William C. Robinson, Jr., Senior Attorney
Division of State Lands, FDEP
3900 Commonwealth Blvd.
Mail Station 115
Tallahassee, FL 32399-3000

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 28th day June, 2010 by L. L. Hiers, Jr. and Jodie Hiers a/k/a Jodie L. Hiers whose address is 22454 Northwest 6th Street, Dunnellon, Florida 34431 ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("Grantee").

UNOFFICIAL COPY

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 Levy 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 special character of the Property and have the common purpose of conserving certain 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 character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

UNOFFICIAL COPY

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the L. L. Hiers, Jr. Conservation Easement Tract in Levy County, Florida", dated June 9, 2010 ("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 is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation is available from the Department on request.

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.

UNOFFICIAL COPY

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.

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").

UNOFFICIAL COPY

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, and licensees.

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 management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- 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.
- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.
- Provide a natural firebreak by expanding the current boundaries to the adjacent road
- Provide water resources for fire suppression activities

UNOFFICIAL COPY

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 Conservation Purposes of this Easement.

UNOFFICIAL COPY

III. RIGHTS GRANTED TO THE GRANTEE

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

A. The right to enforce protection of the conservation values of the Property;

B. All future 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 that have been encumbered or extinguished by this Easement 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.

UNOFFICIAL COPY

C. 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.

D. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes 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.

E. The right of ingress and egress to the Property.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days thereafter, Grantor may sell the Property free of the right granted herein. Provided, however, that closing on such sale shall occur within one year of the date of Grantor's notice to Grantee. If the Property, or such portion thereof or interest therein as is applicable, has not sold within one year after Grantee's notice to Grantor that Grantee does not intend to negotiate acquisition of the property or within one year after failure to reach agreement to terms of an acquisition, then any intent to sell the Property thereafter shall

UNOFFICIAL COPY

UNOFFICIAL COPY

between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. 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.

I. 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.

J. The right to have the Property maintained 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.

UNOFFICIAL COPY

K. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

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. 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.

UNOFFICIAL COPY

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, 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. 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

UNOFFICIAL COPY

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 this restriction, Grantor shall be allowed to dig one well for each residence allowed under the provisions of Article V.

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any sites deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

UNOFFICIAL COPY

F. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in this Easement.

F. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.

G. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations.

H. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except 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.

UNOFFICIAL COPY

I. The construction or creation of new roads or jeep trails.

J. 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, (iii) for cattle ranching, timber harvesting, preparation and planting of wildlife food plots or in support or agricultural operations as contemplated in this Easement, and (iv) to retrieve game that has been hunted legally.

UNOFFICIAL COPY

K. Areas currently improved, currently designated for agricultural activities, or currently designated as wildlife food plots, as established by the Baseline Documentation may continue to be used for those activities. Areas that are currently in improved pasture as depicted in the Baseline Documentation shall not be converted to more intense agricultural use. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas. Grantor in conjunction with Grantee will develop a management plan based upon the baseline documentation report and future goals of the Grantor within two years of the effective date of the easement.

L. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

M. Any subdivision of the land except as may otherwise be provided in this Easement.

N. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

UNOFFICIAL COPY

O. There shall be no commercial water wells on the Property.

P. There shall be no harvesting of Cypress on the Property.

Q. There shall be no mitigation banks pursuant to section 373.4135 et seq. Florida Statutes, established on 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 Conservation Purposes 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 Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as 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. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights.

UNOFFICIAL COPY

B. 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. 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. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

UNOFFICIAL COPY

and such other facilities on the Property as depicted in the Baseline Documentation. If any of the now existing facilities on the Property requires reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no larger than one hundred twenty five (125%) percent of the size of the original structure it replaces as such size is documented in the Baseline Documentation, and shall be situated at the same site.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to construct one (1) new residential structure on the Property, along with an access driveway and appropriate-sized outbuildings such as barns, as more particularly described hereinafter. The residential structure shall be limited to 5,000 square feet and have no more than two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts shall be limited to 2.5 contiguous acres each, including a new access driveway, all of which shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation. The new residence shall be located within a 20-acre area that includes the existing structure as designated in the Baseline Documentation.

UNOFFICIAL COPY

H. The right to engage in silviculture only within those areas depicted on the Baseline Documentation as silvicultural areas, in accordance with the Silvicultural Best Management Practices of the Division of Forestry of the Florida Department of Agriculture and Consumer Services or its successor.

I. The right to construct, enlarge, and/or maintain firebreaks as depicted on the Baseline Documentation through disking or mowing, but by no other means, only after consultation with and approval of the Division of Forestry or successor agency in order to minimize surface or wetland disturbances.

J. The right to exclusive use of the improvements depicted in the Baseline Documentation.

K. The right to develop and maintain wildlife openings and wildlife food plots as depicted on the Baseline Documentation.

UNOFFICIAL COPY

ARTICLE VI. 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 Conservation Purposes 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

UNOFFICIAL COPY

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 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.

UNOFFICIAL COPY

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 VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

UNOFFICIAL COPY

ARTICLE VII. ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition. However, in furtherance of the various Conservation Purposes set forth in Article II above, this Easement does convey to the Department of

UNOFFICIAL COPY

D.) the right to enter upon the Property at reasonable times to conduct prescribed fire activities and to draw water from water wells for use during prescribed fire activities and wildfire suppression activities; provided, however, that such entry shall be upon prior reasonable notice to Grantor, and DOF shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantor and Grantee may discuss providing public access such as recreational trails or educational outreach opportunities in the future.

ARTICLE VIII. 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.

UNOFFICIAL COPY

B. **Taxes.** 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 Conservation Purposes 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 VIII.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.

UNOFFICIAL COPY

D. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph VIII.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

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

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 Levy 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.

UNOFFICIAL COPY

L. **Controlling Law**. The laws of the State of Florida 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 Conservation Purposes 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 Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

UNOFFICIAL COPY

of 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. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

Q. **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.

UNOFFICIAL COPY

R. **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.

S. **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.

GRANTOR

L. L. Hiers, Jr.

Witnesses:

Signature of first witness

Gregory V. Beauchamp

Printed name of first witness

UNOFFICIAL COPY

Signature of second witness

Douglas K. McKoy

Printed name of second witness

UNOFFICIAL COPY

COUNTY OF _____

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 L. L. Hiers, Jr., 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 ____ day of June, 2010.

DOUGLAS K. MCKOY
MY COMMISSION # DD993935
EXPIRES May 20, 2014
(407) 398-0153 FloridaNotaryService.com

Douglas K. McKoy
Signed
Douglas K. McKoy
Printed
NOTARY PUBLIC
My Commission Expires:

UNOFFICIAL COPY

Witnesses:

Gregory V. Beauchamp
Signature of first witness
Gregory V. Beauchamp
Printed name of first witness

Douglas K. McKoy
Signature of second witness
Douglas K. McKoy
Printed name of second witness

GRANTOR

Jodie L. Hiers
Jodie Hiers a/k/a Jodie L. Hiers

UNOFFICIAL COPY

UNOFFICIAL COPY

COUNTY OF Levy

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 Jodie Hiers a/k/a Jodie L. Hiers, 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 ____ day of June, 2010.

DOUGLAS K. MCKOY
MY COMMISSION # DD993935
EXPIRES May 20, 2014
(407) 398-0153 FloridaNotaryService.com

Douglas K. McKoy
Signed
Douglas K. McKoy
Printed
NOTARY PUBLIC
My Commission Expires:

UNOFFICIAL COPY

Witnesses:

Mike Long
Signature of first witness

Mike Long
Printed name of first witness

Judy K Warrick
Signature of second witness

Judy K. Warrick
Printed name of second witness

GRANTEE:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BY DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:
NAME: Deborah Poppell
AS ITS: Director

6/25/10
Date signed by Grantee

UNOFFICIAL COPY

BLA-503. Revised 7-21-064-30-09

UNOFFICIAL COPY

APPROVED FOR CLOSING
JUN 28 2010
BY: WILLIAM C. ROBINSON, JR.

COUNTY OF LEON

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 Deborah Poppell, as Director of the Division of State Lands of the Florida Department of Environmental Protection, 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 on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of June, 2010.

UNOFFICIAL COPY

Victoria F. Thompson
Signed

Printed
NOTARY PUBLIC
My Commission Expires:

VICTORIA F. THOMPSON
Commission # DD 876903
Expires May 26, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

UNOFFICIAL COPY

UNOFFICIAL COPY

'EXHIBIT A'

Parcel 1:

A parcel of land in Sections 13 & 14, Township 14 South, Range 16 East, Levy County, Florida, being more particularly described as follows:

The North 3/4 of Section 13, Township 14 South, Range 16 East, lying South of the Southerly right of way line of Levy County Road C-326, and lying East of the Easterly right of way line of the Florida Power Corporation Otter Creek, Lebanon section of the High Springs - Inglis 66 KV Line.

UNOFFICIAL COPY

AND

All that portion of the Southeast ¼ of the Northeast ¼ and the Northeast ¼ of the Southeast ¼ of Section 14, Township 14 South, Range 16 East, lying East of the Easterly right of way line of the Florida Power Corporation Otter Creek, Lebanon section of the High Springs - Inglis 66 KV Line.

Together with an easement for ingress and egress over and across the following described property:

For a Point of Beginning, commence at the intersection of the South line of the North 3/4 of Section 13, Township 14 South, Range 16 East, Levy County, Florida, and the Easterly right of way line of the Florida Power Corporation Otter Creek, Lebanon section of the High Springs - Inglis 66 KV Line; thence North 21°19'55" West, along said Easterly right of way line, 100.00 feet; thence South 68°40'05" West, 60.00 feet; thence South 21°19'55" East, 180.72 feet; thence South 80°14'31" West, 280.38 feet; thence South 58°05'50" West, 311.35 feet to the approximate centerline of Old Lebanon Road; thence South 51°54'35" East along said centerline, 63.85 feet; thence North 58°05'50" East, 277.76 feet; thence North 80°14'31" East, 342.17 feet to an intersection with said Easterly right of way line of Florida Power Corporation Power line; thence North 21°19'55" West, along said Easterly right of way line, 154.25 feet to close on the Point of Beginning.

UNOFFICIAL COPY

AND

Parcel 3:

The Northeast ¼ of Northwest ¼ of Section 24, Township 14 South, Range

2/10/2010

UNOFFICIAL COPY

16 East, Levy County, Florida.

AND

Parcel 4:

All that portion of the South ½ of the NE ¼ and the SE ¼ of Section 14, Township 14 South, Range 16 East, Levy County, Florida, lying Easterly of the centerline of Old Lebanon Road and lying Westerly of the Easterly right of way line of the Florida Power Corporation Otter Creek, Lebanon section of the High Springs - Inglis 66 KV Line.

AND

UNOFFICIAL COPY

Parcel 5:

All that portion of the NW ¼ of SW ¼ of Section 13, Township 14 South, Range 16 East, Levy County, Florida, lying Westerly of the Easterly right of way line of the Florida Power Corporation Otter Creek, Lebanon section of the High Springs - Inglis 66 KV Line.

AND

All that portion of the South ¼ of Section 13, Township 14 South, Range 16 East, Levy County Florida, lying Easterly of the centerline of Old Lebanon Road.

AND

Parcel 6:

UNOFFICIAL COPY

All that portion of the North 3/4 of the North ½ of Section 24, Township 14 South, Range 16 East, Levy County, Florida, lying Easterly of the centerline of Old Lebanon Road, LESS AND EXCEPT the NE ¼ of the NW ¼ of Section 24, Township 14 South, Range 16 East, Levy County, Florida.

AND

All that portion of the South ¼ of the North ½ of Section 24, Township 14 South, Range 16 East, Levy County, Florida, lying Easterly of the centerline of Old Lebanon Road.

AND

UNOFFICIAL COPY

All that portion of the South ½ of Section 24, Township 14 South, Range 16 East, Levy County, Florida, lying Easterly of the centerline of Old Lebanon Road. LESS and EXCEPT the SE ¼ of the SW ¼ of Section 24, Township 14 South, Range 16 East, Levy County, Florida.

AND

All that portion of the East ½ of Section 25, Township 14 South, Range 16 East, Levy County, Florida lying Easterly of the centerline of Old Lebanon Road.

AND

All that portion of the NE ¼ of Section 36, Township 14 South, Range 16 East, Levy County, Florida, lying Easterly of the centerline of Old Lebanon Road.

LESS AND EXCEPT County Road Number 317 (Also Known As Old Lebanon Road).

UNOFFICIAL COPY

UNOFFICIAL COPY

2/10/2010

UNOFFICIAL COPY