

This instrument prepared by:  
Robert W. Wigglesworth  
Public Works Department  
P O Box 1188  
Gainesville, Florida 32602-1188

Tax Parcel No.: 6022-000-000-000  
194 acre San Felasco Park  
ALACHUA COUNTY, FLORIDA

**QUIT-CLAIM DEED**

**THIS Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009, by **Alachua County, a political subdivision** of the State of Florida, whose address is Post Office Box 1188, Gainesville, Florida, 32602-1188, as the Grantor, and the **City of Gainesville, Florida, a municipal corporation**, whose mailing address is Post Office Box 490, Station 58, Gainesville, Florida, 32602-0490, as the Grantee, with the consent of **The United States of America (USA)**.

**WITNESSETH:**

For and in consideration of the perpetual use of the hereinafter described property for public park and for public recreation area purposes, the Grantor hereby releases and quit-claims any and all right, title and interest to the Grantee.

The property, being more particularly described in Exhibit "A", as attached hereto and by reference made a part hereof, and which is located at 6400 N.W. 43<sup>rd</sup> Way, Gainesville, Florida, and consist of approximately 194 acres, and is presently known as San Felasco Park (Property).

Subject to all recorded and unrecorded easements, covenants, reservations and restrictions, insofar as they may be lawfully applicable to the Property.

This document, when recorded, includes Grantor's right, title and interest in and to all the existing improvements, facilities, structures, equipment and appurtenances lying within said Property.

This Property is the same property conveyed to the Grantor by the USA under the terms and conditions set forth in the Quit-Claim Deed, dated November 22, 1983, and filed for record in Official Record Book 1718, pages 493 of the public records of Alachua County, Florida.

There are excepted from this conveyance, and reserved to the USA and its assigns, all gas, oil and other minerals in, under and upon the lands herein conveyed, together with the rights to enter the Property for the purpose of mining and removing same.

It is agreed and understood by and between the USA and Grantor, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of this agreement and

does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This Property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the Program of Utilization and Plan contained in the application (the "Program" and the "Plan"), submitted by the Grantor on April 27, 1988, which Program and Plan may be amended from time to time at the request of either, the USA or Grantor, or its successors or assigns, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within six months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government, for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park and public recreation area purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the USA.
6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that:
  - (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964;
  - (2) this covenant shall be subject in all respects to the provisions of said regulations;
  - (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;

- (4) the United States shall have the right to seek judicial enforcement of this covenant, and
- (5) the Grantee, its successors and assigns, will
  - (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and
  - (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the USA and enforceable by the USA against the Grantee, its successors and assigns.
7. The Grantor and the Grantee agree that the Grantee is prohibited from developing the property herein conveyed in any manner which is incompatible with Executive Order 11988, relating to Floodplain Management, and Executive Order 11990, relating to Protection of Wetlands. The Grantor and the Grantee agree that this prohibition is irrevocable, and the Grantee agrees to include in any subsequent transfer an identical irrevocable prohibition.
8. The Grantee agrees to comply with the requirements of Public Law 90—480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91—205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with. Public Law 93—112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
9. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.
10. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the USA at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances

complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Quit-Claim Deed is executed as of the date first set out above by the authorized representatives of the Grantor, Grantee and the USA, and as evidenced by their signatures below:

(SEAL)

\_\_\_\_\_  
J. K. "Buddy" Irby  
Clerk of the Circuit Court

ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
Chair, Mike Byerly  
Board of County Commissions

Approved as to Form

\_\_\_\_\_  
Alachua County Attorney's Office

\_\_\_\_\_  
Print Name

CITY OF GAINESVILLE

By: \_\_\_\_\_  
Russ Blackburn,  
City Manager

Approved as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Print Name

WITNESS:

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

United States of America  
Acting by and through the  
Secretary of the Interior

By affixing its signature to this document, the United States consents to this conveyance of the Property by Alachua County, a political subdivision of the State of Florida to the City of Gainesville, Florida, a municipal corporation, under the terms set forth in this Quit-Claim Deed.

Through:  
Regional Director  
Southeast Region  
National Park Service

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chief, Park and Community  
Partnership Division

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ of \_\_\_\_\_, 200\_\_, before me, the subscriber personally appeared \_\_\_\_\_, Chief, Park and Community Partnership Division, Southeast Region, National Park Service, United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing document, as an act and deed of the United States of America for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized by the said Secretary, and he/she acknowledges that he/she executed the foregoing document for and on behalf of the United States of America for the purposes and uses therein described.

\_\_\_\_\_  
Notary (print name): \_\_\_\_\_  
For the State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(SEAL)

## EXHIBIT "A"

All that lot, piece, or parcel of land lying and being in Alachua County, Florida, and consisting of a total of 194± acres and more fully described as follows:

The East one-half of the Southeast Quarter (E 1/2 of SE 1/4) of Section 10, Township 9 South, Range 19 East, together with the East 31.5 chains of the Northeast Quarter (NE 1/4) and the East 17.7 chains of the North 11.0 chains of the Southeast Quarter (SE 1/4) of Section 15, Township 9 South, Range 19 East, and tracts as per OR 294/261, less tract as per OR 294/265, less tract as per OR 627/185, and less OR 695/23, all being and lying in said Section 15, Township 9 South, Range 19 East, Alachua County, Florida, together containing approximately 197 acres, LESS and EXCEPT a tract or parcel of land consisting of approximately 50 feet of right-of-way being more particularly described as follows:

The East 50 feet of the East 1/2 of the Southeast 1/4 of Section 10, Township 9 South, Range 19 East; LESS and EXCEPT the North 30 feet of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 9 South, Range 19 East, Alachua County, Florida, and containing 2.996 acres, more or less.

The above description is also described as and in more detail by the following:

All that part of Sections 10 and 15, Township 9 South, Range 19 East, Alachua County, Florida, and being more particularly described as follows:

The East 1/2 of the Southeast 1/4 of said Section 10; and also,  
Commence at the Northeast corner of said Section 15 for the **Point of Beginning**; thence South 00 deg. 20 min. 23 sec. East, along the east line of said Section 15, a distance of 1763.55 feet to an intersection with the easterly prolongation of the north line of the Maine Communications, Inc. property, as per deed recorded in Official Record Book 1642, page 742 of the public records of said Alachua County; thence South 89 deg. 35 min. 37 sec. West, along the said easterly prolongation and along the said north line of the Maine Communications, Inc. property, a distance 840.0 feet to the Northwest corner of the said Maine Communications, Inc. property; thence South 00 deg. 20 min. 23 sec. East, along the west line of the said Maine Communications, Inc. property, and along the west line of Cox Cable University City, Inc. property, as per Parcel No. 5 in the deed recorded in Official Record Book 1664, page 398 of the said public records of Alachua County, a distance of 1570.0 feet to a boundary corner of the said Cox Cable property; thence South 89 deg. 35 min. 37 sec. West, along the boundary line of the said Cox Cable property, a distance of 425.36 feet to an intersection with the east line of Devil's Millhopper, as per deed recorded in Official Record Book 831, page 591 of the said public records (a.k.a. a boundary corner of said Cox Cable property); thence North 00 deg. 20 min. 23 sec. West, along the said east line of Devil's Millhopper, a distance of 593.02 feet to the Northeast corner of the said Devil's Millhopper; thence South 89 deg. 37 min. 13 sec. West, along the north line of the said Devil's Millhopper, a distance of 704.80 feet to the Southeast corner of the Board of Trustees of the Internal Improvement Trust Fund (TIITF) property, as per deed

recorded in Official Record Book 695, page 23 of the said public records; thence North 40 deg. 28 min. 17 sec. West, along the Northeasterly boundary line of the said TIITF property, a distance of 176.25 feet to the most northerly corner of the said TIITF property (a.k.a. an intersection with the east line of a second TIITF property, as per deed recorded in Official Record Book 698, page 121 of the said public records); thence North 00 deg. 20 min. 23 sec. West, along the said east line of the TIITF property, a distance of approximately 153.92 feet to the Southeast corner of Lot 29 of Deer Run - Unit 3, as per plat recorded in Plat Book "L", page 34 of the said public records; thence North 00 deg. 20 min. 23 sec. West, along the east line of said Deer Run - Unit 3, and along the east line of the Violet Midkiff property, as per deed recorded in Official Record Book 1650, page 2597 of the said public records, a distance of 2613.54 feet to an intersection with the north line of said Section 15; thence North 89 deg. 39 min. 06 sec. East, along the said north line of Section 15, a distance of 2079.00 feet to the said **Point of Beginning** (a.k.a. the said Northeast corner of Section 15).

LESS and EXCEPT:

1. The right of way of NW 73 Avenue, as per deed recorded in Official Record Book 2229, page 1740 of the said Public Records; and also,
2. The right of way of NW 43 Street from NW 53 Avenue, Northerly to the north line of the said East 1/2 of the Southeast 1/4 of Section 15; and also,
3. The right of way of NW 43 Way that extends from NW 43 Street northerly to the north line of Tax Parcel No. 6022-002-000, and that lies in said Section 15.

Containing approximately 194 acres.

Subject to all easements, reservations, restrictions, exceptions, conditions, covenants, permits or claims of record of any nature whatsoever.

**Bearing Note:** The bearings as shown herein have been projected entirely from the bearings recited in the description, as recorded in Official Record Book 1378, page 132 of the said public records.