

This Instrument Prepared By:
Sam Bridges, Land Rights Coordinator
City of Gainesville
Public Works, MS # 58
Post Office Box 490
Gainesville, Florida 32602-0490

Tax parcel 10859-002-000
Section 34, Township 9 South, Range 20 East

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this ____ day of _____, 2009 by **CITY OF GAINESVILLE, Florida**, a municipal corporation, whose box address is Post Office Box 490, Gainesville, Florida 32602-0490 ("Grantor"), in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 ("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 grants this conservation easement as a condition of Permit # 40-001-23475-3 issued by Grantee, to off-set certain adverse impacts to natural resources, fish and wildlife, and wetland functions; and

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.

- 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.
- 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:
 - Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
 - Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
 - Removing, destroying, or trimming trees, shrubs, or other vegetation except as authorized in a wildfire mitigation plan that has been approved in writing by the Grantee. No later than ten (10) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its

intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

- (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, its personal representative, 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. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for damage or injury to person or property, which may occur on the property, but for damage or injury caused by the Grantee, and then only to the extent sovereign immunity is waived by statute.

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.

To the extent and subject to limits, procedures, and requirements in Section 768.28, Florida Statutes, (2007) or any successor statute, GRANTEE shall be responsible for claims involving damage to persons or property within the above-described easement area allegedly caused by the negligent or intentional acts of GRANTEE's agents and employees.

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 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

Peegen Hanrahan
Peegen Hanrahan, Mayor

Shanaka B. Young
Witness
Print Name Shanaka B. Young

[Signature]
Kurt M. Lannon, Clerk of the Commission
APPROVED AS TO FORM AND LEGALITY
By: Nicolle M. Shalley
Nicolle M. Shalley, Asst. City Atty. II
City of Gainesville, Florida

ATTEST:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 1 day of July, 2009, by Peegen Hanrahan 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:

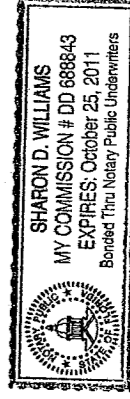


EXHIBIT A

SKETCH OF DESCRIPTION
WETLAND LOT

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE RUN NORTH 89 DEG. 06 MIN. 21 SEC. EAST ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 362.32 FEET; THENCE RUN NORTH 01 DEG. 03 MIN. 14 SEC. WEST, A DISTANCE OF 773.28 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE ABANDONED SEABOARD AIRLINE RAILROAD; THENCE RUN NORTH 29 DEG. 30 MIN. 05 SEC. EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 802.87 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12TH AVENUE (80 FOOT RIGHT OF WAY); THENCE RUN NORTH 89 DEG. 59 MIN. 33 SEC. EAST ALONG SAID NORTH RIGHT OF WAY LINE OF NORTHEAST 12TH AVENUE, A DISTANCE OF 1354.58 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEG. 55 MIN. 05 SEC. WEST, A DISTANCE OF 351.60 FEET TO THE SOUTHWEST CORNER OF THE CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2209, PAGE 1136; THENCE RUN NORTH 89 DEG. 13 MIN. 07 SEC. EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 200.00 FEET TO A POINT LYING ON THE WEST LINE OF THE REPLAT OF CEDAR GROVE, UNIT TWO, PHASE 1, PLAT BOOK T, PAGES 90 AND 91; THENCE RUN SOUTH 00 DEG. 55 MIN. 04 SEC. EAST ALONG SAID WEST LINE A DISTANCE OF 354.30 FEET; THENCE RUN SOUTH 89 DEG. 59 MIN. 33 SEC. WEST, A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.62 ACRES, 70,589 SQUARE FEET MORE OR LESS.

Survey Notes:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 34--T8S--R20E N 89°06'21" E PER DESCRIPTION.
3. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
4. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY AND WAS PREPARED FROM FIELD INFORMATION BY OTHERS AS FURNISHED TO SURVEYOR BY CLIENT.


PROJECT NUMBER: W13417
CADD DWG. FILE: W13417_SK&D_WETLAND_3-21-07.DWG

SHEET 1 OF 2
NOT VALID WITHOUT SHEETS 1 THROUGH 2

Surveyor's Certification:

I hereby certify that the attached "Sketch of Description" of the herein-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 21, 2007. I further certify that this "Sketch of Description" meets the minimum technical standards set forth in Chapter 61G17-8 of the Florida Administrative Code.

Thomas J. Galloway, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6548



Engineers
Planners
Landscape Architects
Surveyors
Construction Management

ep h e n e e r s . c o m
500 West Euliton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808
Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION CREATED	J.A.B.	3/21/07

Certificate of Authorization No. 7143

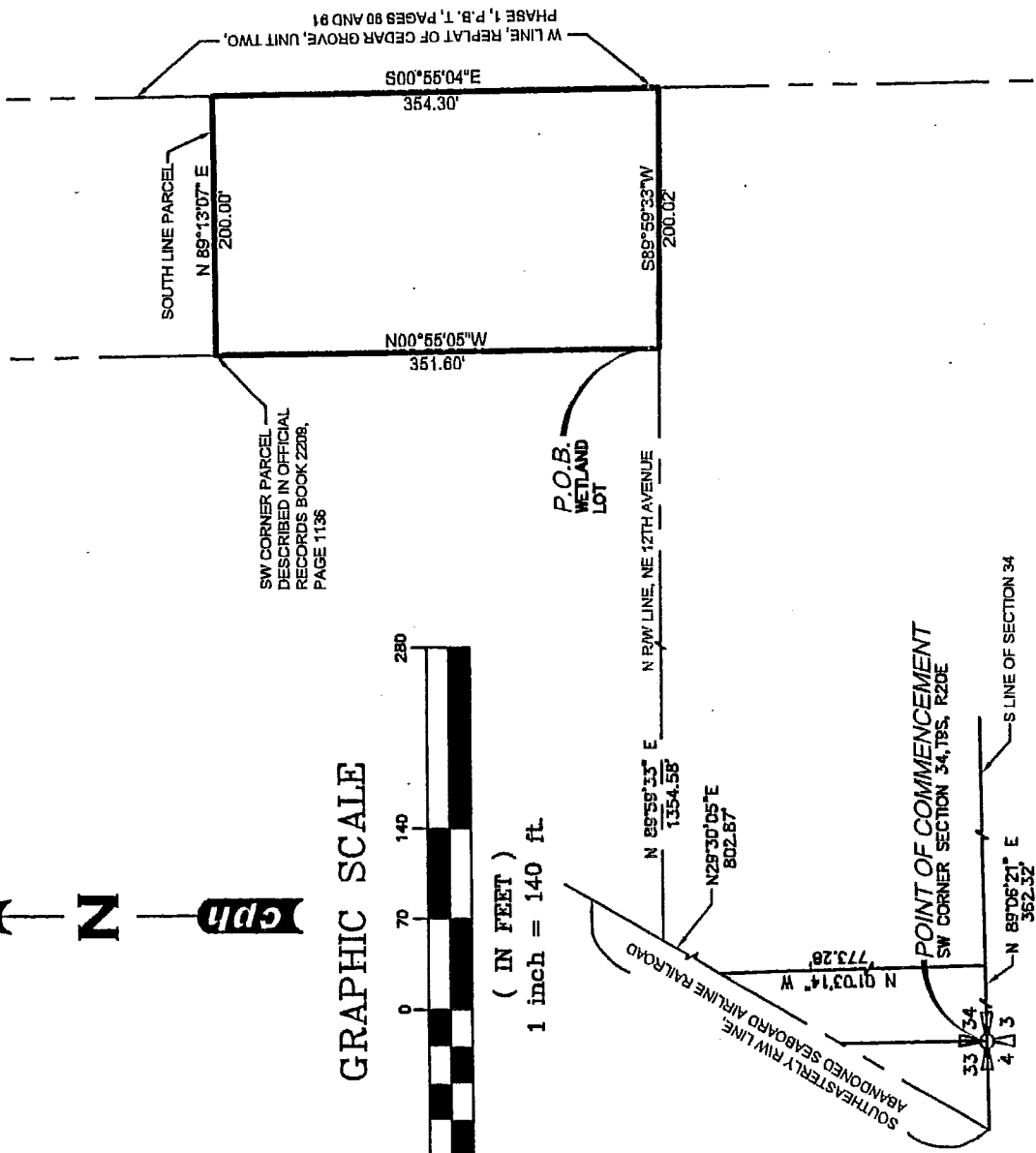
SKETCH OF DESCRIPTION WETLAND LOT



GRAPHIC SCALE



(IN FEET)
1 inch = 140 ft.



W LINE, REPLAT OF CEDAR GROVE, UNIT TWO,
PHASE I, P.B. 1, PAGES 80 AND 81

SW CORNER PARCEL
DESCRIBED IN OFFICIAL
RECORDS BOOK 2208,
PAGE 1136

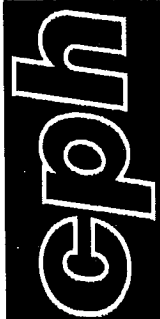
P.O.B.
WETLAND
LOT

POINT OF COMMENCEMENT
SW CORNER SECTION 34, T8S, R20E

- | | | | | |
|---------------------------------------|---------------------|-----------------------------------|---------------------------|--|
| P.R.M. - PERMANENT REFERENCE MONUMENT | A.B.R. - AIR BRIDGE | E.L. - ELEVATION | CONC. - CONCRETE | W.M. - WATER METER |
| P.O.C. - POINT OF COMMENCEMENT | P.B. - PLAT BOOK | TYP. - TYPICAL | C.L.F. - CHAIN LINK FENCE | F.H. - FIRE HYDRANT |
| P.C. - POINT OF CURVATURE | PAE - PAISE | U.E. - UTILITY EASEMENT | W.F. - WOOD FENCE | N & D - NAIL AND DISC |
| P.C.C. - POINT OF COMPOUND CURVATURE | NR - NON-RADIAL | D.E. - DRAINAGE EASEMENT | C & G - CURB & GUTTER | B.M. - BENCH MARK |
| P.T. - POINT OF TANGENCY | R. - RADIAL | F.F. - FINISHED FLOOR | TEL. - TELEPHONE RISER | F.M. - FIELD BOOK |
| P.N.T. - POINT OF NON-TANGENCY | R. - RADIUS | B.S. - BUILDING SETBACK | TELE. - TELEPHONE RISER | P.M. - FIELD BOOK |
| P.L. - POINT OF INTERSECTION | L. - ARC LENGTH | C.B.S. - CONCRETE BLOCK STRUCTURE | U.P. - LIGHT POLE | M.A. - MANHOLE |
| P.C.P. - PERMANENT CONTROL POINT | Δ - DELTA | P.P. - POWER POLE | U.P. - UTILITY RISER PAD | (A) - ACTUAL |
| P.O.L. - POINT ON LINE | R/P - RADIUS POINT | M.S. - MEASURED | N.G. - NATURAL GROUND | NSI - NO SURVEYOR IDENTIFICATION FOUND |
| T.B. - TANGENT BEARING | R/W - RIGHT-OF-WAY | (M) - MEASURED | S.D. FT. - SQUARE FEET | REC - RECOVERED |
| | C/L - CENTER LINE | (C) - CALCULATED | | |

PROJECT NUMBER: W13417
CADD DWG. FILE: W13417_SK&D_METLAND_3-21-07.DWG

SHEET 2 OF 2
NOT VALID WITHOUT SHEETS 1 THROUGH 2

 Engineers Planners Landscape Architects Surveyors Construction Management <i>w w w . c p h e n g i n e e r s . c o m</i> 500 West Fulton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808 Phone: 407.322.6841 Fax 407.330.0639	REVISION	BY	DATE
	SKETCH OF DESCRIPTION CREATED	J.A.B.	3/21/07
Certificate of Authorization No. 7143			