

This Instrument To Be Returned to
Linda R. Hudson
Assistant City Attorney
City of Tallahassee
300 South Adams Street, Box A-5
Tallahassee, FL 32301

Attachment # 1
Page 1 of 5

Parcel No. 21-13-206-13-0000

Significant Grade Conservation Easement

(Insert Title Here – based on Information Sheet)

CONSERVATION EASEMENT

With or Without A Management Plan

DOH Roberts and Stevens Clinic - Tobacco Education Addition
(Project Name)

This conservation easement is given this day of September, 2010, by Leon County, a Government Entity, whose address is 301 South Monroe Street Tallahassee, FL, ("Grantor") to the CITY OF TALLAHASSEE, 300 South Adams Street, Tallahassee, Florida 32301 ("Grantee").

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in the City of Tallahassee, Leon County, Florida, hereinafter referred to as the "Property" more specifically described in Composite Exhibit "A" attached hereto and incorporated herein by this reference and has the full right and authority to grant this easement; and

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

WHEREAS, the Grantor is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2001), over the Property.

NOW THEREFORE, the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, creates and establishes a perpetual conservation easement upon the Property described in Composite Exhibit "A," which shall run with the land and be binding on the Grantor, its heirs, successors and assigns. Grantor acknowledges that this conservation easement is conveyed in connection with approval of a land development project known as DOH Roberts and Stevens Clinic - Tobacco Education Addition

The scope, nature and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this conservation easement to provide:
 - a. A conservation area consisting of the lands described in Composite Exhibit "A" where the processes of natural vegetation succession are allowed to proceed with an approved management plan on file in the City of Tallahassee's Growth

With or Without A Management Plan)

Management Department or without a management plan to produce a natural community consisting of trees, shrubs, understory vegetation, and other herbaceous vegetation with the land left undisturbed;

- b. When Wetlands, Floodplain, Floodways or Flood Exclusion Zone Area exist as part of the conservation easement; to allow the Grantee to periodically inundate the portion of the property identified as wetlands, floodplain, floodway or flood exclusion zone on the attached Exhibit "A" Map with surface waters and flood waters as each may occur; and
- c. When Wetlands are identified on the Exhibit "A" Map, to ensure that the portions of the property identified as wetlands will be retained and maintained forever in their existing, natural, vegetative, and hydrologic condition.

2. Except for such specific activities as authorized by the City of Tallahassee, the following activities are prohibited on the property subject to this conservation easement:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on, under, or above the ground;
- b. Dumping or placing of soil or other substances 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 predominantly 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 Property having historical or archaeological significance.

3. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

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6. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

8. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or constructed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement 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.

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

12. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement 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 Grantor divests itself of any interest in the Property; and shall run with the land and be binding on the Grantor, its successors, and assigns.

13. This Conservation Easement shall not be amended, waived or discharged, except by instrument in writing executed by Grantor and Grantee (or their respective successors and assigns) and which written document shall be recorded in the public records of Leon County, Florida.

14. The City, pursuant to the Environmental Management Ordinance and other applicable provisions of the City Code and Florida Statutes, shall enforce the terms of this conservation easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding

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not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

Signed, sealed and delivered in the presence of:

1st Witness

Witness Print Name

2nd Witness

Witness Print Name

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____, who is known to me personally or, who produced _____ as identification.

Notary Public State of Florida

Approved as to form:

Print Name
Assistant City Attorney

NORTH LINE OF THE SOUTH HALF OF SECTION 13

EAST 2389.7' (D1)

CONSERVATION EASEMENT

Commence at the Northwest corner of the Southwest Quarter of Section 13, Township 1 North, Range 1 West, Leon County, Florida and run thence East along the North line of the South Half of said Section 13 a distance of 2389.7 feet to an old fence and hedge row (this fence and hedge row described in Deed as being 2315 feet east of the Northwest corner of the Southwest Quarter); thence run South along said fence and hedge row a distance of 537.1 feet to a point marked by an old iron axle, thence continue South 132 feet to a point which is the POINT OF BEGINNING. From said POINT OF BEGINNING run thence West a distance of 117.00 feet along the North line of those certain lands described in Official Records Book 1940, Page 0076 of the Public Records of Leon County, Florida; thence leaving said North line run South 72.14 feet to a point of intersection with the South boundary of said lands; thence North 74 degrees 17 minutes 00 seconds East along said South boundary a distance of 121.54 feet to the East boundary of said lands; thence North along said East boundary, a distance of 39.21 feet to the POINT OF BEGINNING.

P.O.C.
NORTHWEST CORNER OF THE SOUTHWEST QUARTER SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST LEON COUNTY, FLORIDA

FENCE AND HEDGE ROW BEING 2315' FROM NW CORNER OF SW 1/4 PER DEED

SOUTH 537.1' (D1)

OLD FENCE AND HEDGE ROW (D1)

SOUTH 132' (D1)

NORTH 37.7' (D1)

PARCEL 21-13-20-614-0000
O.R. BOOK 200, PAGE 309

PARCEL 21-13-20-611-0000
O.R. BOOK 2167, PAGE 0611

P.O.B.

WEST

215.3' (D1)

WEST

117.00'

PROPOSED 6,514 SQ. FT. ± CONSERVATION EASEMENT

LEGEND

△	CENTRAL ANGLE	P.O.C.	POINT OF COMMENCEMENT
C	CHORD	PRM	PERMANENT REFERENCE MONUMENT
CB	CHORD BEARING	PT	POINT OF TANGENCY
(D)	DEED INFORMATION	R	RADIUS
E	EAST	R---	RANGE
LB	LICENSED BUSINESS	R/W	RIGHT OF WAY
L	LENGTH	(S)	SURVEY INFORMATION
N	NORTH	S	SOUTH
NW	NORTHWEST	SEC.	SECTION
O.R.	OFFICIAL RECORDS	T---	TOWNSHIP
(P)	PLATTED DATA	W	WEST
P.O.B.	POINT OF BEGINNING		

PARCEL 21-13-20-612-0000
O.R. BOOK 2167, PAGE 0611

SOUTH 99.8' (D1)

PARENT TRACT (D1) = O.R. BOOK 1940, PAGE 76

SOUTH 72.14'

NORTH 39.21'

N 74°17'00" E
223' (D1)

121.54'

N 74°17' E

PARCEL 21-13-20-618-0000
O.R. BOOK 200, PAGE 309

NOTES:

- 1) BEARINGS AND DISTANCES FOR EASEMENT DESCRIPTION BASED ON PARENT TRACT DEED RECORDED IN OFFICIAL RECORDS BOOK 1940, PAGE 0076, PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
- 2) NO FIELD SURVEY HAS BEEN PERFORMED TO VERIFY OVERALL PARENT TRACT BOUNDARIES.
- 3) CONSERVATION EASEMENT INTENDED TO LIE ENTIRELY WITHIN THE BOUNDARIES OF THE PARENT TRACT DEPICTED HEREON.

DRAWN BY: bjb
CHECKED BY: BJB
DATE: 08/20/2010
REVISED:
SCALE 1" = 40'

8/31/10
Barbara Jo Bergstrom
BARBARA JO BERGSTROM
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
LICENSE NO. 5754

NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

POOLE ENGINEERING & SURVEYING, Inc.

LB NO. 6745

2145 DELTA BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32303
TELEPHONE #: (850) 386-5117

SKETCH OF DESCRIPTION
6,514 SQUARE FOOT CONSERVATION
EASEMENT LOCATED IN SECTION 13,
TOWNSHIP 1 NORTH, RANGE 1 WEST
LEON COUNTY, FLORIDA

GRADY ROAD CONSERVATION EASE.