

Prepared by:
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CONSERVATION EASEMENT

STATE OF FLORIDA

COUNTY OF LEON

THIS CONSERVATION EASEMENT is hereby made and entered into on this ___ day of _____, 2006, by and between, Epiphany Lutheran Church of Tallahassee, Inc., whose mailing address is 8300 Deerlake Road, West, Tallahassee, Florida, hereinafter referred to as the "Grantor", and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee".

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or materials as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation.
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 predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a responsible manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR
Epiphany Lutheran Church of Tallahassee, Inc.
[Signature]
(Signature of Officer or Agent)
PRESIDENT, RICHARD HEFFLEY
(Print Name and Title of Officer or Agent)

WITNESSES:

Sign: [Signature] Print Name: RICHARD A. BOYD
Sign: [Signature] Print Name: CYNTHIA M. HAFNER



STATE OF FL
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27 day of OCT, 2003, by RICHARD J. HEFFLEY of _____
(name of officer or agent) (name of corporation)

a _____ corporation, on behalf of the corporation. He/she is personally
(state or place of incorporation)

known to me or has produced _____ as identification.

[Signature]
(Signature of Notary)

(Print, Type or Stamp Name of Notary)
KELLY W. HORTON
MY COMMISSION # DD 202433
EXPIRES August 10, 2007
Bonded Thru Notary Public Underwriters

