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Prepared by:

SANDRA BALMER

General Services Administration  
Office of General Counsel (LD4)  
Region IV, Atlanta, Georgia

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

### QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended (formerly codified at 40 U.S.C. 484, now codified at 40 U.S.C. §§ 101 et seq.) at 40 U.S.C. §553(b)(3), and regulations and orders promulgated thereunder, Grantor, without monetary but for the good and valuable consideration of the use of the Property for emergency management response purposes pursuant to the above-cited Act and the covenants, conditions and restrictions hereafter contained, does hereby remise, release, and forever quitclaim without representation or warranty, expressed or implied, except as hereinafter stated, unto the COUNTY OF ALACHUA, a political subdivision of the State of Florida, whose address is 12 S.E. 1<sup>st</sup> Street, Gainesville, Florida, 32601-6826, Grantee, its successors and assigns, all right, title, and interest the UNITED STATES OF AMERICA has or may have, if any, in or to the unimproved real property 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 122<sup>nd</sup> Terrace, Gainesville, FL 32641 (the "Property"), and being more particularly described in Exhibit "A," which is attached, made a part hereof, and consists of two (2) pages. The Property consists of approximately 4.6 acres of unimproved land.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, excepting any right as herein specifically reserved or accepted.

The Property was acquired by the United States from Nekoosa Packaging Corporation by special warranty deed dated September 29, 1994, filed October 17, 1994, and is recorded in Official Records Book 1985, Page 0187, in Office of the Clerk of Court of Alachua County, Florida.

SUBJECT TO the following matters disclosed in the Official Records Books of the Office of the Clerk of Court, Alachua County, Florida:

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 existing easements or matters, recorded or unrecorded, including but not limited to rights-of-way for public roads, highways, railroads, pipelines, drainage and sewer lines and public utilities; including but not limited to the right of ingress and egress to the Property, and to any state of facts which may be disclosed by an inspection and a current, detailed survey of the Property described herein.

- a. Grantee agrees and acknowledges that Grantor is conveying 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 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 condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, 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 was put on notice that any prior grant and/or encumbrance may be of record and Grantee was advised to examine all public records available regarding the Property.
- b. No employee or agent of Grantor 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 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 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 Grantor’s obligation under the CERCLA covenant or any other statutory obligations.

The Grantee acknowledges that the Property is transferred pursuant to 40 U.S.C. Section 553(b)(3) for emergency management response use and that the director of the Federal Emergency Management Agency has determined the Property is required by the Grantee for such purposes. The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby conveyed, or any part thereof, that the Property will be used and maintained solely and continuously for emergency management response purposes in perpetuity and for no other purpose. In event that all or any portion of the Property ceases to be so used or maintained, Grantor or its successor in function will, at its option, have an immediate right of re-entry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America and Grantee, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging. In such event, Grantee or its successor or assignee shall execute a quitclaim deed and take all other actions necessary to return the Property in its then existing condition to the United States of America within thirty (30) days of a written request from GSA. Grantee, its successors or assigns specifically agrees to cooperate with the United States of America in the event the United States of America elects to exercise its right to revert and reenter the Property and further agrees that no judicial intervention shall be necessary to enforce the rights of the United States of America. In the event of a reversion of the Property, the Grantee or its successors or assigns agrees to provide an acceptable level of protection and maintenance for the Property until title has actually reverted.

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- 1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (iii) In the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, its successors and assigns forever, 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.

[The remainder of this page intentionally is left blank.]

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf as of this the 21<sup>st</sup> day of March, 2019.

**UNITED STATES OF AMERICA**  
Acting by and through Administrator  
of General Services

By: Lori P. Dennis  
LORI P. DENNIS  
Disposal Contracting Officer  
Real Property Utilization  
and Disposal Division  
General Services Administration  
Region IV, Atlanta, Georgia

WITNESSES:

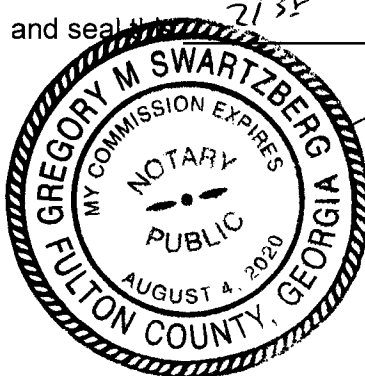
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STATE OF GEORGIA    )  
                                  )  
COUNTY OF FULTON )

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, LORI P. DENNIS, Disposal Contracting Officer, Real Property Utilization and Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, who acknowledged she executed, signed and delivered the foregoing document dated the 21<sup>st</sup> day of March, 2019, after being authorized to do so.

Given under my hand and seal this 21<sup>st</sup> day of March, 2019.



[Signature]  
Notary Public  
State of Georgia

My commission expires: 8/4/20

[Notary Seal]

**Exhibit "A"**

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 )  
                  ALACHUA )  
COUNTY OF ~~ALACHULA~~ )

This is to certify that a Quitclaim Deed dated the 27<sup>th</sup> day of March,  
2019, from the UNITED STATES OF AMERICA to the County of Alachua, Florida,  
was filed for record at 08:28 o'clock A.m., on the 27<sup>th</sup> day of March,  
2019, and has been recorded in OR Book No. 4672, page 475, of  
the public records of my Office.

This the 27<sup>th</sup> day of March, 2019.

Alachua Office of the Clerk of Court  
~~Alachula~~ County, Florida  
By: Rawhi A. Mills  
Deputy

PLEASE RETURN THIS PAGE TO:

General Services Administration  
Office of General Counsel (LD4)  
77 Forsyth Street S.W.  
Atlanta, GA 30303

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