

## CORRECTIVE CONSERVATION EASEMENT DEED

STATE OF FLORIDA  
COUNTY OF ALACHUA

**\*\* This Corrective Conservation Easement Deed is replacing the Conservation Easement Deed recorded in Official Record Book 3945, Page 1751. The acreage of the Conservation Easement was revised to reflect 7.8 acres instead of 5.31 acres. \*\***

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection permit No. 01-223909-002-EI to dredge a total of 3.17 acres of jurisdictional wetlands for the construction of a stormwater treatment system on September 21, 2005, the **City of Gainesville** (Grantor) has granted to **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Alachua County, Florida, depicted Exhibit "A" as "Wetland Creation," "Wetland Preservation and Enhancement," and "Upland Preservation and Enhancement" and described on attachments Conservation Area "A" and Conservation Area "B", totaling approximately 7.8 acres (the "Subject Property") contained within Alachua County Property Appraiser parcel number 16004-000-000.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

This grant of Conservation Easement is made subject to the following:

1. Grantor has acquired a portion of the Subject Property with partial funding from the Florida Communities Trust (FCT), and that portion of the Subject Property (the "FCT Project Site") is subject to certain limitations provided in the FCT Grant Award Agreement a/k/a the Declaration of Restrictive Covenants (as recorded in Official Records Book 2462, Page 359 in the public records of Alachua County, Florida)(the "Agreement;") and
2. As part and condition of the FCT funding, the Grantor provided and FCT approved a Management Plan for the FCT Project Site, and together with the Agreement, the terms of both are hereby incorporated herein by reference; and
3. Grantor intends that the conservation and recreation values of the FCT Project Site be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and
4. All activities by the Grantor and Grantee shall be consistent with the Agreement and Management Plan; and

5. FCT has required that the foregoing provisions be included in this Conservation Easement and FCT has reviewed and approved of this Conservation Easement in accordance with the Agreement, as evidenced by the signature of its official on the last page of this document.

It is the purpose and intent of the Conservation Easement to assure that the Subject Property (except that which has been authorized by this permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands, which are to be protected, and the uplands, shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Environmental Protection permit 01-223909-002-EI, including but not limited to creation, enhancement and maintenance of wetlands and uplands as specified mitigation in said permit, the following activities are prohibited on the Subject Property:

1. Construction or placing of building, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground, however, the Department may approve such passive recreational structures as boardwalks, gazebos, or similar piling-supported structures to additional permitting;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas, and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Subject Property in a reasonable manner and a reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominately in the vegetative and hydrologist condition as herein specified shall run with land and shall be binding upon the Grantor and its successors an assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorneys' fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine, or penalty, which may be applicable under Chapter 403 and 373, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GAINESVILLE, FLORIDA  
A Florida Municipal Corporation

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Lauren Poe, Mayor

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Omichele D. Gainey, Clerk of the Commission

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me, by means of physical presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by LAUREN POE and OMICHELE D. GAINNEY, 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, who acknowledged that 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
State of Florida, My Commission Expires: \_\_\_\_\_

**CONSERVATION EASEMENTS AT DEPOT PARK IN GAINESVILLE, FLORIDA:  
A PORTION OF TAX PARCEL NUMBER 16004**

**CONSERVATION EASEMENT "A"**

THAT PORTION OF LAND LYING IN SECTIONS 8 & 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST BEING A PART OF LANDS DESCRIBED AS PARCELS 1 AND 3 IN OFFICIAL RECORDS BOOK 2409, PAGE 1797 (HEREAFTER ABBREVIATED ORB & P) OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (HEREAFTER ABBREVIATED AS PRACF) AND PART OF PARCEL III OF THE JOHN MYERS SURVEY PROJECT NO. M-4688-99, DRAWING NO. B-703 DATED 8/30/2001 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST; THENCE N 89° 22' 27" E ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 356.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST FOURTH STREET; THENCE S 23° 54' 08" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTHEAST FOURTH STREET A DISTANCE OF 464.47 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN EASEMENT AS DESCRIBED IN ORB 838, PAGES 968-969 OF THE PRACF; THENCE S 40° 27' 17" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 14.99 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CONSERVATION EASEMENT;

THENCE THE FOLLOWING 29 COURSES (LINES 1 THRU 29 ON THE SKETCH FOUND ON SHEET THREE) AROUND THE PERIMETER OF SAID EASEMENT; 1.) CONTINUE ALONG SAID NORTHERLY LINE S 40° 27' 17" W, 961.94 FEET; 2.) LEAVING SAID NORTHERLY LINE N 62° 52' 39" W, 18.23 FEET; 3.) N 17° 51' 57" E, 36.23 FEET; 4.) N 00° 38' 42" W, 41.48 FEET; 5.) N 30° 13' 06" W, 35.88 FEET; 6.) N 50° 56' 01" W, 48.38 FEET; 7.) N 60° 18' 39" W, 47.18 FEET; 8.) N 26° 13' 28" W, 39.84 FEET; 9.) N 02° 08' 58" W, 49.70 FEET; 10.) N 83° 52' 36" W, 78.16 FEET; 11.) N 24° 06' 52" W, 73.08 FEET; 12.) N 12° 48' 32" E, 63.88 FEET; 13.) N 50° 09' 09" W, 181.42 FEET; 14.) N 15° 42' 23" E, 73.19 FEET; 15.) N 65° 08' 17" E, 72.00 FEET; 16.) S 43° 11' 29" E, 91.09 FEET; 17.) S 53° 12' 13" E, 86.42 FEET; 18.) N 79° 47' 01" E, 80.94 FEET; 19.) N 48° 49' 21" E, 151.28 FEET; 20.) N 55° 12' 52" E, 61.81 FEET; 21.) N 81° 33' 26" E, 46.13 FEET; 22.) S 69° 54' 55" E, 39.44 FEET; 23.) S 32° 17' 49" E, 54.14 FEET; 24.) S 88° 55' 11" E, 45.24 FEET; 25.) N 46° 25' 37" E, 79.78 FEET; 26.) N 52° 36' 07" E, 99.26 FEET; 27.) N 24° 44' 34" E, 99.33 FEET; 28.) N 76° 17' 33" E, 38.10 FEET; 29.) S 64° 35' 54" E, 161.03 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 6.467 ACRES, MORE OR LESS;

SHEET 1 OF 3, NOT COMPLETE WITHOUT OTHER 2 SHEETS

**CONSERVATION EASEMENT "B"**

THAT PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST BEING A PART OF LANDS DESCRIBED AS PARCELS I & III OF THE JOHN MYERS SURVEY PROJECT NO. M-4688-99, DRAWING NO. B-703 DATED 8/30/2001 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST; THENCE S 00° 54' 58" E, ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 1040.31 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN EASEMENT AS DESCRIBED IN ORB 838, PP 968-969 PRACF; THENCE S 40° 27' 17" W ALONG SAID NORTHERLY LINE, A DISTANCE OF 226.97 FEET TO A POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID EASEMENT; THENCE CONTINUE S 40° 27' 17" W ALONG A SOUTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 263.30 TO A POINT ON THE WESTERLY LINE OF PARCEL III OF THE AFOREMENTIONED MYERS SURVEY AND A POINT ON A NON TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING AND DISTANCE OF N 44° 50' 48" E, 1412.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 00' 06", A DISTANCE OF 246.60 FEET HAVING A CHORD BEARING AND DISTANCE OF N 40° 09' 20" W, 246.29 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT ALSO BEING A POINT ON A NON TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING AND DISTANCE OF N 54° 50' 39" E, 1412.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 10' 54", A DISTANCE OF 53.79 FEET HAVING A CHORD BEARING AND DISTANCE OF N 34° 03' 50" W, 53.79 FEET; THENCE N 28° 42' 26" W A DISTANCE OF 84.67 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING AND DISTANCE OF N 60° 48' 52" E, 1403.01 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 38' 13", A DISTANCE OF 456.37 FEET HAVING A CHORD BEARING AND DISTANCE OF N 19° 52' 01" W, 454.36 FEET; THENCE LEAVING SAID CURVE AND CONTINUING AROUND THE PERIMETER OF SAID CONSERVATION EASEMENT THE FOLLOWING 11 COURSES (LINES 30 THRU 40 ON THE SKETCH FOUND ON SHEET THREE); 1.) N 27° 14' 52" E, 39.24 FEET; 2.) S 50° 22' 44" E, 74.43 FEET; 3.) S 35° 30' 36" E, 66.30 FEET; 4.) S 13° 39' 14" E, 83.67 FEET; 5.) S 49° 20' 05" E, 94.43 FEET; 6.) S 33° 06' 19" E, 60.39 FEET; 7.) S 11° 27' 40" E, 64.69 FEET; 8.) S 09° 16' 29" W, 48.31 FEET; 9.) S 17° 10' 53" E, 38.84 FEET; 10.) S 10° 46' 03" E A DISTANCE OF 50.54 FEET; 11.) S 23° 47' 39" W, 96.54 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 1.378 ACRES, MORE OR LESS.