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J. K. "BUDDY" IRBY
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ALACHUA COUNTY, FLORIDA
CLERK10 Receipt#316632
Project Name: Watermelon Pond Section 1, Ashton
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CONSERVATION EASEMENT

This instrument prepared by:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877



DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 30th day Jan 2007 by RAY E. ASHTON, JR and PATRICIA S. ASHTON, whose address is 14260 West Newberry Road, #331, Newberry, Florida 32669 ("Grantor"), in favor of the ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877 ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors and assigns.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the natural, scenic, and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, geologic features and the animal and plant populations on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Watermelon Pond Ashton Conservation Easement Tract in Alachua County, Florida", dated _____ ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation shall be signed by the Grantor and Grantee and shall be on file with the Grantor and in the offices of the Alachua County Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation is available from the Department on request. Exhibit "B" is a copy of a map of the Property as contained within the Baseline Documentation.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

E. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

F. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring

properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

G. The Grantor further intends, as owner of the Property, to convey to Grantee, the right to preserve and protect the conservation values of the Property in perpetuity as defined herein.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, licensees, and third parties.

ARTICLE II. PURPOSE OF EASEMENT

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through stewardship guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance and enhancement of wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance and enhancement of species biodiversity;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- Continued scientific research and environmental education.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

The Property is divided into three distinct area types designated as "Natural Areas", "Semi-Natural Areas" and "Developed Areas" and the land uses permitted under this Conservation Easement vary in some instances depending on the area type classification as set forth herein and such area type designations are mapped or identified in the Baseline Documentation. The "Developed Areas" refer to areas with dwellings, pole barns or other structures where human habitation agriculture or scientific research is conducted. The "Semi-Natural Areas" refer to areas which are used for agriculture or scientific research. "Semi-Natural Areas" are no different than "Natural Areas" except that they are managed for continued agricultural use or the benefit of certain species of interest such as gopher tortoises by the intentional planting and propagation of non-native turf grasses and herbaceous plants and/or by the presence of enclosures and other infrastructure for the monitoring of or confinement of these animal species. Areas not designated in the Baseline Documentation as either "Semi-Natural Areas" or "Developed Areas" shall be deemed "Natural Areas".

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. **Grantee's Interest.** The right to enforce protection of the conservation values of the Property by granting Grantee the right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

B. **Development Rights.** All current and future subdivision, residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. **Grantee's Ingress and Egress.** The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Nothing within this paragraph shall constitute a limitation on any of the Grantee's rights and remedies set forth in this Easement.

D. **Right of First Refusal.** The right of first refusal to purchase the Property or any interest therein or portion thereof, in fee if the Grantor proposes to sell the Property or any interest therein or portion thereof to a third party other than a lineal descendant or an entity in which Grantor owns a controlling interest, and the right to purchase the Property from the estate or trust of Grantor, or from a third party if a third party other than a lineal descendant receives the Property as a gift or devise. Grantee's exercise of its right of first refusal shall be subject to all statutory and regulatory requirements in effect when Grantee elects to exercise its right of first refusal.

E. **Indemnification.** The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property and the right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

F. **Protection of Natural Resources.** The right to have the Property maintained in its natural state as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

ARTICLE IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted:

A. **Dumping.** No soil, trash, liquid or solid waste (including sludge), 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. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities, provided that there is no significant impact to the conservation values of the Property.

B. Mining. The exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. Water Resources. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property or commercial sale of water extracted from the Property.

D. Cultural Resources. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archeological significance.

E. Vegetation. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of vegetation native to the natural communities designated in the Baseline Documentation is prohibited except as otherwise specifically provided in this Easement or in those areas designated in the Easement Stewardship Plan. Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council (Florida E.P.P.C.) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7CFR360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52 F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57 F.A.C.), 5) listed in a successor list to any of the above lists, or 6) a similar list contained in the Easement Stewardship Plan, except that non-native turf grasses such as Bahia are permitted for the continued scientific research on the Property within designated "Semi-Natural Areas" or "Developed Areas", provided that such non-native grass species do not adversely impact "Natural Areas". The Grantor shall otherwise control all nuisance, noxious or invasive exotic or non-native plants on the Property to the greatest degree practicable and hereby grants to Grantee the authority to develop and implement an exotic plant removal plan to remove the plants from the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall the rights conveyed to Grantee hereunder be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

F. Non-Native Animal Species. The existence of non-native animal species on the Property, such as Indian Star Tortoises is acknowledged and is permitted for the continued scientific, educational or agricultural activities on the Property, provided that they remain within the "Semi-Natural Areas" or "Developed Areas" of the Property only and provided that any necessary permitting is maintained. All allowable activities on the Property relating to non-native animal species shall be conducted in accordance with all federal, State of Florida and local regulations. Such non-native animal species shall not be permitted to enter into "Natural Areas". Notwithstanding anything contained herein to the contrary, no non-native animal species shall be permitted to remain on any portion of the Property if such presence poses a significant threat to the health or survival of native species or other conservation values of the Property.

G. Commercial Activity. There shall be no commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity, other than for the continued scientific research and environmental education and all activities permitted thereby, or for agricultural or silviculture operations conducted in accordance with the rights and restrictions otherwise agreed upon herein.

H. New Construction. There shall be no new construction or placing of temporary or permanent buildings, antennae, towers, mobile homes or other structures in, on or above the ground of the Property except as expressly permitted in Article V.D., or as may be necessary by Grantor for maintenance or normal operations of the

Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes of the Property. There shall be no construction or creation of new roads or trails, except that fire lines may be constructed pursuant to Article V.D.1.c.

I. Motorized Access. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, or (iii) to accomplish the reserved rights including but not limited to the agricultural, scientific and educational purposes contemplated by this Easement.

J. Agricultural Use. There shall be no more intense agricultural use of the Property than currently exists on the Property as depicted in the Baseline Documentation, except as may be specifically reserved to Grantor for their personal use or otherwise reserved to Grantor herein. Lands that are depicted in the Baseline Documentation as "Natural Areas" shall remain natural and shall not be converted to other uses.

K. Listed Species. Actions or activities, not specifically provided for in this easement for the existing or future scientific research and education purposes, which may reasonably be expected to adversely affect threatened or endangered species.

L. Signs. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantee or Grantor may erect and maintain signs designating the Property as land under the protection of Grantee and signs related to education, research, and no trespass, hunting or access signs.

M. Subdivision. There shall be no subdivision of the Property.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the purpose of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the purposes of this Easement.

A. Recreation. The right to use the Property for non-commercial hiking, camping, observing wildlife, photographing, hunting, and fishing and to introduce and stock native fish except where it would adversely impact state or federally protected species or other wildlife on the Property, provided that the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above.

B. Prescribed Burning. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

C. Mortgage. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

D. New Construction. Grantor may construct and place any new or additional structures on the Property, including full or part-time residences for habitation, only as allowed herein below and subject to all applicable rules and regulations of governmental entities with jurisdiction:

1. **The Grantor and their successors may, without the prior consent of the Grantee, and provided there is no adverse impact to the conservation values of the Property:**
 - a. Maintain, repair, restore, and remodel any and all buildings, septic tanks, drain fields, roads, driveways, fences, ponds and drainage ditches that were in existence as of the date of this Easement as evidenced by the Baseline Documentation ("Existing Improvements") to keep the Existing Improvements in an attractive and usable condition, subject to obtaining

all consent or permits lawfully required therefore, and provided such maintenance is consistent with the Easement Stewardship Plan, and with the purposes of this Easement.

- b. Replace the Existing Improvements with improvements of the same size and character and in the same location, if any of the existing facilities on the Property require reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, provided there is no increase in the footprint of the improvement. The size and location of the existing buildings is documented in the Baseline Documentation.
- c. Maintain trails and fire lines necessary to protect and manage the natural resources of the Property, provided such maintenance is consistent with the Easement Stewardship Plan, and with the purposes of this Easement.
- d. Erect regulatory signs, or signs identifying the owner or name of the Property.
- e. Construct temporary fencing and enclosures to be used as part of the ongoing scientific research and environmental education activities on the Property, provided such fences or enclosures do not have an adverse impact on the conservation values of the Property.

2. Only with the prior consent of the Grantee, the Grantor and their successors may:

- a. Construct fire lines, temporary roads or timber staging areas for physical access to the buildings or for uses allowed under this Easement, provided such fire lines or roads do not have an adverse impact on the conservation values of the Property; provided however, in emergency situations, as defined in Article IV (H) above, Grantor may construct fire lines without the prior consent of Grantee.
- b. Enlarge the existing residence and outbuildings, lab, classroom and research structures depicted in Exhibit B, by no more than a combined total of three thousand (3,000) square feet, provided any such enlargement does not have an adverse impact on the conservation values of the Property and that they remain in the designated "Developed Areas" or "Semi-Natural Areas". Notwithstanding the foregoing, the maximum enlargement of the residential building depicted on Exhibit "B" alone shall not exceed one thousand (1,000) square feet.
- c. Construct new buildings designed, constructed and utilized exclusively for the purpose of supporting the scientific and educational purposes of the Grantors; but together with all the improvements described in Article V.D.2. shall not exceed five thousand (5,000) square feet. Access driveways and other support infrastructure for this new construction will be situated as to minimize impact to the conservation values that are the subject of this Easement and are only permitted in designated "Developed Areas" or "Semi-Natural Areas".
- d. Total impact of enlargements and new construction described in Article V.D.2., including access and all support infrastructure shall not exceed one (1) contiguous acre.

E. Use of Improvements. The right to exclusive use of the improvements depicted in the Baseline Documentation, subject to rights granted to Grantee.

F. Agriculture and Other Uses. The right to continue existing agricultural and ecosystem management practices that further the Conservation Purposes and as are depicted in the Baseline Documentation and Easement Stewardship Plan. Grantor's right to conduct scientific and agricultural activities on the Property is subject to the following conditions and restrictions:

- a. The Grantor agrees not to convert any acreage to a more intensive agricultural use.
- b. Grantor retains the right to restore to a more natural state the "Semi-Natural Areas" or Developed Areas".

- c. Commercial breeding of non-native animal species shall be conducted only in "Developed Areas" or "Semi-Natural Areas". Non-native animal species shall not be introduced into "Natural Areas".
- d. Grantor may keep cattle only in designated "Developed Areas" or "Semi-Natural Areas". Cattle shall not be permitted within "Natural Areas".

G. Access Control. Grantor reserves the right to control access including posting of signs, and placement of fences and gates to the Property, provided such fences or gates do not have an adverse impact on the conservation values of the Property.

H. Scientific Research and Education Grantor reserves the right to continue the existing low-intensity scientific research, charitable and environmental education uses on the Property, including activities for a fee, consistent with the restrictions and rights contained herein, and consistent with the federal, State of Florida and local regulations that may apply, and consistent with the adopted Easement Stewardship Plan for the Property.

ARTICLE VI. NOTICE AND APPROVAL

If Grantee's approval or notice to Grantee is required by any of the provisions of this Easement Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. This paragraph shall not be construed to apply to licenses or permits issued by Grantee or the Department of Environmental Protection in their regulatory capacity.

Where Grantee's approval is required by the terms of this Easement, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefor or within 30 days after Grantee's next meeting at which the item is duly noticed and acted upon, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

Where an agent has been retained by Grantee to monitor compliance with the terms and conditions of this Easement (herein, "the Easement Monitor"); then notification shall be made to the Easement Monitor and the Easement Monitor's approval of the proposed activity shall be and constitute Grantee's approval.

ARTICLE VII. GRANTEE'S REMEDIES

A. Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, 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 provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that

Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession or prescription.

D. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph IX.A. and IX.B.; and (3) the existence or administration of this Easement.

ARTICLE VIII. NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE IX. EASEMENT STEWARDSHIP PLAN

An Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and responsibilities, shall be developed and mutually agreed upon by the parties as follows: The Easement Stewardship Plan shall reflect the purpose and covenants of this Easement. Nothing in the Easement Stewardship Plan shall conflict with the purpose or any covenant of this Easement. The Easement Stewardship Plan shall be prepared by or on behalf of Grantor, its designee or successor. Hereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months of activity covered in the Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor may revise the Easement Stewardship Plan annually and submit it to the Grantee for approval. Grantee authorizes the County Manager, or his designee, to approve amendments and updates to the Easement Stewardship Plan. The Easement Stewardship Plan and future revisions thereto shall describe the current condition and desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period. Every ten (10) years, the Easement Stewardship Plan shall be revised, if necessary, and the revised Easement Stewardship Plan shall be adopted for the next ten (10) year period. In the event Grantor fails or refuses to submit a ten (10) year Easement Stewardship Plan, Grantee may develop and prepare an Easement Stewardship Plan and it shall be adopted and complied with by Grantor. Grantee shall have forty-five (45) days from the date of receipt to review the ten (10) year Easement Stewardship Plan and submit revisions to the Grantor. Grantor must incorporate those revisions, or otherwise correct the Easement Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of the Easement. Should Grantee not respond to the submitted Easement Stewardship Plan within the forty-five (45) days, it will be presumed that Grantee has approved the Easement Stewardship Plan as submitted.

ARTICLE X. MISCELLANEOUS

A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. **Taxes Grantor has the right to contest tax appraisals, assessments, taxes and other charges on the Property.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph IX.D. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph IX.C., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

E. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity or nonprofit organization whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out.

G. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage

prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

I. **Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

J. **Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

K. **Amendments.** The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

L. **Controlling Law.** The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Easement.

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

O. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

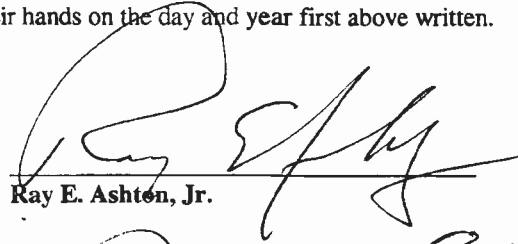
P. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

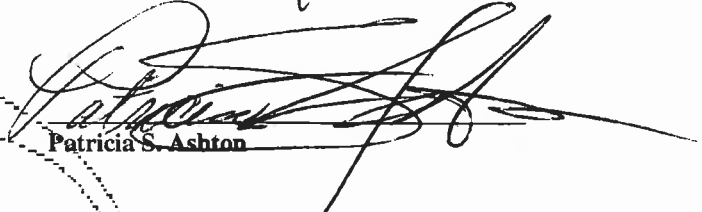
Q. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

R. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

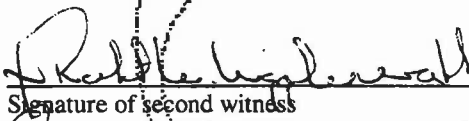

Ray E. Ashton, Jr.


Patricia S. Ashton

Witnesses:


Signature of first witness

Ron Carpenter
Printed name of first witness

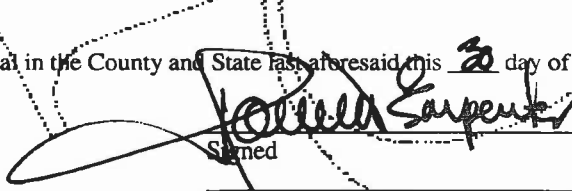

Signature of second witness

Robert L. Longworth
Printed name of second witness

STATE OF FLORIDA
COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Ray E. Ashton, Jr. & Patricia S. Ashton who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of January 2007.


Signed

Printed
NOTARY PUBLIC
My Commission Expires:



INSTRUMENT # 2310192
15 PGS

ALACHUA COUNTY

By: Paula M. DeLaney
Paula M DeLaney,
As its: Chair, Board of County Commissioners

Date: _____

ATTEST:

J.K. "Buddy" Iroy
J.K. "Buddy" Iroy, Clerk

Approved as to Form and Legality:

David W. Wagner
David W. Wagner, County Attorney

(Corporate Seal)

EXHIBIT "A"

**INSTRUMENT # 2310192
15 PGS**

Parcel 1:

The Northwest 1/4 of the Southeast 1/4 of Section 11, Township 11 South, Range 17 East; ALSO, the East 413.29 feet of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 11 South, Range 17 East, all lying and being in Alachua County, Florida.

TOGETHER WITH an easement for ingress and egress over the North 100 feet of Section 6, Township 11 South, Range 18 East; the North 100 feet of Sections 1 and 2, Township 11 South, Range 18 East; the West 100 feet of Section 2, Township 11 South, Range 17 East; thence West 100 feet of the North 1/2 of Section 11, Township 11 South, Range 17 East, Alachua County, Florida; the North 100 feet of Section 10, Township 11 South, Range 17 East, to the waters of Watermelon Pond, Alachua County, Florida.

SUBJECT TO and TOGETHER WITH a non-exclusive easement of ingress, egress and public utilities 40 feet on either side of the following described centerline:

For a Point of Beginning, commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 (also being the Southwest corner of the Southwest 1/4 of the Northwest 1/4) of Section 11, Township 11 South, Range 17 East, Alachua County, Florida, and run East along the North line of said Northwest 1/4 of the Southwest 1/4 of Section 11 to the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence run North along the East line of the Southwest 1/4 of said Section 11, a distance of 357.41 feet; thence run North 86 deg. 54 min. 48 sec. East, a distance of 885.61 feet; thence run South 03 deg. 52 min. 50 sec. East, 367.26 feet to a point on the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence run East along the South line of said Southeast 1/4 of the Northwest 1/4 and along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 11 to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11 (being also the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 11) which point shall hereinafter be referred to as reference Point "A", from said reference point run North along the East line of the Southwest 1/4 of the Northeast 1/4 to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section; thence return to reference Point "A" and run South along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 11 to the Southeast corner of the said Northwest 1/4 of the Southeast 1/4.

Parcel 2:

The Southeast 1/4 of the Southwest 1/4 of Section 11, Township 11 South, Range 17 East, Alachua County, Florida.

LESS:

A tract of land situated in the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 11 South, Range 17 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at an iron pipe being the Southwest corner of the aforementioned Southeast 1/4 of the Southwest 1/4 of Section 11, Township 11 South, Range 17 East, for the Point of Beginning and run North 01 deg. 03 min. 28 sec. West, along the West line of said Southeast 1/4 of the Southwest 1/4, a distance of 75 feet to a fence line running East and West; thence run North 89 deg. 37 min. 18 sec. East, along said fence line, a distance of 1251.21 feet to the intersection of said fence line with the South line of said

Southeast 1/4 of the Southwest 1/4; thence run South 86 deg. 11 min. 21 sec. West, along said South line, a distance of 1252.57 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over the North 100 feet of Section 6, Township 11 South, Range 18 East; the North 100 feet of Sections 1 and 2, Township 11 South, Range 17 East; the West 100 feet of Section 2, Township 11 South, Range 17 East; the West 100 feet of the North 1/2 of Section 11, Township 11 South, Range 17 East, Alachua County, Florida; the North 100 feet of Section 10, Township 11 South, Range 17 East, to the waters of Watermelon Pond.

TOGETHER WITH a non-exclusive easement for ingress, egress and public utilities 40 feet on either side of the following described centerline: Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of the aforementioned Section 11, Township 11 South, Range 17 East for the Point of Beginning of said centerline; easement lines will be lengthened or shortened to begin on the West line of said Section 11; thence run North 87 deg. 33 min. 00 sec. East, along the North line of said Northwest 1/4 of the Southwest 1/4 of Section 11, a distance of 1316.70 feet to the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence run South 01 deg. 03 min. 28 sec. East, along the East line of said Northwest 1/4 of the Southwest 1/4, a distance of 1301.91 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 11 and the terminus of said centerline, easement lines will be lengthened or shortened to terminate on the North line of the South 1/2 of the Southwest 1/4 of said Section 11.

TOGETHER WITH doublewide mobile home bearing ID Nos. 1V630219AY and 1V630219BY.

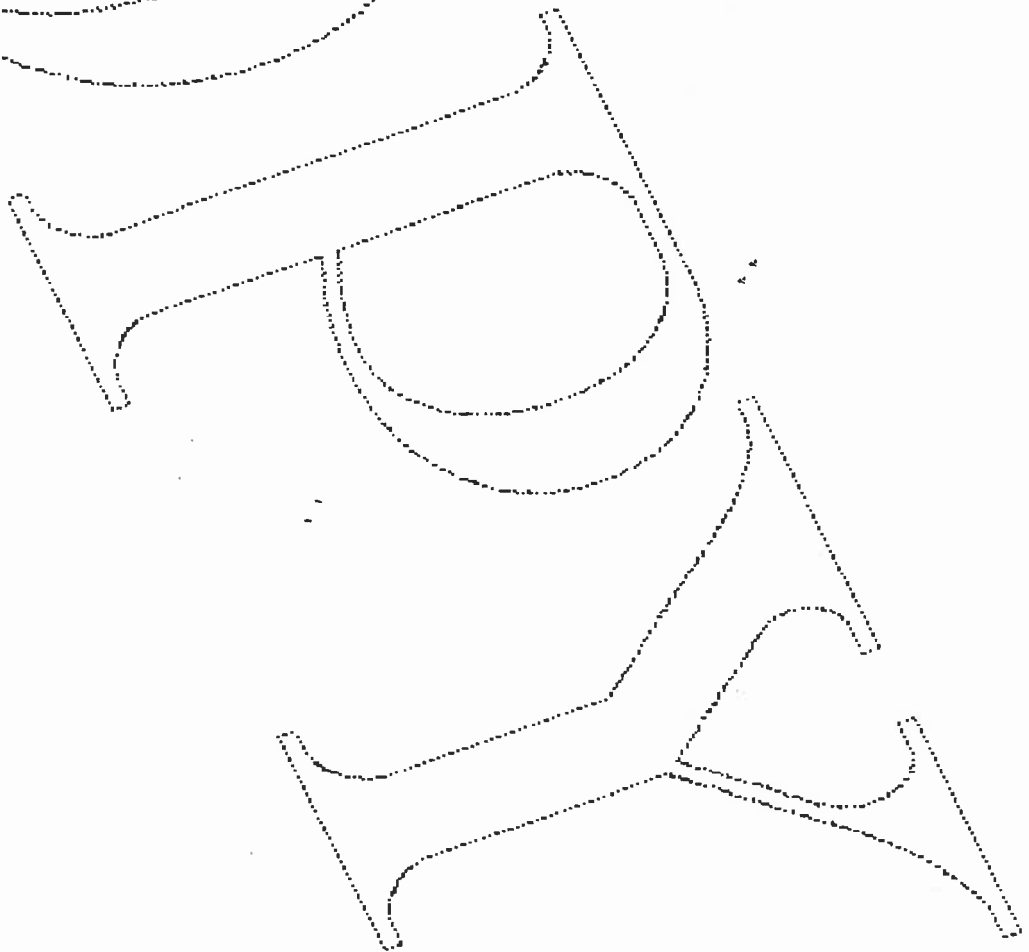
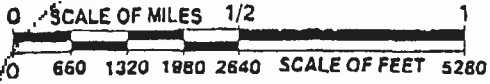


EXHIBIT "B"

TWP.11S-RNG.17E

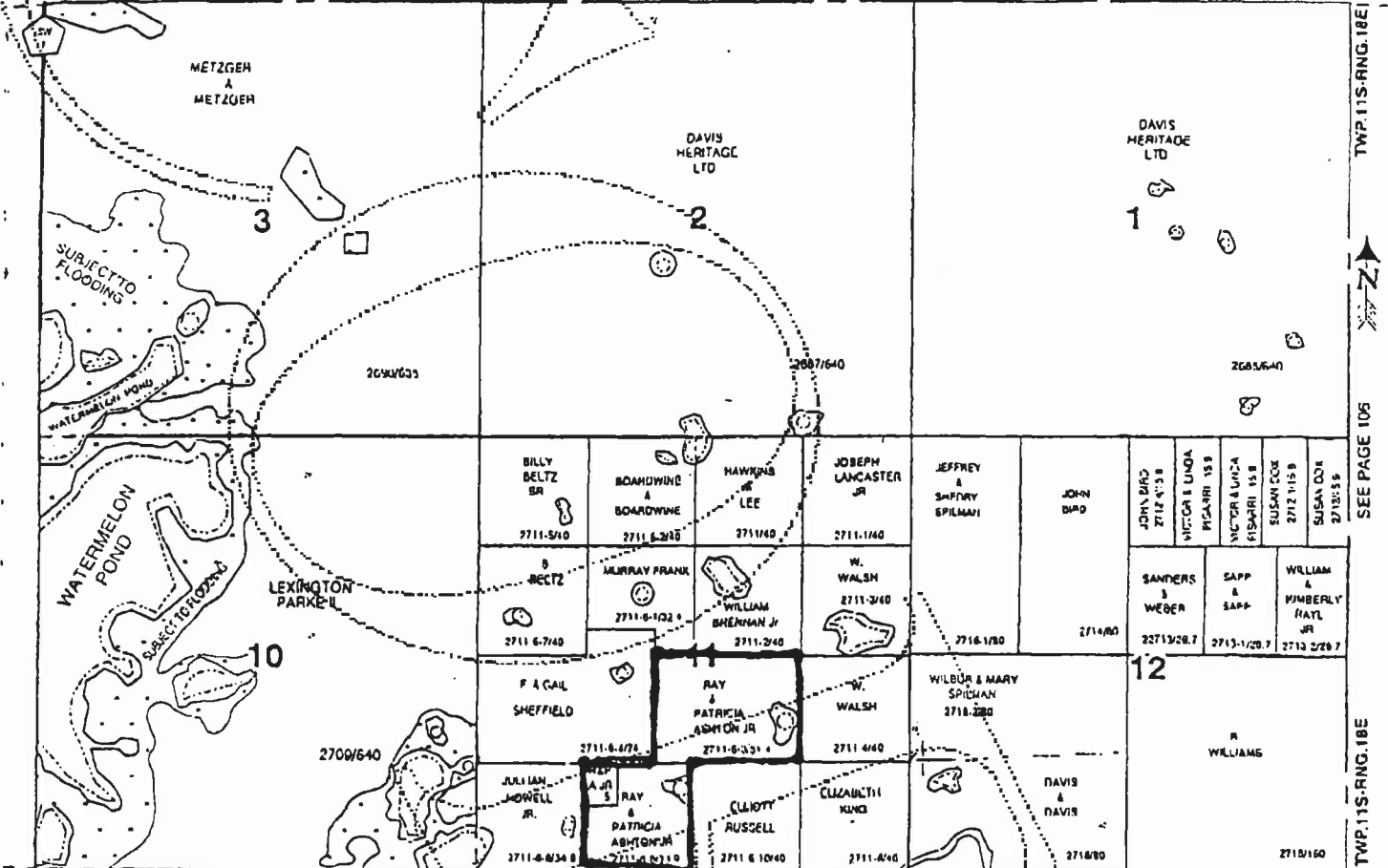
EAST QUADRANT
ALACHUA COUNTY, FLORIDA



TWP.10S-RNG.17E

SEE PAGE 83

TWP.10S-RNG.17E



LEVY COUNTY

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LEVY COUNTY

TWP.11S-RNG.18E
SEE PAGE 105

