

AGREEMENT

This Agreement made this 22 day of July, 2017, between Colclough Hill, Inc., a dissolved Florida Not For Profit Corporation (OWNER), whose post office address is 6920 Southwest Cypress Lake Court, St. Augustine, Florida 32086 and the City of Gainesville, a municipal corporation of the State of Florida (CITY), P.O. Box 490, Gainesville, Florida 32627.

WITNESSETH:

WHEREAS, the OWNER owns property referred to as Alachua County Tax Parcel 15701-051-000, located in approximately the 2300 block of South Main Street, Gainesville, Florida, (the Premises), and;

WHEREAS, the OWNER's intended use for the Premises was conservation and to deter development, and;

WHEREAS, the CITY would like to combine the Premises with City's adjacent Colclough Pond Nature Park, and;

NOW, THEREFORE, in consideration of the mutual promises and consideration contained in this agreement, the parties agree as follows:

1. The OWNER agrees to convey the Premises to the City of Gainesville by means of the Warranty Deed attached as Exhibit "A".
2. The CITY agrees to grant a perpetual Conservation Easement, attached as Exhibit "B", onto the OWNER and its successors, which is to be recorded in the Public Records of Alachua County, Florida.

3. Delivery of Notice:
As to the OWNER:
Clara Nell Moser (Melton), Vice President
Colclough Hill, Inc.
6920 SW Cypress Lake Court
St. Augustine, Florida 32686

As to the CITY:
City Manager
P.O. Box 490
Gainesville, Florida 32627

4. The Agreement shall bind both parties, their partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in all this Agreement.

5. This agreement embodies the entire understanding of the parties in this regard and there are no further or other agreements or understandings, written or oral, in effect between the parties. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

In witness, the parties have executed this agreement at Gainesville, Alachua County, Florida, this 24th day of may, 2017.

For OWNER
Colclough Hill, Inc.

Clara Nell Moser

Clara Nell Moser (Melton)
Vice President

Kimberly Brunell

Witness Signature

Paula English

Witness Signature

For CITY
City of Gainesville

[Signature]

Anthony Lyons, Manager

Helen Harris

Witness Signature

Karen E. Puse

Witness Signature

APPROVED AS TO FORM AND LEGALITY

By: [Signature]

Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida

6/14/17

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

Tax Parcel 15701-051-000-000
D. L. Clinch Grant, Township 10 South, Range 20 East
and Section 16, Township 10 South, Range 20 East

WARRANTY DEED

THIS WARRANTY DEED, made this 24th day of May, 2017, 2017, between **Colclough Hill, Inc., a dissolved non-profit Florida corporation**, whose post office address is 6920 Southwest Cypress Lake Court, St. Augustine, Florida 32086, hereinafter called the Grantor, and the **City of Gainesville, Florida**, a municipal corporation, whose post office address is Post Office Box 490, Gainesville, Florida 32627, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH

That the said GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situated, lying and being in the County of Alachua, State of Florida, to wit:

DESCRIPTION

See Exhibit "A" attached hereto and made part thereof

Containing approximately 5,063.65 square feet more or less.

THE SUBJECT PROPERTY IS NOT THE HOMESTEAD OF GRANTORS NOR IS IT CONTIGUOUS THERETO.

Subject to Taxes and assessments for 2017 and subsequent years and existing easements and restrictions of record.

Tax Parcel 15701-051-000-000
D. L. Clinch Grant, Township 10 South, Range 20 East
and Section 16, Township 10 South, Range 20 East

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Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

To Have and To Hold, the same in fee simple forever.

And the GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that the said land is free of all encumbrances, except as stated herein.

In Witness Whereof, the said GRANTOR has hereunto set his hand and seal the day and year first above written,

Signed, Sealed and Delivered
In our Presence:

Colclough Hill, Inc.
a dissolved Florida non-profit corporation

Kimberly Bunnell
Witness
Print Name: Kimberly Bunnell

Clara Nell Moser
Clara Nell Moser (Melton), Vice President

Sandra English
Witness
Print Name: Sandra English

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 24th day of may, ~~2017~~-2016; by Clara Nell Moser (Melton), Vice President of Colclough Hill, Inc., who is personally known to me or has produced state id fl as identification.
M260-153-23-599-0

Heather Stevens
Notary Public, State of Florida
Print Name: Heather Stevens
My Commission Expires: 10/17/2020



Heather Stevens
Notary Public
State of Florida
My Commission Expires 10/17/2020
Commission No. GG 39464

EXHIBIT "A"

A tract of land situated in the D. L. Clinch Grant in Township 10 South, Range 20 East, and in Section 16, 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, 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; thence run S 66 degrees 47' 27" E, 3.02 feet to the Point of Beginning; thence continue S 66 degrees 47' 27" E, 1676.43 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, 3.01 feet; thence leave said right of way line and run N 66 degrees 47' 27" W, 1676.98 feet; thence run S 16 degrees 59' 00" W, 3.02 feet to the Point of Beginning.

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 15701-051-000-000
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 **Colclough Hill, Inc., a dissolved non-profit Florida corporation**, whose post office address is 6920 Southwest Cypress Lake Court, St. Augustine, Florida 32086 ("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.
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

Witness
Print Name _____

Lauren Poe, Mayor

Witness
Print Name _____

ATTEST:

Kurt M. Lannon, Clerk of the Commission

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 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.

Print Name: _____
Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"

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