

Recording requested by
and when recorded mail to:

Prepared by:

Benjamin Lorber
Assistant Regional Counsel
General Services Administration
77 Forsyth Street SW, Suite 600
Atlanta, GA 30303
GSA Control No. 4-U-FL-1340-AB

QUITCLAIM DEED

THIS INDENTURE, made as of this _____ day of _____, 2024, between the **between the COUNTY OF ALACHUA, FLORIDA**, (“Alachua County”), whose mailing address is whose mailing address is 12 SE 1st Street, Gainesville, FL 32601, hereinafter referred to as “Grantor,” and _____, an individual, whose mailing address is _____, hereinafter referred to as the “Grantee”.¹

WITNESSETH

The Grantor, in consideration of _____
_____ received from the Grantee, the receipt and sufficiency of which is hereby acknowledged, does give, grant, quitclaim and convey unto the Grantee, its successors and assigns, in fee simple, without representation or warranty, expressed or implied, except as expressly stated herein, that certain property situated within the County of Alachua in Gainesville, Florida, consisting of one parcel of land containing approximately 4.6 acres of land formerly known as the “FAA ED7 Radio Communications Link Repeater Site” situated in the County of Alachua, State of Florida, with an address of 4500 Southeast 122nd Terrace, Gainesville, FL 32641 (the “Property”), and more particularly described in Exhibit “A,” which is attached hereto, made a part hereof, and consists of two (2) pages.

¹ Wherever in this instrument or the terms "Grantee" or "Grantees" are used, they shall be construed to represent either singular or plural, as the case or context may demand. In addition, the singular shall include the plural and the plural the singular where context shall so require. The term "Grantor" refers to Alachua County. The terms “land”, or “Property”, and the real estate described in Exhibit “A” shall be referred to interchangeably. The parcels or tracts, or areas specified in any attachments shall be indicated and referred to where the case so demands.

IT BEING the same tract or parcel of land conveyed to the Grantor from:

The United States of America by deed dated March 21, 2019, and recorded in the Office of the Clerk of Court Alachua County, Florida in Book 4672, Page 475.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

“AS IS, WHERE IS”

a. Grantee agrees and acknowledges that Grantor is selling the property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the property available for inspection by Grantee and Grantee’s representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of Grantor or the United States of America, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions. except as set forth in the contract, Grantee is relying solely and wholly on Grantee’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the property.

b. No employee or agent of Grantor or the United States of America is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Grantor or the United States of America, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor or the United States of America be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

c. Nothing in this “as is, where is” provision will be construed to modify or negate the United States of America’s existing obligations under the CERCLA covenant or any other statutory obligations.

SUBJECT TO the following matters set forth in the Quitclaim Deed dated March 21, 2019, conveying the Property from the United States of America to Alachua County:

1. Easement as shown in OR Book 1400, Page 919;
2. Easement as shown in OR Book 1393, Page 916;
3. Easement as shown in OR Book 1007, Page 84;
4. Right of Way Deed as shown in OR Book 1937, Page 1693.

SUBJECT ALSO TO any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, including but not limited to rights-of-way for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein, and any matters which a detailed survey and inspection would reveal.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its successors and assigns, in fee simple, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

[Signature pages follow.]

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, by its authorized the Chair of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:
Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

WITNESSES:

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of Florida, do hereby certify that this day personally appeared before me in the state and county aforesaid with whom I am personally acquainted, for and on behalf of ALACHUA COUNTY, who acknowledged she executed, signed and delivered the foregoing document dated the _____ day of _____, 2024, after being authorized to do so.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public
Notary Registration No. _____

My commission expires: _____

[NOTARY SEAL]

ACCEPTANCE

I, _____ the GRANTEE, hereby accept this Quitclaim Deed and by such acceptance agrees to all the terms and conditions thereof.

Executed this _____ day of _____, 2024.

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY, that on this ___ day of _____, in the year 2024 before the subscriber, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purposes therein contained, by signing their respective names.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Exhibit "A"

Legal Description

Former FAA ED7 RCLR SITE
4500 Southeast 122nd Terrace
Gainesville, FL 32641
GSA Control Number: 4-U-FL-1340-AB

A parcel of land lying in Section 23, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Commence at the NE corner of Section 27, Township 10 South, Range 21 East, as a point of reference and run S. 01° 27' 07" E., along the East line of said section 459.74 feet, to the centerline of State Road No. 20 (100' R/W), thence run N. 77° 57' 3" W., along said centerline 1044.48 feet, thence run N. 12° 02' 47" E., 50.00 feet to the Northerly right of way line of State Road No. 20, thence continue N. 12° 02' 47" E., 376.78 feet, thence N. 03° 50' 03" W., 174.27 feet to the Point of Curve (P.C.) of a curve having a radius of 619.92 feet and being concave to the East; thence run Northerly along the arc of said curve an arc distance of 313.17 feet (through a central angle of 28° 56' 39" and a chord of N. 10° 38' 16" E., 309.85 feet) to the Point of Tangency (P.T.) of said curve, thence run N. 25° 06' 36" E., 1229.33 feet to the P.C. of a curve having a radius of 598.88 feet and being concave to the West, thence run Northerly along the arc of said curve an arc distance of 386.05 feet (through a central angle of 36° 56' 03" and a chord of N. 06° 38' 34" E., 379.40 feet) to the P.T. of said curve thence run N. 11° 49' 27" W., 188.15 feet to the P.C. of a curve having a radius of 319.14 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 211.86 feet, (through a central angle of 38° 02' 09" and a chord of N. 07° 11' 38" E., 207.99 feet) to the P.T. of said curve, thence run N. 26° 12' 42" E., 1447.32 feet, thence run N. 19° 51' 33" E., 428.59 feet, thence run N. 47° 25' 09" W., 30.00 feet to the Point of Beginning, thence continue N. 47° 25' 09" W., 400.00 feet, thence run N. 42° 34' 51" E., 500.00 feet, thence run S. 47° 25' 09" E., 400.00 feet, thence run S. 42° 34' 51" W., 500.00 feet to the Point of Beginning.

TOGETHER WITH a strip of land for an access easement lying in Section 22, 23 and 27, Township 10 South, Range 21 East, Alachua County, Florida being more particularly described as follows:

Commence at the NE corner of said Section 27 as a point of reference and run S. 01° 27' 07" E., along the East line of said Section 459.74 feet to the centerline of State Road No. 20 (100' R/W), thence run N. 77° 57' 13" W., along said centerline 1044.48 feet, thence run N. 12° 02' 47" E., 50.00 feet to the Northerly right of way line of State Road No. 20 and the Point of Beginning of the centerline of said access easement, said easement being 40.00 feet wide and lying 20.00 feet to the left and 20.00 feet to the right of the following centerline; from said Point of Beginning, run N. 12° 02' 47" E., 376.78 feet, thence N. 03° 50' 03" W., 174.27 feet, to the Point of Curve (P.C.) of a curve having a radius of 619.92 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 313.17 feet (through a central angle of 28° 56' 39" and a chord of N. 10° 38' 16" E., 309.85 feet) to the Point of Tangency (P.T.) of said curve, thence run N. 25° 06' 36" E., 1229.33 feet to the P.C. of a curve having a radius of 598.88 feet and being concave to the West, thence run Northerly along the arc of said curve an

arc distance of 386.05 feet (through a central angle of $36^{\circ} 56' 03''$ and a chord of N. $06^{\circ} 38' 34''$ E., 379.40 feet) to the P.T. of said curve thence run N. $11^{\circ} 49' 27''$ W., 188.15 feet to the P.C. of a curve having a radius of 319.14 feet and being concave to the East, thence run Northerly along the arc of said curve an arc distance of 211.86 feet (through a central angle of $38^{\circ} 02' 09''$ and a chord of N. $07^{\circ} 11' 38''$ E., 207.99 feet) to the P.T. of said curve, thence run N. $26^{\circ} 12' 42''$ E., 1447.32 feet, thence run N. $19^{\circ} 51' 33''$ E., 428.59 feet to the end of said 40.00 foot easement and the beginning of a 50.00 foot access easement lying 30.00 feet to the left and 20.00 feet to the right of the following described line; from said point run N. $42^{\circ} 34' 51''$ E., 500.00 feet to the end of said access easement.

CERTIFICATE OF RECORDATION

STATE OF FLORIDA)
)
 COUNTY OF ALACHUA)

This is to certify that a Deed dated the _____ day of _____, 2024, from **ALACHUA COUNTY to** _____ was filed for record at _____ o'clock __.m., on the ___ day of _____, 2024, and has been recorded in Book No. _____, Page _____, of the public records of my office.

This the _____ day of _____, 2024.

Recording Division Alachua County

By: _____

PLEASE RETURN TO:

General Services Administration
 Office of Real Property Disposition (4PZ)
 77 Forsyth Street, Suite 130
 Atlanta, Georgia 30303

GSA Control No. 4-U-FL-1340-AB