

Wm. W. FLOUNNOY,  
Clerk  
De Funiak Springs,  
Florida.

STATE OF FLORIDA,  
COUNTY OF WALTON.

KNOW ALL MEN BY THESE PRESENTS, that the FLORIDA CHAUTAUQUA ASSOCIATION, a corporation, organized and doing business under the laws of the State of Florida, for and in consideration of the sum of (\$2000.00) TWO THOUSAND DOLLARS and other valuable consideration hereinafter stipulated, lawful money of the United States of America, to it in hand paid by the TOWN OF DE FUNIAK SPRINGS, FLORIDA, a corporation, at and before the ensembling and delivery of these presents, receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said Town of De Funiak Springs, Florida, a municipal corporation, and to its successors forever, all of its right, title and interest in and to that part of the property known as Chipley Park in the Town of De Funiak Springs, Florida, according to the map of Lake De Funiak, drawn by W. J. Van-kirk, a copy of which is on file in the office of the Clerk of the Circuit Court hereof, the same being that property known as Chipley Park which is now enclosed by a wire fence, except that part of said property upon which is located the tabernacle, or amphitheater and hall of brotherhood and a space of one hundred feet on each side of said building from Wright Avenue to the water's edge and from the rear of the auditorium to the water's edge, the said property hereby conveyed to be used as a public park only and for no other purpose whatsoever, the same to be kept free from buildings and drive-ways; provided that no buildings, fences, or other obstruction whatsoever shall be constructed, or placed, on said land between the tabernacle and the water's edge, or other by the Florida Chautauqua Association, or any other person, or persons, whatsoever.

This deed is made to stand in lieu absolutely of a former deed heretofore made by and to same parties.

IT IS UNDERSTOOD AND AGREED that the Town of De Funiak Springs, a corporation, may have and maintain a walk over the space reserved surrounding the auditorium as herein stipulated.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Presbyterian Church is the owner of that portion

of said property described in its deed, which is now of record in the office of the Clerk of the Circuit Court of Walton County, Florida, and that the Library Association is the owner of that part of said property covered by the library building as now located.

IT IS UNDERSTOOD AND AGREED AS A PART OF THE CONSIDERATION hereof that the Town of De Funiak Springs, Florida, may permit persons to use the waters of the lake within Chipley Park for boats, either motor, steam, gasoline, or naphtha, as well as those propelled by hand, oars, or paddles, provided permits shall be issued therefor upon proper and suitable condition, especially upon condition that no motor, steam, gasoline, or naphtha boat shall be operated upon the waters of said lake, within one-half hour, or during any entertainment being conducted in the amphitheater; and it is hereby agreed and provided further that one building with such additions from time to time as may be necessary may be constructed under the supervision of the Town Council for the purpose and use as a boat-house in which to be stored all such boats as may be used upon said lake; the architectural design of said building to be mutually agreed upon by the Town Council and the Directors of the Florida Chautauqua Association.

IT IS FURTHER UNDERSTOOD AND AGREED that the waters of the lake, or spring, now enclosed in the said park shall not be used for private, city, or commercial purposes, and that no pipes shall be laid over, through, or under the said park for the purpose of conveying away any of the waters of the said lake, or spring.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the said park, or any portion of it, shall be used at any time, with the knowledge and consent of the Town of De Funiak Springs, a municipal corporation, or its officers, for any other purpose than a public park, and should it ever, by the permission of the said Town, or its authorities, be used for any private purposes whatever, except, of course, those purposes appertaining to the Presbyterian Church and its property and to the Florida Chautauqua Association and its property and the Library Association and its property, that the title to this property shall revert to the Florida Chautauqua Association

immediately and they authorized to take full possession and control thereof.

IT IS FURTHER UNDERSTOOD and made a part of the conditions of this instrument that in the event any of the conditions and stipulations set forth in this deed as a part of the consideration and as one of the conditions of this conveyance shall at any time be violated by the said Town of De Funiak Springs, a municipal corporation, or its authorities, or with its, or their, knowledge, consent, or agreement, that the title to this property shall revert to the Florida Chautauqua Association, its successors, or assigns, and that in the event of such reversion of the title by reason of the failure of the said Town of De Funiak Springs, or its authorities, to carry out the agreements and stipulations herein and the title thereby revert to the Florida Chautauqua Association, that all amounts paid by the Town of De Funiak Springs to the Florida Chautauqua Association shall be held by the Florida Chautauqua Association as liquidated damages.

IT IS FURTHER UNDERSTOOD AND AGREED and made a part of the conditions of this instrument, that the said Town of De Funiak Springs, a municipal corporation, and its authorities, or either of them, will not at any time permit any booth, tent, stand, or structure of any kind, to be erected in said park and used by any person, or persons, firm, or corporation, whatsoever, for any purpose whatsoever, and neither will they permit, or allow, any hucksters, peddlers, or vendors of any kind to sell their goods, wares, or merchandise within the limits of the said park, the said Florida Chautauqua Association, upon its part, also agreeing that it will not permit any of these things to be done upon the space reserved by it surrounding the auditorium, as hereinbefore described.

IT IS FURTHER AGREED AND UNDERSTOOD and made a part of the condition of this conveyance that there will be no poles erected within the said park for the purpose of extending wires for electric light or telephone purposes, all such wires within the said park shall be placed under ground, it being the intention of the parties hereto that only such poles shall be erected as are necessary for the maintenance of stationary lights.

TO HAVE AND TO HOLD the said above described property, subject to the conditions and stipulations herein set forth, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and also all the estate, right, title and interest of whatsoever kind in law, or in equity, that the said Florida Chautauqua Association has in and to the said above described property, and every part and parcel thereof, with the appurtenances, except the said tabernacle, or auditorium and hall of brotherhood, as hereinabove excepted, and the Presbyterian Church property, as hereinabove excepted, and the Library property, as hereinabove excepted. TO HAVE AND TO HOLD all and singular the above described premises unto the said Town of De Funiak Springs, its successors, forever, to be used as a public park only, and subject to the conditions hereinabove stipulated.

IN WITNESS WHEREOF the FLORIDA CHAUTAUQUA ASSOCIATION has hereunto caused these presents to be executed by its President and attested by its Secretary by authority of a resolution of its Board of Directors, this the 3 day of April, A.D. 1913.

Signed, sealed and delivered THE FLORIDA CHAUTAUQUA ASSOCIATION

In presence of:

Kenneth Bruce  
W. B. Campbell

ATTEST:

W. B. Campbell  
SECRETARY.

State of Florida.

County of Walton.

This day before the subscriber personally appeared

Wallace Bruce and W. B. Campbell

President and Secretary respectively of the Florida Chautauqua Association, a corporation, to me well known to be the persons described and who executed the foregoing deed, and acknowledged to me that they executed the same for the purposes therein expressed, under and by virtue of a resolution of the Board of Directors of said

corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal this the 3 day of April A.D. 1913.

M. Campbell

~~Notary Public, State of Florida.~~

~~My commission expires day of \_\_\_\_\_ 19\_\_~~

*Clert K. Priming & Co. Inc.*  
*Willow County Florida.*