

Prepared by:
Record and Return to:
Susan M. Ossi, Attorney at Law
OSSI WITHERS, P.A.
5618 NW 43rd Street
Gainesville, FL 32653

Instrument # 650537
OR BK: 1489 PG: 78-2pg(s)
REC: 4/4/2019 11:14 AM
Danny J. Shipp, Levy County Clerk, Florida
Rec: \$18.50
Deed Doc: \$0.70
Deputy Clerk MBASS1

PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED

THIS INDENTURE is made this 29 day of March, 2019, by and between NATALIE GRINDLE-POMPEO, as Personal Representative of the Estate of Harriett E. Downs, deceased, "Grantor", whose post office address is 206 NE First Street, Williston, Florida 32696, and MARC J. POMPEO, a married man, whose post office address is P.O. Box 402, Williston, Florida 32696, "Grantee".

WITNESSETH

Grantor, pursuant to the probate under Case No. 38-2016-CP-000226, pending in the Circuit Court of Levy County, Florida, and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is acknowledged, grants, bargains and sells to Grantee and Grantee's heirs and assigns forever, the real property in Levy County, Florida, described as:

LOTS 2 and 3, BLOCK 74, WILLISTON HIGHLANDS UNIT 5 REPLAT, according to the plat thereof recorded in Plat Book 4, page 5, public records of Levy County, Florida.

SUBJECT TO the Lease dated March 17, 1994, between HARRIETT E. DOWNS, Lessor, and MORRISTON/MONTBROOK VOLUNTEER FIRE DEPARTMENT, INC., Lessee, a copy of which is attached hereto as Exhibit "A".

SUBJECT TO conditions, restrictions, reservations, limitations and easements of record, if any, and zoning and other governmental regulations.

PARCEL IDENTIFICATION NUMBERS: 09555-002 and 09555-003

This Personal Representative's Distributive Deed represents a distribution to the Grantee, who is a beneficiary of the estate.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the real property, subject to all restrictions, reservations and easements of record, if any, and ad valorem taxes for the current year and all subsequent years.

RE RECORDING TO INCLUDE EXHIBIT A

TO HAVE AND TO HOLD the same to Grantee and Grantee's heirs and assigns, in fee simple forever.

And Grantor does covenant to and with the Grantee and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Signed, sealed and delivered in our presence:

Witness

Print:

MARK J. GREENE

Witness

Print:

Linda Jane Cromer

Natalie Grindle-Pompeo
NATALIE GRINDLE-POMPEO, as
 Personal Representative of the
 Estate of Harriett E. Downs,
 Deceased

STATE OF FLORIDA

COUNTY OF Alachua

I hereby certify that the foregoing instrument was acknowledged before me on March 29, 2019, by **NATALIE GRINDLE-POMPEO**, as Personal Representative of the Estate of Harriett E. Downs, deceased, [] who is personally known to me, or [☒] who has produced _____ as identification.

(SEAL)

Sheri Inks
 Notary Public, State of Florida

Printed Name: Sheri Inks



SHERI INKS
 Commission # GG 281421
 Expires December 22, 2022
 Bonded Thru Budget Notary Services

EXHIBIT A

L E A S E

THIS LEASE, made this 17th day of MARCH, 1994, between HARRIETT E. DOWNS, hereinafter called "LESSOR", and MORRISTON/MONTBROOK VOLUNTEER FIRE DEPARTMENT, INC., hereinafter called "LESSEE", which terms "LESSOR" and "LESSEE" shall include, wherever the context admits or requires, singular or plural, and the legal representatives, successors and assigns of the respective parties.

W I T N E S S E T H:

That the Lessor, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee and the Lessee hereby agrees to take and lease from the Lessor, for the term hereinafter specified, the following described premises;

LOTS 2 AND 3, BLOCK 74, WILLISTON HIGHLANDS UNIT 5 REPLAT, according to the plat thereof recorded in Plat Book 4, Page 5, Public Records of Levy County, Florida.

FOR THE LESSEE TO HAVE AND TO HOLD as hereinafter provided for a term of ninety-nine (99) years commencing with the date of execution of this lease.

This lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions and stipulations.

1. RENTAL: As payment for rent during said term, Lessee shall pay the sum of One Dollar (\$1.00) per year for said period. Said sum to become payable on the first day of APRIL, 1994, and shall become due and payable on the same day of each and every year thereafter for the term of this lease.

2. USE: Lessee herein shall be allowed to use said property for the purpose of constructing and operating a fire department facility. Should the use of the property require a zoning or variance change, Lessee shall be responsible for pursuing and obtaining the land use change at his own expense.

Lessee, at all times, shall fully and promptly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises, as such shall relate to the cleanliness and use of said property.

3. WASTE: Lessee will not make or suffer any waste of the property or permit anything to be done upon the property creating a nuisance thereon, and Lessee further agrees to permit the Lessor or its agent at all reasonable times to enter upon the property to inspect the same, or to post any notice provided for by law, or otherwise to protect any and all rights to Lessor; and there shall be no liability against Lessor for damages thereby sustained by Lessee. Nothing herein contained shall be construed to obligate Lessor to make any changes, alterations or repairs.

4. UTILITIES: Lessee shall pay and be held responsible for all lights, heat, water and any and all other utilities used or consumed by the Lessee on said premises.

5. TAXES: The Lessee agrees to pay and be held liable for the taxes due each year for the property hereinabove described, and shall

pay same in a timely manner.

6. INSURANCE: The Lessee agrees to purchase and maintain liability insurance in a sufficient amount to hold Lessor harmless from any claims which may arise from any damage or injuries received on the leased property during the term of this lease. Lessee agrees to furnish Lessor with a copy of said liability insurance policy upon demand.

7. ALTERATIONS AND IMPROVEMENTS: Lessee may, at its own expense, have surveyed, and add improvements to the demised premises with the consent of the Lessor, which consent shall not be unreasonably withheld, provided the same do not lessen the value of the demised premises. Nothing herein contained shall be construed as a consent on the part of the Lessor to subject the estate of Lessor to liability under the Mechanic's Lien Law of the State of Florida, it being expressly understood that Lessor's estate shall not be subject to such liability. Lessee shall indemnify and save harmless Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for Lessee upon said premises during said term, and agrees not to suffer any such lien or other lien to be created. All permanent structural improvements shall belong to the Lessor and become a part of the premises upon termination or expiration of this Lease.

It is the understanding of both parties that the Lessee intends to build a firehouse on said premises.

8. ASSIGNMENT AND SUB-LETTING: Lessee shall not assign this Lease, nor any interest therein nor sub-let, without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld; providing in any event, that Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease. No such assignment or sub-letting shall be made to any person who shall occupy the premises for any use which may be deemed disreputable and which would in any way violate the applicable ordinances, rules and regulations of applicable governmental boards and bureaus having jurisdiction thereof.

9. DEFAULT: In the event the Lessee should fail to keep or shall violate any condition, stipulation or agreement herein contained, on the part of the Lessee to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) days after the Lessee shall have received written notice by certified or registered mail at its address hereinafter designated, from the Lessor to cure such violation or failure, then, in any such event, the Lessor, at its option, may terminate this lease. However, a default shall be deemed cured if Lessee in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

10. QUIET ENJOYMENT: Lessor covenants that Lessee, on performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

11. COSTS OF SUIT: If legal action shall be brought by either of the parties hereto for the unlawful detainer of the premises or for breach of any term, covenant or provision hereof, the party prevailing in said action (Lessor or Lessee as the case may be) shall be entitled to recover from the party not prevailing costs of suit and a reasonable attorney's fee which shall be fixed by the Judge of the Court, plus attorney's fees on appeal.

12. NOTICES: All notices required to be given to Lessor hereunder shall be sent by registered or certified mail to: RR 3 Box 1150, Williston, FL 32696-9278, or to such other address as Lessor may direct from time to time by written notice forwarded to Lessee by registered or certified mail.

All notices required to be given to Lessee shall be sent by registered or certified mail to Lessee at P.O. Box 2, Morriston, FL 32668, or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

13. END OF TENANCY: The Lessee will yield up the demised premises at the termination of the tenancy in as good a condition as the same is at the beginning of Lessee's occupancy, damage by fire and other casualties and condemnation, appropriation by eminent domain excepted, and also excepting any damage, disrepair and other condition that the Lessor is obligated hereunder to repair or correct.

Further, it is the agreement of both parties that the lease shall terminate and all improvements shall revert to the ownership of the Lessor in the event the building and premises are no longer used by the MORRISTON/MONTBROOK VOLUNTEER FIRE DEPARTMENT, INC. or its assigns as per clause 8.

14. BENEFIT: This Lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate the day and year first above written.

[Signature]
Witness as to the Lessor

[Signature]
HARRIETT E. DOWNS

Witness as to the Lessor

MORRISTON/MONTBROOK FIRE DEPARTMENT,
INC., LESSEE

[Signature]
Witness as to the Lessee

BY: [Signature] Richard A. Brown
TITLE: President

Witness as to the Lessee

BY: [Signature] CO-OP
TITLE: CO-OP

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 17th day of March, 1994, by HARRIETT E. DOWNS, who is personally known to me ~~or~~ who has produced _____ as identification.

NATALIE GRINDLE-POMPEO
Notary Public, State of Florida
My comm. expires Dec. 30, 1995
Comm. No. CC175566

Seal

Natalie Grindle-Pompeo
Notary Public

NATALIE GRINDLE-POMPEO
Notary Public Name Printed

NOTARY PUBLIC CC175566
Title Comm. #

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 17th day of March, 1994, by Natalie Grindle-Pompeo and Harriett E. Downs as President and Secretary respectively, of the above named MORRISTON/MONTBROOK VOLUNTEER FIRE DEPARTMENT, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me ~~or~~ have produced _____ as identification.

NATALIE GRINDLE-POMPEO
Notary Public, State of Florida
My comm. expires Dec. 30, 1995
Comm. No. CC175566

Seal

Natalie Grindle-Pompeo
Notary Public

NATALIE GRINDLE-POMPEO
Notary Public Name Printed

NOTARY PUBLIC CC175566
Title Comm. #