

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

Tax Parcel 11317-000-000
Section 3, Township 10 South, Range 20 East

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the ____ day of _____, 2018, 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 **Alachua Habitat for Humanity, Inc.**, a Florida Non Profit Corporation, whose mailing address is 2317 Southwest 13th Street, Gainesville, Florida 32608, **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

That parcel of land as contained in Official Records Book 2399, Page 17 of the Public Records of Alachua County, Florida, being described as follows:

NEW GAINESVILLE PB A-66 N 50 FT OF S 220 FT OF W 145 FT OF E 165 FT OF LOT 94 OR
925/282

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

Containing 7,250 square feet, more or less.

SUBJECT to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2011 and subsequent years.

GRANTOR hereby retains a Public Utility Easement over the Easterly Ten (10.0) feet of the land described above.

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

This conveyance is made expressly subject to the Grantor's absolute right, but not obligation, to cause the title to the subject property to revert to the Grantor, if the Grantee does not: 1) complete construction and receive a certificate of occupancy for at least one single family dwelling on the subject property within two years from the date of execution of this deed (the "Completion Date"); or 2) convey the subject property with the constructed dwelling within ninety days of the Completion Date to a person who qualifies as a "first-time homebuyer" and "low income family[ies]" as those terms are defined in 24 Code of Federal Regulation Part 92, Subpart A, Section 92.2 (2009) and who occupies the dwelling as his/her principal residence within thirty days of the conveyance. To exercise its right to the reversionary interest, the Grantor shall record an affidavit to that effect in the public

records of Alachua County, Florida on or before the 120th day following the Completion Date (the "Reversion Deadline Date") and upon such recording, title to the 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 shall automatically become null and void, and the Property shall be automatically released of such reversionary interest. The foregoing provision shall be self-operative. In addition, the Grantor agrees to execute, at the Grantee's request upon complete performance by Grantee, a recordable release evidencing the termination of such right of reversion.

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

Sharon D. Williams

Witness

Lauren Poe, Mayor

Print Name Sharon D. Williams

Shaneel Jones

Witness

APPROVED AS TO FORM AND LEGALITY
By: Sean M. McDermott 1/17/18
Assistant City Attorney II
City of Gainesville, Florida

Print Name Shaneel Jones

ATTEST:

Michelle L. Lannan
Kurt M. Lannan, Clerk of the Commission
Michelle D. Gaivey

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of January, 2018, by LAUREN POE and KURT M. LANNON, 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, who acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal for and on behalf of 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
State of Florida
My Commission Expires: 10/25/2019

