

WARRANTY DEED

OFFICIAL RECORDS
94 JUL 16 PM 3:56
ALACHUA COUNTY, FL

THIS INDENTURE, Made the 9th day of JULY, A.D. 1994, between
TRANSITIONAL LIVING OF NORTH CENTRAL FLORIDA, INC., a Florida
corporation,

whose mailing address is 1023 S. E. 4th Avenue, Gainesville, FL
32601, hereinafter called the Grantor, and

GAINESVILLE HOUSING AUTHORITY, a public body corporate and politic,
whose tax identification number is 59-1163697 and whose mailing
address is P. O. Box 1468, Gainesville, FL 32602, hereinafter
called the Grantee.

WITNESSETH, That said Grantor, for and in consideration of the sum
of Ten Dollars (\$10.00), and other good and valuable considerations
to said Grantor in hand paid by said Grantee, the receipt whereof
is hereby acknowledged, has granted, bargained and sold to the said
Grantee, and Grantee's successors and assigns forever, the
following described land, situate, lying and being in Alachua
County, Florida, to-wit:

The East 100.00 feet of the South 1/2 of Lot 4, Block 3, Range
4, ROPERS ADDITION TO GAINESVILLE, in the South 1/2 of Section
4, Township 10 South, Range 20 East, as per plat recorded in
Deed Book "J", page 550 of the public records of Alachua
County, Florida.

Also known as Tax Parcel No. 12202 000 000.

SUBJECT TO all easements, restrictions and reservations of record,
and taxes for the year 1994, and subsequent years.

ALSO SUBJECT TO the following conditions and restrictions, which,
by acceptance of this deed, the Grantee agrees shall be enforceable
against it, its successors and assigns:

1. For a period of 15 years, commencing with the date of
recording of this deed or unless sooner terminated, as hereafter
provided, the Grantee agrees to comply with federal regulations
implementing the HOME Investment Partnerships program, as contained
and set forth in 24 CFR Part 92, as amended;

2. The subject property shall be occupied by low-income
persons (families included) as defined by the United States
Department of Housing and Urban Development (HUD), it being
expressly understood and agreed that such regulations and
definitions will allow the Grantee to rent the subject property to
Section 8, non-handicapped persons;

3. Rents which may be charged by the Grantee shall not exceed
the applicable fair market rent for existing housing as determined
by HUD from time to time;

4. The subject property shall remain affordable, and subject
to the above requirements, for a period of fifteen years from the
date of recording of this deed. If the Grantee materially breaches
any of such covenants, and fails to cure such breach within 30 days
after having received written notification thereof from the City of
Gainesville, Florida, (the City), then such breach shall, at the
option of City result in a forfeiture of the title of the subject
property to the City, which forfeiture shall be conclusively
determined by an affirmative vote of the City Commission of the
City stating the nature of such breach, and the fact of forfeiture
of title, and then recordation of such statement in the public
records of Alachua County, it being intended and agreed that the
City, but no other person, firm or corporation, shall have the sole
right to monitor and enforce compliance with the above provided
conditions and restrictions. Provided, however, that the Grantee
shall have the right, in its sole discretion, whether in connection

Doc. St. Amt. \$ 0.70
J.K. "Buddy" Irby, Clerk of Circuit Court
Alachua County - By *JoAnna Ransom*

RETURNS TO

with an alleged breach or default of any of the above provided conditions and restrictions, or otherwise, to pay to the City the remaining prorated amount of the total sum of \$57,600.00, amortized over the said 15-year period. By example, if the Grantee should determine to relieve itself from having to comply with all of the above provided conditions and restrictions at the end of 5 years from the date of recording of this deed, it may then pay to the City 2/3 of \$57,600.00, and upon doing so, the City agrees to execute an appropriate document, in recordable form, stating that all of such terms and conditions are rescinded, terminated, and held void. Such prorations shall be based on a monthly basis over the whole of the 15-year period, depending upon when the Grantee may choose, if ever, to "buy out" its obligation to comply with the conditions and restrictions. Provided, further, that if the Grantee breaches such conditions and restrictions, as aforesaid, and the City Commission chooses to cause a forfeiture of the title to the subject property, and the Grantee determines not to buy out its obligations and thus pay to the City the prorata remaining amount of the \$57,600.00, then upon request by the City, the Grantee will execute an appropriate deed of conveyance, conveying title to the subject property to the City.

and said Grantor does hereby fully warrant the title to said land, except as above provided, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

TRANSITIONAL LIVING OF NORTH
CENTRAL FLORIDA, INC.

Debbie McLendon
DEBBIE MCLENDON
Debbie Miller
DEBBIE MILLER

By Jay D. Kaharl
Jay D. Kaharl, President

ATTEST: Ronald J. Spitznagel
Ronald J. Spitznagel
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA, COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by JAY D. KAHARL and RONALD J. SPITZNATEL, as President and Secretary, respectively, of TRANSITIONAL LIVING OF NORTH CENTRAL FLORIDA, INC., for the purposes therein expressed this 9 day of June, 1994. They are personally known to me () or produced FDX # S132-730-39-305 as identification, and did not take oaths. FDL # K140-424-54-182-0

Debbie McLendon
Notary Public

