

**THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Donald F. Wright, Esq.
Wright, Fulford, Moorhead & Brown, P.A.
P.O. Box 2828
Orlando, Florida 32802-2828

**THE GRANTOR, A NONPROFIT ORGANIZATION AS DEFINED IN SUBSECTION 201.02(6),
FLORIDA STATUTES, INDICATES THAT THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY
STAMP TAX AS AUTHORIZED BY SUBSECTION 201.02(6), FLORIDA STATUTES.**

PERPETUAL CONSERVATION EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 2009, by and between the **ROTARY CLUB OF GAINESVILLE FOUNDATION, INC.**, a non-profit charitable organization, whose mailing address is 9330 NW 13th Place, Gainesville, Florida, 32606 (hereinafter referred to as the “Grantor”) and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as the “Grantee”).

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee simple of certain real property lying and being situated in Alachua County, Florida, more specifically described in Exhibit “A,” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the Grantor and Grantee mutually recognize the special character of the Property in that (1) it is surrounded by Grantee’s public conservation lands and (2) the Property is the site of Grantor’s fundraising and civic events that support Grantors service projects (“Rotary Events”); and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving certain values and the special character of the Property by conveyance to the Grantee of a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property, which shall conserve the present and rural character, ecological integrity and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property and prohibit certain further development activity on the Property.

NOW, THEREFORE, the Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency, of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, subject to rights to construct utilities, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

I. PURPOSE OF THE EASEMENT.

It is the purpose of this Easement to foster, preserve and protect in perpetuity the present character of the Property and to prevent any use of the Property that will significantly impair or interfere with the conservation value of the Property. It is also the further purpose of this Easement to reserve to the Grantors, and their successors, continuation of their current uses of the Property, including, wildlife viewing, nature study rights and Rotary Events associated with the existing and allowed improvements, and other activities consistent with the conservation purposes of this Easement, subject to the limitations hereof.

II. PROHIBITIONS AND RESTRICTIONS ON USE.

Subject to the rights and interests of Grantor hereinafter reserved in this Easement, and in furtherance of the affirmative rights of Grantee described in Section IV herein, Grantor, for itself and its successors and assigns, and with the intent that the same shall run with and bind the Property in perpetuity, does hereby make and impose with respect to the Property the following general covenants, prohibitions and restrictions relating to the use of the Property:

1. **Uses.** Except as may be permitted under Article III hereof, no commercial, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with commercial or industrial activity. No commercial or industrial land development shall be undertaken upon the Property.

2. **Structures.** Except as may be expressly permitted under Article III herein, there shall be no construction of temporary or permanent residences, buildings, facilities, utilities or infrastructure (under or above the ground) on the property, nor construction or placing mobile homes on the Property.

3. **Roads.** No additional roads, nor paving of existing roads, are permitted. Maintenance of existing roads shall be permitted as outlined in Article III hereof.

4. **Waters.** No hydrological modifications or activities which cause substantial or permanent degradation to water quality or quantity shall be permitted.

5. **Drainage.** There shall be no activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation and no acts or uses detrimental to retention of land or water areas in their existing natural condition, except for anticipated drainage or collection systems for any improved facilities, which will be subject to all applicable permitting and written approval of design from the Grantee.

6. **Historical and Archaeological Resources.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

7. **Dumping.** No soil, trash, liquid or solid waste (including sludge and bio-solids), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to those as now or hereafter defined by Federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

8. **Wildlife, Hunting and Firearms.** There shall be no hunting and no activities detrimental to fish and wildlife habitat preservation, and no firearms on the Property, except for firearms utilized by security personnel and used to control nuisance invasive species.

9. **Invasive Exotic Species.** Grantor shall not plant, nor take any action to intentionally encourage the spread of Invasive Exotic Species on the Property. For the purpose of this Agreement, Invasive Exotic Species shall mean those invasive exotic plants described in Category I or Category II of the Florida Exotic Pest Plant Council's current List of Invasive Species or the Southeastern Exotic Pest Plant Council's list of invasive species. This provision shall not prohibit controlled burning, mowing, rotary chopping, and disking in accordance with applicable BMPs.

10. **Pesticides/Herbicides/Fertilizer:** In all areas of the Property, pesticides, herbicides and fertilizers must be applied according to applicable BMP's, or in their absence, in accordance with current label instructions.

11. **Mining and Excavation.** Except as otherwise permitted under Article III of this Easement, there shall be no mining, excavation, filling or dredging on the Property.

12. **Commercial Signs or Billboards.** There shall be no commercial signs or billboards, temporary or permanent, constructed, placed or maintained upon the Property, except for temporary event signage used prior to and during Rotary Events.

13. **Conversion of Natural Areas.** Areas identified in the Easement Documentation Report as Natural Areas shall not be converted to other land uses.

14. **Water Supply Wells.** Grantor may, subject to applicable permitting, install wells for the activities permitted under this Easement.

III. **RIGHTS RESERVED TO GRANTOR.**

Grantor reserves in perpetuity, and reserves for its successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time:

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property. Further Grantor retains and reserves all rights of, in and to the Property not expressly prohibited to Grantor under Article II or expressly conveyed to Grantee under Article IV.

2. **Sale of Property.** Grantor shall have the right to sell, rent or mortgage the Property and the right to grant additional utility easements on the Property if needed to support the facility and Rotary Events allowed in this Easement. In the event Grantor desires to sell its fee simple interest in the Property, Grantor will furnish written notice to the Grantee of their intent to market the Property. If the Grantee declines to offer a value equal to or greater than the then current market value for the Property within sixty (60) days after receipt of such notice, the Grantor may sell or transfer the encumbered interest in the property exclusively to: 1) 501(c) 3 organizations established for charitable, scientific, literary, or educational purposes; 2) public educational institutions; or 3) units of government. If the Grantee fails to give any notice back to Grantor after receiving Grantor's notice of offer, the Grantee shall be deemed to have elected not to purchase. Any such interest granted subsequent to this document shall be subject to this Easement.

3. **Buildings.**

a. Grantor shall have the right to construct up to 3,800 square feet of new single story facilities, similar in character to the existing buildings, including associated utilities.

b. Grantor may replace existing structures, including the security residence, in the same footprint and with the same square footage and same height.

c. All buildings shall be situated within the "Building Envelope" shown on Exhibit 'B' attached hereto and will be shown in the Easement Documentation Report ("EDR").

d. Drainage and collection systems associated with the facilities shall be allowed in this Easement, subject to all applicable permitting requirements, and subject to written approval for the design of such from Grantee.

4. **Roads, Culverts and Ditches.** Grantor may maintain the existing roads (as all weather roads) and trails on the Property, subject to applicable permit approval. Road maintenance may include ancillary ditches, culverts and crossings provided there is no detrimental alteration of hydrology. All maintenance shall be

subject to any applicable permitting process of Grantee, and shall be in accordance with the applicable Best Management Practices (“BMP’s” as hereinafter defined). Grantor may maintain existing culverts, ditches, drains and swales on the Property.

5. **Parking.** The parking area shall not be covered or paved with any impervious substance or material. Grantee shall have the right to install security lighting, underground water piping of a residential type, and native decorative shrubbery and trees not prohibited under Article II (9), and as set forth in the Management Plan. Area defined as parking is shown in Exhibit “B” and will be shown in the EDR.

6. **Silviculture.** Grantor shall have the right to manage the timber on the Property, as indicated below in accordance with the applicable BMP’s and subject to the following conditions and restrictions. Site preparation, application of fertilizers, use of pesticides/herbicides, implementation of prescribed burning, clear cutting and harvesting methods shall be performed in accordance with applicable BMP’s and, the provisions herein, and shall be outlined in the Management Plan.

a. **Wetland Harvesting.** There shall be no harvesting in Wetland areas.

b. **Upland Harvest Areas.** Timber management in the upland planted pine areas which will be shown in the EDR is permitted, subject to applicable BMPs, and subject to the approved Management Plan.

c. **Clear Cutting and Salvage Harvesting.** There shall be no clear cutting of the Property or any portion thereof. Salvage harvesting following natural disasters, including but not limited to insect infestations, floods, droughts, storms, plant disease, or wildfires, shall be permitted in all areas of the Property in accordance with applicable BMP's. Following such disaster, all site preparation and re-establishment activities, if any will be conducted according to BMP’s and must be approved by Grantee. Grantor is not required to re-establish areas following natural disasters.

7. **Agricultural Operations and Fences.** There shall be no agricultural operations permitted on the Property. Grantor shall have the right to construct, repair and maintain existing fencing. The construction and maintenance of fences permitted under this Easement shall not substantially impede the movement of wildlife upon, onto or across the Property.

8. **Wildlife Viewing and Control.** Grantor reserves the right to (i) observe, maintain, and photograph native fish or wildlife on the Property, (ii) conduct Rotary Events associated with the existing and proposed improvements, and (iii) view and study wildlife. Grantor reserves the right to control nuisance, non-native animals in accordance with applicable Federal, State, and local laws.

9. **Access.** Grantor retains the right to control and limit all access to the Property, subject to the Grantee’s right of access.

10. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.

IV. **GRANTEE’S AFFIRMATIVE RIGHTS.**

Subject to the rights and interests of Grantor herein reserved, Grantor gives, grants and conveys the following affirmative rights to Grantee:

1. Grantee shall have visual and physical access to the Property for the purposes of inspection and enforcement of the terms and conditions of the Easement including, but not limited to, Article II, *supra*. Grantee shall furnish Grantor with reasonable advanced notice of any physical inspection of the Property, subject to the provisions of Article V herein.

2. As provided in Article V, Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including, but not limited to, the right to require restoration by Grantor of the Property to the pre-violation condition, other than changes not directly caused by a violation of Grantor's prohibitions and restrictions.

3. Grantee has and shall hereby be deemed to have acquired all development rights associated with the Property, excepting those permitted in Article III (3) above.

V. **GENERAL PROVISIONS.**

1. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor in accordance with the notice provisions of Section V.8. hereof. Failure by Grantor to cause discontinuance, abatement, or commence corrective action within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or in equity before a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the condition that existed prior to such activity; (iii) recover liquidated damages in lieu of restoration of harvested timber, and in the event Grantor harvests or causes to be harvested timber in violation of this Easement, Grantor stipulates to liquidated damages for such violation in an amount equal to two hundred percent (200%) of the then fair market value of the harvested timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of any portions of the Property altered in violation of this Easement; (iv) enjoin such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; and/or (vi) recover any damages arising from noncompliance with this Easement. Such damages, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

a. If Grantee, in its discretion, determines that Grantor is affirmatively acting in a fashion not permitted by this Easement, and further determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire; provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

b. Grantee does not waive or forfeit the right to take such action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantor hereby waives any defenses of laches with respect to any delay by Grantee in acting to enforce any restriction or exercise any rights under this Easement.

c. Grantor shall not be liable for and nothing herein shall be construed to entitle Grantee to institute any enforcement

proceedings against Grantor for any changes to the Property or plant or animal life thereon due to causes beyond Grantor's control, such as, without limitation, changes caused by fire, drought, insect infestation, flood, storm, earthquake, major plant or animal disease, acts of God, or the unauthorized wrongful acts of third persons.

2. Warranty and Title. Grantor hereby warrants that Grantor is fully vested with fee simple title to the Easement Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons claiming by, through or under Grantor, subject to easements, restrictions and reservations of record..

3. Taxes and Assessments. Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Upon request of Grantee, Grantor shall furnish to Grantee timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the notice and cure provision of this Easement, and in Grantee's absolute discretion, may pay such tax or assessment. Such payment by Grantee on behalf of Grantor shall bear interest at the statutory rate for money judgments then in effect in the State of Florida. Grantee's payment, together with interest, shall constitute a lien upon the fee interest of Grantor until repaid to Grantee with the priority date of such lien being the date of payment of the tax or assessment by Grantee. Such lien shall be enforceable by Grantee in the manner provided under the laws of the State of Florida for the foreclosure of mortgages on real property. At the present time, ad valorem taxes are due March 31 for the proceeding calendar year.

4. Transfers by Grantor. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in the Property, including, without limitation, a leasehold or other possessory interest, subject to the terms as outlined in Article III(2). The Grantor agrees to notify the Grantee prior to any transfer of title interest as outlined in Article III(2). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Alachua County, Florida.

5. Modification. The terms and conditions of this Easement may be modified only by mutual agreement, in writing, between the Grantor and the Grantee, or their respective successors or assigns.

6. Attorneys' Fees and Costs. In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, each party in such action shall bear its own fees and costs (including fees and costs of appeal) incurred by such party in regard to this dispute.

7. Successors and Assigns. The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of such Grantor and Grantee and shall continue as a servitude running in perpetuity with the Property. Grantee shall only assign its rights and obligations of this Easement to an agency of the State of Florida charged to carry out the conservation purposes that this grant is intended to carry out.

8. Notices. Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either

served personally by hand-delivery, next-day courier delivery, facsimile, or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Rotary Club of Gainesville Foundation, Inc.
Attn: F. Wesley Eubank
9330 NW 13th Place
Gainesville, Florida 32606
Phone: (352) 332-5878 Fax: (352) 215-3375

To the Grantee: St. Johns River Water Management District
Director, Department of Operations and Land Resources
4049 Reid Street
Palatka, Florida 32177
Telephone: (386) 329-4576 Fax: (386) 329-4125

With copy to: Donald F. Wright, Esquire
Wright, Fulford, Moorhead & Brown, P.A.
145 North Magnolia Avenue
Orlando, Florida 32802
Phone: (407) 425-0234 Fax: (407) 425-0260
Email: dwright@wfmbllaw.com

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery, or within three (3) days from the date of mailing if sent by registered or certified mail.

9. Mediation. From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator who is mutually acceptable and having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Section V hereof.

10. No Waiver of Regulatory Authority. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee.

11. Condemnation or Determination of Necessity for Public Utilities. If the Property, or any portion thereof, is condemned under the power of eminent domain, or determined necessary for public utility purposes, Grantee and/or Grantor shall be entitled to compensation in accordance with applicable law to the extent and in the proportion that the rights of each party are affected by any such act of condemnation.

12. Environmental Indemnification. Grantor hereby indemnifies and agrees to save, defend and hold harmless Grantee from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs and other liabilities (whether legal or equitable in nature including, without limitations, attorneys fees and costs) claimed or asserted

by or on behalf of any person or governmental authority and caused by a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws (and not caused by Grantee, its agents or employees). Provided, however, in the event that Grantee is named or joined as a party in a suit or proceeding alleging a violation of Environmental Laws (or a violation by Grantor's agents, employees, invitees or guests), Grantee shall give Grantor timely notice of such suit or proceeding. Upon receipt of such notice, Grantor shall tender a defense of Grantee in such action or proceeding. Grantee shall have the right to reasonably approve Grantor's selection of counsel for such defense. So long as Grantor tenders and maintains such defense on behalf of Grantee, the indemnity provisions of this Paragraph shall not extend to attorneys' fees and costs incurred or paid by Grantee in defense of such suit or proceeding if such fees and costs are independent of the defense tendered by Grantor. Grantor's indemnity shall not apply to any violation of Environmental Laws for which Grantor would otherwise have no liability under applicable Environmental Laws. The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect.

13. Best Management Practices. As used in this Easement, the term "Best Management Practices" ("BMP's") shall be deemed to be those Best Management Practices that are approved by any of the following: Florida Department of Agriculture and Consumer Services ("DACS"), University of Florida Institute of Food and Agricultural Sciences ("IFAS"), Natural Resources Conservation Service ("NRCS"), the local soil and water conservation district, Florida Cattlemen's Association Water Quality BMP's for Cow/Calf Operations or in the absence of the foregoing, those BMP's then utilized as the prevailing practices for commercial ranching and silviculture operations in Florida.

VI. EASEMENT DOCUMENTATION REPORT. Grantor and Grantee acknowledge and agree that an Easement Documentation Report (EDR) of the Property shall be prepared by the Grantee within 60 days of the recordation in the public records of this Easement. The EDR shall be approved by Grantee and Grantor as an accurate representation of the physical, ecological, and biological condition of the Property at the time of the grant of this Easement. The EDR, signed by Grantor and Grantee, will be recorded in the Public Records of Alachua County, Florida, and placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the EDR and any other relevant documents, surveys, photographs or other information to assist in the resolution of the controversy. The EDR shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property.

VII. MANAGEMENT PLAN AND ANNUAL REPORT.

1. Management Plan. Grantor and Grantee acknowledge that a Management Plan (the "Management Plan") for the Property has been prepared, or will be prepared by the Grantor, within 180 days of the recordation in the public records of this Easement. The Management Plan shall be prepared by Grantor, is subject to approval by Grantee, and shall relate to Grantor's uses, operations and improvements upon the Property as reserved or permitted to Grantor by this Easement. At a minimum, the Management Plan will include a list of traditional Rotary Events, plans for parking area, timber management and buildings and roads construction and maintenance. Grantor shall prepare the Management Plan in consultation with the local soil and water district, the Natural Resources Conservation Service or IFAS, setting for Grantor's timber management plans and related activities upon the Property. The Management Plan shall specify that these activities are to be conducted upon the Property in accordance with the applicable BMP's. The Management Plan shall be subject to revision by addenda submitted by Grantor no more frequently than semi-annually, but no less frequently than every five (5) years. The Management Plan shall be consistent with the purposes of this Easement. In no event shall the Management Plan allow or contemplate activities that are not permitted or reserved by this Easement.

2. Annual Report. On or before March 31 of each year, Grantor shall prepare and furnish to Grantee an annual report, in a format reasonably acceptable to Grantee, including (i) documenting Grantor's compliance with the Management Plan and the Easement for the preceding calendar year period, (ii) stating the Grantor's activities and Rotary Events upon and use of the Property during the preceding calendar year period, and (iii) providing for the Grantor's proposed activities and Rotary Events upon and use of the Property during the current/upcoming calendar year period.

VIII. DUTY OF CARE. Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecological, and hydrological character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement, to become effective as of the day and year first above written.

**Signed, Sealed and Delivered
In the Presence of:**

Print name: _____

Print name: _____

**ROTARY CLUB OF GAINESVILLE
FOUNDATION, INC.**

C. LEE PINKOSON, PRESIDENT
"Grantor"

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2009, by **C. Lee Pinkoson as President of Rotary Club of Gainesville, Inc.,** who is personally known to me or produced _____ as identification.

Notary Public-State of Florida

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

Print Name: _____

By: _____
Name: KIRBY B. GREEN III
Title: Executive Director

Print Name: _____

Attest: _____
Name: WILLIAM H. CONGDON
Title: Deputy General Counsel

“Grantee”

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

Wright, Fulford, Moorhead & Brown, P.A.

By: _____
Donald F. Wright, Esq.

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2009, by **Kirby B. Green III**, as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2009, by **William H. Congdon**, as Deputy General Counsel of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or who provided _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida

EXHIBIT "A"

Legal Description

For: Rotary Club of Gainesville Foundation, Inc.
Subject Parcel

A portion of Section 22, Township 9 South, Range 21 East, Alachua County, Florida; being more particularly described as follows:

Commence at a 4"x4" concrete monument found at the northeast corner of Section 22, Township 9 South, Range 21 East, and run thence South 01°13'59" East along the east boundary of said Section, a distance of 2460.94 feet to a point on the northwesterly right-of-way line of State Road No. 26 (66' right-of-way); thence South 58° 11'57" West, along said right-of-way line, 1515.93 feet; thence North 62°48'39" West, 88.98 feet; thence North 00°01'31" West, 1051.00 feet to a 5/8" rebar and cap (stamped "LB 2389") and the Point of Beginning; thence North 00°15'55" East, 742.69 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 40°23'22" East, 431.89 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 23°53'20" East, 291.55 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 31°42'46" East, 205.40 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 69°02'05" West, 225.55 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence South 35°11'53" West, 270.10 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 78°56'03" West, 402.95 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence South 34°42'47" West, 603.19 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence North 82°40'27" West, 193.46 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence South 11°24'43" West, 559.21 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence South 30°08'54" East, 105.34 feet to a 5/8" rebar and cap (stamped "LB 2389"); thence South 08°44'59" West, 290.87 feet to a rebar and cap (stamped "LB 2389"); thence South 85°28'10" East, 365.51 feet to a rebar and cap (stamped "LB 2389"); thence South 87°35'44" East, 483.73 feet to a rebar and cap (stamped "LB 2389"); thence South 85°37'05" East, 42.24 feet to the Point of Beginning.

Containing 27.765 acres (1,209,432 square feet), more or less.

SJRWMD Approved 06-21-09



C:\Documents and Settings\Michelle Cameron\Desktop\WPD\LEGALS\Gainesville Rotary_Legal_060309.doc

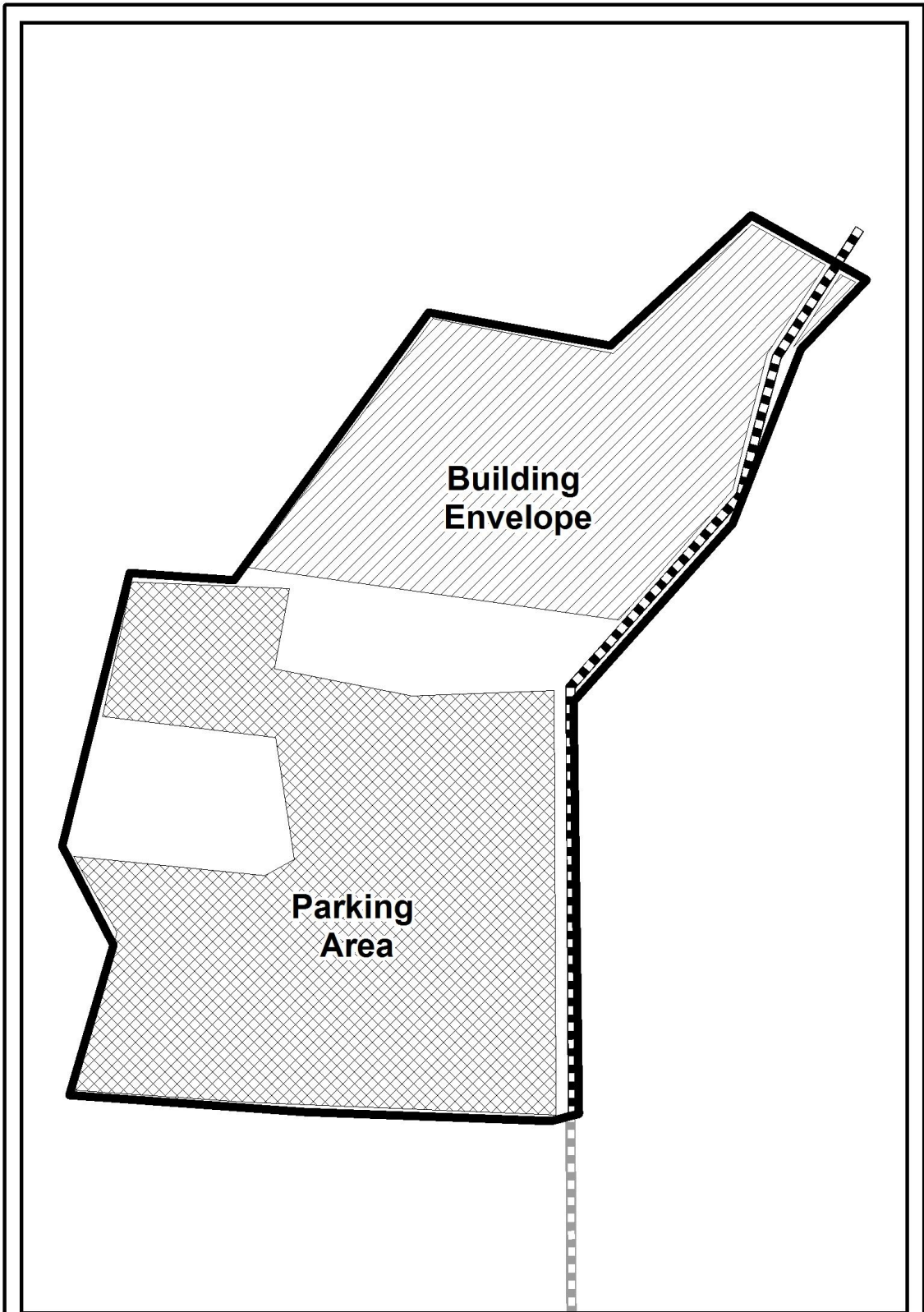


Exhibit "B"

190 95 0 Feet

1:2542

Subject 27.43 acres

District Easement

Rotary Easement

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.

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