#2017056742 BK: 2869 PG: 869 12/15/2017 10:12 AM 1 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

Prepared by and return to:

Greg W. Dworzanowski, P.A. 5422 Bay Center Drive, Suite 110 Tampa, FL 33609

Attn: Greg Dworzanowski, Esq.

Property Appraiser's ID #: Portion of 3520468

WARRANTY DEED

This Warranty Deed is executed this day of December, 2017, by THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantor"), whose tax identification number is 59-6000546 and post office address is 1007 W. Main Street, Inverness, FL 34450, to RMC 19 & 44, LLC, a Florida limited liability company ("Grantee"), whose post office address is 8902 N. Dale Mabry Highway, Suite 200, Tampa, FL 33614.

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

Witnesseth, that Grantor, for the sum of \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land, situated, lying and being in County of Citrus, State of Florida legally described on Exhibit "A" attached hereto and by reference made a part hereof.

This conveyance is subject to all matters set forth in <u>Exhibit "B"</u> attached hereto, and together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except those matters set forth in Exhibit "B" attached hereto.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2017056742 BK: 2869 PG: 870 12/15/2017 10:12 AM 2 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantor in the presence of:

	THE SCHOOL BOARD OF CITRUS COUNTY,
	FLORIDA, a political subdivision of the State of Florida
Ω_{0}	riorida
	By: TOUA DOLD
Signature of Witness 1	Name: Douglas A. Dodd
R. Wesley BRAdshAW	Title: Chairman
Print Name of Witness 1	
Ind Verderenne	
Signature of Witness 2	
Linda Verderame	
Print Name of Witness 2	
State of Florida County of <u>しんいら</u>	
December, 2017 by Douglas A. Dodd	edged before me, a Notary Public, this 🔼 day of as <u>Chairman</u> of The School Board the State of Florida, who (x) is personally known to me, .
My Commission Expires:	Lind Verdorame
	Signature of Notary
	LINDA D. VERDERAME Notary Public - State of Florida

Commission # FF 197202 My Comm. Expires Apr 24, 2019 Bonded through National Notary Assn.

#2017056742 BK: 2869 PG: 871 12/15/2017 10:12 AM 3 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

EXHIBIT "A"

A parcel of land lying in Section 21, Township 18 South, Range 17 East, Citrus County, Florida. Said parcel being a portion of that certain parcel described in Official Records Book 131, Page 225, of the Public Records of Citrus County Florida, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 21, Township 18 South, Range 17 East, Citrus County, Florida; thence along the East boundary of said Northeast 1/4, North 00° 13' 48" East, 75.48 feet to a point on the Northerly right of way line of State Road 44; thence departing said East boundary, and along said Northerly right of way line, South 88° 39' 26" West, 30.00 feet to a point on the Westerly right of way line of Northeast 6th Avenue; thence departing said Northerly right of way line, and along said Westerly right of way line, North 00° 13' 48" East, 200.00 feet to the POINT OF BEGINNING of the herein described parcel; thence departing said Westerly right of way line, South 88° 39' 26" West, 150.06 feet to a point on the West boundary of said parcel described in Official Records Book 131, Page 225; thence along said West boundary North 00° 13' 48" East, 194.30 feet; thence departing said west boundary, North 88° 23' 24" East 150.08 feet to a point on the aforesaid Westerly right of way line of Northeast 6th Avenue; thence along said Westerly right of way line, South 00° 13' 48" West, 195.00 feet to the POINT OF BEGINNING.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2017056742 BK: 2869 PG: 872 12/15/2017 10:12 AM 4 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

EXHIBIT "B"

1. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

#2017056742 BK: 2869 PG: 873 12/15/2017 10:12 AM 5 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

RESOLUTION

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, a body corporate under Florida Statutes (the "Board"), does hereby adopt the following Resolution in a duly noticed public meeting:

WHEREAS, the Board is the governing body of the Citrus County School District (the "District") and constitutes a body corporate pursuant to section 1001.40, Fla. Stat.; and

WHEREAS, pursuant to sections 1001.42 and 1013.28, *Fla. Stats.*, the Board has the power to control property and convey the title to real and personal property and to declare a property unnecessary for educational purposes; and

WHEREAS, the Board has entered into a Land Exchange Agreement (the "Agreement") dated January 10, 2017 with RMC 19 & 44, LLC for the exchange of real properties, each consisting of approximately 0.67 acres, with RMC 19 & 44, LLC donating \$50,000.00 to the Board; and

WHEREAS, the Board has determined it is in the best interest of the public to exchange the parcels of real property.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 2. After consideration of the factors described in the foregoing recitals, the Board designates the property on Schedule "A" unnecessary for education purposes; has determined that disposal of said property is in the best interest of the public; authorizes conveyance of the property described in Schedule "A" to RMC 19 & 44, LLC, a Florida limited liability company; and specifically release any automatic reservation and right of entry in accordance with Florida Statute Section 270.11.

Resolution Page 1 of 3

#2017056742 BK: 2869 PG: 874 12/15/2017 10:12 AM 6 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

3. The Chairman of the Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated under this Resolution and the Agreement.

4. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, the undersigned School Board of Citrus County, Florida adopts this Resolution effective this __/2_ day of December, 2017.

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

By: Douglas A Dodd Chairman

Dated: 12/12/17

BOARD (SEAL)

Attest:

Sandra Himmel, Superintendent

Date: _

12/12/17

Approved as to Form:

R. Wesley Bradshaw, Esquire School Board Attorney

Resolution Page 2 of 3

#2017056742 BK: 2869 PG: 875 12/15/2017 10:12 AM 7 Receipt: 2017050447

RECORDING \$61.00 D DOCTAX PD \$595.00

SCHEDULE "A"

A parcel of land lying in Section 21, Township 18 South, Range 17 East, Citrus County, Florida. Said parcel being a portion of that certain parcel described in Official Records Book 131, Page 225, of the Public Records of Citrus County Florida, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 21, Township 18 South, Range 17 East, Citrus County, Florida; thence along the East boundary of said Northeast 1/4, North 00° 13' 48" East, 75.48 feet to a point on the Northerly right of way line of State Road 44; thence departing said East boundary, and along said Northerly right of way line, South 88° 39' 26" West, 30.00 feet to a point on the Westerly right of way line of Northeast 6th Avenue; thence departing said Northerly right of way line, and along said Westerly right of way line, North 00° 13' 48" East, 200.00 feet to the POINT OF BEGINNING of the herein described parcel; thence departing said Westerly right of way line, South 88° 39' 26" West, 150.06 feet to a point on the West boundary of said parcel described in Official Records Book 131, Page 225; thence along said West boundary North 00° 13' 48" East, 194.30 feet; thence departing said west boundary, North 88° 23' 24" East 150.08 feet to a point on the aforesaid Westerly right of way line of Northeast 6th Avenue; thence along said Westerly right of way line, South 00° 13' 48" West, 195.00 feet to the POINT OF BEGINNING.

Resolution Page 3 of 3