEET OF THE NORTH 1080 FEET OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, EXCEPT THE RIGHT-OF-WAY FOR INTERSTATE HIGHWAY NO. 75 AND COUNTY ROAD 3.5W.

LESS AND EXCEPT REAL PROPERTY DESCRIBED ON EXHIBIT A TO WHICH THIS EXHIBIT C IS ATTACHED.