

This Instrument Prepared by:  
Sam Bridges, Land Rights Coordinator  
City of Gainesville – Public Works #58  
Post Office Box 490  
Gainesville, Florida 32602-0490

Sections 23 & 24, Township 9 South, Range 20 East  
Adjacent to Lot 12, Airport Industrial Park, Unit II  
Plat Book "T", page 37, Alachua County Public Records

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**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the **City of Gainesville, Florida**, a municipal corporation existing under the laws of the State of Florida, with its permanent post office address at Post Office Box 490, Gainesville, Florida 32602-0490, GRANTOR, to **Florida Food Service, Inc.**, a Florida corporation, with its permanent post office address at Post Office Box 5247, Gainesville, Florida 32609, 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 wherever the context so admits or requires)*

**WITNESSETH:** That Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate and lying in the County of Alachua, State of Florida, to wit:

**Legal Description**

*A parcel of land located in the North one-half of Section 23 and 24, Township 9 South Range 20 East, Alachua County, Florida, and being more particularly described as follows:*

*Commence at a found 4"x 4" concrete monument marking the Northeast corner of Section 23 and the Northwest corner of Section 24, Township 9 South Range 20 East, Alachua County, Florida, thence along the North line of said Section 24 North 89°18'20" East a distance of 89.36 feet to a found 5/8" rebar and cap (#3524) marking the Point of Beginning, thence South 10°36'54" West a distance of 432.60 feet to the intersection with the East line of Section 23, thence continue South 10°36'54" West a distance of 333.38 feet to a set 5/8" rebar and cap (#3524) marking the Northwest corner of Lot 14 of the Airport Industrial Park Unit II (as per Plat book "T", page 37), thence North 89°18'20" East a distance of 68.86 feet to a found 5/8" rebar and cap (#3524) marking the intersection with the east line of Section 23, thence continue North 89°18'20" East a distance of 135.10 feet to a set 5/8" rebar and cap (#3524), thence North 10°36'54" East a distance of 765.98 feet to a set 5/8" rebar and cap (#3524), thence South 89°18'21" West a distance of 203.96 feet to the Point of Beginning, containing 3.52 acres more or less.*

*The subject property is not the homestead of the Grantor nor is it contiguous thereto.*

**SUBJECT** to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2007 and subsequent years.

**SUBJECT** to the following reversionary interest retained by the Grantor: If within two years from the date of recording of this Special Warranty Deed, the Grantee has failed to complete construction of a paved lot on the property conveyed herein for the off-street parking of motor vehicles and an access driveway, as an accessory use to the warehouse expansion on Grantee's adjacent property, and for no other purpose or use, title to the property conveyed herein and any improvements thereon will automatically revert back to the Grantor. Completion

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of construction shall be defined as issuance of a Certificate of Completion for the site plan that includes the parking lot. Within 30 days of the reversion of title, the Grantor will pay to the Grantee the purchase price paid by the Grantee to Grantor, less the sum of \$5,000 as agreed upon liquidated damages, as full consideration for title to revert to the Grantor.

**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, except as set forth herein, that at the time of delivery of this deed the land was free from all encumbrances made by it, and that it will warrant and defend the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

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

Signed, sealed & delivered  
In the Presence of:

CITY OF GAINESVILLE, FLORIDA  
A Florida Municipal Corporation

Debra Hirneise

Pegeen Hanrahan

Witness

Pegeen Hanrahan, City Mayor

Print Name Debra Hirneise

Sharon D. Williams

Witness

**APPROVED AS TO FORM AND LEGALITY**  
By: Nicelle M. Smith  
Nicolle M. Smith, Asst. City Atty. III  
City of Gainesville, Florida

Print Name Sharon D. Williams

ATTEST:

Kurt M. Lannon  
Kurt M. Lannon, Clerk of the Commission

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this 16 day of January, 2007, by Pegeen Hanrahan and Kurt M. Lannon, the City 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, and acknowledged that as such officers, and pursuant to authority from 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  
Notary Public, State of Florida  
My Commission Expires:

