



DEPARTMENT OF THE ARMY  
MOBILE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 2288  
MOBILE, ALABAMA 36628-0001

May 1, 2015

REPLY TO  
ATTENTION OF

Real Estate Division (Grodan)

Subject: Notice of Reverter Event and Release City of Gainesville

Mr. Paul Folkers  
Assistant City Manager  
200 East University Avenue  
Gainesville, FL 32601-5456

Dear Mr. Folkers:

Please find the attached USACE signed Notice of Reverter Event and Release for Mayor Edward Braddy's signature. We appreciate the time and effort that you and Ms. Nicolle Shalley have spent negotiating mutually acceptable terms of this affidavit.

As soon as the Mayor has signed, and document recorded, please provide an electronic copy to me at the email address below. If you have any questions I can be reach at 850-607-4032, or email [Jeffrey.h.grodan@usace.army.mil](mailto:Jeffrey.h.grodan@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "J. H. Groden".

Jeffrey H. Groden  
Chief Acquisition Branch  
USACE Mobile District

This instrument prepared without  
examination of title by:

Chief of Real Estate, U.S. Army Engineer District, Mobile  
ATTN: SAM-RE-M  
P.O. Box 2288  
Mobile, Alabama 36628

### **NOTICE OF REVERTER EVENT AND RELEASE**

THIS NOTICE OF REVERTER EVENT AND RELEASE, made on behalf of the UNITED STATES OF AMERICA (THE "United States"), between THE SECRETARY OF THE ARMY, acting by and through the Chief of Real Estate, U.S. Army Engineer District, Mobile, whose mailing address is ATTN: SAM-RE-M, P.O. Box 2288, Mobile, Alabama 36628, (hereinafter referred to as the "Releasor"), under the authority given to landholding agencies and the general administrative authority to manage and clear title to property under the control of the Army; and the CITY OF GAINESVILLE (hereinafter referred to as the "Releasee"), a municipal corporation of the State of Florida whose mailing address is ATTN: Mr. Edward Braddy, Mayor, 200 East University Avenue, Gainesville, Florida 32601.

WHEREAS, the United States of America, acting by and through Army officials, acquired approximately 6.81 acres of land by deed dated 29 September 1950, and recorded in Deed Book 279, Page 367 et seq. in the official records of Alachua County, Florida (hereinafter referred to as the "Deed"); and,

WHEREAS, said Deed provides that it shall be void and complete title to the Property shall revert in the City of Gainesville, Florida if the United States of America shall fail to utilize the Property for an armory or any other Government purpose (hereinafter referred to as the "Reverter Provision"); and,

WHEREAS, the conditions specified in the Reverter Provision have occurred; and,

WHEREAS, the United States no longer possesses the site, so therefore the property ceased to be used for military purposes and title reverted as a matter of law upon the triggering event; and,

WHEREAS, the City of Gainesville agrees to accept the property in its current condition and state of repair and acknowledged inspection of the premises and the City agrees that the Property reverts back "as is"; and,

WHEREAS, the United States of America and the City of Gainesville have determined that per the terms of the Deed transferring this property to the United States of America and the fact that the property is no longer used for an armory or other Government purposes that this instrument is needed to reflect the reversion of ownership back to the City of Gainesville.

NOW, THEREFORE, the Releasor acknowledges the Releasee's right to re-enter the property and its right of possession in accordance with the Deed and the reversion of title to the Releasee effective upon the date of this Release due to the non-use for an armory or other Government purpose by the Releasor and releases the Releasee all right, title and interest in and to the parcel of real property consisting of approximately 6.81 acres located in the City of Gainesville, Florida, and formerly known as the C. R. Layton U.S. Army Reserve Center. The City of Gainesville has been provided the following environmental documentation: the Environmental Condition of Property Report dated March 2010, Environmental Condition of Property Report Update dated December 2010, and Record of Environmental Consideration dated December 2010; and, the Draft Asbestos Hazard Abatement Report dated January 30, 2015.

Releasee, or its successors or assigns, hereby accepts full ownership of the Government-owned Improvements "AS IS". Releasee further acknowledges that no warranties either express or implied, are given with regard to the condition of the Government-owned Improvements, including, without limitation, whether they do or do not contain asbestos or lead-based paint. Releasee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Government-owned Improvements, including, without limitation, any asbestos, lead-based paint, or other conditions with respect to the Government-owned Improvements. Releasee's failure to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Government-owned Improvements, will not constitute grounds for any claim or demand against the United States.

**RELEASOR DISCLOSURE:** Releasor knows of no facts materially affecting the value of the Property which are not readily observable and which have not been disclosed in writing to Releasee. Except as provided for in the preceding sentence, Releasor extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing to the Releasee, Releasor has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental, or safety code violation.

**RELEASEE WAIVER OF CLAIMS:** To the extent permitted by law, Releasee waives any claims against Releasor, for any damage or defects pertaining to the physical condition of the Property that may exist upon reversion of the Property to the Releasee and be subsequently

discovered by the Releasee. This provision does not relieve Releasor's failure to disclose material facts known to the Releasor.

Being the same property that was conveyed by Deed shown in a deed dated 29 September 1950, and recorded at Deed Book 279, Page 367 et seq., in the official records of Alachua County, Florida, described in Exhibit A, incorporated herein by reference.

The Army's obligation to pay or reimburse any money under this transfer is subject to the availability of funds appropriated for such purpose. Nothing with respect to this transfer shall be interpreted to require obligations or payments by the Department of the Army in violation of the Anti-Deficiency Act, 31 U.S.C. §1341

IN WITNESS WHEREOF, the said United States of America has caused this notice to be signed and sealed by the Secretary of the Army, acting by and through its duly authorized Chief, Real Estate Office, U.S. Army Corps of Engineers, Mobile District, this 30 day of April, 2015.

*SIGNATURE PAGE TO FOLLOW*

UNITED STATES OF AMERICA  
Secretary of the Army

*Willie L. Patterson*

Willie L. Patterson, III, Ed. D.  
Chief, Real Estate Division  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Mobile District

STATE OF ALABAMA \_\_\_\_\_ )

)SS

COUNTY OF MOBILE \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the above noted jurisdiction, do certify that, on the day shown above, personally appeared before me, Willie L. Patterson III, Ed. D., Chief of Real Estate, U.S. Army Corps of Engineers District, Mobile, personally known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the forgoing document, who acknowledged that the signature on the document was voluntarily affixed by him for the purposes therein, on this date, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

*Ayo D. Terry*  
\_\_\_\_\_  
Notary Public  
Notary Registration No.: *N/A*

My Commission Expires the 4 day of October, 2015.

Signed, sealed & delivered  
In the presence of:

CITY OF GAINESVILLE, FLORIDA  
a Florida Municipal Corporation

Sharon D. Williams  
Print Name Sharon D. Williams

Ed Braddy  
Edward Braddy, Mayor

Devonia L. Andrew  
Print Name DEVONIA L. ANDREW

Approved as to Form and Legality  
By: Nicolle M. Shalley  
Nicolle M. Shalley  
City Attorney

ATTEST:  
[Signature]  
Kurt M. Lannon, Clerk of the Commission

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12 day of May, 2015, by EDWARD BRADDY and KURT M. LANNON, Mayor and Clerk of the Commission, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, who acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal for and on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Sharon D. Williams  
Print Name: Sharon D. Williams  
State of Florida  
My Commission Expires: 10/25/15



EXHIBIT A

20330

BOOK 279 PAGE 367

FILED  
CLERK OF DISTRICT COURT  
JAN 11 1923

WARRANTY DEED

STATE OF FLORIDA  
COUNTY OF ALACHUA

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF GAINESVILLE, a municipal corporation chartered under the laws of the State of Florida, of the County of Alachua and State of Florida, for and in consideration of the promise and of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid by the UNITED STATES OF AMERICA, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed, and by these presents does grant, bargain, sell, alien and convey unto the said UNITED STATES OF AMERICA, and to its successors and assigns, in fee simple absolute forever, all the following described lots, tracts, pieces and parcels of land, situated, lying and being in the County of Alachua and State of Florida, and more particularly known, distinguished and described as follows, to-wit:

Commence at the northeast corner of Section 4, Township 10 South, Range 20 East, and run west 1859.3 feet for the point of beginning of this description; thence run south a distance of 660 feet to a point; thence run east parallel to section line, a distance of 449.8 feet to a point; thence run north a distance of 660 feet to a point on north line of Section 4; thence run west on said section line, a distance of 449.5 feet to the point of beginning of this description;

All lying and being in the northeast quarter (NE<sup>1</sup>/<sub>4</sub>) of Section 4, Township 10 South, Range 20 East, and containing 6.61 acres.

Whenever, in the future the United States ceases to use the hereby conveyed property for an army or any other governmental purpose,



the fee title to said property shall immediately, without further action on the part of the grantor, revert to the grantor or its successors, subject only to the right of the government to remove from the premises within a reasonable time any and all improvements placed thereon by the government.

Together with all and singular the rights, tenements, hereditaments and appurtenances, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described property, and every part and parcel thereof, unto it, the UNITED STATES OF AMERICA and to its successors and assigns forever, in fee simple absolute.

And the said grantor does herein and hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under the City of Gainesville.

And the said grantor herein hereby grants and quitclaims to the United States and its assigns all right, title or interest which the grantor may have in the banks, beds, waters of any stream opposite to or fronting upon the land hereinabove described, and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining the hereinabove described land, and in any means of ingress or egress appurtenant thereto; SUBJECT, HOWEVER, to any and all existing outstanding easements or estates of, in, to or upon the said banks, beds, waters of any stream opposite to or fronting upon the land hereinabove described, and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining the hereinabove described land, and in any means of ingress or egress appurtenant thereto.



IN WITNESS WHEREOF, the said City of Gainesville, a municipal corporation, has caused this instrument to be duly executed in its corporate name by its duly authorized Mayor-Commissioner and attested by its duly authorized Clerk of the Commission, and its true and genuine corporate seal to be hereunto impressed by its duly authorized officer on this the 29 day of September, A. D., 1950.

Signed, sealed and delivered  
in our presence as witnesses:

[Signature]  
J. K. Cheves

CITY OF GAINESVILLE

By [Signature]  
Mayor-Commissioner

ATTEST: (with corporate seal)

By [Signature]  
Clerk of the Commission