

This instrument was prepared by the U.S. DEPARTMENT OF AGRICULTURE, Forest Service,  
Lands, Mineral and Uses Unit, 1720 Peachtree Road, NW, Suite 792S, Atlanta, GA 30309

Approved as to description, consideration, and reservations or conditions:

Signature: *Madelin Santiago* Date: 9/27/2013

**QUITCLAIM DEED**

This Deed made this ~~27~~ day of September 2013, between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR** and **HOLLEY-NAVARRE WATER SYSTEM, INC, TIN: \_\_\_\_\_ - 59 - 136096** 8574 Turkey Bluff Road, Navarre, FL 32566, hereinafter called **GRANTEE**:

**WITNESSETH:**

(Whenever used in this deed the terms "GRANTOR" and "GRANTEE" Include all the parties to this instrument and their respective heirs, successors, and assigns.)

The **GRANTOR** is authorized to convey certain National Forest System lands pursuant to the provisions of the Florida National Forest Land Management Act of 2003 (Public Law 108-152, 117 STAT. 1919), the provisions of which have been met.

NOW THEREFORE, the **GRANTOR**, for and in consideration of **ONE HUNDRED EIGHTY SIX THOUSAND and <sup>00</sup>/100 dollars (\$186,000.00)**, does hereby remise, release, and quitclaim unto the **GRANTEE**, all its right, title, interest, and claim-in and to the real property lying between Santa Clara Drive and Gordon Evans Road in the Vicinity of 6812 Gordon Evans Road, Gulf Breeze, Santa Rosa County, FL 32566, Assessor's Parcel ID Number: 38-1S-27-0000-002000-0000, more specifically described as:

**PROPERTY DESCRIPTION**

T.1S., R.27W., Section 38. (Public Law 108-152)  
S.W. ¼ of the N.W. ¼. (Property Appraiser)  
Containing 40 Acres

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This conveyance is subject to:

- 1) Easements and rights-of-way for established and existing public roads, public highways, public utilities, pipelines, and railroads, if any.
- 2) Terms and Conditions of the Florida National Forest Land Management Act of 2003.
  - a. Structure Height Limitation. Structures are not to exceed 50 feet above ground level.
  - b. Prohibition on radio frequency interference. Installation and/or use of all electromagnetic radiation devices must be coordinated and approved by the Eglin Air Force Spectrum Management Office.
  - c. Activities which produce plumes of smoke, such as industrial smoke stacks, and which may obstruct line-of-sight visibility with military aircraft are prohibited.
  - d. Activities that deliberately attract birds are prohibited. Birds, especially flocks of birds, may create dangerous obstructions to Choctaw Field air missions.
  - e. Only minimum lightning allowed for safety and security; no lightning allowed for outdoor public assembly, recreational uses, commercial sales, product display, or industrial activities. Parking light poles shall not exceed 24 feet AGL. All fixed lightning must be shielded.

Reserving to the United States of America all the interest of the United States in the oil, gas, coal, or other minerals of whatsoever nature upon, in, or under the lands together with the usual mining rights, powers, and privileges so long as they can be exercised without accessing, disturbing, or occupying said property. Said reservation does not include rights of access or occupancy.

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 for one year or more on the Property.

**GRANTOR** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **GRANTOR** hereby covenants and warrants that it shall take any remedial action found to be necessary subsequent to the date of this conveyance regarding any hazardous substance discovered on the property and attributable to activities of **GRANTOR**. This covenant shall not apply:

- (a) in any case in which **GRANTEE** is a potentially responsible party (PRP) with respect to the property; or
- (b) to the extent, but only 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** or any party in possession after the date of this conveyance that either:
  - (1) 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

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- (2) 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.

**IN THE EVENT GRANTEE** seeks to have **GRANTOR** conduct or pay for any additional response action and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligations or related expenses, **GRANTEE** shall provide **GRANTOR** at least 45-days written notice of such a claim and provide 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 **GRANTEE**.

**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.

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TO HAVE AND TO HOLD the same unto said **HOLLEY-NAVARRE WATER SYSTEM, INC.**, with all appurtenances thereunto belonging.

IN WITNESS WHEREOF, the **GRANTOR**, by its duly authorized representative has executed this Deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 Federal Register (FR) 34283 dated August 29, 1984.

**UNITED STATES OF AMERICA**

By: [Signature]  
**JEFFREY VAIL**  
Director of Lands, Minerals and Uses  
USDA Forest Service

**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton ) SS:

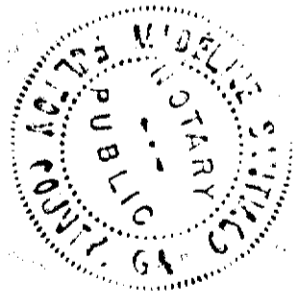
I hereby certify that on this day before me, Madeline Santiago, an officer duly authorized in the State of Georgia to take acknowledgments, personally appeared **JEFFREY VAIL** whose name as Director of Lands, Minerals and Uses, is signed to the foregoing instrument and who is known to me and acknowledged before me that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily, in the name of and on behalf of the **United States of America**.

Given under my hand and official seal this 27 day of September, 2013.

[Signature]  
Notary Public  
State of Georgia

My Commission Expires: \_\_\_\_\_  
(SEAL)

**My Commission Expires September 2, 2014**



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**ACCEPTANCE OF CONVEYANCE**

**GRANTEE**, do hereby accept this conveyance from the **UNITED STATES OF AMERICA**, acting by and through the U.S. Department of Agriculture, Forest Service.

Signed this 1 day of October, 2013

Ken Walker  
**KEN WALKER**  
**GENERAL MANAGER**  
**HOLLEY-NAVARRE WATER SYSTEM, INC.**

**ACKNOWLEDGMENT**

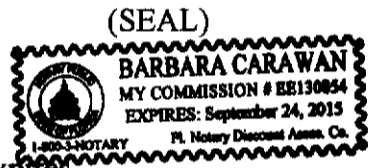
STATE OF Florida  
COUNTY OF Santa Rosa ) SS:

I, Barbara Carawan Notary Public for the aforesaid State and County, do hereby certify that personally appeared before me, Ken Walker, who is personally known to me (or proven to me based upon satisfactory evidence), who acknowledged that he is familiar with the contents of the foregoing Deed, that he is the **GRANTEE** in the foregoing Deed, and that he voluntarily executed the foregoing Acceptance in order to fully consummate the transaction described in the foregoing Deed.

On this the 1 day of October, 2013.

By: Barbara Carawan, Notary Public

Printed Name: Barbara Carawan My Commission Expires \_\_\_\_\_



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