

Legislative ID: #100597B

Select Year: 2010

The 2010 Florida Statutes

[Title XVIII](#)
PUBLIC LANDS AND PROPERTY

[Chapter 270](#)
PUBLIC LANDS

[View Entire Chapter](#)

270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases.—

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

(2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.

(b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

(3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.

(4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

History.—ss. 1, 2, ch. 6159, 1911; RGS 1226; CGL 1771; s. 1095, ch. 19355, 1939; CGL 1940 Supp. 892(414); s. 1, ch. 26849, 1951; s. 1, ch. 59-220; s. 2, ch. 61-119; ss. 27, 35, ch. 69-106; s. 76, ch. 71-355; s. 1, ch. 86-205; s. 1, ch. 86-257; s. 9, ch. 2001-256.

Rec 8/10/00
Doc 57 # 70

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1694597 2 PGS
JUL 19 12:29 PM BK 2302 PG 1166
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt # 022232
Doc Stamp-Deed: 0.70
By: *[Signature]* D.D.

This Special Warranty Deed Made the 13th day of July, 2000, by

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

existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 490, Gainesville, FL 32602-0490, hereinafter called the grantor, to

GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic,

whose post office address is Post Office Box 490, Station 48, Gainesville, FL 32602-0490, and whose federal tax identification number is: hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their 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:

See Exhibit "A" - Legal Description, which is 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, 1999, and except for covenants, easements and restrictions of record.

Property Appraisers Parcel Number(s): 14672-000-000 and Part of 14707-000-000

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)

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

Signed, sealed and delivered in our presence as witnesses:

[Signature]
Print Name CAROLYN WITSE

By: *[Signature]*
PAULA M. DELANEY, Mayor

[Signature]
Print Name TIMOTHY M. VAUGHAN

Attest: *[Signature]*
KURT LANNON, Clerk of the City Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of July, 2000, by PAULA M. DELANEY and KURT LANNON, the Mayor 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.

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

[Signature]
Notary Public, State of Florida
My Commission expires:
My Commission number:
Debra G. Hirst
Notary Public, State of Florida
Commission No. CC 64207
My Commission Exp. 2/13/2001
Bonded Through My Surety Service & Bonding Co.

This Form Document No. is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney.
w1 99-384 (rev)

APPROVED AS TO FORM AND LEGALITY
[Signature]
MARION J. MADSON, CITY ATTORNEY
CITY OF GAINESVILLE, FLORIDA
JUL 18 2000

[Handwritten note]

EXHIBIT "A" - Legal Description

Block 6, Range 4, LESS the South 85 feet thereof and LESS the North 100 feet of the East 66.67 feet thereof.

ALSO the South 20 feet of Block 6, Range 5.

ALSO the North Half (N 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street.

ALSO the South Half (S 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street, LESS the East 66.67 feet thereof.

ALSO the South 20 feet of the West Half (W 1/2) of Northeast 4th Street that lies between Northeast 1st Avenue and Northeast 2nd Avenue.

All lying and being in ORIGINAL GAINESVILLE, as per plats recorded in Deed Book "H", Page 383 and Plat Book "A", Page 61, of the Public Records of Alachua County, Florida.

SUBJECT TO that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 981438, filed October 8, 1999, in Official Records Book 2257, Pages 2209 through 2214, inclusive, of the Public Records of Alachua County, Florida.

SUBJECT TO that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 3183, filed October 19, 1999, in Official Records Book 2259, Pages 833 through 836, inclusive, of the Public Records of Alachua County, Florida.

RECORDED IN OFFICIAL RECORDS

INSTRUMENT # 1694598 3 PGS

2000 JUL 19 12:29 PM BK 2302 PG 1168

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA

CLERK2 Receipt#022230

Doc Stamp-Deed: 35.00

By: *[Signature]* D.C.

This Special Warranty Deed Made the 18th

day of July, 2000, by

GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic,

existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 490, Station 48, Gainesville, FL 32602-0490, hereinafter called the grantor, to

GAINESVILLE COMMERCE CENTER LIMITED PARTNERSHIP, a Florida limited partnership,

whose post office address is 502 N. W. 16th Avenue, Gainesville, FL 32601, and whose federal tax identification number is: hereinafter called the grantee:

(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:

See Exhibit "A" - Legal Description, which is 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, 1999, and except for covenants, easements and restrictions of record.

REVERSIONARY CLAUSE: The Conveyance herein granted shall automatically revert to Grantor in the event the Grantee fails to complete construction of the Commerce Building Project, as defined in that certain Agreement for Development and Disposition of Property dated March 19, 1999, and amended May 4, 2000, between City of Gainesville, Florida, the Grantor herein and the Grantee herein, by April 30, 2001.

Property Appraisers Parcel Number(s): 14672-000-000 and part of 14707-000-000

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)

GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

Signed, sealed and delivered in our presence as witnesses:

[Signature]
Print Name Glenda T. Currie

By: *[Signature]*
WAYNE BOWERS, Executive Director

[Signature]
Print Name TIMOTHY M. VAUGHAN

This Instrument Prepared by, and return to:
WAYNE P. CASTELLO
ATTORNEY AT LAW
2772 NW 43 STREET, STE W
GAINESVILLE, FLORIDA 32606
#2 99-384 146

APPROVED AND CORRECTED
[Signature]
PATRICIA M. CANNON, COUNTY CLERK
GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY

JUL 18 2000

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19th day of July, 2000, by WAYNE BOWERS, Executive Director, of the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, on behalf of the agency. He is personally known to me or has produced a Driver's License as identification and did not take an oath.

Conchi M. Ossa

Notary Public, State of Florida
My Commission expires:
My Commission number:



Conchi M. Ossa
MY COMMISSION # 0000000000 EXPIRES
December 1, 2001
BONDED THROUGH FARM INSURANCE, INC.

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

EXHIBIT "A" - Legal Description

Block 6, Range 4, LESS the South 85 feet thereof and LESS the North 100 feet of the East 66.67 feet thereof.

ALSO the South 20 feet of Block 6, Range 5.

ALSO the North Half (N 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street.

ALSO the South Half (S 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street, LESS the East 66.67 feet thereof.

ALSO the South 20 feet of the West Half (W 1/2) of Northeast 4th Street that lies between Northeast 1st Avenue and Northeast 2nd Avenue.

All lying and being in ORIGINAL GAINESVILLE, as per plats recorded in Deed Book "H", Page 383 and Plat Book "A", Page 61, of the Public Records of Alachua County, Florida.

SUBJECT TO that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 981438, filed October 8, 1999, in Official Records Book 2257, Pages 2209 through 2214, inclusive, of the Public Records of Alachua County, Florida.

SUBJECT TO that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 3183, filed October 19, 1999, in Official Records Book 2259, Pages 833 through 836, inclusive, of the Public Records of Alachua County, Florida.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1772926 4 PGS
2001 AUG 03 03:57 PM BK 2377 PG 501
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK4 Receipt#061637
Doc Stamp-Deed: 0.70
By: *Lawson Egerton* D.C.

Recording: \$ 10.50 19.50
Documentary Stamps: \$ 1.70
\$ 11.20 20.20

THIS INSTRUMENT PREPARED BY:

John H. Haswell, Esquire
Chandler, Lang & Haswell, P.A.
Post Office Box 23879
Gainesville, Florida 32602

RETURN
TO: ↓

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 27th day of July, 2001, by GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida, having its principal place of business at Post Office Box 490, Station 48, Gainesville, Florida 32602-0490, hereinafter referred to as the "Grantor", to GAINESVILLE COMMERCE CENTER LIMITED PARTNERSHIP, a Florida limited partnership, whose address is 502 NW 16th Avenue, Gainesville, Florida 32601, and whose federal tax identification number is 59-3574207, hereinafter referred to as "Grantee":

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Alachua, State of Florida, to-wit:

Block 6, Range 4, LESS the South 85 feet thereof and LESS the North 100 feet of the East 66.67 feet thereof.

ALSO the South 20 feet of Block 6, Range 5.

ALSO the North Half (N 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street.

ALSO the South Half (S 1/2) of Northeast 1st Avenue that lies between Northeast 3rd Street and Northeast 4th Street, LESS the East 66.67 feet thereof.

ALSO the South 20 feet of the West Half (W 1/2) of Northeast 4th Street that lies between Northeast 1st Avenue and Northeast 2nd Avenue.

All lying and being in ORIGINAL GAINESVILLE, as per plats recorded in Deed Book "H", Page 383 and Plat Book "A", Page 61, of the Public Records of Alachua County, Florida.

Tax Parcel Numbers: 14672-000-000 and part of 14707-000-000.

OFFICIAL RECORDS INSTRUMENT # 0001772926 4 PGS

The purpose of this Quit-Claim Deed is to clarify the application of the Reversionary Clause in that certain Special Warranty Deed dated July 18, 2000, filed July 19, 2000 in Official Records Book 2302, at Page 1168 of the Public Records of Alachua County, Florida. Prior to the execution of this Quit-Claim Deed, the parties hereto agreed to an extension of time for the completion of the Commerce Building Project to January 31, 2002.

This Quit-Claim Deed is intended to keep the parties in the same legal status regarding the Reversionary Clause as that status existed on April 29, 2001, and to modify and extend the completion date set forth in the Reversionary Clause to January 31, 2002 as previously agreed, provided, however, that the reversion of title shall not be automatic. If the Grantee fails to complete construction of the Commerce Building Project as defined in that certain Agreement for Development and Disposition of Property dated March 19, 1999 and as subsequently amended, on or before January 31, 2002, then, the Grantor shall have the absolute right, but not the obligation, to cause

OFFICIAL RECORDS INSTRUMENT # 0001772926 4 PGS

the title of the property to revert to the Grantor. To exercise its right to the reversionary interest, the Grantor must record an Affidavit to that effect among the Public Records of Alachua County, Florida, on or before April 30, 2002, and upon such recording, title to the subject property shall revert to the Grantor as of the date of such recording, but not otherwise. If the Grantor has not recorded such an affidavit on or before April 30, 2002, then the possibility of reversion of title shall automatically become null and void.


SUBJECT TO all easements, restrictions and other instruments of record, and real property taxes for the year 2000 and subsequent years, and that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 981438, filed October 8, 1999, in Official Records Book 2257, Pages 2209 through 2214, inclusive, of the Public Records of Alachua County, Florida, and that certain Easement reserved by the City of Gainesville, Florida, in Ordinance No. 3183, filed October 19, 1999, in Official Records Book 2259, Pages 833 through 836, inclusive, of the Public Records of Alachua County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever, provided, however, that Grantor retains its possibility of reverter as set forth in the Special Warranty Deed, as modified and extended by this Quit-Claim Deed.

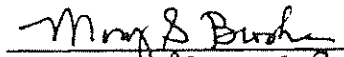
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic


Print Name: Jenny Higginbotham

By:  (SEAL)
Wayne Bowers, Executive Director


Print Name: Mary S. Braske

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that the foregoing instrument was subscribed and acknowledged before me on this day by WAYNE BOWERS, Executive Director of GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, who is personally known to me or who has produced

OFFICIAL RECORDS INSTRUMENT # 0001772926 4 PGS

_____ as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this
27th day of July, 2001.



Conchi M. Ocas
MY COMMISSION # CC000046 EXPIRES
December 1, 2001
BONDED THROUGH FAIR INSURANCE, INC.

Conchi M. Ocas

Notary Public, State of Florida

Print Name:

Commission Expiration Date:

Commission Number:

①

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1810103 2 PGS
2002 JAN 18 04:01 PM BK 2416 PG 554
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#080176
Doc Stamp-Deed: 0.70
By: *[Signature]* D.C.

Recording: \$ 10.50
Doc Stamps: \$.70
\$ 11.20

THIS INSTRUMENT PREPARED BY:

John H. Haswell, Esquire
Chandler, Lang, Haswell & Cole, P.A.
Post Office Box 23879
Gainesville, Florida 32602

RETURN
TO: ↓

**SPECIAL WARRANTY DEED
(Corporate Seller)**

THIS INDENTURE, made this 18 day of January, 2002, between **CITY OF GAINESVILLE, a municipal corporation**, of Gainesville, Alachua County, Florida, hereinafter called the "Grantor", and **GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida**, whose mailing address is: Post Office Box 490, Station 48, Gainesville, Florida 32602-0490, hereinafter called the "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration 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 heirs and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

Block 6, Range 5; and that portion of Northeast 4th Street that lies between Northeast 1st Avenue and Northeast 2nd Avenue, less the South 20 feet of the West 1/2 thereof.

All lying and being in ORIGINAL GAINESVILLE, as per plats thereof recorded in Deed Book "H", page 383, and Plat Book "A", page 61, of the Public Records of Alachua County, Florida.

Tax Parcel Numbers: 14707-000-000.

SUBJECT TO taxes for 2002 and subsequent years; restrictions and easements of record; all applicable zoning ordinances; and all other governmental rules, ordinances and regulations, statutes affecting the use of the subject property; and reservation of easement by City of Gainesville as recorded in O.R. Book 2259, Page 833 of the Public Records of Alachua County, Florida.

RESERVING unto Grantor a perpetual easement for ingress, egress, utilities and drainage and related appurtenances over, under, upon and through that portion of Northeast 4th Street from Northeast 1st Avenue to Northeast 2nd Avenue.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.


TO HAVE AND HOLD the same in fee simple forever.

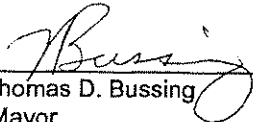
AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor; and that said land is free of all encumbrances except as stated herein.

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

ATTEST:

CITY OF GAINESVILLE, a municipal corporation


Kurt M. Lannon
Clerk of the Commission
(SEAL)

By:  (SEAL)
Thomas D. Bussing
Mayor

Approved as to form and legality:


City Attorney




STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged before me on this day by **THOMAS D. BUSSING, Mayor, on behalf of CITY OF GAINESVILLE, a municipal corporation**, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath, and who executed the foregoing on behalf of the City.

18 WITNESS my hand and official seal in the County and State last aforesaid, this day of January, 2002.




Notary Public
Print Name:
Commission Number:
Commission Expiration Date:

2

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1810104 2 PGS
2002 JAN 18 04:01 PM BK 2416 PG 556
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#080176
Doc Stamp-Deed: 70.00
By: *Sandra L. Legland* D.C.

Recording: \$ 10.50
Doc Stamps: \$ 70.00
\$ 80.50

RETURN
TO: ↓

THIS INSTRUMENT PREPARED BY:
John H. Haswell, Esquire
Ghandler, Lang, Haswell & Cole, P.A.
Post Office Box 23879
Gainesville, Florida 32602

**SPECIAL WARRANTY DEED
(Corporate Seller)**

THIS INDENTURE, made this 18th day of January, 2002, between **GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida**, of Gainesville, Alachua County, Florida, hereinafter called the "Grantor", and **GAINESVILLE COMMERCE CENTER LIMITED PARTNERSHIP, a Florida Limited Partnership**, whose mailing address is: 502 NW 16th Avenue, Gainesville, Florida 32601, hereinafter called the "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration 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 heirs and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

Block 6, Range 5; and that portion of Northeast 4th Street that lies between Northeast 1st Avenue and Northeast 2nd Avenue, less the South 20 feet of the West 1/2 thereof.

All lying and being in ORIGINAL GAINESVILLE, as per plats thereof recorded in Deed Book "H", page 383, and Plat Book "A", page 61, of the Public Records of Alachua County, Florida.

Tax Parcel Numbers: 14707-000-000.

SUBJECT TO taxes for 2002 and subsequent years; restrictions and easements of record; all applicable zoning ordinances; all other governmental rules, regulations, ordinances and statutes affecting the use of the subject property; reservation of easement by City of Gainesville as recorded in O.R. Book 2259, Page 833 of the Public Records of Alachua County, Florida, reservation of easement by the City of Gainesville, as recorded in O.R. Book 2416, at Page 554 of the Public Records of Alachua County, Florida;

AND FURTHER PROVIDED that the property shall be subject to the following restrictive covenant as provided in Section 4.03 of that certain Agreement For Development and Disposition of Property dated March 19, 1999, as subsequently amended: The use of the property shall be limited to residential uses, and there shall be no substantial changes to the building exterior of any building constructed on the property without the prior written approval of the Grantor, its successor, or assigns. This restrictive covenant shall run with the land for a period of 20 years.

AND FURTHER PROVIDED that if the Grantee fails to complete construction of the first Residential Project as defined in that certain Agreement for Development and Disposition of Property dated March 19, 1999 and as subsequently amended, on or before July 31, 2003, or such later date as the Grantor and Grantee may agree on as the deadline for completion by appropriate amendment to the Agreement, then, the Grantor shall have the absolute right, but not the obligation, to cause the title of the property to revert to the Grantor. To exercise its right to the reversionary interest, the Grantor must record an

Affidavit to that effect among the Public Records of Alachua County, Florida, on or before the 120th day following the deadline for completion ("Reversion Deadline Date"), and upon such recording, title to the subject property shall revert to the Grantor as of the date of such recording, but not otherwise. If the Grantor has not recorded such an affidavit on or before the Reversion Deadline Date, then the right of reversion of title shall automatically become null and void. Any right that Grantor may have to a reversion of title shall terminate if the Grantee completes the first Residential Project prior to Grantor's execution and recording of the affidavit referred to above.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

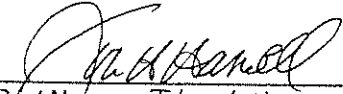
TO HAVE AND HOLD the same in fee simple forever.


AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as stated herein.

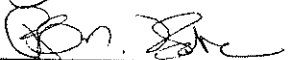
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY


Print Name: John H. Haswell

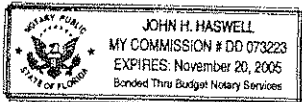
By:  (SEAL)
Wayne Bowers, Executive Director

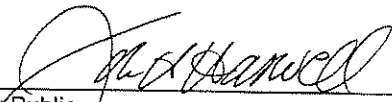

Print Name: PHILIP N. KARLER

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged before me on this day by **WAYNE BOWERS, Executive Director of the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida**, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

18th WITNESS my hand and official seal in the County and State last aforesaid, this day of January, 2002.




Notary Public
Print Name:
Commission Number:
Commission Expiration Date:

RECORDED IN OFFICIAL RECORDS ①
INSTRUMENT # 2157683 1 PG
2005 AUG 02 04:15 PM BK 3183 PG 87
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#246631
Doc Stamp-Deed: 0.70

Recording: \$ 10.00
Doc Stamps: \$.70
\$ 10.70

RETURN TO →

THIS INSTRUMENT PREPARED BY:
John H. Haswell, Esquire
Chandler, Lang, Haswell & Cole, P.A.
Post Office Box 23879
Gainesville, Florida 32602



SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this 2ND day of August, 2005, between CITY OF GAINESVILLE, a municipal corporation, whose address is: 200 East University Avenue, Gainesville, Florida 32601, hereinafter called the "Grantor", and GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida, whose mailing address is: Post Office Box 490, Station 48, Gainesville, Florida 32602-0490, hereinafter called the "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration 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 heirs and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

Lots 2, 3 and 4 of W.O. Dorsey's Subdivision of Block 7, Range 5 of Original Gainesville, as per plat thereof recorded in Plat Book "A", Page 77 of the Public Records of Alachua County, Florida.

Tax Parcel Numbers: 14714-000-000 and 14714-100-000.

SUBJECT TO taxes for 2005 and subsequent years; restrictions and easements of record; all applicable zoning ordinances; and all other governmental rules, ordinances and regulations, statutes affecting the use of the subject property; Ordinance No. 3141 (Historic Preservation) recorded in Book 1598, Page 1890; Public utilities and access easement reserved by the City of Gainesville in that part of the closed street as recorded in Book 2259, Page 833; and Matters appearing on the plat recorded in Plat Book A, Page(s) 77, including, but not limited to, any building setback lines and/or easement lying with the lot(s) described above.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it 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 as stated herein.

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

ATTEST:

Eugenia J. Fiala
Kurt M. Lannon, Clerk of the Commission
(SEAL)

CITY OF GAINESVILLE, a municipal corporation

By: *Pegeen Hanrahan* (SEAL)
Pegeen Hanrahan, Mayor

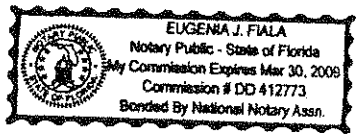
Approved as to form and legality:

[Signature] 08/02/05
City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged before me on this day by PEGEEN HANRAHAN, Mayor, on behalf of CITY OF GAINESVILLE, a municipal corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath, and who executed the foregoing on behalf of the City.

WITNESS my hand and official seal in the County and State last aforesaid, this 2ND day of August, 2005.



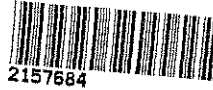
Eugenia J. Fiala
Notary Public
Print Name: EUGENIA J. FIALA
Commission Number: 412773
Commission Expiration Date: 3-30-09

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2157684 2 PGS
2005 AUG 02 04:15 PM BK 3183 PG 88
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#246631
Doc Stamp-Deed: 70.00

Recording: \$ 15.50
Doc Stamps: \$ 70.00
\$ 88.50

THIS INSTRUMENT PREPARED BY:
John H. Haswell, Esquire
Chandler, Lang, Haswell & Cole, P.A.
Post Office Box 23879
Gainesville, Florida 32602

RETURN TO →



SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this 2nd day of August, 2005, between **GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida**, whose address is: Post Office Box 490, Station 48, Gainesville, Florida 32602-0490, hereinafter called the "Grantor", and **GAINESVILLE COMMERCE CENTER LIMITED PARTNERSHIP, a Florida Limited Partnership**, whose mailing address is: 502 NW 16th Avenue, Gainesville, Florida 32601, hereinafter called the "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration 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 heirs and assigns forever the following described land, situate, lying and being in Alachua County, Florida, to-wit:

Lots 2, 3 and 4 of W.O. Dorsey's Subdivision of Block 7, Range 5 of Original Gainesville, as per plat thereof recorded in Plat Book "A", Page 77 of the Public Records of Alachua County, Florida.

Tax Parcel Numbers: 14714-000-000 and 14714-100-000.

SUBJECT TO taxes for 2005 and subsequent years; restrictions and easements of record; all applicable zoning ordinances; all other governmental rules, regulations, ordinances and statutes affecting the use of the subject property; Ordinance No. 3141 (Historic Preservation) recorded in Book 1598, Page 1890; Public utilities and access easement reserved by the City of Gainesville in that part of the closed street as recorded in Book 2259, Page 833; and Matters appearing on the plat recorded in Plat Book A, Page(s) 77, including, but not limited to, any building setback lines and/or easement lying with the lot(s) described above.

AND FURTHER PROVIDED that the property shall be subject to the following restrictive covenant as provided in Section 4.03 of that certain Agreement For Development and Disposition of Property dated March 19, 1999, as subsequently amended: The use of the property shall be limited to residential uses, and there shall be no substantial changes to the building exterior of any building constructed on the property without the prior written approval of the Grantor, its successor, or assigns. This restrictive covenant shall run with the land for a period of 20 years.

AND FURTHER PROVIDED that if the Grantee fails to complete construction of the Phase II of the Residential Project as defined in that certain Agreement for Development and Disposition of Property dated March 19, 1999 and as subsequently amended, on or before August 1, 2007, or such later date as the Grantor and Grantee may agree on as the deadline for completion by appropriate amendment to the Agreement, then, the Grantor shall have the absolute right, but not the obligation, to cause the title of the property to revert to the Grantor. To exercise its right to the reversionary interest, the Grantor must record an Affidavit to that effect among the Public Records of Alachua County, Florida, on or before the 120th day following the deadline for completion ("Reversion Deadline Date"), and upon such recording, title to the subject property shall revert to the Grantor as of the date of such recording, but not otherwise. If the Grantor has not recorded such an affidavit on or before the Reversion Deadline Date, then the right of reversion of title shall automatically become null and void. Any right that Grantor may have to a reversion of title shall terminate if the Grantee completes the first Residential Project prior to Grantor's execution and recording of the affidavit referred to above.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND HOLD the same in fee simple forever.

INSTRUMENT # 2157684
2 PGS

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as stated herein.

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:

GAINESVILLE COMMUNITY REDEVELOPMENT
AGENCY

Karen Stuvia
Print Name: Karen Stuvia

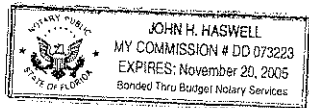
By: Barbara Lipscomb (SEAL)
Barbara W. Lipscomb, Interim Executive Director

Marynelle Hardee
Print Name: Marynelle Hardee

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed and acknowledged before me on this day by **BARBARA W. LIPSCOMB, Interim Executive Director of the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, existing under the laws of the State of Florida**, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of August, 2005.



John Haswell
Notary Public
Print Name:
Commission Number:
Commission Expiration Date: