

THIS INSTRUMENT PREPARED BY/RETURN TO:
City Attorney's Office
CITY OF OCALA, FLORIDA
110 S.E. Watula Avenue
Ocala, Florida 34471

CITY OF OCALA, FLORIDA

CORRECTIVE SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this ____ day of November 2024, by the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471, hereinafter referred to as GRANTOR; and, Transitions Life Center & Community, Inc. a Florida not-for-profit corporation, whose mailing address is P.O. Box 236, Ocala, FL 34478, hereinafter referred to as GRANTEE.

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN AND NO/100 U.S. DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, its successors and assigns forever, the following described property, situate, lying and being in Marion County, Florida, and more particularly described as follows:

LOTS 5, 8, 9, 12, 13 AND 16, OF HOMEWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK C, PAGE 73, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF THE SOUTHEASTERLY 86.85 FEET OF LOT 16 LYING SOUTH OF THE CITY OF OCALA ELECTRIC EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1951, PAGE 944, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF LOT 5 OF SAID HOMEWOOD, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY (A.K.A. N.W. GAINESVILLE ROAD - 66 FEET WIDE); THENCE S32°16'16"E ALONG THE EASTERLY LINE OF SAID HOMEWOOD AND SAID WESTERLY RIGHT-OF-WAY LINE OF DIXIE HIGHWAY, A DISTANCE OF 900.51 FEET; THENCE DEPARTING SAID EASTERLY LINE AND SAID RIGHT-OF-WAY LINE, PROCEED S57°44'16"W ALONG THE SOUTHERLY LINE OF LOT 16 OF SAID HOMEWOOD, A DISTANCE OF 44.41 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N89°33'37"W, A DISTANCE OF 160.63 FEET; THENCE S57°44'16"W, 315.44 FEET TO A POINT ON THE WESTERLY LINE OF AFOREMENTIONED LOT 16; THENCE N32°16'16"W ALONG THE WESTERLY LINE OF LOTS 16, 13, 12, 9, 8 AND 5 OF SAID HOMEWOOD, A DISTANCE OF 812.64 FEET TO THE WESTERNMOST CORNER OF SAID LOT 5; THENCE N57°36'44"E ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 495.00 FEET TO THE POINT OF BEGINNING, CONTAINING 9.46 ACRES MORE OR LESS.

GRANTOR hereby covenants that, at the time of the execution of this instrument, the aforescribed real property is free from all encumbrances made by GRANTOR and GRANTOR does further hereby fully warrant the title to the aforescribed real property and shall defend the same against all lawful claims and demands of persons claiming by, through or under GRANTOR, but against none other; EXCEPT, GRANTOR does hereby acknowledge that there are underground utilities owned and maintained by the City of Ocala, Florida which exist upon and/or underground on said real property and this conveyance by GRANTOR to GRANTEE is subject to said utilities.

GRANTOR further certifies that the aforescribed real property is not homestead real property as defined by the Constitution and laws of the State of Florida; nor is said real property contiguous to any homestead real property.

FURTHER, this conveyance of real property is expressly subject to the following terms and conditions:

1. Use Restriction.

- A. The aforescribed real property may only be used for the predominant benefit and low- and moderate-income persons including, without limitation, the Client Services or other Developmental Disability Services.
- B. GRANTEE shall utilize the aforescribed real property as required by Paragraph 8 of the Original Lease Agreement between the parties dated November 3, 2015.
- C. This Use Restriction constitutes a covenant running with the property is prior and superior to any encumbrances, leases, liens or mortgages placed on the property (including the County Mortgage) and is enforceable by GRANTOR pursuant to the Right of Reverter. contained herein.

2. Right of Reverter.

In the event that any of the following occur, title to the aforescribed real property shall revert to GRANTOR:

- A. GRANTEE discontinues providing Client Services as required by paragraph 8.1 of the Original Lease Agreement, as amended on or about November 21, 2017, and does not recommence such services within three (3) months of such discontinuation. or GRANTEE fails to provide the Client Services during at least nine (9) months of any calendar year.
- B. GRANTEE uses the aforescribed real property for any use other than as permitted by paragraph 8.2 of the Original Lease Agreement or for any use prohibited by paragraph 8.3 of the Original Lease Agreement as amended.
- C. GRANTEE fails to pay any charges for utilities or related services provided to the aforescribed real property by GRANTOR and such failure continues for fifteen (15) days following written notice of such failure from GRANTOR.

- D. This Right of Reverter is subordinate and inferior to that certain mortgage being provided to GRANTEE by the Board of County Commissioners of Marion County, Florida and dated on or about January 16, 2018, hereinafter referred to as County Mortgage, and this subordination of the Right of Reverter to the County Mortgage shall not preclude GRANTOR from exercising the Right of Reverter and taking all action necessary to comply with. or avoid a default under said County Mortgage.
- E. The Right of Reverter shall apply if the Use Restriction provided for above and herein is violated except as follows:
- i. The Right of Reverter shall not be enforceable as to the portion of the Use Restriction referred to above and herein if the Property is owned by the Board of County Commissioners of Marion County, Florida (e.g.. pursuant to a foreclosure of the County Mortgage) or any successor in title.
 - ii. Notwithstanding that the Right of Reverter may not apply in such situation, GRANTOR may nonetheless enforce the Use Restriction by means other than the Right of Reverter (e.g. by specific performance).
 - iii. The Right of Reverter as to the portion of the Use Restriction referred to above and herein is enforceable only as long as the aforescribed real property is owned by GRANTEE and shall not apply if the aforescribed real property is owned by the Board of County Commissioners of Marion County, Florida (e.g.. pursuant to a foreclosure of the County Mortgage) or any successor in title.
 - iv. Notwithstanding that the Right of Reverter may not apply in such situation, GRANTOR may nonetheless enforce the Use Restriction by means other than the Right of Reverter (e.g. by specific performance).

THIS CORRECTIVE SPECIAL WARRANTY DEED is intended to correct the defective legal description provided in that certain *Special Warranty Deed* dated January 16, 2018 and recorded at Book 6771, Pages 1-6, of the Official Records of Marion County, Florida

The remainder of this page intentionally left blank.

Signature page to follow.

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

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

By:

BARRY MANSFIELD, as
President, Ocala City Council

WITNESS 1 (signature)

Angel B. Jacobs

WITNESS 1 (printed name)

110 S.E. Watula Avenue, Ocala, Florida 34471

WITNESS 1 (address)

WITNESS 2 (signature)

William E. Sexton

WITNESS 2 (printed name)

110 S.E. Watula Avenue, Ocala, Florida 34471

WITNESS 2 (address)

ATTEST:

APPROVED AS TO FORM / LEGALITY:

By: ANGEL B. JACOBS, City Clerk

By: WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ____ day of November 2024, by Barry Mansfield, as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

NOTARY PUBLIC