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*Box 18*

Date: *8/16*

From: *Subanon*

To: *Cleop's office*

<p><b>FOR YOUR</b></p> <p>Action <u>files ✓</u> Signature _____</p> <p>Information _____ Approval _____</p> <p>Per your Request _____ Review _____</p>	<p><b>PLEASE</b></p> <p>See me _____</p> <p>Call me _____</p> <p>Follow up _____</p> <p>Return _____</p> <p>Reply w/Notes _____</p>
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**COMMENTS:** *90*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Alachua County, Florida, viz:

Parcel B-2

A portion of Section 23, Township 9 South, Range 20 East, City of Gainesville, Alachua County, Florida; being more particularly described as follows:  
Commence at the southeast corner of Lot 11 of Airport Industrial Park, Unit II as per plat thereof recorded in Plat Book "T", page 37 of the Public Records of Alachua County, Florida and run thence South 24 deg 34' 43" West, along the northwesterly right-of-way line of the NE 40th Terrace (80' R/W), a distance of 371.84 feet to the POINT OF BEGINNING; thence continue South 24 deg 34' 43" West along said northwesterly right-of-way line, 68.91 feet to the beginning of a curve, concave southeasterly, having a radius of 626.90 feet; thence southwesterly, along said right-of-way line and along the arc of said curve, through a central angle of 24 deg 21' 07", an arc distance of 266.44 feet, said arc being subtended by a chord having a bearing and distance of South 12 deg 24' 10" West, 264.44 feet; thence South 89 deg 31' 46" West, 430.33 feet; thence South 89 deg 09' 04" West, 41.94 feet; thence South 86 deg 00' 46" West, 6.45 feet to a point on the east boundary of a drainage right-of-way as shown on said plat of Airport Industrial Park Unit II; thence North 01 deg 03' 45" West, along said east boundary, 315.87 feet; thence North 89 deg 01' 24" East, parallel to the south boundary of said Lot 11, a distance of 570.09 feet to the POINT OF BEGINNING.

**SUBJECT TO** the restrictions, which shall run with the land, set forth in Exhibit "A" attached hereto and made a part hereof.

**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** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001, and except for covenants, easements and restrictions of record.

Property Appraisers Parcel Number(s):

**In Witness Whereof** the grantor has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Signed, sealed and delivered in our presence as witnesses:

**CITY OF GAINESVILLE,** a Municipal Corporation of the State of Florida

*Eugenia Steele*  
Print Name EBGENIA J. FARRA

By: *Warren Nielsen*  
WARREN NIELSEN, Mayor-Commissioner Pro Tem

*Dorinda L. Andrew*  
Print Name DEVONIA L. ANDREW

Attest: *Kurt Lannon*  
KURT LANNON, Clerk  
of the City Commission

This Instrument Prepared by, and return to:  
WAYNE P. CASTELLO  
ATTORNEY AT LAW  
2772 NW 43 STREET, STE W  
GAINESVILLE, FLORIDA 32606  
w2.2002-375.swd

STATE OF FLORIDA  
COUNTY OF ALACHUA

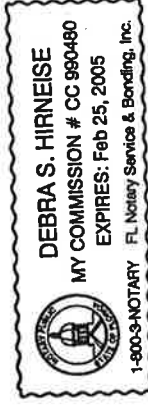
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2002, by WARREN NIELSEN and KURT LANNON, the Mayor-Commissioner, pro tem and Clerk of the City Commission, respectively, of the CITY OF GAINESVILLE, a Municipal Corporation of the State of Florida, on behalf of the corporation. They are personally known to me or have produced Driver's Licenses as identification and did not take an oath.



Notary Public, State of Florida

My Commission expires:

My Commission number:



This Form Document No. \_\_\_\_\_  
is a legal instrument approved by the City Attorney.  
Any deviation from its intended use should be  
authorized by the City Attorney.

## EXHIBIT "A"

- (1) Grantor, the City of Gainesville, a Municipal Corporation of the State of Florida, reserves unto itself, its successors and assigns, and unto the Gainesville-Alachua County Regional Airport Authority, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on the Gainesville-Alachua County Regional Airport.
- (2) By the acceptance of this Deed, the Grantee expressly agrees for itself, its successors and assigns, to restrict the height of buildings, structures, objects of natural growth and other obstructions on the hereinabove described real property to such a height so as to comply with Federal Aviation Administration (FAA) Regulations, Part 77, or as it may be amended from time to time, and any other lawful authority having such jurisdiction over the property.
- (3) By the acceptance of this Deed, the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinabove described real property which would interfere with the landing or takeoff of aircraft at Gainesville-Alachua County Regional Airport or interfere with air navigation and/or communication facilities serving Gainesville-Alachua County Regional Airport, or otherwise constitute an airport hazard, or interfere with the operation or maintenance of the Gainesville-Alachua County Regional Airport, or shall in any way be in violation of or inconsistent with prevailing FAA regulations or other easements or restrictions of record.

A. SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

OMB NO. 2502-0265



B. TYPE OF LOAN		7. LOAN NUMBER		8. MORTGAGE INS CASE NUMBER	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unis.	6. FILE NUMBER	2002-375	
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 5.0 10-96 (1/2002-375.HUD/2002-375)					
D. NAME AND ADDRESS OF BORROWER			F. NAME AND ADDRESS OF LENDER		
KENNETH O. LESTER COMPANY Post Office Box 340 Lebanon, TN 37087			CITY OF GAINESVILLE Post Office Box 490 Gainesville, FL 32602-0490		
G. PROPERTY LOCATION		H. SETTLEMENT AGENT		I. SETTLEMENT DATE	
3.72-acre parcel Arprt Indust Gainesville, FL 32609 Alachua County, Florida A portion of Section 23, T9S, R20 E, Alachua County, Florida		Wayne P. Castello, Esquire		August 15, 2002	
PLACE OF SETTLEMENT					
2772 NW 43 Street, Ste W Gainesville, FL 32606					
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER		115,000.00		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price				401. Contract Sales Price	
102. Personal Property				402. Personal Property	
103. Settlement Charges to Borrower line1400		515.00		403.	
104.				404.	
105.				405.	
Adjustments for items paid by Seller in advance				Adjustments for items paid by Seller in advance	
106. City/town taxes to				406. City/town taxes to	
107. Alachua Co. taxes to				407. Alachua Co. taxes to	
108. Assessments to				408. Assessments to	
109.				409.	
110.				410.	
111.				411.	
112.				412.	
120. GROSS AMOUNT DUE FROM BORROWER		115,515.00		420. GROSS AMOUNT DUE TO SELLER	
115,000.00				115,000.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER					
201. Deposit or earnest money				500. Excess Deposit (see instructions) line1400	
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller	
203. Existing Loan(s) Taken Subject to				503. Existing Loans Taken Subject to	
204.				504. Payoff of first mortgage loan	
205.				505. Payoff of second mortgage loan	
206.				506.	
207.				507.	
208.				508.	
209.				509.	
Adjustments for items unpaid by Seller				Adjustments for items unpaid by Seller	
210. City/town taxes to				510. City/town taxes to	
211. Alachua Co. taxes to				511. Alachua Co. taxes to	
212. Assessments to				512. Assessments to	
213.				513.	
214.				514.	
215.				515.	
216.				516.	
217.				517.	
218.				518.	
219.				519.	
220. TOTAL PAID BY/FOR BORROWER		0.00		520. TOTAL REDUCTION AMOUNT DUE SELLER	
				1,749.50	
300. CASH AT SETTLEMENT FROM/TO BORROWER			600. CASH AT SETTLEMENT TO/FROM SELLER		
301. Gross Amt Due from Borrower (Line 120)		115,515.00		601. Gross Amount Due to Seller (Line 420)	
302. Less Amt Paid by/for Borrower (Line 220)		( 0.00)		602. Less Reductions Due Seller (Line 520)	
303. CASH [X] FROM [ ] TO BORROWER		115,515.00		603. CASH [X] TO [ ] FROM SELLER	
				113,250.50	

L. SETTLEMENT CHARGES

700. Total Sales/Brokers Commissions Based on Price \$		Paid From	Paid From
Division of Commission (line 700) as follows:		Borrower's	Seller's
701. \$	to	Funds at	Funds at
702. \$	to	Settlement	Settlement
703. Commission Paid at Settlement			
704.			

800. ITEMS PAYABLE IN CONNECTION WITH LOAN

801. Loan Origination Fee	%	to	
802. Loan Discount	%	to	
803. Appraisal Fee		to	
804. Credit Report		to	
805. Lender's Inspection Fee		to	
806. Mortgage Ins. App. Fee		to	
807. Assumption Fee		to	
808.			
809.			
810.			
811.			

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

901. Interest from	to	@ \$	/day(	days	%)
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	years to				
904.	to				
905.					

1000. RESERVES DEPOSITED WITH LENDER

1001. Hazard Insurance	@ \$	per
1002. Mortgage Insurance	@ \$	per
1003. City/town taxes	@ \$	per
1004. Alachua Co. taxes	@ \$	per
1005. Assessments	@ \$	per
1006.	@ \$	per
1007.	@ \$	per
1008. Aggregate Adjustment		

1100. TITLE CHARGES

1101. Settlement or Closing Fee	to Ronald A. Carpenter, Esquire	500.00
1102. Title Search fee	to	
1103. Title Examination fee	to	
1104. Title Closing charges	to	
1105. Related Title Service fees	to	
1106. Document Preparation fee	to	
1107. Attorney's Fees	to	
	(includes above item numbers: )	
1108. Title Insurance	to Wayne P. Castello, Esquire	925.00
	(includes above item numbers: 1102-\$85s;1103-\$100s;1104-\$90.00s )	
1109. Lender's Coverage	\$	
1110. Owner's Coverage	\$ 115,000.00	650.00
1111.		Risk Prem.
1112.		
1113.		

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

1201. Recording Fees: Deed \$	15.00	;Mortgage \$		;Releases \$	15.00
1202. City/County Tax/Stamps: Deed \$				;Mortgage \$	
1203. State Tax/Stamps: Deed \$	805.00	;Mortgage \$			805.00
1204. Recording fees:	to J. K. "Buddy" Irby, Clerk			Deed of Rel.	19.50
1205.					

1300. ADDITIONAL SETTLEMENT CHARGES

1301. Survey	to		
1302. Pest Inspection	to		
1303.			
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter On Lines 103, Section J and 502, Section K)		515.00	1,749.50

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

BORROWER  
KENNETH O. LESTER COMPANY  
BY: \_\_\_\_\_  
BORROWER

SELLER  
CITY OF GAINESVILLE  
BY:   
SELLER

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Wayne P. Castello, Esquire

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010. (1/2002-375. HUD/2002-375)