

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

Parcel No. 11-27-20-007-000-0

DOCUMENTARY TAX PD  
\$ 0.70  
INTANGIBLE TAX PD  
\$ 0.00

**Wetlands and 100 Year Undisturbed Floodplain**

**CONSERVATION EASEMENT**

**With A Management Plan**

**Weems Plantation**

**(Project Name)**

This conservation easement is given this 3<sup>rd</sup> day of January 2003, by **T AND T OF TALLAHASSEE, INC.**, a Florida corporation, whose mailing address is 2811-E Industrial Plaza, Tallahassee, Florida 32301, ("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

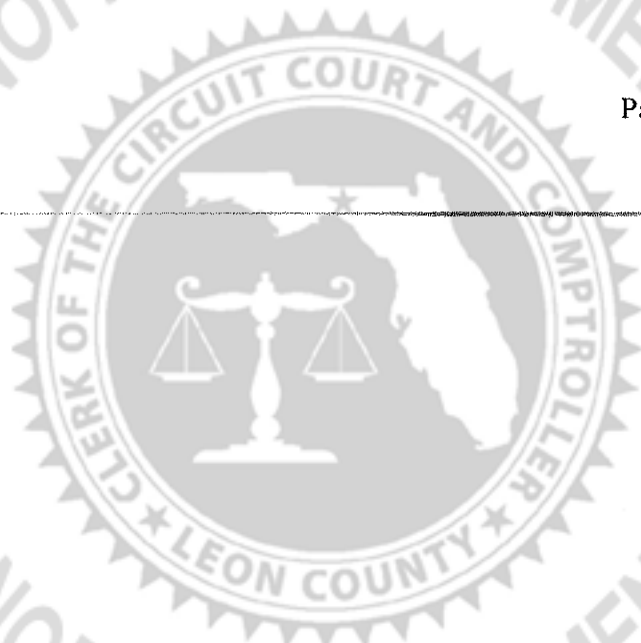
WHEREAS, the Environmental Management Ordinance, 90-O-0044AA, as amended, requires a conservation easement for certain on-site areas of a development to ensure that such areas will be protected and preserved; and

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 WEEMS PLANTATION.

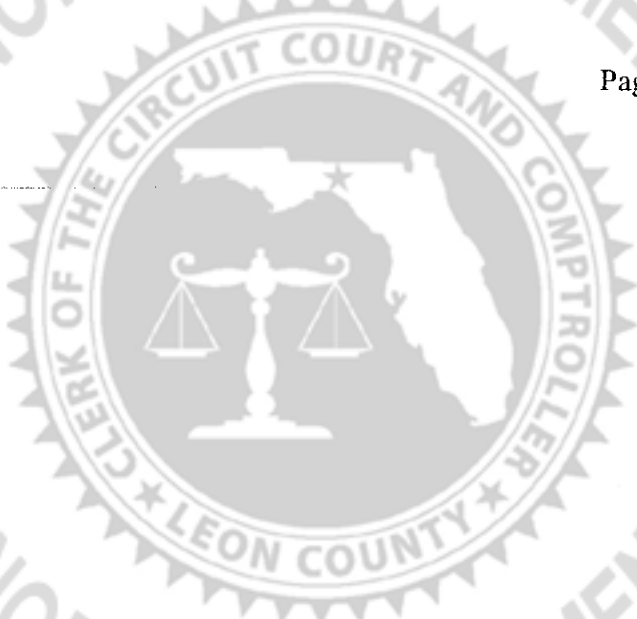
The scope, nature and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this conservation easement to provide:



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- 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 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;
- 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;



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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;

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;

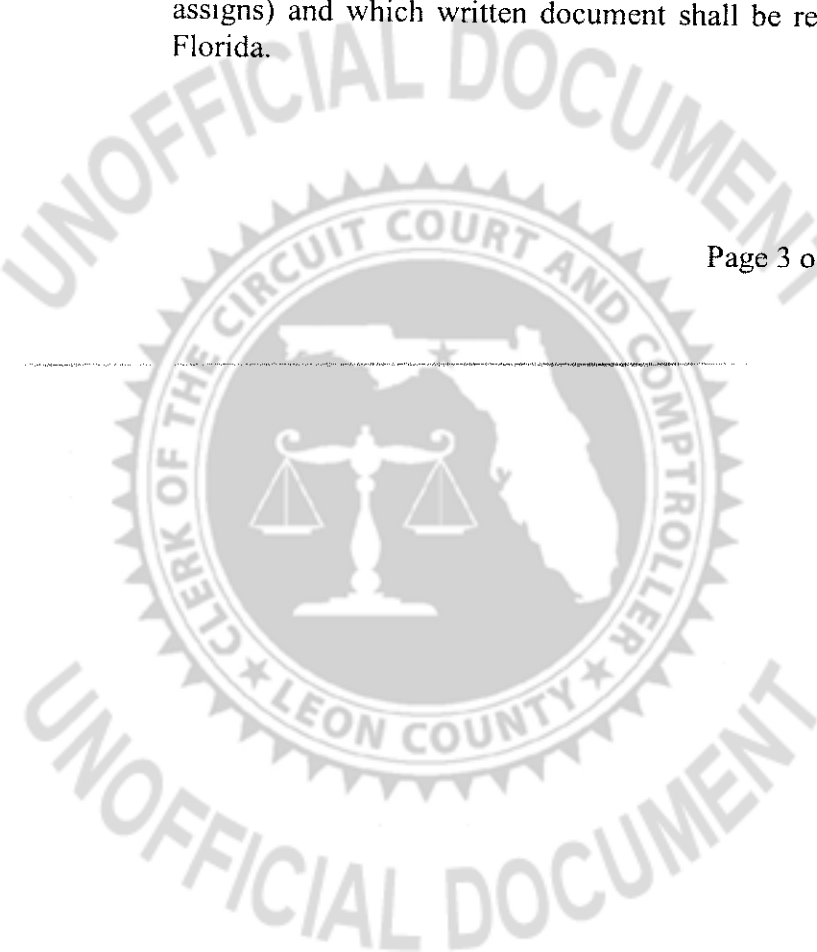
9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and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



Wetlands and 100 Year Undisturbed Floodplain Conservation Easement  
With A Management Plan

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

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 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:

T AND T OF TALLAHASSEE, INC.,  
a Florida corporation

Wilma Sims  
1<sup>st</sup> Witness  
Wilma Sims  
Witness Print Name

By: [Signature]  
MEHRDAD GHAZVINI, President

Gwendolyn S Rasmussen  
2<sup>nd</sup> Witness  
Gwendolyn S Rasmussen  
Witness Print Name

R20030000590  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2790 PG: 01090  
JAN 03 2003 11:16 AM  
BOB INZER, CLERK OF COURTS

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of January 2003, by MEHRDAD GHAZVINI, as President of T and T of Tallahassee, Inc., a Florida corporation,  who is known to me personally or  who produced Florida Driver's License # 215-554-56-343 as identification.

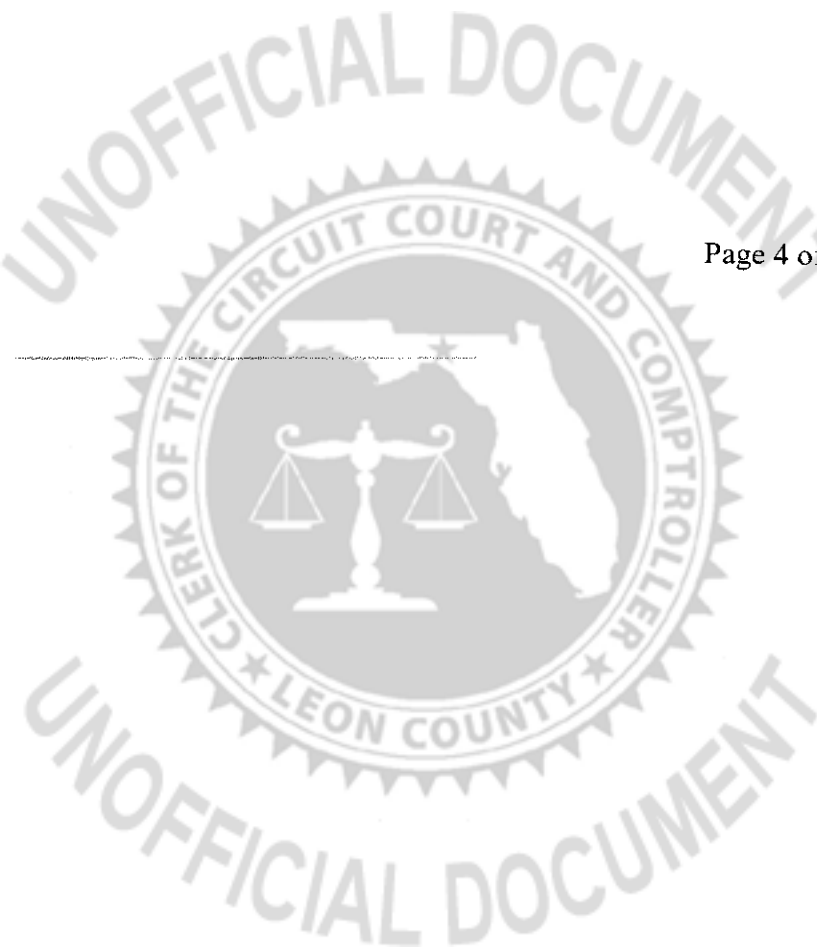
Gwendolyn S Rasmussen  
Notary Public State of Florida

Approved as to form:

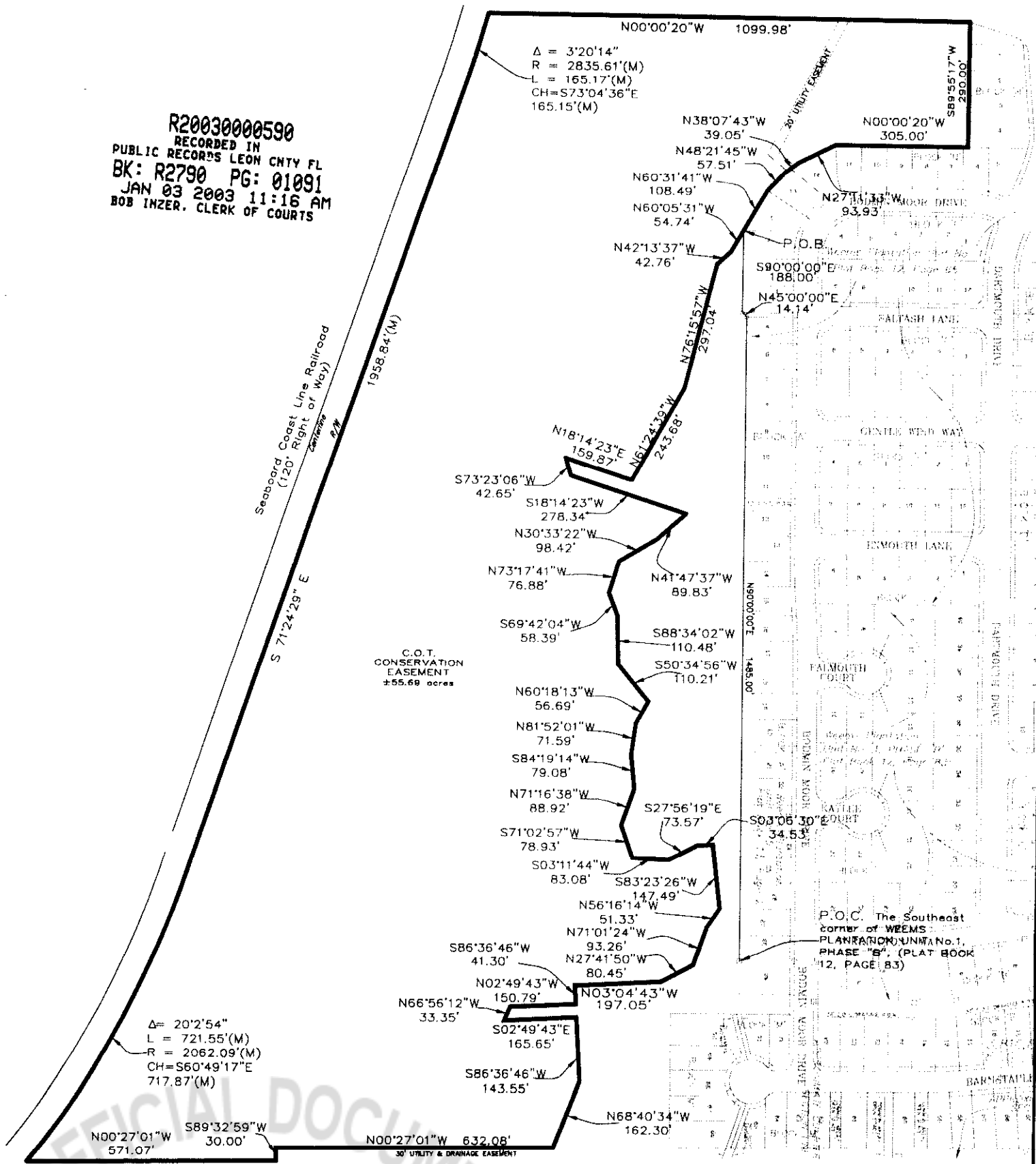
Linda R Hurst  
Assistant City Attorney's Office



Gwendolyn S. Rasmussen  
MY COMMISSION # CC821400 EXPIRES  
March 28, 2003  
BONDED THROUGH TROY FAIN INSURANCE, INC.



R20030000590  
 RECORDED IN  
 PUBLIC RECORDS LEON CNTY FL  
 BK: R2790 PG: 01091  
 JAN 03 2003 11:16 AM  
 BOB INZER, CLERK OF COURTS



**Notes:**

1. This is not a Boundary Survey
2. Bearings based on Plat of WEEMS PLANTATION UNIT No. 1. (P.B. 12, PAGE 83)

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

*Alan D. Platt*

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

1/27/02  
 DATE SIGNED

DATE SURVEYED

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

SHEET 1 OF 2

SKETCH OF LEGAL DESCRIPTION OF:

City of Tallahassee Conservation Easement  
 Section 27, Township 1 North, Range 1 East,  
 Leon County, Florida

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

CERTIFIED TO:

Composite  
 Exhibit "A"

DRAWING:  
 1639CE-akt.dwg  
 PROJECT:  
 1639

Legal Description

Conservation Easement

R20030000590  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2790 PG: 01092  
JAN 03 2003 11:16 AM  
BOB INZER, CLERK OF COURTS

Commence at the Southeast corner of WEEMS PLANTATION UNIT No.1, PHASE "B", as recorded in Plat Book 12, Page 83 of the public records of Leon County, Florida. Thence run West a distance of 1485.00 feet, thence run South 45 degrees 00 minutes 00 seconds West a distance of 14.14 feet, thence run West a distance of 188.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 60 degrees 31 minutes 41 seconds West, a distance of 108.49 feet, thence run North 48 degrees 21 minutes 45 seconds West, a distance of 57.51 feet, thence run North 38 degrees 07 minutes 43 seconds West, a distance of 39.05 feet, thence run North 27 degrees 11 minutes 33 seconds West, a distance of 93.93 feet, thence run North 00 degrees 00 minutes 20 seconds West, a distance of 305.00 feet, thence run South 89 degrees 55 minutes 17 seconds West, a distance of 290.00 feet, thence run South 00 degrees 00 minutes 20 seconds East, a distance of 1099.98 feet, to the Northerly right of way boundary of the Seaboard Coast Line Railroad and the point of curvature of a curve concave to the Southwest. From said point of curvature, thence run Southeasterly along a curve having a radius of 2835.61 feet, through a central angle of 03 degrees 2 minutes 14 seconds for an arc length of 165.17 feet (the chord bears South 73 degrees 04 minutes 36 seconds East a distance of 165.15 feet), thence run South 71 degrees 24 minutes 29 seconds East, a distance of 1958.84 feet to a point of curvature of a curve concave to the Southwest. From said point of curvature, thence run Southeasterly along said curve having a radius of 2062.09 feet through a central angle of 20 degrees 02 minutes 54 seconds for an arc length of 721.55 feet (the chord bears South 60 degrees 49 minutes 17 seconds East a distance of 717.87 feet). Thence leaving said right of way of Seaboard Coast Line Railroad, run North 00 degrees 27 minutes 01 seconds West, a distance of 571.07 feet, thence run South 89 degrees 32 minutes 59 seconds West, a distance of 30.00 feet, thence run North 00 degrees 27 minutes 01 seconds West, a distance of 632.08 feet, thence run North 68 degrees 40 minutes 34 seconds West, a distance of 162.30 feet, thence run South 86 degrees 36 minutes 46 seconds West, a distance of 143.55 feet, thence run South 02 degrees 49 minutes 43 seconds East, a distance of 165.65 feet, thence run North 66 degrees 56 minutes 12 seconds West, a distance of 33.35 feet, thence run North 02 degrees 49 minutes 43 seconds West, a distance of 150.79 feet, thence run South 86 degrees 36 minutes 46 seconds West, a distance of 41.30 feet, thence run North 03 degrees 04 minutes 43 seconds West, a distance of 197.05 feet, thence run North 27 degrees 41 minutes 50 seconds West, a distance of 80.45 feet, thence run North 71 degrees 01 minutes 24 seconds West, a distance of 93.26 feet, thence run North 56 degrees 16 minutes 14 seconds West, a distance of 51.33 feet, thence run South 83 degrees 23 minutes 26 seconds West, a distance of 147.49 feet, thence run South 03 degrees 06 minutes 30 seconds East, a distance of 34.53 feet, thence run South 27 degrees 56 minutes 19 seconds East, a distance of 73.57 feet, thence run South 03 degrees 11 minutes 44 seconds West, a distance of 83.08 feet, thence run South 71 degrees 02 minutes 57 seconds West, a distance of 78.93 feet, thence run North 71 degrees 16 minutes 38 seconds West, a distance of 88.92 feet, thence run South 84 degrees 19 minutes 14 seconds West, a distance of 79.08 feet, thence run North 81 degrees 52 minutes 01 seconds West, a distance of 71.59 feet, thence run North 60 degrees 18 minutes 13 seconds West, a distance of 56.69 feet, thence run South 50 degrees 34 minutes 56 seconds West, a distance of 110.21 feet, thence run South 88 degrees 34 minutes 02 seconds West, a distance of 110.48 feet, thence run South 69 degrees 42 minutes 04 seconds West, a distance of 58.39 feet, thence run North 73 degrees 17 minutes 41 seconds West, a distance of 76.88 feet, thence run North 30 degrees 33 minutes 22 seconds West, a distance of 98.42 feet, thence run North 41 degrees 47 minutes 37 seconds West, a distance of 89.83 feet, thence run South 18 degrees 14 minutes 23 seconds West, a distance of 278.34 feet, thence run South 73 degrees 23 minutes 06 seconds West, a distance of 42.65 feet, thence run North 18 degrees 14 minutes 23 seconds East, a distance of 159.87 feet, thence run North 61 degrees 24 minutes 39 seconds West, a distance of 243.68 feet, thence North 76 degrees 15 minutes 57 seconds West, a distance of 297.04 feet, thence run North 42 degrees 13 minutes 37 seconds West, a distance of 42.76 feet, thence run North 60 degrees 05 minutes 31 seconds West, a distance of 54.74 feet to the POINT OF BEGINING. Containing ±55.69 acres.

