

**This Instrument Prepared by,
Record and Return To**
R. William Futch
R. William Futch, P.A.
1890 SE 15th Avenue, Suite 101
Ocala, FL 34471

Project: Fidelity Manufacturing
Tax Parcel #: 23549-002-00

**SPECIAL WARRANTY DEED, RESERVATION OF DRAINAGE EASEMENT,
AND GRANT OF DRAINAGE EASEMENT**

THIS INDENTURE, made this _____, 2025, by and between:

- **CITY OF OCALA**, a Florida municipal corporation, whose post office address is 201 S.E. 3rd Street, Ocala, FL 34471 (“Grantor”).
- **B & W LAND HOLDINGS, LLC**, a Florida limited liability company, whose address is 101 NE 16th Avenue, Ocala, FL 34470 (“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:

1. **Conveyance of Fee Simple Title.** Grantor hereby grants, bargains and sells to the Grantee, its successors or assigns forever, fee simple title to the following described land (the “DRA”), situate, lying and being in Marion County, Florida, to wit: **See attached Exhibit A**.
 - 1.1. Grantor does hereby covenant that, at the time of the delivery of this deed the DRA was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.
 - 1.2. 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.
 - 1.3. RESERVING AND SUBJECT to:
 - 1.3.1. Reservation of “Reserved Drainage Easement,” pursuant to and as defined in paragraph 2.
2. **Reservation of Reserved Drainage Easement.**
 - 2.1. In connection with the conveyance of fee simple title to the DRA, under paragraph 1 of this instrument, GRANTOR RESERVES AND SUCH CONVEYANCE IS SUBJECT TO a perpetual, non-exclusive right, privilege and easement (the “Reserved Drainage Easement”) to permit Grantor, subject to the conditions of any permits issued by St. John’s River Water Management District, to convey stormwater to, and store stormwater in, over, across and through the following (the “Reserved Drainage Easement Area”): the DRA and related

outfalls, drainage ditches and drains (collectively the “Reserved Easement Drainage Facilities”), up to a maximum capacity of 138,895 cubic feet, between elevations 62 and 69.5.

- 2.2. Notwithstanding the reservation of the Reserved Drainage Easement, Grantee will maintain the Reserved Drainage Easement Area and Reserved Easement Drainage Facilities located therein pursuant to any permits issued by St. John’s River Water Management District. Grantor shall have no right to do so except as set forth in paragraph 3.

3. **Maintenance.**

- 3.1. Grantee shall maintain all of the Reserved Easement Drainage Facilities and the Conveyance Drainage Facilities (collectively the “Drainage Facilities”), being the DRA and all outfalls, ditches, drains, swales, pipes or similar materials located within the Reserved Drainage Easement Area and the Conveyance Drainage Easement Area pursuant to any permits issued by Southwest Florida Water Management District.

- 3.2. Notwithstanding paragraph 3.1, Grantor may maintain the Drainage Facilities if:

- 3.2.1. Grantee fails to do so and does not cure such failure within thirty (30) days of written notice from Grantor to Grantee of such failure; or

- 3.2.2. Grantor elects to perform routine maintenance of the Drainage Facilities (such as mowing) by providing written notice of such election to Grantee at least thirty (30) days prior to the date that Grantor commences such maintenance activities. Grantor shall perform such routine maintenance at its sole cost and expense. If Grantor is performing such routine maintenance, Grantor shall remain responsible for all other maintenance including concerning catastrophic events (such as sinkholes). Grantor may terminate its election to perform routine maintenance by providing written notice of such termination to Grantee at least thirty (30) days prior to the date that Grantor terminates such maintenance activities.

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

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SIGNATURES START ON NEXT PAGE**

GRANTOR:

CITY OF OCALA a Florida municipal corporation

ATTEST:

By: _____
Angela B. Jacobs
City Clerk

By: _____
Justin Grabelle
President, Ocala City Council

Approved as to form and legality

William Sexton
City Attorney

EXHIBIT A

INSERT LEGAL DESCRIPTION OF DRA, LESS AND EXCEPT LIFT STATION AREA

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS
THE EASTERNMOST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

INSERT LEGAL FOR LIFT STATION