This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Parcel No: 1127208510000

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Modifying and Reserving a Conservation Area (with Management Plan)

American Red Cross Facility; Future City of Tallahassee Weems Road Improvements; Future Leon County/City of Tallahassee Public Safety Complex (including Fire Station);

THIS AMENDED DECLARATION (the "Amended Declaration"), made on this ___ day of _____, 2009 by LEON COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida (the "County"), and joined in by the CITY OF TALLAHASSEE, a Florida municipal corporation, (the "City") (hereinafter the County and the City shall be collectively referred to as the "Declarants");

WITNESSETH:

WHEREAS, the County, joined by the City, caused to be recorded on March 16, 2009 at O. R. Book 3960, Page 1276, Official Records of Leon County, Florida (hereinafter any reference to O.R. or Official Records shall mean the Official Records of Leon County, Florida) a Declaration of Restrictive Covenants reserving a conservation area within the Project Area, as defined hereinafter, to run with the land in perpetuity (hereinafter the "Original Declaration"); and

WHEREAS, the County, joined by the City, wishes to replace and supersede the Original Declaration with this Amended Declaration to increase the size of the conservation area as set forth hereinafter; and

WHEREAS, the County is the owner of a tract of real property described in the Quitclaim Deed dated October 12, 1979, and recorded in Official Records Book 947, Page 1829 of the Public Records of Leon County, Florida, which is more particularly depicted and identified in **Exhibit "A"** attached hereto and incorporated herein as Section Two ("Section Two"), and which contains within its boundaries a smaller area depicted and identified therein as Section Two Part A ("Section Two Part "A"); and

WHEREAS, **Exhibit "B"**, attached hereto and incorporated herein, depicts and delineates in a bold broken line an area contained within the boundaries Section Two identified as the Project Area (the "Project Area"), within which also lies the entirety of Section Two Part A; and

WHEREAS, Section Two Part A was designated as a portion of Tom Brown Park under the First Amendment of the Parks and Recreation Agreement between the County and City, dated February 19, 2008; and

WHEREAS, notwithstanding the fact that the County is the owner of the area comprising Section Two Part A, the responsibility for the development, continuous operation, management, and maintenance of Tom Brown Park, including Section Two Part A, lies with the City by virtue of the Parks and Recreation Agreement between the Declarants dated May 10, 2005 and the First Amendment to the Parks and Recreation Agreement dated February 19, 2008 (collectively the "Parks and Recreation Agreement") which also includes provisions for the following:

- allows the City to use Section Two Part A for the purpose of providing bicycle trails to the public for recreational use;

- allows the County to retain its right to utilize any and all portions of Section Two Part A to meet greenspace requirements associated with any development that may occur on any portion of Section Two, including but not limited to the preservation of urban forest area and constructed landscape area; and

WHEREAS, the County leases a portion of the Project Area to The American National Red Cross, a nonprofit corporation (the "Red Cross"), in accordance with that certain Ground Lease Agreement for Construction of Facilities dated July 8, 2008, as evidenced by the Memorandum of Ground Lease Agreement recorded in Official Records Book 3879, Page 1663 of the Public Records of Leon County, Florida, the approximate location of which is depicted and identified in **Exhibit "B"** as the Red Cross Property (the "Red Cross Property"), upon which the Red Cross plans to construct its Red Cross Facility; and

WHEREAS, within the Project Area, adjoining the westerly boundary of the Red Cross Property is an area depicted and identified on **Exhibit "B"** as the Centers Property (the "Centers Property") upon which the Declarants plan, subject to the terms of that certain Memorandum of Agreement dated January 9, 2009, to jointly construct and operate a Public Safety Complex which may consist of a Joint Communications Center, the City's Regional Transportation Management Center, the Fire and EMS Headquarters, the County Emergency Operations Center, and, if the site configuration allows, a possible future location of a Fire Station; and

WHEREAS, within the Project Area, the City intends to make certain intersection and related roadway improvements at the corner of Weems Road and Easterwood Drive as generally depicted on **Exhibit "C"** attached hereto and incorporated herein (the "Weems Road Improvements"); and

WHEREAS, the improvements contemplated for construction within the Project Area will require the construction and installation of a stormwater pond and a stormwater conveyance system, with the pond component located in the northwesterly portion of Section Two Part A and the conveyance component located primarily in the Centers Property, and which are legally described and depicted in **Composite Exhibit "D"** attached hereto and incorporated herein (collectively the "Stormwater Facility"); and

WHEREAS, the Stormwater Facility is intended to be a regional stormwater management facility, shared exclusively by the Red Cross, the County, and the City to accommodate the conveyance, storage, treatment and collection of stormwater associated with the construction of any and all improvements within the Project Area, including those improvements currently contemplated and any that may be otherwise constructed within the Project Area; and

WHEREAS, the construction of any and all improvements within the Project Area, including those improvements currently contemplated and any that may be otherwise constructed within the Project Area, will be permitted as part of the entire Project Area with regard to conservation area requirements; and

WHEREAS, Chapter 5 – Environmental Management, of the City of Tallahassee Land Development Code, as amended, requires the reservation of a conservation area for certain on-site areas of the development to ensure that such areas will be protected and preserved; and

WHEREAS, the City of Tallahassee Growth Management Department ("the Department") has agreed with the Declarants' determination that the most appropriate location within the Project Area for a conservation area has been identified within an approximate 12.80-acre portion of Section Two Part A comprising four adjacent parcels, each of which are legally described and depicted in **Composite Exhibit "E"** (collectively the "Conservation Area"); and

WHEREAS, the County, as the Owner of Section Two Part A, joined by the City, as the party responsible for development, continuous operation, management, and maintenance of Section Two Part A, are agreeable to and desirous of declaring and securing the enforcement of restrictive covenants to perpetually protect and preserve the Conservation Area by restricting its use in accordance with the terms and conditions herein; and

WHEREAS, in accordance with the terms of the Original Declaration, the City of Tallahassee Growth Management Department has joined below in the execution of this Amended Declaration.

NOW, THEREFORE, the Declarants for and in consideration of the sum of One Dollar ($1.00) and the Department's approval of the Environmental Impact Analysis required for the construction of any and all improvements within the Project Area, including those improvements

currently contemplated and any that may be otherwise constructed within the Project Area, and in compliance with the terms and conditions thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Declarants hereby declare that all of the Conservation Area shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which shall run with the Conservation Area in perpetuity and which shall be binding on all parties having any right title or interest in the Conservation Area, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of the Declarants, the Department, and each Owner thereof. The Declarants acknowledge that this Declaration of Restrictive Covenants is being executed and recorded in connection with the Department's approval of the construction of any and all improvements within the Project Area, including those improvements currently contemplated and any that may be otherwise constructed within the Project Area.

ARTICLE I
Definitions

Section 1. "Owner" shall mean and refer to the record owner of the Conservation Area, whether one or more persons or entities, and the owner's heirs, successors, and assigns, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Declarants" shall mean and refer collectively to LEON COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, and the CITY OF TALLAHASSEE, a Florida municipal corporation, or their successors, and assigns.

Section 3. "County" shall mean and refer to LEON COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida

Section 4. "City" shall mean and refer to the CITY OF TALLAHASSEE, a Florida municipal corporation.

Section 5. "Department" shall mean and refer to the City of Tallahassee Growth Management Department.

Section 6. "Red Cross" shall mean THE AMERICAN NATIONAL RED CROSS, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Section 7. "Conservation Area" shall mean and refer to the underlying land within the boundaries of the approximate 12.80-acre portion of Section Two Part A comprising four adjacent parcels, each of which are legally described and depicted in **Composite Exhibit "E"**.

Section 8. "Project Area" shall mean and refer to the area depicted and delineated in a bold broken line in **Exhibit "B"** attached hereto and incorporated herein, which area is identified therein as the Project Area.

Section 9. "Parks and Recreation Agreement" shall mean the Parks and Recreation Agreement between the County and the City dated May 10, 2005 and the First Amendment to the Parks and Recreation Agreement dated February 19, 2008.

Section 10. "Management Plan" shall mean and refer to the Conservation Area Management Plan attached hereto and incorporated herein as Exhibit "F."

ARTICLE II
Intent and Purpose of Restrictions

Section 1. It is the purpose and intent of these restrictive covenants to provide within the Conservation Area an area where the processes of natural vegetation succession are allowed to proceed, in accordance with the approved management plan, attached hereto and incorporated herein as **Exhibit "F"** (the "Management Plan"), to produce a natural community consisting of trees, shrubs, understory vegetation, and other herbaceous vegetation with the land left undisturbed.

Section 2. It is the purpose and intent of these restrictive covenants to allow the Department to periodically inundate the portion of the Conservation Area identified as wetlands or floodplain on the attached **Exhibit "G"** map with surface waters and flood waters as each may occur.

Section 3. It is the purpose and intent of these restrictive covenants to ensure that the portions of the Conservation Area identified as wetlands on the attached **Exhibit "G"** map will be retained and maintained forever in their existing, natural, vegetative, and hydrologic condition.

ARTICLE III
Prohibited Activities

Section 1. **Prohibited Activities.** Except for any activities as authorized in the Management Plan, the following activities are prohibited on the Conservation Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on, under, or above the ground; provided,

however, that the following shall be allowed: bicycle and pedestrian trails, trail markers, and informational signs or kiosks, but not in or within fifty (50) feet of the wetlands without Department approval;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, groundcover or other vegetation, with the exception of noxious or invasive plants, such as poison ivy, briars, thorny vines, etc., and as may be required to maintain the Conservation Area in accordance with its management plan;

d. Excavation, dredging, or removing loam, peat, gravel, soil, rock, or other material substance in such manner as to affect or disturb the surface of the ground;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

g. Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical or archaeological significance.

ARTICLE IV
General Provisions

Section 1. Effective Date. These restrictive covenants shall take effect immediately upon declaration and shall run with the land in perpetuity. These restrictive covenants shall be deemed to survive unity of title. Declarants shall take no action to rescind, revoke, or otherwise nullify these restrictive covenants without the written consent of the Department.

Section 2. Reservation of Use. The Declarants reserve to themselves, their successors, and assigns all rights as either an Owner of the Conservation Area or as may be granted and reserved pursuant to the Parks and Recreation Agreement, including the right use the Conservation Area for the purpose of providing bicycle trails to the public for recreational use, and the right to engage in all uses of the Conservation Area that are not expressly prohibited herein and are not inconsistent with the purpose and intent of these restrictive covenants.

Section 3. No Public Access. No right of access by the general public to any portion of the Conservation Area is conveyed by this Declaration of Restrictive Covenants.

Section 4. Costs of Maintenance and Upkeep. The responsibility for all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Conservation Area shall be as set forth in the Parks and Recreation Agreement, as may be amended from time to time, or as may be otherwise agreed upon by the Declarants.

Section 5. Property Taxes. The Owner agrees to pay any real property taxes and assessments levied by competent authority on the Conservation Area.

Section 6. Costs of Enforcement. The Declarants intend that any costs incurred by the Department in enforcing, judicially or otherwise, the terms and restrictions of these restrictive covenants against the Declarants, their successors or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of these restrictive covenants by the Declarants, their successors or assigns, be borne by and recoverable against the Declarants, their successors or assigns; provided, however, that in the event that the Declarants are obligated to pay any such costs, such obligation shall be limited to the extent of protection afforded the Declarants by virtue of Section 768.28, Florida Statutes, and any other such applicable state or federal law. This paragraph shall not be deemed as a waiver of the Declarants' right and protection to sovereign immunity. For such time that the City manages Section Two Part "A" under the Parks and Recreation Agreement, as may be amended from time to time, or as may be otherwise agreed upon, the County shall not be responsible for the costs of enforcement, unless such costs were as a result of County activities.

Section 7. Rights of Enforcement. The Declarants intend that the enforcement of the terms and provisions of these restrictive covenants shall be at the discretion of the Department and that any forbearance on behalf of the Department to exercise its rights hereunder in the event of any violation hereof by the Declarants, their heirs, successors, personal representatives or assigns, shall not be deemed or construed to be a waiver of the Department's rights hereunder in the event of any subsequent violation.

Section 8. Assignment of Rights and Obligations. The Declarants agree that they will hold the Conservation Area exclusively for conservation purposes in accordance with these restrictive covenants and that they will not assign their rights and obligations under these restrictive covenants except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding the Conservation Area for conservation purposes.

Section 9. Severability. If any provision of these restrictive covenants or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of these restrictive covenants and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

Section 10. Notices. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certifies mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

Section 11. Recordation of Terms. The Declarants agree that the terms, conditions, restrictions, and purposes of this Declaration of Restrictive Covenants shall be recorded in the Official Records of Leon County, Florida, and shall be included in any subsequent deed or other legal instrument by which the Declarants divest themselves of any interest in the Conservation Area; and shall run with the land and be binding on the Declarants, their successors and assigns.

Section 12. Amendments. These restrictive covenants shall not be amended, waived, or discharged except by instrument in writing executed by the Declarants, the Owner, and the Department (or their respective successors and assigns), and which written document shall be recorded in the Official Records of Leon County, Florida.

Section 13. Method of Enforcement. The Department, pursuant to the Environmental Management Ordinance and other applicable provisions of the City Code and Florida Statutes, shall enforce the terms of this Declaration of Restrictive Covenants.

Section 14. Original Declaration Replaced and Superseded. This Amended Declaration shall replace and supersede in its entirety the Declaration of Restrictive Covenants executed by the Declarants and recorded on March 16, 2009 at O. R. Book 3960, Page 1276, Official Records of Leon County, Florida.

Section 15. Recitals. The recitals as set forth in the "WHEREAS" clauses above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

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[SIGNATURE PAGE FOLLOWS THIS PAGE]

Conservation Area (with Management Plan) for:
American Red Cross Facility; Future City of Tallahassee Weems Road Improvements;
Future Leon County/City of Tallahassee Public Safety Complex (including Fire Station);

TO HAVE AND TO HOLD unto the Department, its successors and assigns forever. The covenants, terms conditions, restrictions, and purposes imposed by these restrictive covenants shall be binding not only upon the Declarants but also on their agents, personal representatives, heirs, assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Conservation Area.

Signed, sealed and delivered in the presence of:

LEON COUNTY, FLORIDA

By:_____
BRYAN DESLOGE, Chairman
Board of County Commissioners

ATTESTED TO:

By:_____
ROBERT B. INZER
Clerk, Leon County, Florida

APPROVED AS TO FORM:

By:_____
HERBERT W. A. THIELE, Esq.
County Attorney

CITY OF TALLAHASSEE, a Florida municipal corporation

By:_____
JOHN R. MARKS, III
Mayor

ATTESTED TO:

By:_____
GARY HERNDON,
City Treasurer-Clerk

APPROVED AS TO FORM:

By:_____
JAMES R. ENGLISH, Esq.
City Attorney

Reviewed and Approved by City Of Tallahassee Growth Management Department:

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"

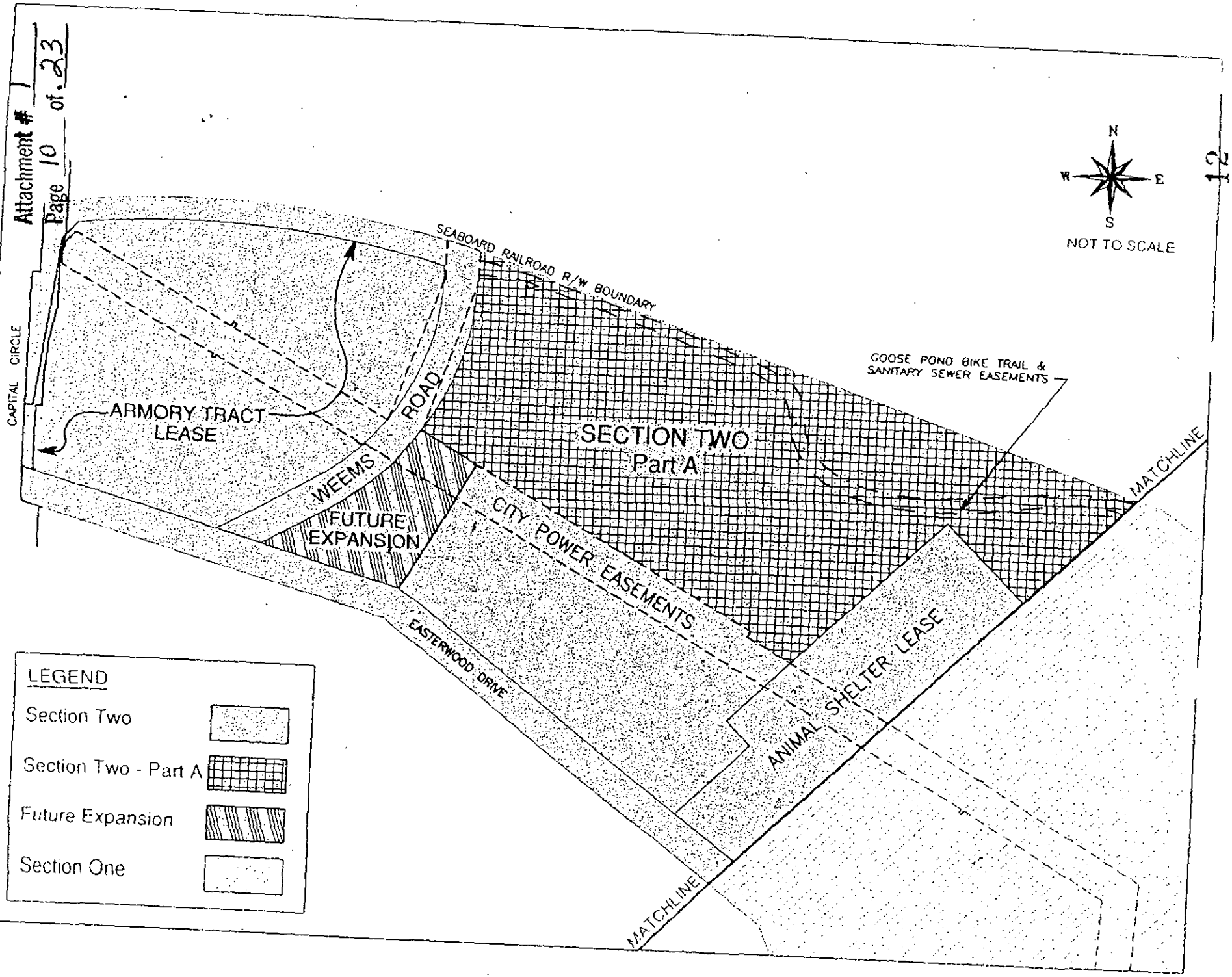
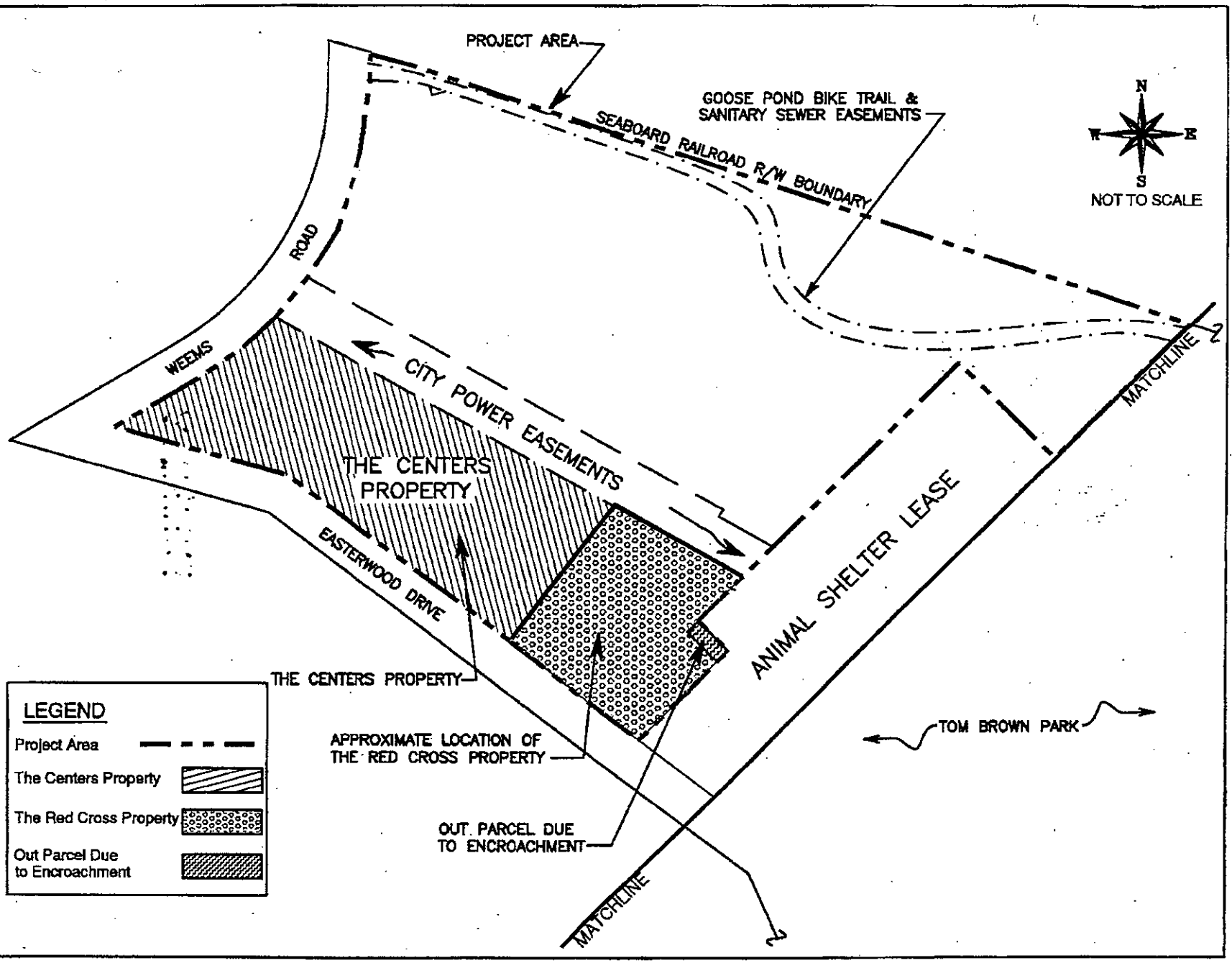

N
W
E
S
NOT TO SCALE
SEABOARD RAILROAD R/W BOUNDARY
GOOSE POND BIKE TRAIL & SANITARY SEWER EASEMENTS
CAPITAL CIRCLE
ARMORY TRACT LEASE
WEEMS ROAD
SECTION TWO Part A
FUTURE EXPANSION
CITY POWER EASEMENTS
ANIMAL SHELTER LEASE
EASTERWOOD DRIVE
MATCHLINE
MATCHLINE
LEGEND
Section Two
Section Two - Part A
Future Expansion
Section One

EXHIBIT "B"


PROJECT AREA
GOOSE POND BIKE TRAIL & SANITARY SEWER EASEMENTS
SEABOARD RAILROAD R/W BOUNDARY
N
W
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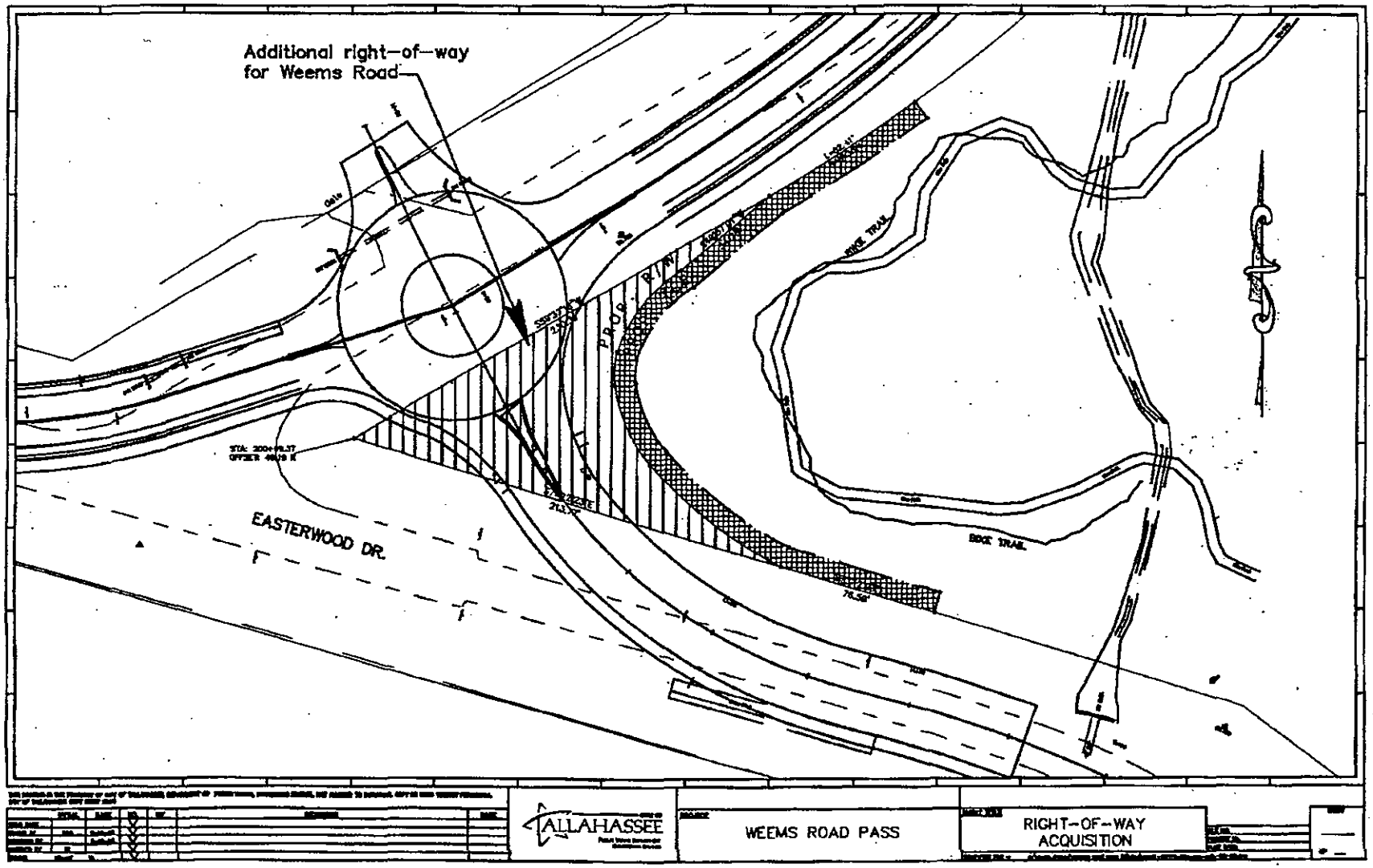
S
NOT TO SCALE
WEEMS ROAD
CITY POWER EASEMENTS
THE CENTERS PROPERTY
EASTERWOOD DRIVE
ANIMAL SHELTER LEASE
MATCHLINE
THE CENTERS PROPERTY
APPROXIMATE LOCATION OF THE RED CROSS PROPERTY
OUT PARCEL DUE TO ENCROACHMENT
TOM BROWN PARK
MATCHLINE
LEGEND
Project Area
The Centers Property
The Red Cross Property
Out Parcel Due to Encroachment

Attachment # 1
Page 12 of 23

EXHIBIT "C"



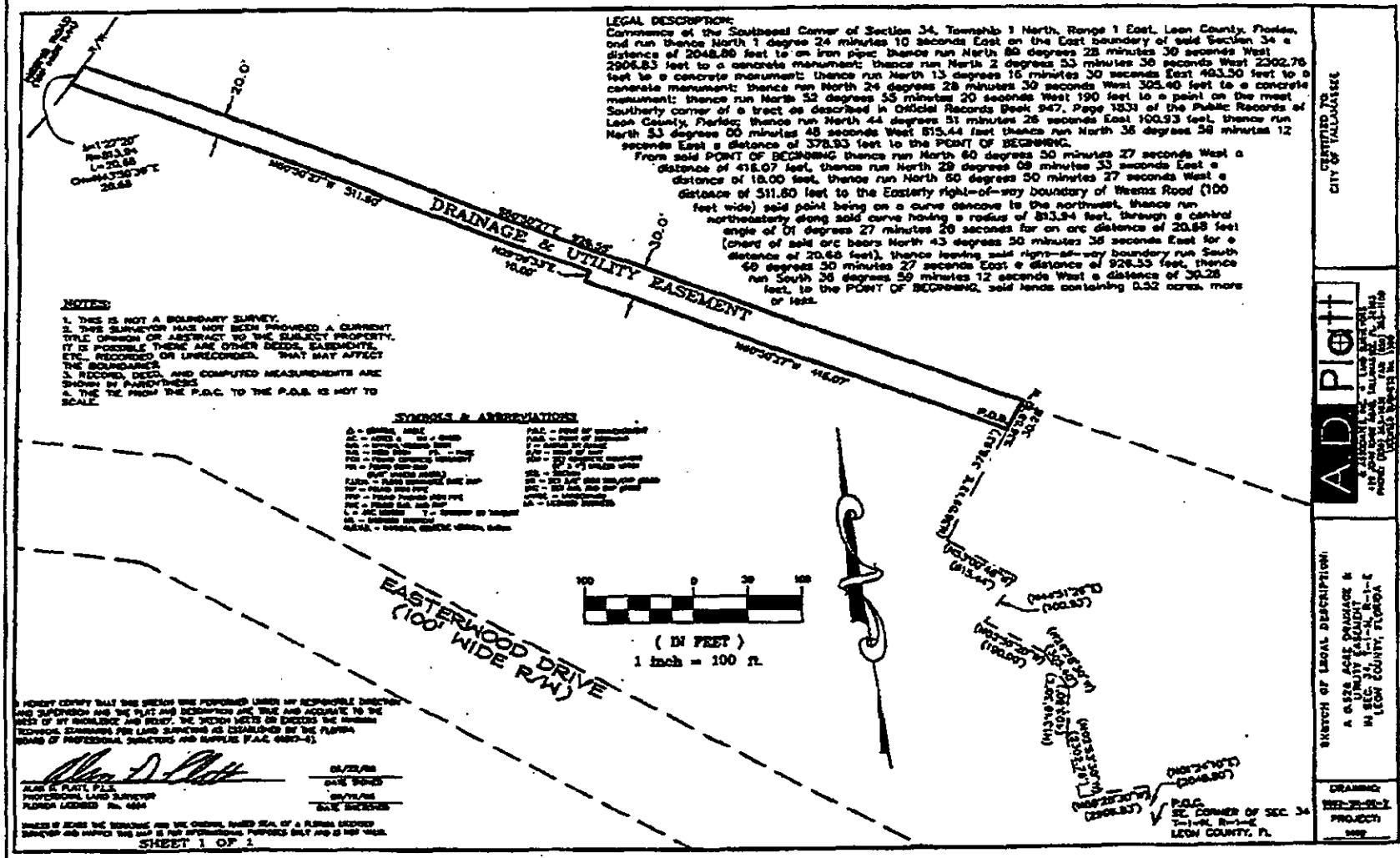
COMPOSITE EXHIBIT "D"

LEGAL DESCRIPTION:
Commence at the Southeast Corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 1 degree 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe; thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument; thence run North 2 degrees 53 minutes 36 seconds West 2302.76 feet to a concrete monument; thence run North 13 degrees 16 minutes 30 seconds East 493.50 feet to a concrete monument; thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument; thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most Southerly corner of a tract as described in Official Records Book 947, Page 1531 of the Public Records of Leon County, Florida; thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet, thence run North 53 degrees 00 minutes 48 seconds West 815.44 feet thence run North 36 degrees 58 minutes 12 seconds East a distance of 378.93 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 60 degrees 50 minutes 27 seconds West a distance of 416.07 feet, thence run North 29 degrees 09 minutes 33 seconds East a distance of 18.00 feet, thence run North 60 degrees 50 minutes 27 seconds West a distance of 511.60 feet to the Easterly right-of-way boundary of Weems Road (100 feet wide) said point being on a curve concave to the northwest, thence run northeasterly along said curve having a radius of 813.94 feet, through a central angle of 01 degrees 27 minutes 26 seconds for an arc distance of 20.68 feet (chord of said arc bears North 43 degrees 50 minutes 36 seconds East for a distance of 20.68 feet), thence leaving said right-of-way boundary run South 49 degrees 50 minutes 27 seconds East a distance of 928.55 feet, thence run South 36 degrees 59 minutes 12 seconds West a distance of 30.28 feet, to the POINT OF BEGINNING, said lands containing 0.52 acres, more or less.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESES.
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.

SYMBOLS & ABBREVIATIONS



ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4844

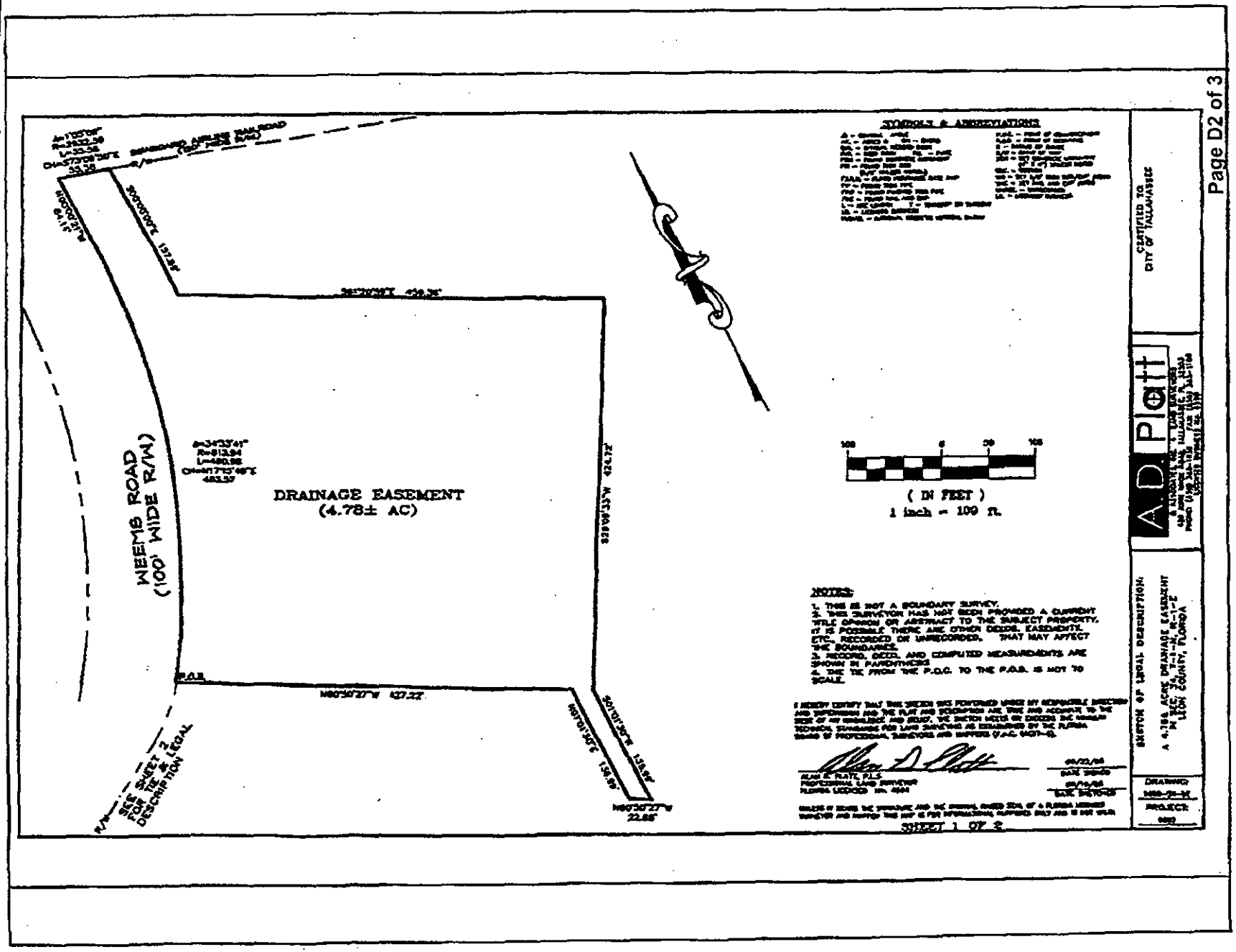
SHEET 1 OF 1

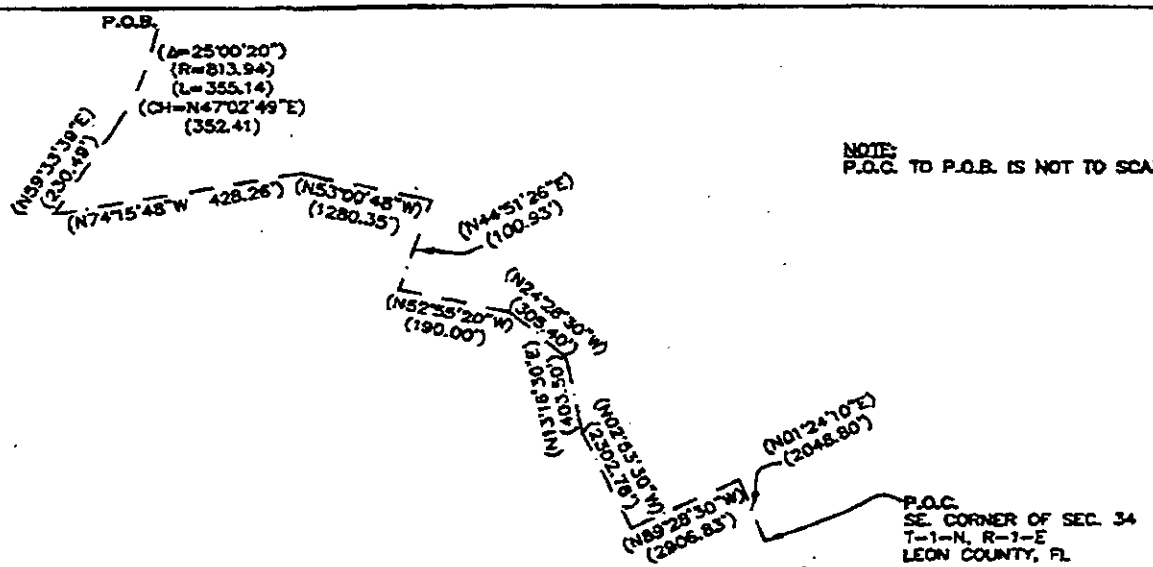
SKETCH OF LEGAL DESCRIPTION
A 0.528 ACRE DRAINAGE & UTILITY EASEMENT
IN SEC. 34, T-1-N, R-1-E
LEON COUNTY, FLORIDA

CERTIFIED TO
CITY OF TALLAHASSEE

A.D. Platt

DRAWING:
PROJECT:


DRAINAGE EASEMENT
(4.78± AC)
WEEMS ROAD
(100' WIDE R/W)
SEE SHEET 2 FOR TIE & LEGAL DESCRIPTION
P.O.B.
N60°50'27"W 427.22'
N60°50'27"W 22.68'
SYMBOLS & ABBREVIATIONS
(IN FEET)
1 inch = 100 ft.
NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.
SHEET 1 OF 2
CERTIFIED TO:
CITY OF TALLAHASSEE
A.D. Platt
SKETCH OF LEGAL DESCRIPTION:
A 4.78± ACRE DRAINAGE EASEMENT
LEON COUNTY, FLORIDA
DRAWING:
PROJECT:



NOTE:
P.O.C. TO P.O.B. IS NOT TO SCALE

LEGAL DESCRIPTION:
Commence at the Southeast corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida and run thence North 01 degrees 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe, thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument, thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument, thence run North 13 degrees 16 minutes 30 seconds East 403.59 feet to a concrete monument, thence run North 24 degrees 28 minutes 30 seconds West 395.40 feet to a concrete monument, thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most southerly corner of a tract as described in Official Record Book 947, Page 1831 of the Public Records of Leon County, Florida, thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet along the Southeast boundary of said tract to a point on the Northerly boundary of Easterwood Drive (100' wide), thence along said Northerly right-of-way boundary as follows: North 53 degrees 00 minutes 48 seconds West a distance of 1280.35 feet, thence run North 74 degrees 15 minutes 48 seconds West a distance of 428.26 feet to the Easterly right of way boundary of Weems Road (100' wide), thence run Northerly along said Easterly boundary as follows: North 59 degrees 33 minutes 39 seconds East a distance of 230.49 feet to a point on a curve concave westerly, thence northerly along said curve having a radius of 813.94 feet, through a central angle of 25 degrees 00 minutes 20 seconds, for an arc distance of 355.14 feet (the chord of said arc bears North 47 degrees 02 minutes 49 second East a distance of 352.41 feet) to a point which is the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue northerly along said Easterly right-of-way curve having a radius of 813.94 feet, through a central angle of 34 degrees 33 minutes 41 seconds through for an arc distance of 490.98 feet (said curve bearing North 17 degrees 15 minutes 49 seconds East a distance of 483.57 feet), thence run North 00 degrees 00 minutes 21 seconds West a distance of 84.14 feet to the Southerly right of way boundary of Seaboard Airline Railroad (120' wide), said point being on a curve concave southwesterly, thence run southeasterly along said curve having a radius of 2,932.59 feet, through a central angle of 01 degrees 05 minutes 59 seconds for an arc distance of 55.58 feet (chord of said arc bears South 73 degrees 02 minutes 50 seconds East, for a distance of 55.58 feet), thence leaving said railroad right of way boundary run South a distance of 158.12 feet, thence run South 51 degrees 20 minutes 58 seconds East a distance of 458.36 feet, thence run South 29 degrees 09 minutes 33 seconds West a distance of 424.72 feet, thence run South 01 degrees 01 minutes 30 seconds West a distance of 135.99 feet, thence run North 80 degrees 50 minutes 27 seconds West a distance of 22.68 feet, thence run North 01 degrees 01 minutes 30 seconds East a distance of 135.99 feet, thence run North 80 degrees 50 minutes 27 seconds West a distance of 427.22 feet, to the POINT OF BEGINNING, said lands containing 4.78 acres, more or less.

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION AND THE PLAT AND DESCRIPTIONS ARE TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 5J17-6).

ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE No. 4864

09/10/08
DATE SIGNED
09/10/08
DATE SKETCHED

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 2 OF 2

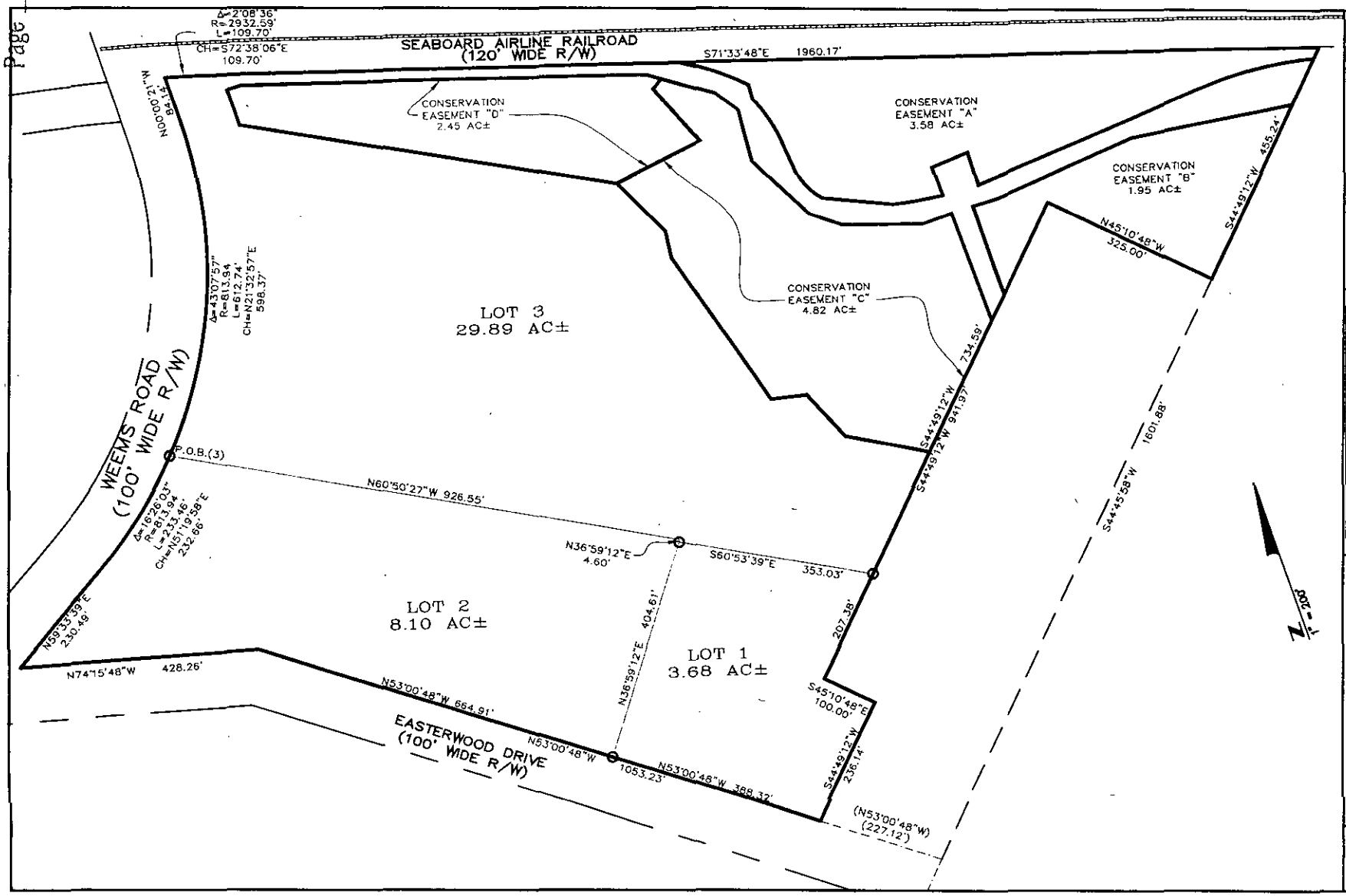
CERTIFIED TO
CITY OF TALLAHASSEE

A.D. Platt
2 TALLAHASSEE, INC. LAND SURVEYORS
400 CAPITAL CIRCLE SOUTHWEST, TALLAHASSEE, FL 32305
(850) 878-1146 FAX (850) 878-1148
LB No. 6600

SKETCH OF LEGAL DESCRIPTION:
A 4.778 ACRE DRAINAGE EASEMENT
IN SEC. 34, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING:
[illegible]
PROJECT:
[illegible]

COMPOSITE EXHIBIT "E"



CERTIFIED TO:
CITY OF TALLAHASSEE
PARADIGM ENGINEERING & CONSULTING

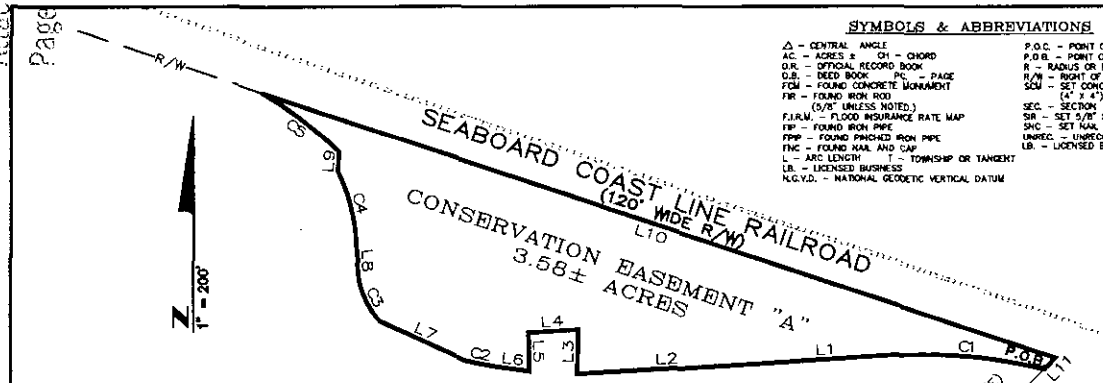
Page E1 of 6

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:

A LIMITED PARTITION LOCATED
IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING: 9682-LP
PROJECT: 9682



SYMBOLS & ABBREVIATIONS

Δ – CENTRAL ANGLE
AC. – ACRES ± CH – CHORD
O.R. – OFFICIAL RECORD BOOK
D.B. – DEED BOOK PG. – PAGE
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F.I.R.M. – FLOOD INSURANCE RATE MAP
FIP – FOUND IRON PIPE
FPIP – FOUND PINCHED IRON PIPE
FNC – FOUND NAIL AND CAP
L – ARC LENGTH T – TOWNSHIP OR TANGENT
LB. – LICENSED BUSINESS
N.G.V.D. – NATIONAL GEODETIC VERTICAL DATUM
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
R – RADIUS OR RANGE
R/W – RIGHT OF WAY
SCM – SET CONCRETE MONUMENT (4" X 4") UNLESS NOTED
SEC. – SECTION
SIR – SET 5/8" IRON ROD/CAP #6590
SNC – SET NAIL AND CAP #6590
UNREC. – UNRECORDED
LB. – LICENSED BUSINESS

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE *BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS* OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 61G17-6).

ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4664

09/25/08
DATE SIGNED

09/25/08
DATE SKETCHED

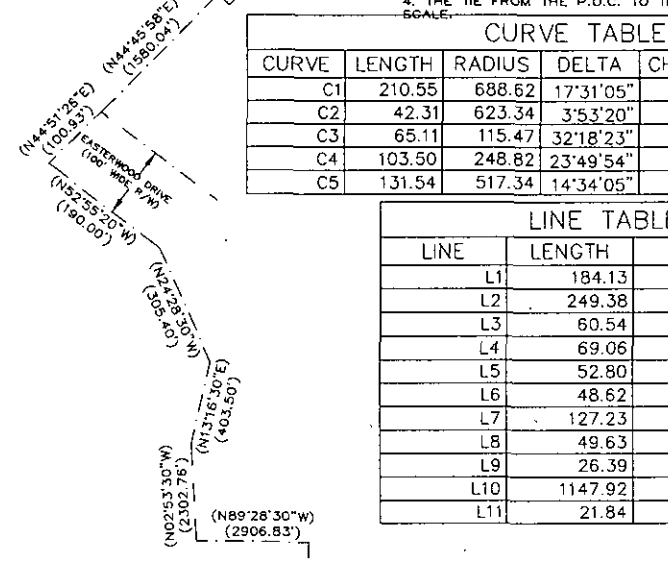
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

NOTES:

1. *THIS IS NOT A BOUNDARY SURVEY.*
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.

LEGAL DESCRIPTION:
Commence at the Southeast corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida and run thence North 01 degrees 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe, thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument, thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument, thence run North 13 degrees 16 minutes 30 seconds East 403.50 feet to a concrete monument, thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument, thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most southerly corner of a tract as described in Official record Book 947, Page 1831 of the Public Records of Leon County, Florida, thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet along the Southeast boundary of said tract to a point on the Northerly boundary of Easterwood Drive (100' wide), thence run North 44 degrees 45 minutes 58 seconds a distance of 1580.04 feet East to the POINT OF BEGINNING, said point being on a curve concave southwesterly. From said POINT OF BEGINNING and the beginning of a curve southwesterly, thence run westerly along said curve, having a radius of 688.62 feet, an arc distance of 210.55 feet, through a central angle of 17 degrees 31 minutes 05 seconds, (chord of said arc bears North 84 degrees 49 minutes 22 seconds West *for a distance of* 209.73 *feet*). thence run South 86 degrees 25 minutes 05 seconds West a distance of 184.13 feet, thence run South 86 degrees 49 minutes 31 seconds West a distance of 249.38 feet, thence run North 01 degrees 41 minutes 24 seconds East a distance of 60.54 feet, thence run South 86 degrees 44 minutes 24 seconds West a distance of 69.06 feet, thence run South 01 degrees 03 minutes 19 seconds East a distance of 52.80 feet, thence run North 81 degrees 58 minutes 48 seconds West a distance of 48.62 feet, to a point on a curve concave to the north, thence run westerly along said curve having a radius of 623.34 feet, through a central angle of 03 degrees 53 minutes 20 seconds for an arc distance of 42.31 feet (chord of said arc bears North 78 degrees 39 minutes 35 seconds West for a distance of 42.30 feet), thence run North 65 degrees 20 minutes 56 seconds West a distance of 127.23 feet, to a point on a curve concave to the northeast, thence run northwesterly along said curve having a radius of 115.47 feet, through a central angle of 32 degrees 18 minutes 23 seconds for an arc distance of 65.11 feet (chord of said arc bears North 26 degrees 17 minutes 09 seconds West for a distance of 64.25 feet), *thence run North 05 degrees* 19 minutes 09 seconds West a distance of 49.63 feet, to a point on a curve concave to the west, thence run northerly along said curve having a radius of 248.82 feet, through a central angle of 23 degrees 49 minutes 54 seconds for an arc distance of 103.49 feet (chord of said arc bears North 14 degrees 21 minutes 16 seconds West for a distance of 102.75 feet), thence run North 04 degrees 11 minutes 27 seconds East a distance of 26.39 feet to a point on a curve concave to the southwest, thence run northwesterly along said curve having a radius of 517.34 feet, through a central angle of 14 degrees 34 minutes 05 seconds for an arc distance of 131.54 feet (chord of said arc bears North 52 degrees 23 minutes 36 seconds West for a distance of 131.18 feet) to the southerly boundary of the Seaboard Coast Line Railroad (120 feet wide), thence run South 71 degrees 33 minutes 48 seconds East along said southerly boundary a distance of 1,147.92 feet, thence run South 44 degrees 49 minutes 12 seconds West a distance of 21.84 feet, to the POINT OF BEGINNING, *said lands containing 3.58 acres, more or less.*



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	210.55	688.62	17°31'05"	N84°49'22"W	209.73
C2	42.31	623.34	3°53'20"	N78°39'35"W	42.30
C3	65.11	115.47	32°18'23"	N26°17'09"W	64.25
C4	103.50	248.82	23°49'54"	N14°21'15"W	102.75
C5	131.54	517.34	14°34'05"	N52°23'36"W	131.18

LINE TABLE

LINE	LENGTH	BEARING
L1	184.13	S86°25'05"W
L2	249.38	S86°49'31"W
L3	60.54	N01°41'24"E
L4	69.06	S86°44'24"W
L5	52.80	S01°03'19"E
L6	48.62	N81°58'48"W
L7	127.23	N65°20'56"W
L8	49.63	N05°19'09"W
L9	26.39	N04°11'27"E
L10	1147.92	S71°33'48"E
L11	21.84	S44°49'12"W

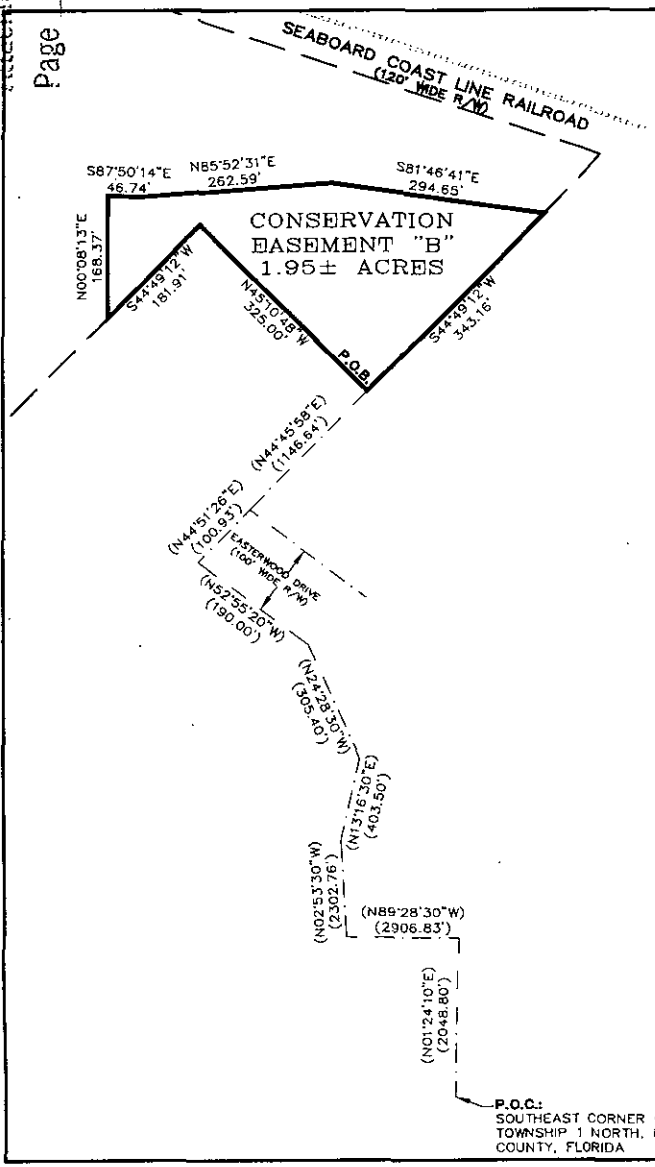
CERTIFIED TO:
CITY OF TALLAHASSEE
PARADIGM ENGINEERING & CONSULTING

Page E2 of 6

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1038 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:
A 3.58± ACRE CONSERVATION EASEMENT
LOCATED IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING:
9682-SK-CONS-A
PROJECT:
9682



LEGAL DESCRIPTION:
Commence at the Southeast corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida and run thence North 01 degrees 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe, thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument, thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument, thence run North 13 degrees 16 minutes 30 seconds East 403.50 feet to a concrete monument, thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument, thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most southerly corner of a tract as described in Official record Book 947, Page 1831 of the Public Records of Leon County, Florida, thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet along the Southeast boundary of said tract to a point on the Northerly boundary of Easterwood Drive (100' wide), thence run North 44 degrees 45 minutes 58 seconds East a distance of 1146.64 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 45 degrees 10 minutes 48 seconds West a distance of 325.00 feet, thence run South 44 degrees 49 minutes 12 seconds West a distance of 181.91 feet, thence run North 00 degrees 08 minutes 13 seconds East a distance of 168.37 feet, thence run South 87 degrees 50 minutes 14 seconds East a distance of 46.74 feet, thence run North 85 degrees 52 minutes 31 seconds East a distance of 262.59 feet, thence run South 81 degrees 46 minutes 41 seconds East a distance of 294.65 feet, thence run South 44 degrees 49 minutes 12 seconds West a distance of 343.16 feet, to the POINT OF BEGINNING, said lands containing 1.95 acres, more or less.

SYMBOLS & ABBREVIATIONS

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SIR - SET 5/8" IRON ROD/CAP #6590
SNC - SET NAIL AND CAP #6950
UNREC. - UNRECORDED
LB - LICENSED BUSINESS

NOTES:

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ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4664

09/25/08
DATE SIGNED

09/25/08
DATE SKETCHED

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SHEET 1 OF 1

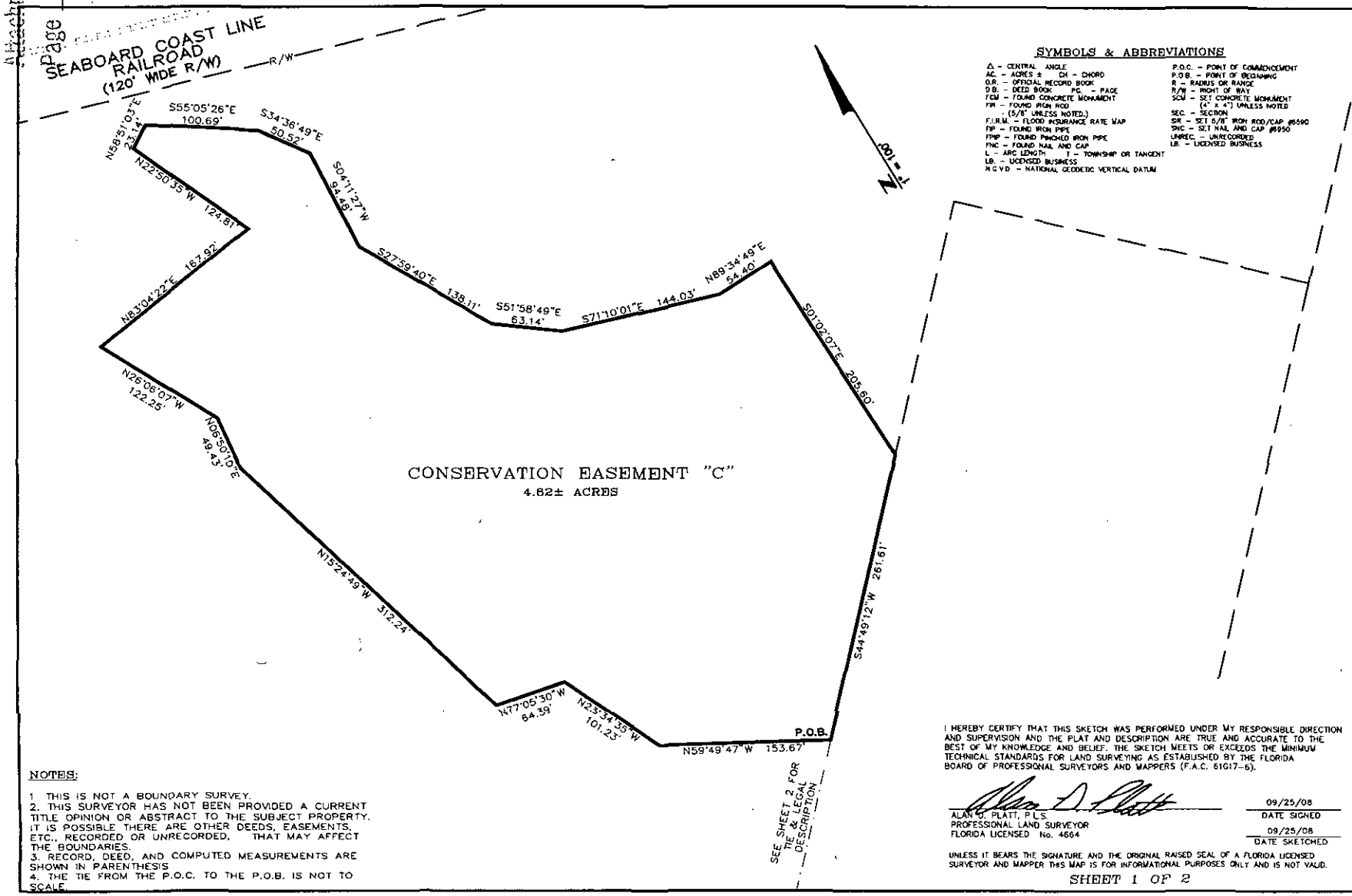
CERTIFIED TO:
CITY OF TALLAHASSEE
PARADIGM ENGINEERING & CONSULTING

Page E3 of 6

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-0136 FAX: (850) 385-1108
LICENSED BUSINESS No. 6989

SKETCH OF LEGAL DESCRIPTION:
A 1.95± ACRE CONSERVATION EASEMENT
LOCATED IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING:
9682-SK-CONS-B
PROJECT:
9682



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ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSED No. 4664

09/25/08
DATE SIGNED

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SHEET 1 OF 2

CERTIFIED TO:
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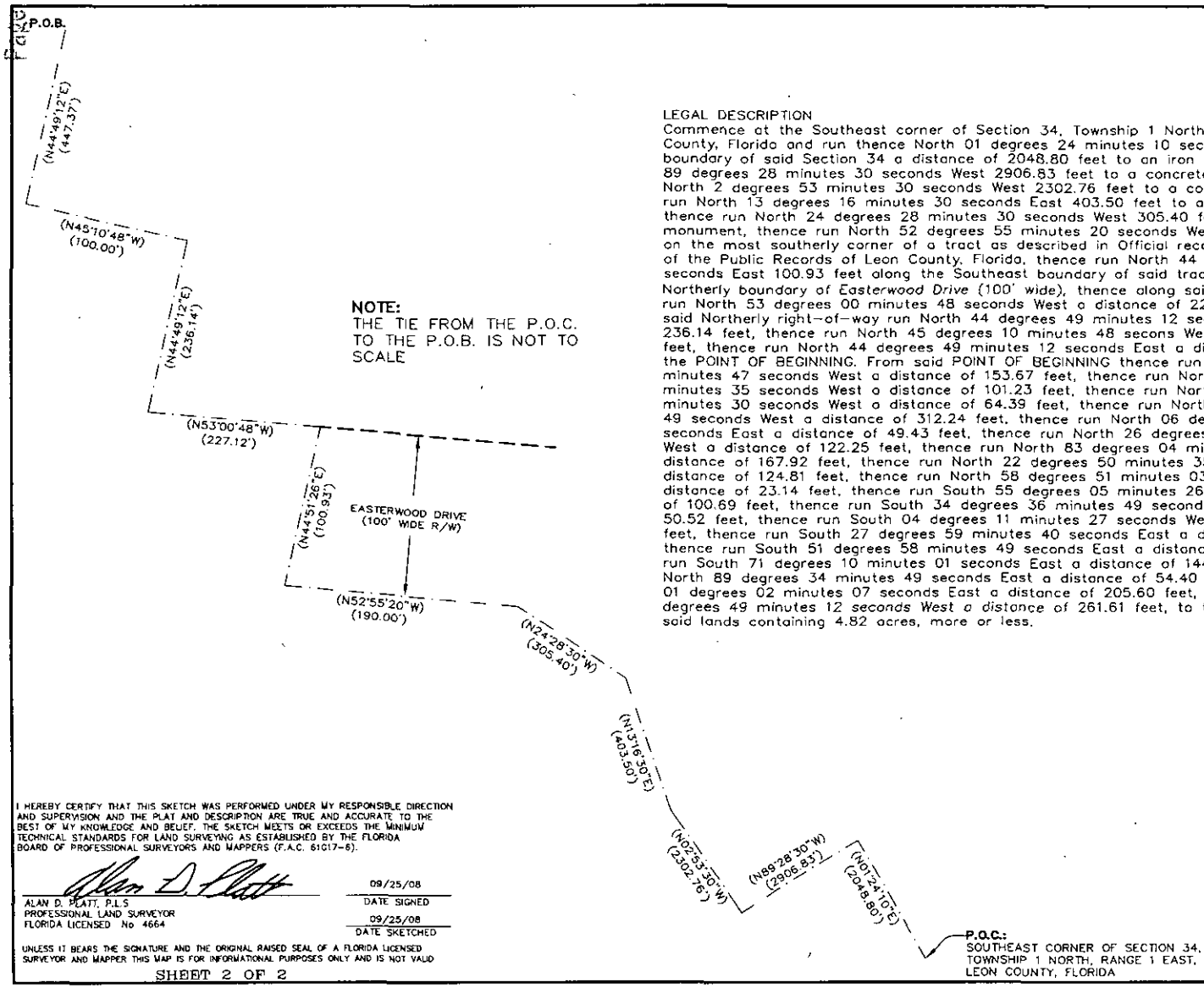
PARADIGM ENGINEERING & CONSULTANTS

Page E4 of 6

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1108 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:
A CONSERVATION EASEMENT LOCATED IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING: 9682-SK-CONS-C
PROJECT: 9682



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LEGAL DESCRIPTION

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FLORIDA LICENSED No 4664

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SHEET 2 OF 2

CERTIFIED TO:
CITY OF TALLAHASSEE
PARADIGM ENGINEERING & CONSULTANTS

Page E5 of 6

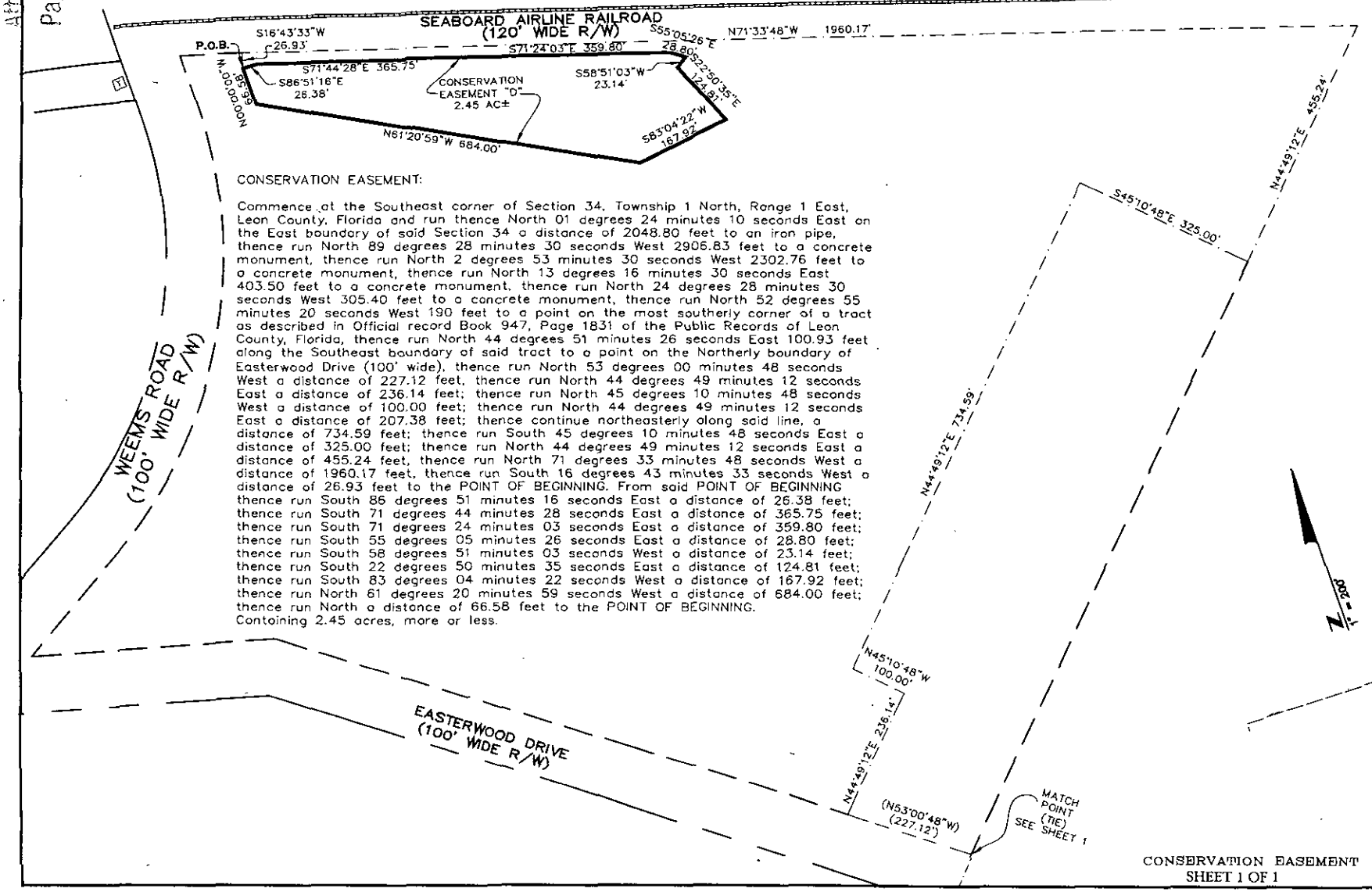
A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHNSON ROAD, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:

A CONSERVATION EASEMENT LOCATED IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING:
9682-SK-CONS-C

PROJECT:
9682



CONSERVATION EASEMENT:

Commence at the Southeast corner of Section 34, Township 1 North, Range 1 East, Leon County, Florida and run thence North 01 degrees 24 minutes 10 seconds East on the East boundary of said Section 34 a distance of 2048.80 feet to an iron pipe, thence run North 89 degrees 28 minutes 30 seconds West 2906.83 feet to a concrete monument, thence run North 2 degrees 53 minutes 30 seconds West 2302.76 feet to a concrete monument, thence run North 13 degrees 16 minutes 30 seconds East 403.50 feet to a concrete monument, thence run North 24 degrees 28 minutes 30 seconds West 305.40 feet to a concrete monument, thence run North 52 degrees 55 minutes 20 seconds West 190 feet to a point on the most southerly corner of a tract as described in Official record Book 947, Page 1831 of the Public Records of Leon County, Florida, thence run North 44 degrees 51 minutes 26 seconds East 100.93 feet along the Southeast boundary of said tract to a point on the Northerly boundary of Easterwood Drive (100' wide), thence run North 53 degrees 00 minutes 48 seconds West a distance of 227.12 feet, thence run North 44 degrees 49 minutes 12 seconds East a distance of 236.14 feet; thence run North 45 degrees 10 minutes 48 seconds West a distance of 100.00 feet; thence run North 44 degrees 49 minutes 12 seconds East a distance of 207.38 feet; thence continue northeasterly along said line, a distance of 734.59 feet; thence run South 45 degrees 10 minutes 48 seconds East a distance of 325.00 feet; thence run North 44 degrees 49 minutes 12 seconds East a distance of 455.24 feet, thence run North 71 degrees 33 minutes 48 seconds West a distance of 1960.17 feet, thence run South 16 degrees 43 minutes 33 seconds West a distance of 26.93 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 86 degrees 51 minutes 16 seconds East a distance of 26.38 feet; thence run South 71 degrees 44 minutes 28 seconds East a distance of 365.75 feet; thence run South 71 degrees 24 minutes 03 seconds East a distance of 359.80 feet; thence run South 55 degrees 05 minutes 26 seconds East a distance of 28.80 feet; thence run South 58 degrees 51 minutes 03 seconds West a distance of 23.14 feet; thence run South 22 degrees 50 minutes 35 seconds East a distance of 124.81 feet; thence run South 83 degrees 04 minutes 22 seconds West a distance of 167.92 feet; thence run North 61 degrees 20 minutes 59 seconds West a distance of 684.00 feet; thence run North a distance of 66.58 feet to the POINT OF BEGINNING. Contoining 2.45 acres, more or less.

CONSERVATION EASEMENT
SHEET 1 OF 1

CERTIFIED TO
CITY OF TALLAHASSEE
PARADIGM ENGINEERING & CONSULTING

Page E6 of 6

A.D. Platt
& ASSOCIATES, INC. • LAND SURVEYORS
489 JOHN KNOX ROAD, TALLAHASSEE, FL. 32303
PHONE: (850) 385-1936 FAX: (850) 385-1158
LICENSED BUSINESS No. 6590

SKETCH OF LEGAL DESCRIPTION:

A LIMITED PARTITION LOCATED
IN SEC. 27, T-1-N, R-1-E
LEON COUNTY, FLORIDA

DRAWING: 9682-LP

PROJECT: 9682

CONSERVATION AREA MANAGEMENT PLAN

Associated With Declaration of Restrictive Covenants
(Reserving a Conservation Area)
Tax Parcel ID: 11-27-20-851-0000

Applicable Projects:
American Red Cross Facility; Future City of Tallahassee Weems Road Improvements;
Future Leon County/City of Tallahassee Public Safety Complex (including Fire Station);

1. Conservation Area. This Management Plan shall govern the management of that certain Conservation Area established by the making and recording of the Declaration of Restrictive Covenants by LEON COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida (the "County"), and joined in by the CITY OF TALLAHASSEE, a Florida municipal corporation, (the "City") in connection with the construction of the American Red Cross Facility, the future County/City Public Safety Complex, the future City Weems Road Improvements, and any other improvements that may otherwise be constructed within the Project Area, as that term is defined therein. The terms used within this Management Plan shall have the same meaning as set forth in such Declaration of Restrictive Covenants.

2. Vegetation Management. The management of vegetation within the Conservation Area will include the removal of species listed as noxious per Florida Exotic Pest Plant Council's List of Invasive Species and the continuation of mowing grassed areas that have been historically mowed in the past.

3. Vegetation Removal. Undesirable vegetation shall be removed by manual means, string line trimmers and/or spot herbicides. Herbicides shall be applied only to the vegetation to be removed and in strict compliance with the manufacturer's instructions. Removed vegetation will be properly disposed of to prevent reintroduction in other parts of the Conservation Area. Invasive species will be removed as frequently as possible and the Conservation Area will be included in all future invasive species removal requests submitted, by City of Tallahassee Parks Recreation and Neighborhood Affairs, to the Florida Fish and Wildlife Conservation Commission.

4. Authorized Activities. It is anticipated that the current recreational uses being made of the Conservation Area will continue and will, therefore, be deemed to be authorized activities. Those authorized activities include off-road mountain biking, trail running, walking and similar such passive recreational activities, but not in or within fifty (50) feet of the wetlands without Department approval. Any development, construction, management, and maintenance activities necessary to support passive recreation uses will also be deemed to be authorized activities. In addition, any other specific activities as authorized by the Department will be deemed to be authorized activities.

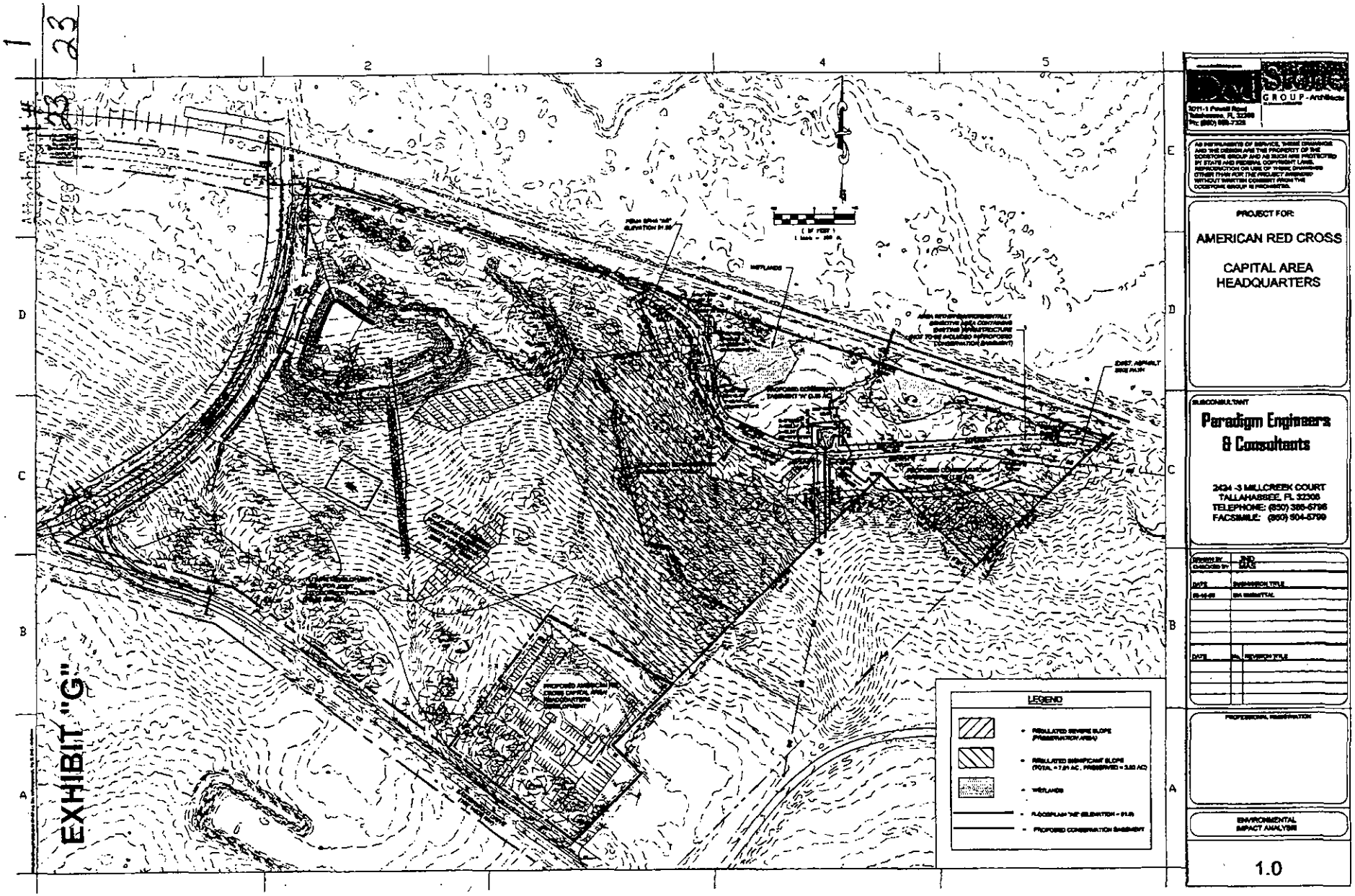


EXHIBIT "G"
LEGEND
WETLANDS
PROJECT FOR:
AMERICAN RED CROSS
CAPITAL AREA
HEADQUARTERS
SUBCONSULTANT
Paradigm Engineers
& Consultants
2424 -3 MILLCREEK COURT
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