

This Instrument Prepared By:
Sam Bridges, Land Rights Coordinator
City of Gainesville
Public Works, MS # 58
Post Office Box 490
Gainesville, Florida 32627

Tax Parcel 15701-052-000-000
D. L. Clinch Grant, Township 10 South, Range 20 East
and Section 16, Township 10 South, Range 20 East

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2017 by the **City of Gainesville, Florida**, a municipal corporation, whose post office address is Post Office Box 490, Gainesville, Florida 32627 ("Grantor"), in favor of the **Florida Audubon Society, Inc., a Florida Not for Profit Corporation** (OWNER), whose post office address is 4500 Biscayne Boulevard, Suite 205, Miami, Florida 33137 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property. It is the intent of Grantor that the Property be used only as a passive Nature Park for the protection and observation of wildlife.
2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the

generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- (a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- (b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
6. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.
7. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Alachua County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
8. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

Nothing contained in this access easement shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the land described in Exhibit "A" resulting from natural causes beyond GRANTOR'S control, including , without limitation, fire, flood, storm and earth movement, or from any necessary action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the land described in Exhibit "A" or to persons resulting from such cases. Similarly, nothing contained in this access easement shall be construed to entitle GRANTOR to bring any action against GRANTEE for any injury to or change in the land described in Exhibit "A" resulting from natural causes beyond GRANTEE'S

control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by GRANTEE under emergency conditions to prevent, abate or mitigate significant injury to the land described in Exhibit "A" or to persons resulting from such cases.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on 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
Print Name Sharon D. Williams

Lauren Poe
Lauren Poe, Mayor

Shanika R. Young
Witness
Print Name Shanika R. Young

APPROVED AS TO FORM AND LEGALITY
By: Sean M. McDermott 10/5/17
Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida

ATTEST:

Kurt M. Lannon
Kurt M. Lannon, Clerk of the Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of October, 2017, by Lauren Poe and Kurt M. Lannon, the 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, and acknowledged 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
Notary Public, State of Florida
My Commission Expires:





EXHIBIT "A"

PARCEL I

A tract of land situated in the D. L. Clinch Grant in T 10 S, R 20 E, and in Section 16, T 10 S, R 20 E, Alachua; County, Florida, said tract of land being more particularly " described as follows:

Commence at a railroad spike at the intersection of the North line of the D. L. Clinch Grant in T 10 S, R 20 E, and the centerline of the Rocky Point Road, and run S 18 degrees 07' 00" W, along said centerline, 846.66 feet; thence run S 71 degrees 53' 00" E, 50.00 feet to the East right of way line of said Rocky Point Road; thence run Southwesterly, along said right of way line, with a curve concave Southeasterly, said curve having a central angle of 01 degree 08' 00", a radius of 34,327.50 feet, a length of 679.01 feet and a chord of S 17 degrees 33' 00" W, 679.00 feet; thence run S 16 degrees 59' 00" W, along said right of way line, 1020.49 feet; thence run S 73 degrees 01' 00" E, 270.00 feet; thence run S 16 degrees 59' 00" W, 568.02 feet to the Point of Beginning; thence continue S 16 degrees 59' 00" W, 231.98 feet; thence run S 26 degrees 01' 25" E, 186.43 feet to the most Northerly corner of Lot 10 of Colclough Hill Unit No. 2, a subdivision as recorded in Plat Book "G", Page 60 of the Public Records of Alachua County, Florida; thence run S 20 degrees 58' 26" E, 687.23 feet to the most Easterly corner of said Lot 10 of said Colclough Hill Unit No. 2; thence run N 49 degrees 51' 20" E, 150.00 feet; thence run S 40 degrees 08' 40" E, 452.32 feet to a point on the Westerly line of Lot 4 of said Colclough Hill Unit No. 2; thence run N 27 degrees 25' 45" E 553.03 feet to the most Northerly corner of Lot 1 of said Colclough Hill Unit No. 2; thence run S 62 degrees 34' 15" E, 490.00 feet to the Westerly right of way line of State Road No. 331; thence run N 27 degrees 25' 00" E, along said right of way line, 396.99 feet; thence run N 66 degrees 47' 27" W, 1679.45 feet to the Point of Beginning.

Less and except any portion thereof deeded to the Gainesville Environmental Improvement Association as per description recorded in Official Records Book 739, Page 46.

PARCEL II

A tract of land situated in the D. L. Clinch Grant, Township 10 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a railroad spike at the intersection of the North line of the D. L. Clinch Grant in Township 10 South, Range 20 East, and the centerline of the Rocky Point Road, and run S 18 degrees 07' 00" W, along said centerline, 846.66 feet; thence run S 71 degrees 53' 00" E, 50.00 feet to the East right of way line of said Rocky Point Road; thence run Southwesterly, along said right of way line, with a curve concave Southeasterly, said curve having a central angle of 01 degree 08' 00", a radius of 34,327.50 feet, a length of 679.01 feet and a chord of S 17 degrees 33' 00" W, 679.00 feet; thence run S 16 degrees 59' 00" W, along said right of way line, 243.00 feet to the Point of Beginning; thence run S 57 degrees 33' 56" E, 206.46 feet; thence run S 16 degrees 59' 00" W, 722.49 feet; thence run N 73 degrees 01' 00" W, 199.00 feet to the Easterly right of way line of said Rocky Point Road, thence run N 16 degrees 59' 00" E, along said right of way line, 777.49 feet to the Point of Beginning.

PARCEL III

A tract of land situated in the D. L. Clinch Grant in Township 10 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows:
That part of the D.L. Clinch Grant within Township 10 South, Range 20 East, Gainesville, Alachua County, Florida. being more particularly described as follows:

Exhibit "A" continued

Commence at the intersection of the North line of the said D.L. Clinch Grant with the centerline of South Main Street (State Road No. 329 - Old Rocky Point Road) for a point of reference; thence South 18 deg. 07 min. 00 sec. West, a distance of 846.66 feet to an intersection with the said centerline at the beginning of a curve concave to the East and having a radius of 34,327.50 feet; thence North 71 deg. 53 min. 00 sec. East perpendicular to the aforementioned line and being along the radius line of said curve, a distance of 50.0 feet to an intersection with the Easterly right of way line of said South Main Street; thence Southwesterly along the arc of the said curve and along the said Easterly right of way line, through an arc angle of 00 deg. 56 min. 32 sec., an arc distance of 564.51 feet; thence South 57 deg. 33 min. 56 sec. East, a distance of 209.37 feet; thence South 16 deg. 59 min. 00 sec. West, a distance of 555.0 feet to the point of beginning; thence South 22 deg. 31 min. 00 sec. East, a distance of 110.0 feet; thence North 67 deg. 29 min. 00 sec. East, a distance of 10.0 feet; thence North 06 deg. 59 min. 00 sec. East, a distance of 80.0 feet; thence North 51 deg. 59 min. 00 sec. East, a distance of 40.0 feet; thence South 38 deg. 01 min. 00 sec. East, a distance of 15.0 feet; thence South 23 deg. 59 min. 00 sec. West, a distance of 60.0 feet; thence South 03 deg. 59 min. 00 sec. West, a distance of 80.0 feet; thence North 70 deg. 59 min. 00 sec. East, a distance of 170.0 feet; thence South 79 deg. 01 min. 00 sec. East, a distance of 65.0 feet; thence South 26 deg. 01 min. 00 sec. East, a distance of 115.0 feet; thence South 09 deg. 29 min. 00 sec. West, a distance of 280.0 feet; thence South 74 deg. 29 min. 00 sec. West, a distance of 35.0 feet; thence South 39 deg. 29 min. 00 sec. West, a distance of 50.0 feet; thence South 19 deg. 29 min. 00 sec. West, a distance of 90.0 feet; thence South 02 deg. 31 min. 00 sec. East, a distance of 125.0 feet; thence South 34 deg. 31 min. 00 sec. East, a distance of 90.0 feet; thence South 04 deg. 29 min. 00 sec. West, a distance of 250.0 feet; thence South 85 deg. 31 min. 00 sec. East perpendicular to the aforementioned line, a distance of 35.0 feet; thence South 20 deg. 01 min. 00 sec. East, a distance of 135.00 feet; thence South 88 deg. 10 min. 52 sec. East, a distance of 17.97 feet; thence South 01 deg. 49 min. 08 sec. West perpendicular to the aforementioned line, a distance of 126.82 feet; thence North 66 deg. 47 min. 27 sec. West, a distance of 639.26 feet; thence North 16 deg. 59 min. 00 sec. East, a distance of 568.33 feet; thence North 73 deg. 01 min. 00 sec. West, a distance of 71.00 feet; thence North 16 deg. 59 min. 00 sec. East, a distance of 521.20 feet to the said point of beginning.

Less and except the following described parcel of land:

LEGAL DESCRIPTION

TREE HOUSE VILLAGE PARCEL "B"

A parcel of land lying inside the D. L. Clinch Grant, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection point of the center-line of South Main St. (State Road No. 329) with the North line of the said D. L- Clinch Grant; thence run South 18 degrees 07' 00" West along the said centerline of South Main Street, 846.66 ft. to a point; Thence run South 71 degrees 53' 00" East, along a line radial to the following described curve, 50.00 feet to a point on the Easterly right-of-way line of said South Main St.; said point also being the beginning of a curve concave Southeasterly having a radius of 34,327.50 ft. and a chord bearing and distance of South 17 degrees 38' 44" West, 564.51 ft.; thence run Southwesterly along the arc of said curve and along the said Easterly right-of-way line of South Main St. through a central angle of 00 degrees 56' 32" an arc distance of 564.51 ft, to a point on said Easterly right-of-way line; thence leaving said right-of-way line run South 57 degrees 33' 36" East, 209.37 ft.; Thence run South 16 degrees 59' 00" West, 407.86 ft.; thence run South 41 degrees 38' 00" East, 118.29 ft.; thence run South 10 degrees 00' 00" West, 126.86 ft.; thence run South 81 degrees 00' 00" East, 116.88 ft. to the POINT OF BEGINNING of the following described parcel; thence run North 70 degrees 59' 00" East, 18.65 ft.; thence run South 79 degrees 01' 00" East, 65.00 ft.; thence. run

Exhibit "A" continued

South 16 degrees 01' 00" East, 41.26 ft.; Thence run North 56 degrees 00' 00" West, 26.26 ft.; thence run North 00° 30' 00" East, 20.00 ft.; thence run North 81 degrees 00' 00" West, 72.12 ft. to the POINT OF BEGINNING.

Together with the following described property:

PARCEL IV

A parcel of land lying inside the D. L. Clinch Grant, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection point of the centerline of South Main St. (State Road No. 329) with the North line of the said D. L. Clinch Grant; thence run South 18 degrees 07' 00" West along the said centerline of South Main Street, 846.66 ft. to a point; Thence run South 71 degrees 53' 00" East, along a line radial to the following described curve, 50.00 feet to a point on the Easterly right-of-way line of said South Main St.; said point also being the beginning of a curve concave Southeasterly having a radius of 34,327.50 ft. and a chord bearing and distance of South 17 degrees 38' 44" West, 564.51 feet; thence run Southwesterly along the arc of said curve and along the said Easterly right-of-way line of South Main St. through a central angle of 00 degrees 56' 32" an arc distance of 564.51 ft. to a point on said Easterly right-of-way line; Thence leaving said right-of-way line run South 57 degrees 33' 56" East, 209.37 feet thence run South 16 degrees 59' 00" West, 407.86 ft. to the POINT OF BEGINNING of the following described parcel; thence run South 41 degrees 38' 00" East, 118.29 ft.; thence run South 10 degrees 00' 00" West, 126.86 ft.; thence run South 81 degrees 00' 00" East, 116.88 ft.; thence run South 70 degrees 59' 00" West, 151.34 ft.; thence run North 03 degrees 59' 00" East, 80.00 ft.; thence run North 23 degrees 59' 00" East, 60.00 ft.; thence run North 38 degrees 01' 00" West, 15.00 ft.; thence run South 51 degrees 59' 00" West, 40.00 ft.; thence run South 06 degrees 59' 00" West, 80.00 ft.; thence run South 67 degrees 29' 00" West, 10.00 ft.; thence run North 22 degrees 31' 00" West, 110.00 ft.; thence run North 16 degrees 59' 00" East, 147.17 ft. to the POINT OF BEGINNING.