

Name: Mary W. Colón, Esq.
Address: Smith, Thompson, Shaw & Manausa, P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, Florida 32309

Parcel I.D. #: 14-22-20-612-0000, 14-22-20-614-0000, and 14-22-20-617-0000

Conservation Easement 1

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is hereby made and entered into on this 2nd day of July, 2009 by PERSIMMON, LLC, a Florida limited liability company, whose mailing address is 1701 Hermitage Boulevard, Tallahassee, Florida 32312, hereinafter referred to as the "Grantor", to 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 as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

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 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.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter 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.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the management plan attached hereto as Exhibit "B", which also addresses other conditions of this easement.

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

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

The 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 of assigns of the parties.

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.

Signed, sealed and delivered in the presence of:

PERSIMMON, LLC, a Florida limited liability company

by: [Signature]
Robert R. Parrish, Jr.
manager

[Signature]
Witness Signature

Julie Parrish
Witness Printed Name

[Signature]
Witness Signature

Anita W. [unclear]
Witness Printed Name

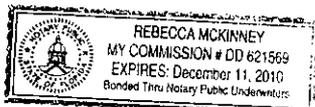
**STATE OF FLORIDA
COUNTY OF LEON**

THE FOREGOING instrument was acknowledged before me this 2nd day of July, 2009, by Robert R. Parrish, Jr., as manager of Persimmon, LLC, a Florida limited liability company, who is personally known to me/presented _____ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on the date stated above.

[seal]

[Signature]
NOTARY PUBLIC



This instrument prepared by:
Sonya K. Daws, Esq.
Sonya Daws, P.A.
2878 Remington Green Circle
Tallahassee, FL 32308

JOINDER IN CONSERVATION EASEMENT

PEOPLES FIRST COMMUNITY BANK, whose address is 1022 W. 23rd Street, Panama City, FL 32405, the owner and holder of that certain Real Estate Mortgage, Assignment and Security Agreement, recorded April 30, 2008 in Official Records Book 3852, Page 1004, of the Public Records of Leon County, Florida, from **PERSIMMON, LLC**, a Florida limited liability company, hereby consents to and joins with Persimmon, LLC, in the execution of that certain Conservation Easement in favor of **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 301 S. Monroe Street, Tallahassee, FL 32301, which said Conservation Easement is to be recorded in the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, Jeff Blomeley has caused this Joinder In Conservation Easement to be executed and its seal affixed hereto this 17th day of June, 2009.

Witnesses:

Susan Cayford
Print Name: Susan Cayford
Myers
Print Name: Christine Myers

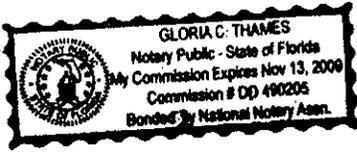
PEOPLES FIRST COMMUNITY BANK

Jeff Blomeley
By: Jeff Blomeley
Its: S.V.P.

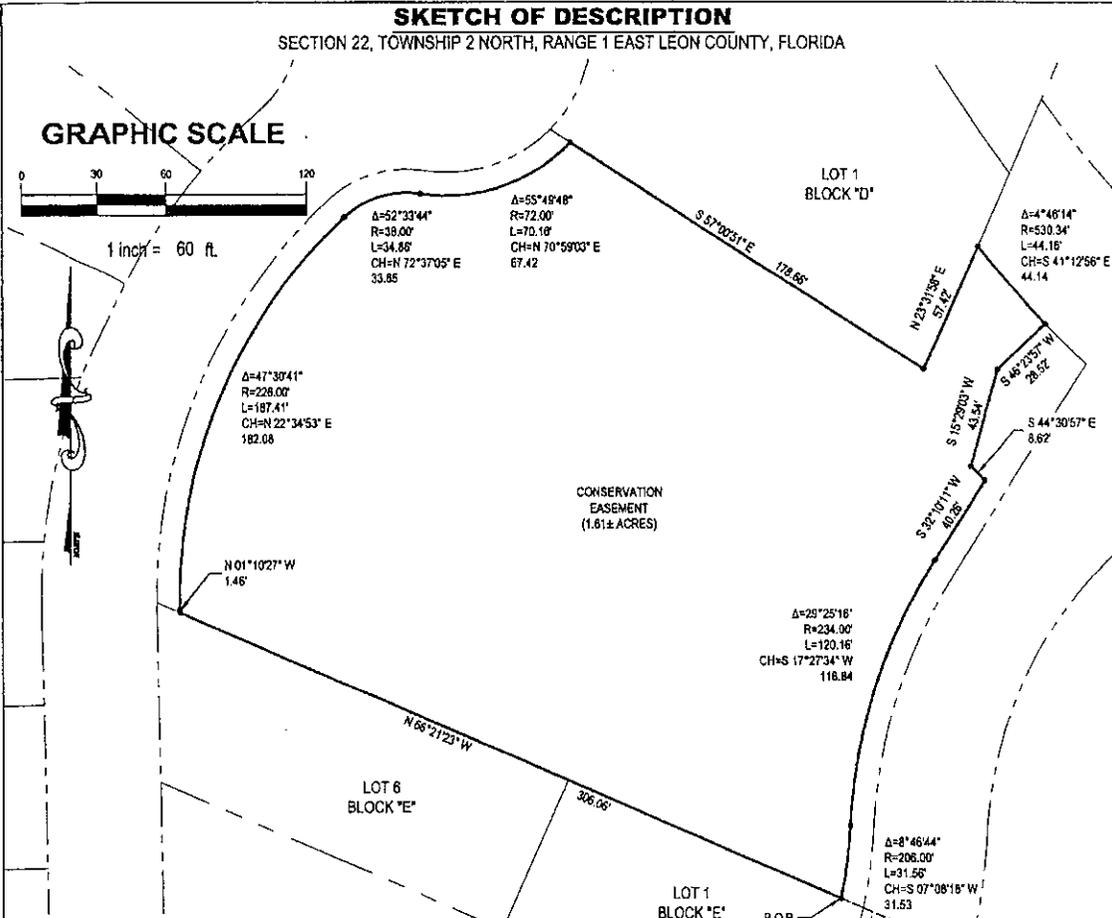
State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 17 day of June, 2009, by Jess Blomeley as the S.V.P. on behalf of Peoples First Community Bank. He/She is personally known to me or has produced id as identification.

Gloria C. Thames
Notary Public Gloria C. Thames



SKETCH OF DESCRIPTION
SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA



LEGAL DESCRIPTION:

A Conservation Easement lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida and run thence North 00 degrees 22 minutes 44 seconds West 109.98 feet, thence North 85 degrees 32 minutes 29 seconds East 800.88 feet, thence North 21 degrees 16 minutes 16 seconds East 241.82 feet, thence North 50 degrees 33 minutes 42 seconds West 85.27 feet to a point lying on a curve concave Northwesterly, thence Northeastly along said curve having a radius of 64.00 feet through a central angle of 01 degrees 48 minutes 22 seconds for an arc length of 1.98 feet (chord bears North 24 degrees 31 minutes 48 seconds East 1.98 feet), thence North 23 degrees 38 minutes 37 seconds East 162.47 feet to a point of curve to the left, thence Northeastly along said curve having a radius of 296.00 feet through a central angle of 08 degrees 28 minutes 35 seconds for an arc length of 43.43 feet (chord bears North 18 degrees 55 minutes 50 seconds East 43.38 feet), thence North 08 degrees 21 minutes 23 seconds West 306.06 feet, thence North 01 degrees 10 minutes 27 seconds West 1.48 feet to a point of curve to the right, thence Northeastly along said curve having a radius of 226.00 feet through a central angle of 47 degrees 30 minutes 41 seconds for an arc length of 187.41 feet (chord bears North 22 degrees 34 minutes 53 seconds East 182.08 feet) to a point of compound curve, thence Northeastly along said curve having a radius of 38.00 feet through a central angle of 52 degrees 33 minutes 44 seconds for an arc length of 34.86 feet (chord bears North 72 degrees 37 minutes 05 seconds East 33.85 feet) to a point of reverse curve, thence Northeastly along said curve having a radius of 72.00 feet through a central angle of 55 degrees 49 minutes 48 seconds for an arc length of 70.18 feet (chord bears North 70 degrees 59 minutes 03 seconds East 67.42 feet), thence South 57 degrees 00 minutes 51 seconds East 178.65 feet, thence North 23 degrees 31 minutes 56 seconds East 37.42 feet to a point lying on a curve concave Northeastly, thence Southeastly along said curve having a radius of 530.34 feet through a central angle of 04 degrees 46 minutes 14 seconds for an arc length of 44.18 feet (chord bears South 41 degrees 12 minutes 56 seconds East 44.14 feet), thence South 48 degrees 23 minutes 57 seconds West 28.52 feet, thence South 15 degrees 29 minutes 03 seconds West 43.54 feet, thence South 44 degrees 30 minutes 57 seconds East 8.62 feet, thence South 32 degrees 10 minutes 11 seconds West 40.26 feet to a point of curve to the left, thence Southwestly along said curve having a radius of 234.00 feet through a central angle of 28 degrees 25 minutes 18 seconds for an arc length of 120.16 feet (chord bears South 17 degrees 27 minutes 34 seconds West 118.84 feet) to a point of reverse curve, thence Southwestly along said curve having a radius of 206.00 feet through a central angle of 08 degrees 48 minutes 44 seconds for an arc length of 31.58 feet (chord bears South 07 degrees 08 minutes 18 seconds West 31.53 feet) to the POINT OF BEGINNING, containing 1.61 acres, more or less.

GENERAL NOTES:

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON PREVIOUS SURVEY PERFORMED BY THIS FIRM.
- THIS IS NOT A BOUNDARY SURVEY.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

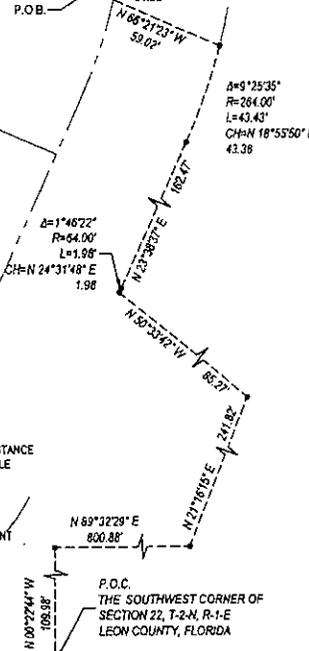
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 61G17-6). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

LARRY D. DAVIS
REGISTERED FLORIDA SURVEYOR NO. 5254

STANDARD ABBREVIATIONS:

- A- ARC LENGTH
- CH- CHORD BEARING AND DISTANCE
- Δ- DELTA OR CENTRAL ANGLE
- E- EAST
- L- ARC LENGTH
- N- NORTH
- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R- RANGE
- R- RADIUS
- RHW- RIGHT-OF-WAY
- S- SOUTH
- SEC.- SECTION
- T- TOWNSHIP
- W- WEST

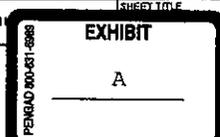


Moore Bass Consulting
14555 FT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPER THIS DRAWING, SECTION, PLAT, OR MAP FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	2004-211	408.00K-CONE.dwg
CONTRACT #	409.00K	ARCHIVE
NOTEBOOK #		PAGE #
DATE	03/12/09	DRAWN BY

MOORE BASS CONSULTING, INC. 801 N. GADSDEN STREET TALLAHASSEE, FL 32303 (904) 222-9478 CERTIFICATE OF AUTHORIZATION NO. 00007243	CLIENT NAME FARRISH	PROJECT NAME PERMISSANCE	SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)	1/1
---	------------------------	-----------------------------	---	-----



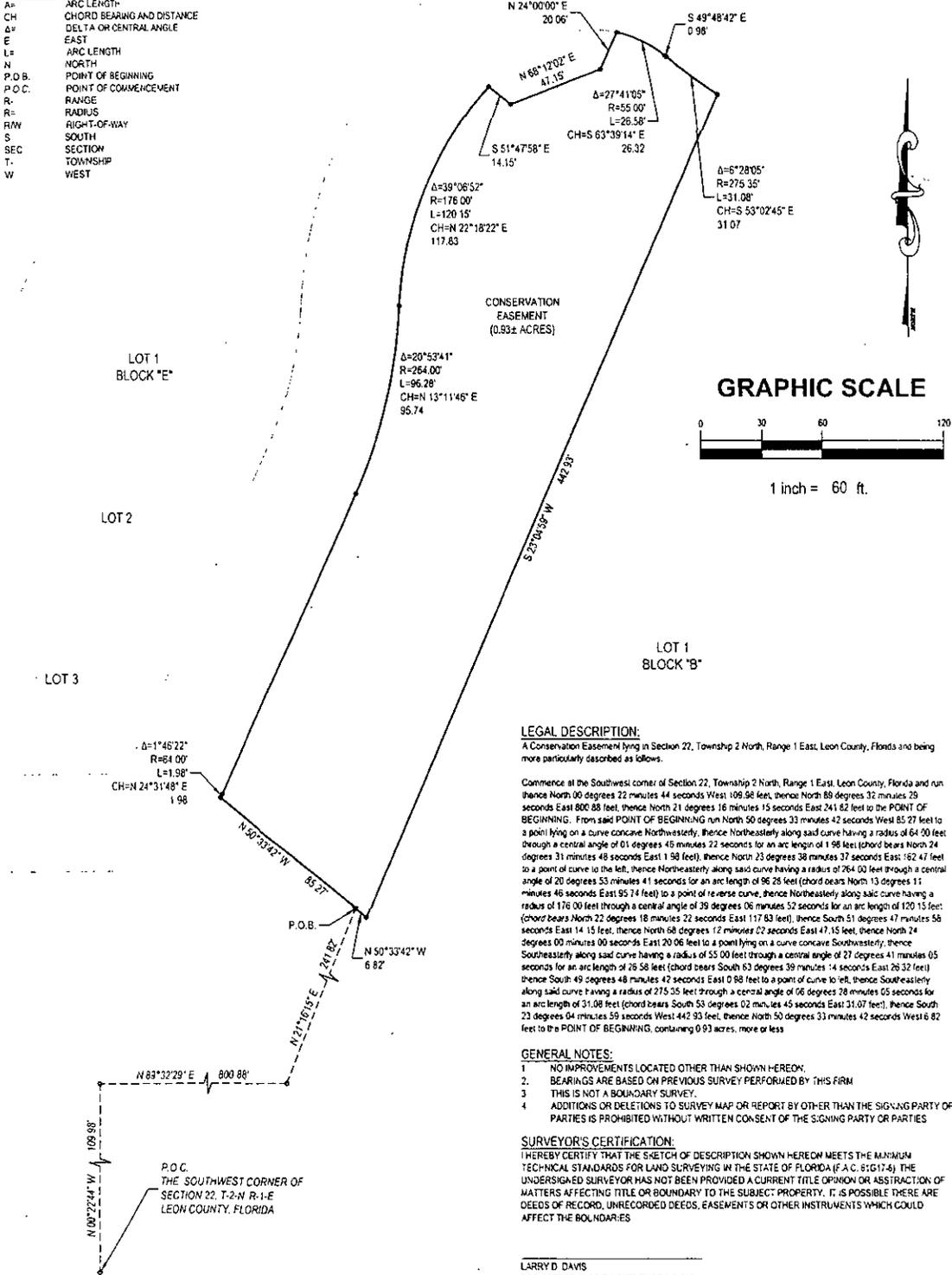
Moore Bass

CONSULTING
 TALLAHASSEE GUSTIN ATLANTA
 www.moorebass.com

SKETCH OF DESCRIPTION SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA

STANDARD ABBREVIATIONS:

- A= ARC LENGTH
- CH= CHORD BEARING AND DISTANCE
- Δ= DELTA OR CENTRAL ANGLE
- E= EAST
- L= ARC LENGTH
- N= NORTH
- P.O.B.= POINT OF BEGINNING
- P.O.C.= POINT OF COMMENCEMENT
- R= RADIUS
- RAW= RIGHT-OF-WAY
- S= SOUTH
- SEC= SECTION
- T= TOWNSHIP
- W= WEST



LEGAL DESCRIPTION:

A Conservation Easement lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida and being more particularly described as follows.

Commence at the Southwest corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida and run thence North 00 degrees 22 minutes 44 seconds West 109.98 feet, thence North 89 degrees 32 minutes 29 seconds East 800.88 feet, thence North 21 degrees 16 minutes 15 seconds East 241.82 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 50 degrees 33 minutes 42 seconds West 85.27 feet to a point lying on a curve concave Northwestwardly, thence Northeastwardly along said curve having a radius of 64.00 feet through a central angle of 01 degrees 45 minutes 22 seconds for an arc length of 1.98 feet (chord bears North 24 degrees 31 minutes 48 seconds East 1.98 feet), thence North 23 degrees 38 minutes 37 seconds East 162.47 feet to a point of curve to the left, thence Northeastwardly along said curve having a radius of 264.00 feet through a central angle of 20 degrees 53 minutes 41 seconds for an arc length of 96.28 feet (chord bears North 13 degrees 11 minutes 46 seconds East 95.74 feet) to a point of reverse curve, thence Northwestwardly along said curve having a radius of 176.00 feet through a central angle of 39 degrees 06 minutes 52 seconds for an arc length of 120.15 feet (chord bears North 22 degrees 18 minutes 22 seconds East 117.83 feet), thence South 51 degrees 47 minutes 58 seconds East 14.15 feet, thence North 68 degrees 12 minutes 02 seconds East 47.15 feet, thence North 24 degrees 00 minutes 00 seconds East 20.06 feet to a point lying on a curve concave Southwestwardly, thence Southeastwardly along said curve having a radius of 55.00 feet through a central angle of 27 degrees 41 minutes 05 seconds for an arc length of 28.58 feet (chord bears South 83 degrees 39 minutes 14 seconds East 26.32 feet), thence South 49 degrees 48 minutes 42 seconds East 0.98 feet to a point of curve to the left, thence Southeastwardly along said curve having a radius of 275.35 feet through a central angle of 06 degrees 28 minutes 05 seconds for an arc length of 31.07 feet (chord bears South 53 degrees 02 minutes 45 seconds East 31.07 feet), thence South 23 degrees 04 minutes 59 seconds West 442.93 feet, thence North 50 degrees 33 minutes 42 seconds West 6.82 feet to the POINT OF BEGINNING, containing 0.93 acres, more or less.

GENERAL NOTES:

- 1 NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON;
- 2 BEARINGS ARE BASED ON PREVIOUS SURVEY PERFORMED BY THIS FIRM
- 3 THIS IS NOT A BOUNDARY SURVEY.
- 4 ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. §17-4). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

LARRY D. DAVIS
 REGISTERED FLORIDA SURVEYOR NO. 5754

<p>Moore Bass Consulting <small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID</small></p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>FILE # 2004-271</p>	<p>429.001-CO-03.dwg</p>
		<p>CONTRACT # 436.001</p>	<p>ARCHIVE</p>
		<p>NOTEBOOK #</p>	<p>PAGE #</p>
		<p>DATE 03-17-09</p>	<p>DRAWN BY</p>
<p>MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 242-9678 <small>CERTIFICATE OF AUTHORITY NO. 00007245</small></p>	<p>CLIENT NAME PARRISH</p>	<p>PROJECT NAME PERSIMMON HILL</p>	<p>SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)</p>
			<p>1/1</p>

EXHIBIT "B"

Persimmon Hill – Mixed Use Development
Conservation Easements and Vegetation Management Plan

NOTICE: THIS PLAN DOES NOT NECESSARILY PROVIDE EXEMPTION FROM ANY OTHER LOCAL, STATE OR FEDERAL REGULATIONS.

A. THE FOLLOWING ACTIVITIES ARE ALLOWED WITHIN ALL CONSERVATION EASEMENT AREAS:

1. ERADICATION OF INVASIVE AND NUISANCE PLANT SPECIES THROUGH THE APPLICATION OF HERBICIDES OR BY PHYSICAL REMOVAL OF SUCH PLANTS. HERBICIDES MUST BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S LABELING. AS USED HEREIN, "INVASIVE" SPECIES ARE THOSE PLANTS LISTED BY THE FLORIDA EXOTIC PEST PLAN COUNCIL'S (EPPC) LIST OF INVASIVE SPECIES. "NUISANCE" SPECIES ARE NATIVE PLANTS NOT LISTED BY THE EPPC BUT ARE CONSIDERED UNDESIRABLE DUE TO THEIR COMPETITIVE EFFECTS, SUCH AS GRAPEVINE, CATTAIL, DOG FENNEL, CATBRIAR, ETC. THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT, OR ITS SUCCESSOR, MUST BE CONTACTED PRIOR TO THE ERADICATION OF NUISANCE PLANTS TO ENSURE THE COUNTY AGREES WITH DESIGNATING THE PARTICULAR PLANT SPECIES AS BEING A NUISANCE SPECIES.
2. PLANTING OF NATIVE OR NATURALIZED SPECIES THAT ARE ADAPTED TO LOCAL SITE CONDITIONS. ANY PROPOSED PLANTING OF ADDITIONAL VEGETATION SHALL FIRST BE SUBMITTED TO THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT, OR ITS SUCCESSOR, FOR REVIEW AND APPROVAL. THIS SUBMITTAL SHALL NOT BE A FORMAL FILING OR PART OF THE SITE PLAN OR ENVIRONMENTAL APPLICATION.
3. ANY OTHER ACTIVITIES SPECIFICALLY AUTHORIZED BY AN ENVIRONMENTAL MANAGEMENT PERMIT ISSUED BY THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT OR ITS SUCCESSOR.
4. THE GRANTEE OF THIS CONSERVATION EASEMENT (OR GRANTEE'S AUTHORIZED CONTRACTOR OR AGENT) SHALL INSTALL PERMANENT MARKER POSTS AT KEY LOCATIONS ALONG THE BOUNDARIES OF CONSERVATION EASEMENT AREAS. THESE MARKER POSTS MUST BE SPACED SUCH THAT THE LIMITS OF THE CONSERVATION EASEMENT ARE READILY DISCERNABLE. EACH POST SHALL BE EQUIPPED WITH A PERMANENT SIGN INDICATING THE AREA IS A PROTECTED CONSERVATION AREA. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROPERLY MAINTAINING THE MARKER POSTS AND SIGNS.
5. THE AREAS ARE LIMITED TO PASSIVE RECREATIONAL USES OF THE OWNERS AND THEIR GUESTS / CUSTOMERS.

B. GENERAL MAINTENANCE OF CONSERVATION EASEMENT AREAS:

EACH CONSERVATION EASEMENT AREA SHALL BE MAINTAINED IN PERPETUITY SUCH THAT THE AVERAGE PERCENT COVER ACCOUNTED FOR BY INVASIVE PLANT SPECIES DOES NOT EXCEED 5 PERCENT AND THE AVERAGE PERCENT COVER ACCOUNTED FOR BY NUISANCE PLANT SPECIES DOES NOT EXCEED 10 PERCENT. IMMEDIATELY FOLLOWING A MAINTENANCE EVENT, THE AVERAGE PERCENT COVER BY INVASIVE AND NUISANCE PLANT SPECIES SHOULD BE AS CLOSE TO 0 PERCENT AS POSSIBLE.

MAINTENANCE OF THE CONSERVATION AREA SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE ERADICATION AND CONTROL OF INVASIVE AND NUISANCE PLANT SPECIES WITHIN THE CONSERVATION EASEMENT AREA. AS USED HEREIN, THE TERM "PROPERTY OWNER" SHALL REFER TO THE PERSON OR PERSONS SHOWN AS THE PROPERTY OWNER ON THE TAX ROLL OF THE LEON COUNTY PROPERTY APPRAISER.

ALL MAINTENANCE OF CONSERVATION AREAS SHALL CONFORM TO THE LEON COUNTY ENVIRONMENTAL MANAGEMENT ACT: APPROVAL FOR THE IDENTIFIED ACTIVITIES LISTED SHALL BE OBTAINED FROM LEON COUNTY GROWTH AND ENVIRONMENTAL MANAGEMENT ENVIRONMENTAL COMPLIANCE PRIOR TO CONDUCTING THE PROPOSED ACTIVITIES.

A. USE: THE AREAS ARE LIMITED TO PASSIVE RECREATIONAL USES OF THE OWNERS. THE AREAS WILL REMAIN PRIMARILY UNDISTURBED TO ALLOW THE NATURAL PROGRESSION OF VEGETATION.

B. MAINTENANCE ACTIVITY: MECHANICAL METHODS THAT DO NOT COMPACT THE EARTH OR IMPAIR ROOT SYSTEMS SHALL BE ALLOWED IN CLEARING ACTIVITIES. NO STORING OF ITEMS OR HAZARDOUS MATERIALS SHALL OCCUR WITHIN THIS AREA.

C. PRUNING: THE AREA MAY BE PRUNED OF DEAD AND HAZARDOUS TREE LIMBS. ALL PRUNING SHALL BE PERFORMED TO A NATIONAL ASSOCIATION OF ARBORIST'S STANDARDS AND SUPERVISED BY A CERTIFIED ARBORIST. IF LIMB REMOVAL IS TO BE PERFORMED BY HAND CLIMBING, SPIKES OR ANY OTHER TOOL CAUSING BARK DAMAGE TO THE CAMBIUM LAYER OF THE TREES IS PROHIBITED.

D. INTEGRATION OF SUPPLEMENTAL PLANT MATERIAL: THE PLANTING OF APPROPRIATE NATIVE OR ADAPTED SPECIES MAY OCCUR. NO TILLING OR CULTIVATING SHALL OCCUR WITHIN THE CONSERVATION EASEMENT. NO PLANTINGS SHALL CONSIST OF INVASIVE SPECIES.

E. MULCHING: THE GROUND PLAIN OF THIS AREA MAY BE AMENDED WITH LEAF OR BARK MULCH TO ALLOW FOR REGULATING SOIL TEMPERATURES, SUPPRESSING WEED GROWTH, NUTRIENT SUPPLEMENTATION OR PEDESTRIAN ACCESS WITHIN THE CONSERVATION EASEMENT. DO NOT APPLY MULCH THAT CONTAINS SEEDS OR CLIPPINGS FROM DISEASED OR NOXIOUS PLANT MATERIAL. CYPRESS MULCH SHOULD NOT BE USED.

F. FERTILIZATION: IF DETERMINED TO BE NECESSARY BY THE CERTIFIED ARBORIST, A SLOW RELEASE ORGANIC FERTILIZER MAY BE PROVIDED AT THE MINIMUM RATE PER MANUFACTURERS INSTRUCTIONS.

G. IRRIGATION: IF NEEDED, SUPPLEMENTAL IRRIGATION CAN BE PROVIDED BY THE USE OF ABOVE GROUND MEANS.

H. TOPOGRAPHIC MODIFICATIONS: TRANSITIONAL AREAS AT THE EDGE OF THE CONSERVATION EASEMENT SHOULD MERGE WITH THE SURROUNDING LAND TYPE. AVOID ANY EROSIVE OR FILL SOIL ACTIVITY THAT MIGHT IMPACT THE MARGINS OF THE AREA.

This Instrument Prepared by and returned to:

Name: Mary W. Colón, Esq.
Address: Smith, Thompson, Shaw & Manausa, P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, Florida 32309

Attachment # 1
Page 10 of 16

Parcel I.D. #: 14-22-20-615-0000

Conservation Easement 2

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is hereby made and entered into on this 2nd day of July, 2009 by ROBERT R. PARRISH, JR. and JULIE PARRISH, husband and wife, whose mailing address is 1701 Hermitage Boulevard, Tallahassee, Florida 32312, hereinafter referred to as the "Grantor", to 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 as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

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 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.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter 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.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the management plan attached hereto as Exhibit "B", which also addresses other conditions of this easement.

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

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

The 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 of assigns of the parties.

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.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

[Signature]
Robert R. Parrish, Jr.

Arita Uiter
Witness Printed Name

[Signature]
Julie Parrish

[Signature]
Witness Signature

SAXON HANNON
Witness Printed Name

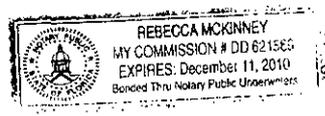
STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING instrument was acknowledged before me this 2nd day of July, 2009, by Robert R. Parrish, Jr. and Julie Parrish, who are personally known to me/presented as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on the date stated above.

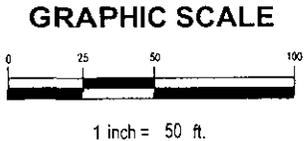
[seal]

[Signature]
NOTARY PUBLIC

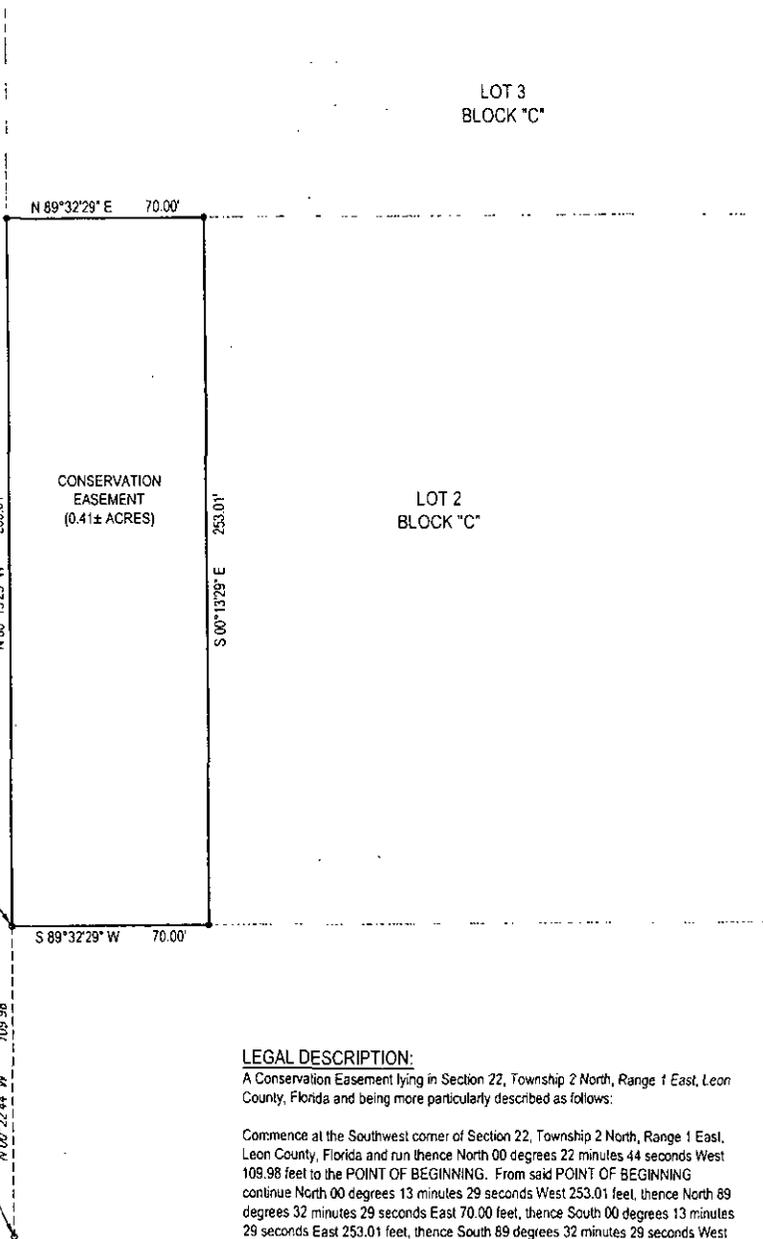




SKETCH OF DESCRIPTION
 SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA



- STANDARD ABBREVIATIONS:**
- A= ARC LENGTH
 - CH= CHORD BEARING AND DISTANCE
 - Δ= DELTA OR CENTRAL ANGLE
 - E= EAST
 - L= ARC LENGTH
 - N= NORTH
 - P.O.B.= POINT OF BEGINNING
 - P.O.C.= POINT OF COMMENCEMENT
 - R= RANGE
 - R= RADIUS
 - R/W= RIGHT-OF-WAY
 - S= SOUTH
 - SEC= SECTION
 - T= TOWNSHIP
 - W= WEST



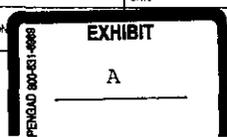
LEGAL DESCRIPTION:
 A Conservation Easement lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida and being more particularly described as follows:
 Commence at the Southwest corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida and run thence North 00 degrees 22 minutes 44 seconds West 109.98 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 13 minutes 29 seconds West 253.01 feet, thence North 89 degrees 32 minutes 29 seconds East 70.00 feet, thence South 00 degrees 13 minutes 29 seconds East 253.01 feet, thence South 89 degrees 32 minutes 29 seconds West 70.00 feet to the POINT OF BEGINNING, containing 0.41 acres, more or less

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 61G17-4). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES

- GENERAL NOTES:**
1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON
 2. BEARINGS ARE BASED ON PREVIOUS SURVEY PERFORMED BY THIS FIRM
 3. THIS IS NOT A BOUNDARY SURVEY.
 4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

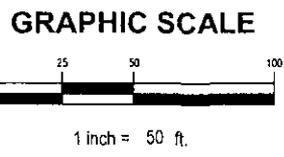
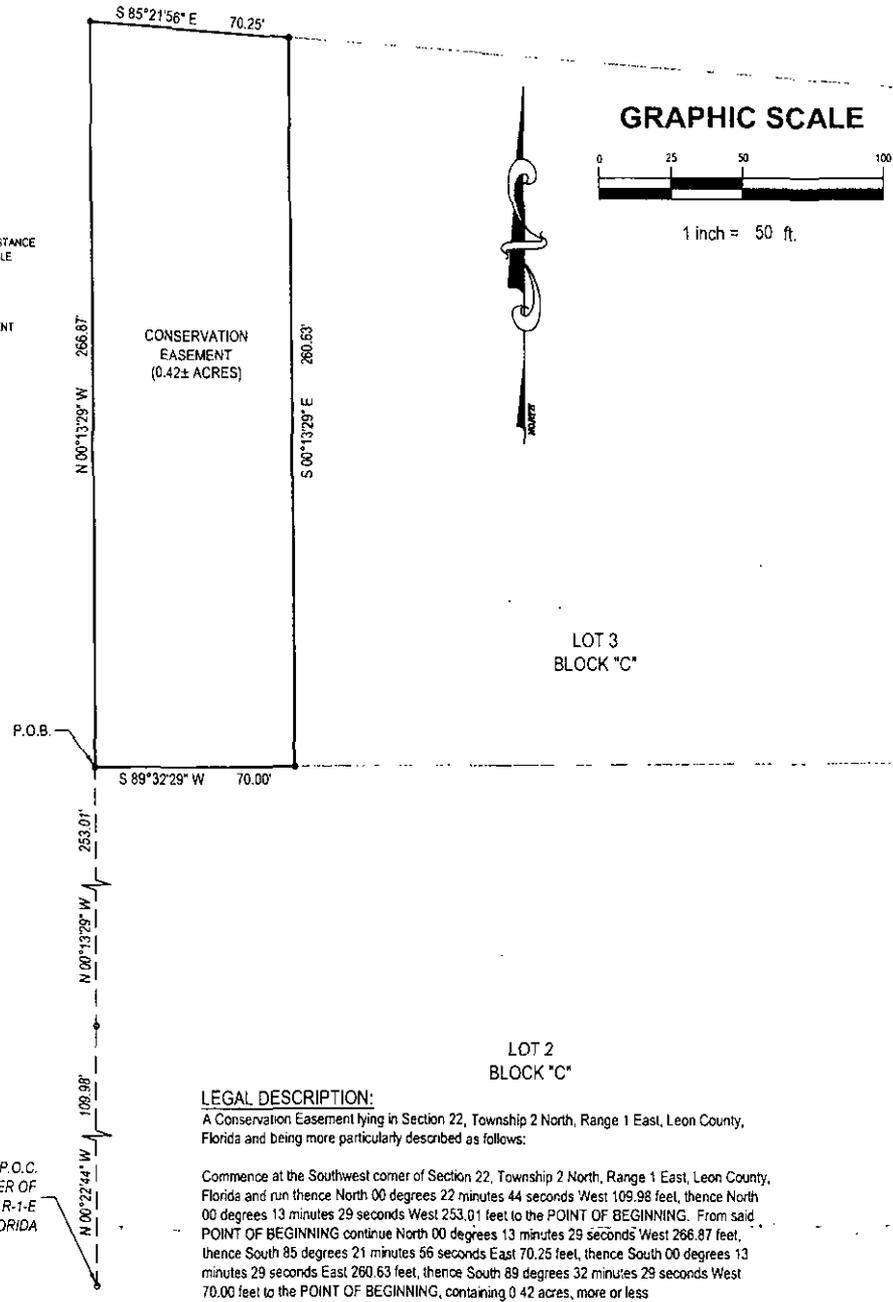
LARRY D DAVIS
 REGISTERED FLORIDA SURVEYOR NO 5254

Moore Bass Consulting <small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID</small>	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for its Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright	FILE #	2004 271	409 004 CONS 646
		CONTRACT #	409 004	ARCHIVE
		NOTEBOOK #		PAGE #
		DATE	03/12/09	DRAWN BY
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-1678 CERTIFICATE OF AUTHORIZATION 040000724	CLIENT NAME PARRISH	PROJECT NAME PERSIMMON	SKETCH OF DESCRIPTION CONSERVATION EASEMENT	
				1/1





SKETCH OF DESCRIPTION
 SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA



- STANDARD ABBREVIATIONS:**
- A= ARC LENGTH
 - CH CHORD BEARING AND DISTANCE
 - Δ= DELTA OR CENTRAL ANGLE
 - E= EAST
 - L= ARC LENGTH
 - N= NORTH
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R= RANGE
 - R= RADIUS
 - R.W. RIGHT-OF-WAY
 - S= SOUTH
 - SEC. SECTION
 - T= TOWNSHIP
 - W= WEST

LEGAL DESCRIPTION:

A Conservation Easement lying in Section 22, Township 2 North, Range 1 East, Leon County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 22, Township 2 North, Range 1 East, Leon County, Florida and run thence North 00 degrees 22 minutes 44 seconds West 109.98 feet, thence North 00 degrees 13 minutes 29 seconds West 253.01 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 13 minutes 29 seconds West 266.87 feet, thence South 85 degrees 21 minutes 56 seconds East 70.25 feet, thence South 00 degrees 13 minutes 29 seconds East 260.63 feet, thence South 89 degrees 32 minutes 29 seconds West 70.00 feet to the POINT OF BEGINNING, containing 0.42 acres, more or less

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 61G17-8). THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

LARRY D. DAVIS
 REGISTERED FLORIDA SURVEYOR NO. 5254

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON
2. BEARINGS ARE BASED ON PREVIOUS SURVEY PERFORMED BY THIS FIRM
3. THIS IS NOT A BOUNDARY SURVEY
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES

MOORE BASS CONSULTING, INC. 808 N. GADSDEN STREET TALAHASSEE, FL 32303 (904) 227-9678 CERTIFICATE OF A PROFESSIONAL SURVEYOR NO. 20001-145	CLIENT NAME PARRISH	PROJECT NAME PERSIMMON HILL	FEE #	2004-221	499.00-CCONS.dwg
			CONTRACT #	408.004	ARCHIVE
			NOTEBOOK #		PAGE #
			DATE	03/12/09	DRAWN BY
SHEET TITLE SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)			1/1		

C:\Projects\09 004\Work\Survey\CONSERVATION EASEMENT\09 004-CONS.dwg, 2, atlabr, Jun 03, 2009 - 8:27:08am

EXHIBIT "B"

Persimmon Hill – Mixed Use Development
Conservation Easements and Vegetation Management Plan

NOTICE: THIS PLAN DOES NOT NECESSARILY PROVIDE EXEMPTION FROM ANY OTHER LOCAL, STATE OR FEDERAL REGULATIONS.

A. THE FOLLOWING ACTIVITIES ARE ALLOWED WITHIN ALL CONSERVATION EASEMENT AREAS:

1. ERADICATION OF INVASIVE AND NUISANCE PLANT SPECIES THROUGH THE APPLICATION OF HERBICIDES OR BY PHYSICAL REMOVAL OF SUCH PLANTS. HERBICIDES MUST BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S LABELING. AS USED HEREIN, "INVASIVE" SPECIES ARE THOSE PLANTS LISTED BY THE FLORIDA EXOTIC PEST PLAN COUNCIL'S (EPPC) LIST OF INVASIVE SPECIES. "NUISANCE" SPECIES ARE NATIVE PLANTS NOT LISTED BY THE EPPC BUT ARE CONSIDERED UNDESIRABLE DUE TO THEIR COMPETITIVE EFFECTS, SUCH AS GRAPEVINE, CATTAIL, DOG FENNEL, CATBRIAR, ETC. THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT, OR ITS SUCCESSOR, MUST BE CONTACTED PRIOR TO THE ERADICATION OF NUISANCE PLANTS TO ENSURE THE COUNTY AGREES WITH DESIGNATING THE PARTICULAR PLANT SPECIES AS BEING A NUISANCE SPECIES.
2. PLANTING OF NATIVE OR NATURALIZED SPECIES THAT ARE ADAPTED TO LOCAL SITE CONDITIONS. ANY PROPOSED PLANTING OF ADDITIONAL VEGETATION SHALL FIRST BE SUBMITTED TO THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT, OR ITS SUCCESSOR, FOR REVIEW AND APPROVAL. THIS SUBMITTAL SHALL NOT BE A FORMAL FILING OR PART OF THE SITE PLAN OR ENVIRONMENTAL APPLICATION.
3. ANY OTHER ACTIVITIES SPECIFICALLY AUTHORIZED BY AN ENVIRONMENTAL MANAGEMENT PERMIT ISSUED BY THE LEON COUNTY DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT OR ITS SUCCESSOR.
4. THE GRANTEE OF THIS CONSERVATION EASEMENT (OR GRANTEE'S AUTHORIZED CONTRACTOR OR AGENT) SHALL INSTALL PERMANENT MARKER POSTS AT KEY LOCATIONS ALONG THE BOUNDARIES OF CONSERVATION EASEMENT AREAS. THESE MARKER POSTS MUST BE SPACED SUCH THAT THE LIMITS OF THE CONSERVATION EASEMENT ARE READILY DISCERNABLE. EACH POST SHALL BE EQUIPPED WITH A PERMANENT SIGN INDICATING THE AREA IS A PROTECTED CONSERVATION AREA. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROPERLY MAINTAINING THE MARKER POSTS AND SIGNS.
5. THE AREAS ARE LIMITED TO PASSIVE RECREATIONAL USES OF THE OWNERS AND THEIR GUESTS / CUSTOMERS.

B. GENERAL MAINTENANCE OF CONSERVATION EASEMENT AREAS:

EACH CONSERVATION EASEMENT AREA SHALL BE MAINTAINED IN PERPETUITY SUCH THAT THE AVERAGE PERCENT COVER ACCOUNTED FOR BY INVASIVE PLANT SPECIES DOES NOT EXCEED 5 PERCENT AND THE AVERAGE PERCENT COVER ACCOUNTED FOR BY NUISANCE PLANT SPECIES DOES NOT EXCEED 10 PERCENT. IMMEDIATELY FOLLOWING A MAINTENANCE EVENT, THE AVERAGE PERCENT COVER BY INVASIVE AND NUISANCE PLANT SPECIES SHOULD BE AS CLOSE TO 0 PERCENT AS POSSIBLE.

MAINTENANCE OF THE CONSERVATION AREA SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE ERADICATION AND CONTROL OF INVASIVE AND NUISANCE PLANT SPECIES WITHIN THE CONSERVATION EASEMENT AREA. AS USED HEREIN, THE TERM "PROPERTY OWNER" SHALL REFER TO THE PERSON OR PERSONS SHOWN AS THE PROPERTY OWNER ON THE TAX ROLL OF THE LEON COUNTY PROPERTY APPRAISER.

ALL MAINTENANCE OF CONSERVATION AREAS SHALL CONFORM TO THE LEON COUNTY ENVIRONMENTAL MANAGEMENT ACT: APPROVAL FOR THE IDENTIFIED ACTIVITIES LISTED SHALL BE OBTAINED FROM LEON COUNTY GROWTH AND ENVIRONMENTAL MANAGEMENT ENVIRONMENTAL COMPLIANCE PRIOR TO CONDUCTING THE PROPOSED ACTIVITIES.

A. USE: THE AREAS ARE LIMITED TO PASSIVE RECREATIONAL USES OF THE OWNERS. THE AREAS WILL REMAIN PRIMARILY UNDISTURBED TO ALLOW THE NATURAL PROGRESSION OF VEGETATION.

B. MAINTENANCE ACTIVITY: MECHANICAL METHODS THAT DO NOT COMPACT THE EARTH OR IMPAIR ROOT SYSTEMS SHALL BE ALLOWED IN CLEARING ACTIVITIES. NO STORING OF ITEMS OR HAZARDOUS MATERIALS SHALL OCCUR WITHIN THIS AREA.

C. PRUNING: THE AREA MAY BE PRUNED OF DEAD AND HAZARDOUS TREE LIMBS. ALL PRUNING SHALL BE PERFORMED TO A NATIONAL ASSOCIATION OF ARBORIST'S STANDARDS AND SUPERVISED BY A CERTIFIED ARBORIST. IF LIMB REMOVAL IS TO BE PERFORMED BY HAND CLIMBING, SPIKES OR ANY OTHER TOOL CAUSING BARK DAMAGE TO THE CAMBIUM LAYER OF THE TREES IS PROHIBITED.

D. INTEGRATION OF SUPPLEMENTAL PLANT MATERIAL: THE PLANTING OF APPROPRIATE NATIVE OR ADAPTED SPECIES MAY OCCUR. NO TILLING OR CULTIVATING SHALL OCCUR WITHIN THE CONSERVATION EASEMENT. NO PLANTINGS SHALL CONSIST OF INVASIVE SPECIES.

E. MULCHING: THE GROUND PLAIN OF THIS AREA MAY BE AMENDED WITH LEAF OR BARK MULCH TO ALLOW FOR REGULATING SOIL TEMPERATURES, SUPPRESSING WEED GROWTH, NUTRIENT SUPPLEMENTATION OR PEDESTRIAN ACCESS WITHIN THE CONSERVATION EASEMENT. DO NOT APPLY MULCH THAT CONTAINS SEEDS OR CLIPPINGS FROM DISEASED OR NOXIOUS PLANT MATERIAL. CYPRESS MULCH SHOULD NOT BE USED.

F. FERTILIZATION: IF DETERMINED TO BE NECESSARY BY THE CERTIFIED ARBORIST, A SLOW RELEASE ORGANIC FERTILIZER MAY BE PROVIDED AT THE MINIMUM RATE PER MANUFACTURERS INSTRUCTIONS.

G. IRRIGATION: IF NEEDED, SUPPLEMENTAL IRRIGATION CAN BE PROVIDED BY THE USE OF ABOVE GROUND MEANS.

H. TOPOGRAPHIC MODIFICATIONS: TRANSITIONAL AREAS AT THE EDGE OF THE CONSERVATION EASEMENT SHOULD MERGE WITH THE SURROUNDING LAND TYPE. AVOID ANY EROSION OR FILL SOIL ACTIVITY THAT MIGHT IMPACT THE MARGINS OF THE AREA.