

Attachment A

A1 – Aerial of GREC Site Boundary

A2 – Lease Memo with Survey Sketch of GREC Site

Certified Boundaries
A3 – Signed & Sealed Boundary Survey/Aerial Photograph of the

A4 – Aerial Photograph of the Final Rights of Way for the offsite
Linear Facilities (natural gas pipeline and sanitary sewer pipeline)

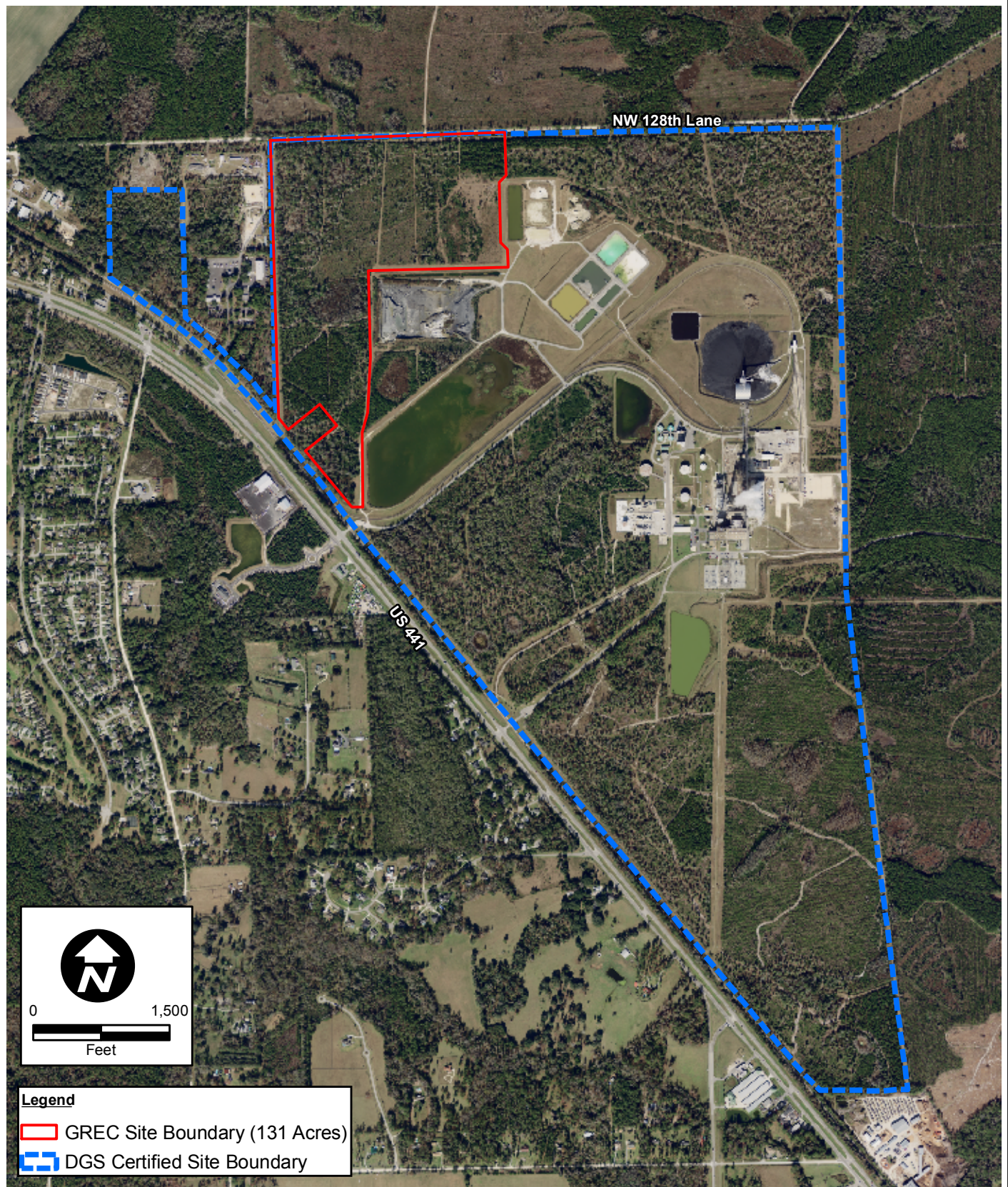


FIGURE 3.1.1-3.

GREC SITE

Sources: GRU, 2009; FDOT, 2008; GENESIS, 2009; ECT, 2009.

Sep 28, 2009 01:18 PM

BOOK 3909 PAGE 2085

J. K. IRBY

Clerk Of Circuit Court
Alachua County, Florida
CLERK3 Receipt # 422122

2530973

6 PGS

This Document Prepared By:
Kristie A. Williams, Land Rights Coordinator
Gainesville Regional Utilities
PO Box 147117
Gainesville, FL 32614-7117

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this 28th day of September, 2009, by and between The City of Gainesville, Florida, d/b/a Gainesville Regional Utilities ("Lessor") and Gainesville Renewable Energy Center, LLC, ("Tenant") and evidences that on the 28th day of September, 2009, a Lease Agreement was executed for the real property described in Exhibit "A", attached hereto and made a part hereof ("the Premises").

1. **Lease Term.** The term of the Lease shall be for forty seven (47) years commencing on the 28th day of September, 2009 and terminating at midnight on September 28, 2056.
2. **Premises.** Subject to the terms of the Lease, Lessor has leased to Tenant the use of the Premises, and during the term of the Lease, Lessor has granted Tenant an easement for ingress, egress and utilities over that property described in Exhibit "B", attached hereto and made a part hereof, which easement is recorded in Official Records Book 3909, Page 2082 of the Public Records of Alachua County, Florida.
3. **Notices.** All notices, requests, demands, and other communications to the Lessor or Tenant shall be made at the following addresses:

Lessor:

Gainesville Regional Utilities
PO Box 147117
Gainesville, Florida 32614-7117
Att.: Robert E. Hunzinger, General Manager

Tenant:

Gainesville Renewable Energy Center, LLC
75 Arlington Street, 5th Floor
Boston, MA 02116
Att.: James S. Gordon, President

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LESSOR

Signed, sealed and delivered
in the presence of:

Print Name: Rita K. Strother

Print Name: RAYMOND C. MANASCO, JR

CITY OF GAINESVILLE, FLORIDA
d/b/a GAINESVILLE REGIONAL UTILITIES

By:
Robert E. Hunzinger
General Manager for Utilities

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TENANT

Signed, sealed and delivered
in the presence of:

Joshua H. Levine
Print Name: Joshua H. Levine
Vivek Ravishanker
Print Name: Vivek Ravishanker

GAINESVILLE RENEWABLE ENERGY
CENTER, LLC

By: *James S. Gordon*
James S. Gordon
President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Robert E. Hunzinger, General Manager for Utilities, of the City of Gainesville, Florida, a municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said corporation, he executed the foregoing instrument on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Rita K. Strother
Notary Public, State of Florida
My commission expires: May 12, 2012



STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by James S. Gordon, President of Gainesville Renewable Energy Center, LLC, a Delaware Limited Liability Company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Laura Martin
Signature of Notary
Print Name: Laura Martin
Notary Public, State of Massachusetts
My Commission Expires: July 4, 2014

Approved as to Form and Legality:

By: *Raymond O. Manasco, Jr.*
Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

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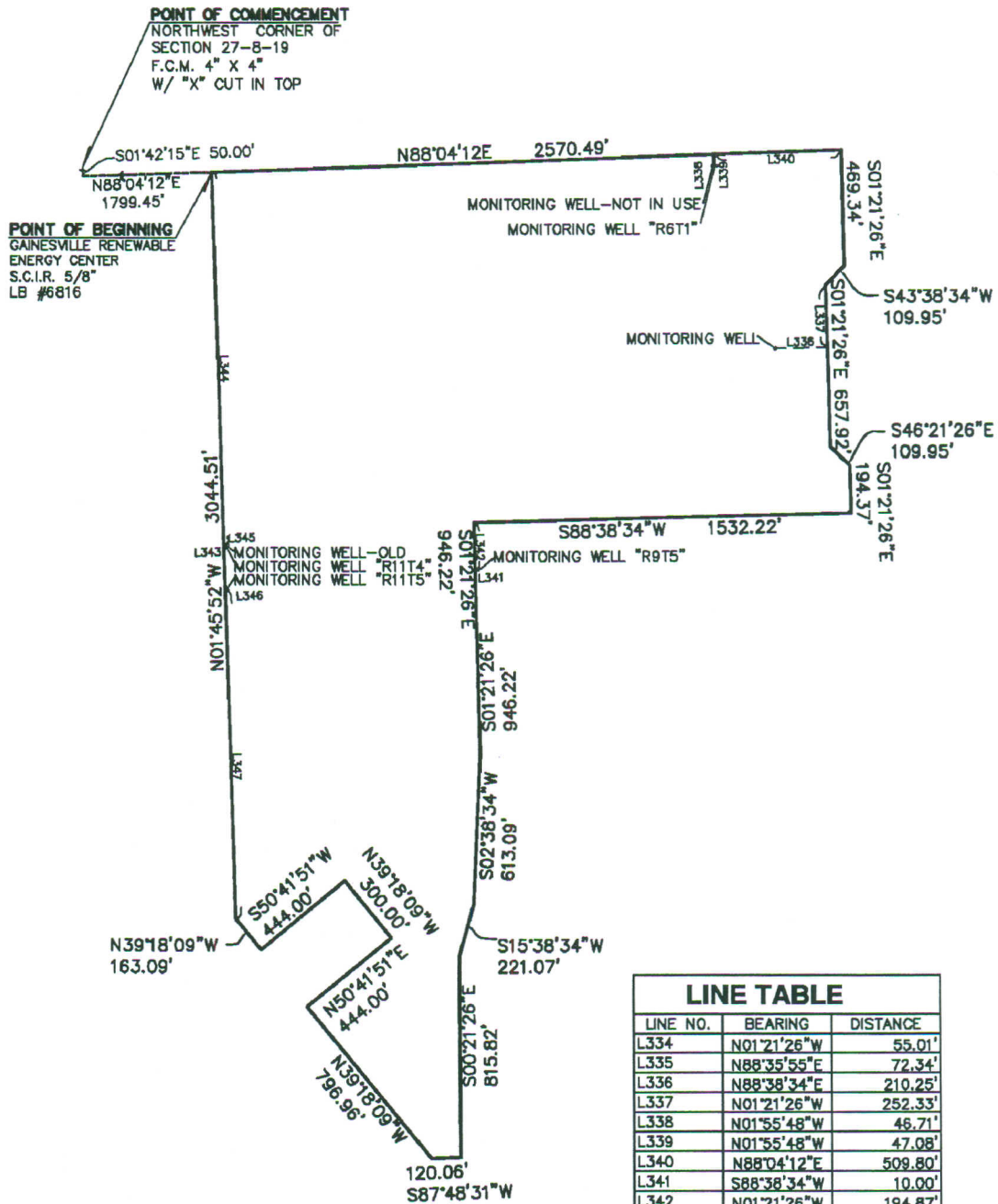
EXHIBIT "A"**Description of Premises**

A PARCEL OF LAND IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, LYING NORTH AND EAST OF THE CSX RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE S 01°42'15" E, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 50.00 FEET, TO A CONCRETE MONUMENT FOUND STAMPED "GFY LB021" MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF NW 128TH LANE; THENCE RUN N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1799.45 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 883, PAGE 502, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 2570.49 FEET; THENCE S 01°21'26" E, A DISTANCE OF 469.34 FEET; THENCE S 43°38'34" W, A DISTANCE OF 109.95 FEET; THENCE S 01°21'26" E, A DISTANCE OF 657.92 FEET; THENCE S 46°21'26" E, A DISTANCE OF 109.95 FEET; THENCE S 01°21'26" E, A DISTANCE OF 194.37 FEET; THENCE N 88°38'34" W, A DISTANCE OF 1532.22 FEET; THENCE S 01°21'26" E, A DISTANCE OF 946.22 FEET; THENCE S 02°38'34" W, A DISTANCE OF 613.09 FEET; THENCE S 15°38'34" W, A DISTANCE OF 221.07 FEET; THENCE S 00°21'26" E, A DISTANCE OF 815.82 FEET; THENCE S 87°48'31" W, A DISTANCE OF 120.06 FEET, TO A POINT LYING 100.0 FEET NORTHEASTERLY, AS MEASURED PERPENDICULAR, FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD RIGHT-OF-WAY; THENCE N 39°18'09" W, PARALLEL WITH SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE AND 100.0 FEET NORTHEASTERLY THEREFROM, A DISTANCE OF 796.96 FEET; THENCE N 50°41'51" E, A DISTANCE OF 444.00 FEET; THENCE N 39°18'09" W, A DISTANCE OF 300.00 FEET; THENCE S 50°41'51" W, A DISTANCE OF 444.00 FEET; THENCE N 39°18'09" W, PARALLEL WITH SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE AND 100.0 FEET NORTHEASTERLY THEREFROM, A DISTANCE OF 163.09 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF AFORESAID EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 883, PAGE 502, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N 01°45'52" W, ALONG SAID EAST BOUNDARY AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, A DISTANCE OF 3044.51 FEET TO THE POINT OF BEGINNING; BEING AND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

CONTAINING 130.78 ACRES, MORE OR LESS.

EXHIBIT "A" Continued
Sketch of Premises



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L334	N01°21'26"W	55.01
L335	N88°35'55"E	72.34
L336	N88°38'34"E	210.25
L337	N01°21'26"W	252.33
L338	N01°55'48"W	48.71
L339	N01°55'48"W	47.08
L340	N88°04'12"E	509.80
L341	S88°38'34"W	10.00
L342	N01°21'26"W	194.87
L343	S88°14'08"W	6.96
L344	N01°45'52"W	1524.98
L345	S88°14'08"W	11.27
L346	S88°14'08"W	6.14
L347	S01°45'52"E	1341.96

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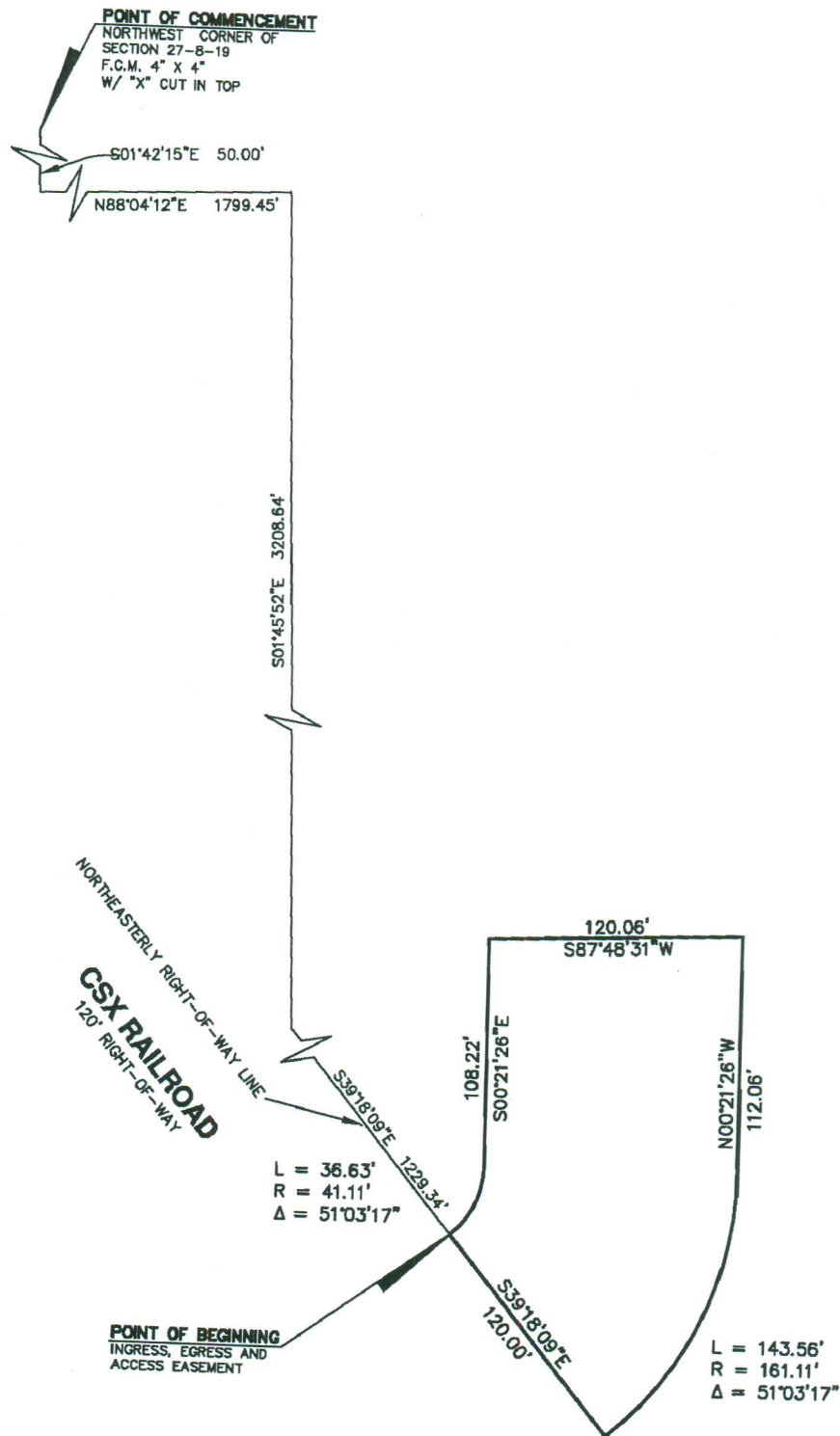
EXHIBIT "B"**Description of Ingress/Egress Easement**

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE S 01°42'15" E, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 50.00 FEET, TO A CONCRETE MONUMENT FOUND STAMPED "GFY LB021" MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF NW 128TH LANE; THENCE RUN N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1799.45 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883, PAGE 502; THENCE S 01°45'52" E, ALONG SAID EAST LINE AND NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 3208.64 FEET TO A CONCRETE MONUMENT FOUND STAMPED "RLS 509", MARKING THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A 120.0 FOOT WIDE CSX RAILROAD RIGHT-OF-WAY; THENCE S 39°18'09" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1229.34 FEET FOR A POINT OF BEGINNING; THENCE, CONTINUE S 39°18'09" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 39°18'09" W, A DISTANCE OF 161.11 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'17", A DISTANCE OF 143.56 FEET TO THE PT OF SAID CURVE; THENCE N 00°21'26" W, A DISTANCE OF 112.06 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE GAINESVILLE RENEWABLE ENERGY CENTER; THENCE S 87°48'31" W ALONG SAID BOUNDARY LINE, A DISTANCE OF 120.06 FEET; THENCE S 00°21'26" E, A DISTANCE OF 108.22 FEET TO THE PC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 41.11 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THOROUGH A CENTRAL ANGLE OF 51°03'17", A DISTANCE OF 36.63 FEET TO THE PT OF SAID CURVE AND THE POINT OF BEGINNING; BEING AND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

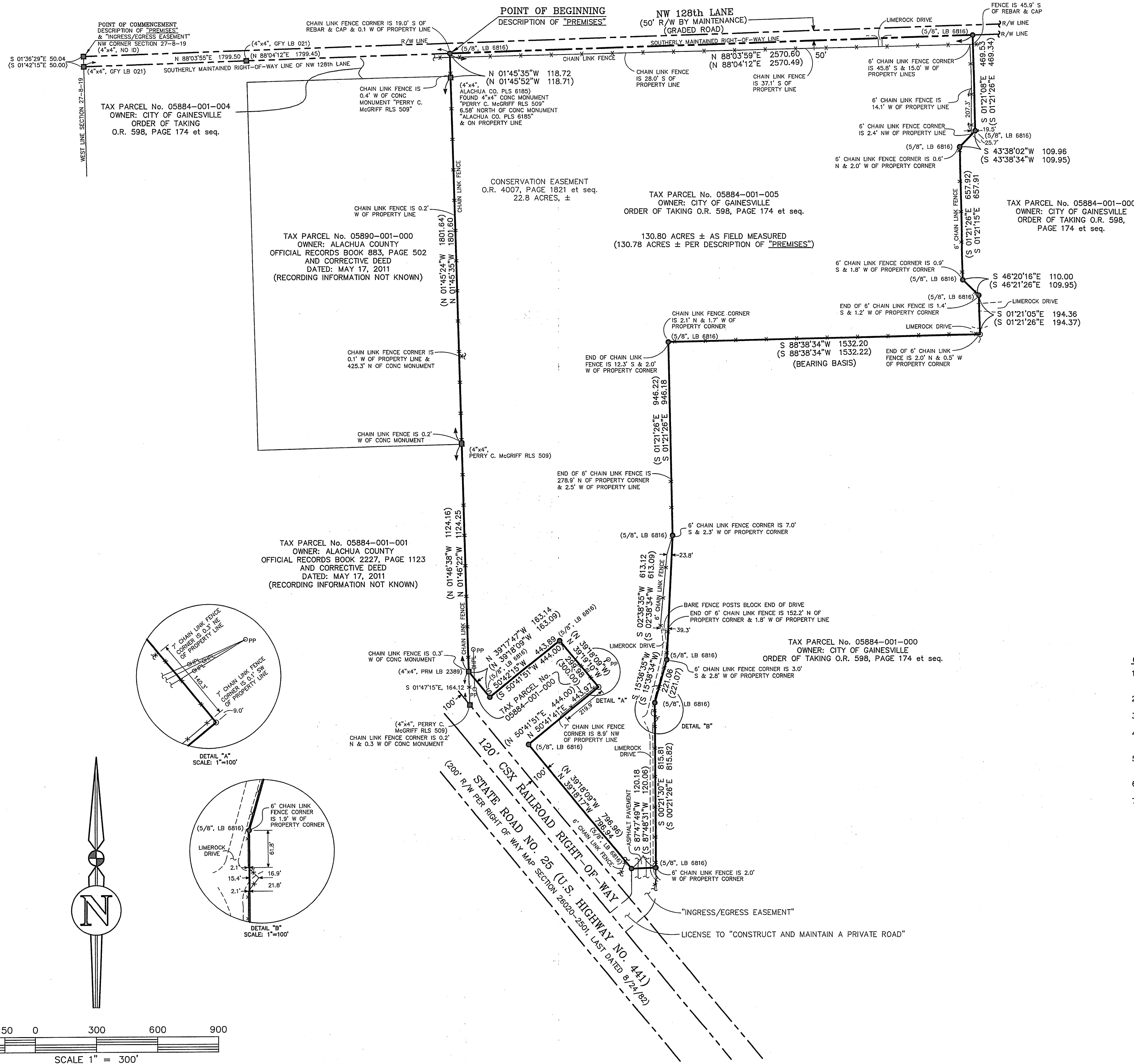
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EXHIBIT "B" Continued
Sketch of Ingress/Egress Easement



BOUNDARY SURVEY

IN
SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST
CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA
FOR
GAINESVILLE RENEWABLE ENERGY CENTER, LLC.



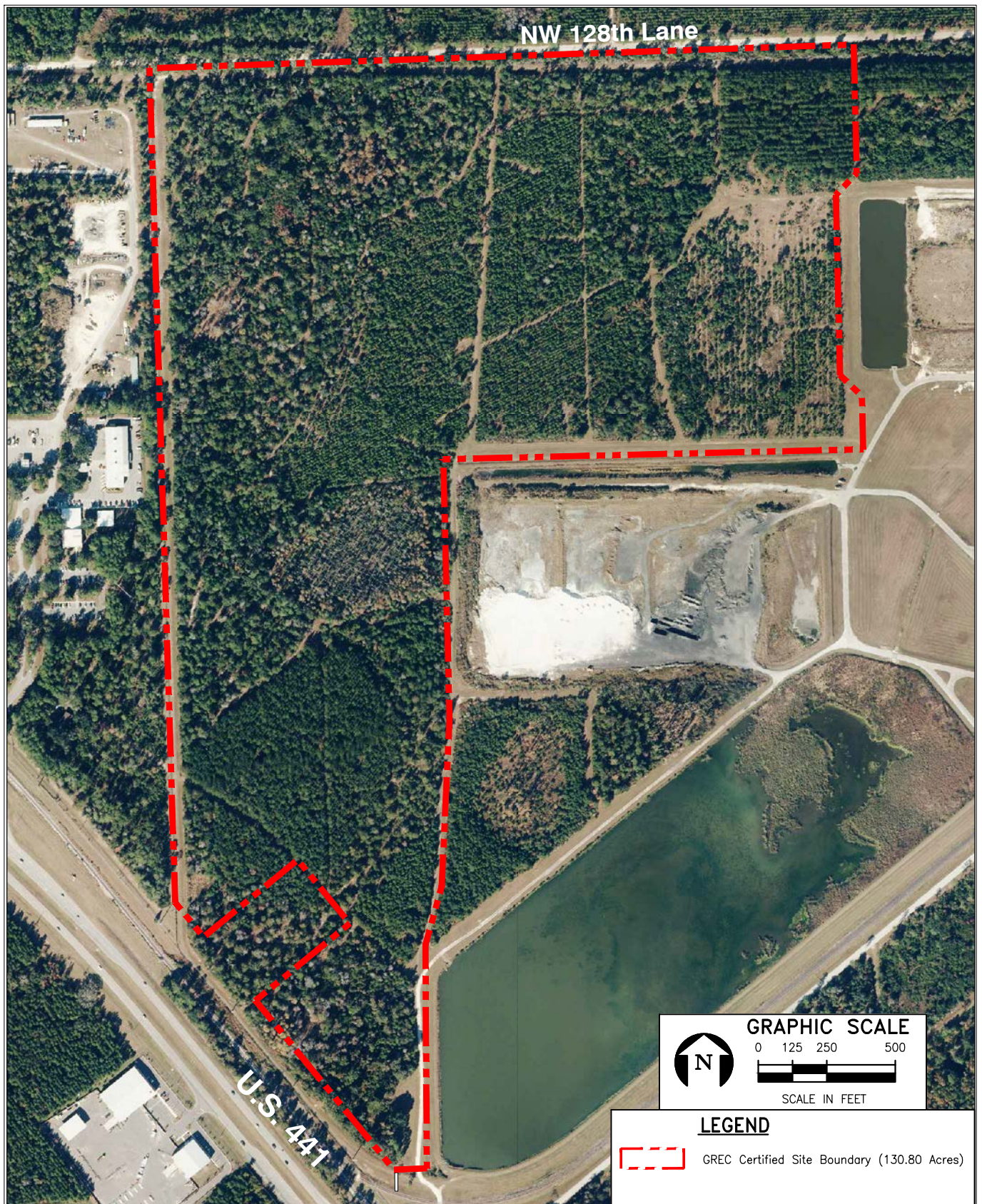
GENERAL NOTES:

- 1) THE BEARINGS SHOWN HEREON WERE BASED ON A BEARING OF S 88°38'34" W ON THE MONUMENTED SOUTHEASTERLY BOUNDARY OF THE PREMISES AS SHOWN IN THE LEGAL DESCRIPTION OF RECORD.
- 2) BEARINGS AND DISTANCES SHOWN IN PARENTHESES () ARE DEED BEARINGS AND DISTANCES.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.
- 4) ALL REFERENCES TO OFFICIAL RECORDS HEREON REFER TO THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- 5) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 6) INTERIOR IMPROVEMENTS WERE NOT FIELD LOCATED.
- 7) THERE MAY BE RESTRICTIONS OTHER THAN THOSE SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGEND OF SYMBOLS & ABBREVIATIONS:

CONC = CONCRETE
ID. = IDENTIFICATION
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
No. = NUMBER
O.R. = OFFICIAL RECORDS BOOK
PGS. = PAGES
R/W = RIGHT OF WAY
SECTION 27-8-19 = SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST
w/ = WITH
● = FOUND CONCRETE MONUMENT (size, ID)
○ = FOUND REBAR & CAP (size, ID)
○ = SET 5/8" REBAR & CAP (LB 2389)
○ PP = POWER POLE
— = FENCE LINE
— = OVERHEAD POWER LINE

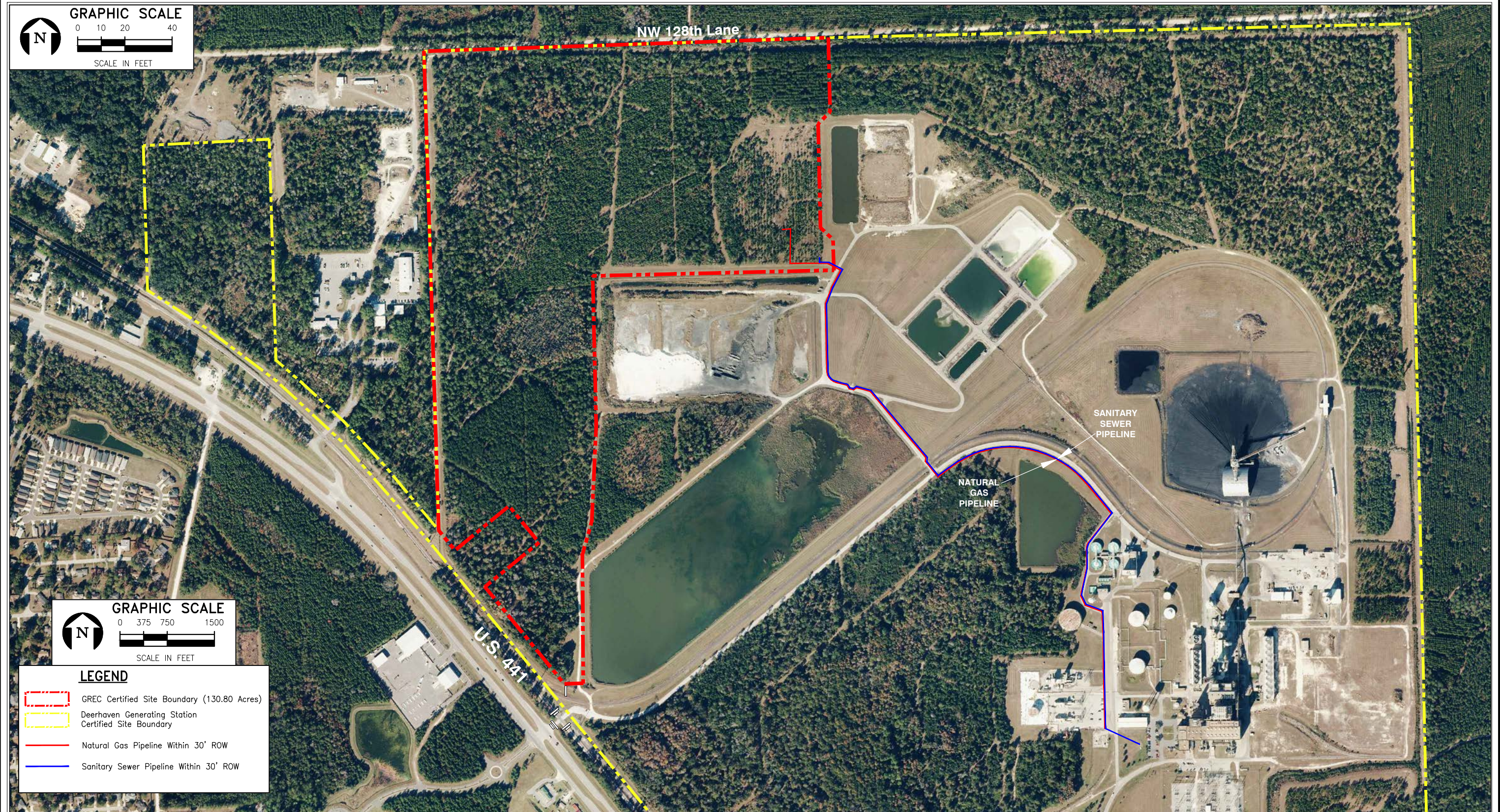
925 Fieldbook	17-19 44-57 Page	08/19/13 Survey Date	08/20/13 Drawing Completed	Revised
PREPARED FOR: 1) GAINESVILLE RENEWABLE ENERGY CENTER, LLC.				
2)				
3)				
4)				
THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2013), FLORIDA STATUTES. THIS SURVEY DEPICTS THE SITE CONDITIONS AS OF 08/19/13.				
Project No. 2010-213 S04		ENG, DENMAN & ASSOC., INC. Corporate Authorization No. LB 2389 Brow AL/DD Check DD/BG		
2404 N.W. 43rd Street Gainesville, FL 32606-6602 Tel. (352) 373-3541 Fax (352) 373-7249		P.S.M. 4239		



AERIAL PHOTOGRAPH OF
GREC CERTIFIED SITE BOUNDARIES

Sources:FDOT, 2011; ECT, 2013.

 Gainesville
Renewable Energy Center



AERIAL PHOTOGRAPH OF GREC CERTIFIED SITE BOUNDARIES
AND LINEAR FACILITIES RIGHT OF WAY (ROW)

Sources: FDOT, 2011; GRU, 2009; ECT, 2013.

Attachment B
Wetlands Conservation Easement

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2621547 9 PG(S)
January 12, 2011 01:44:25 PM
Book 4007 Page 1821
J. K. IRBY Clerk of Circuit Court
ALACHUA COUNTY, Florida

This Instrument Prepared By:
Kristie A. Williams, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
PO Box 147117, MS A130
Gainesville, FL 32614-7117

Doc Stamp-Deed: \$0.70



Tax Parcel No.: A Portion of 05884-001-000
Section 27 South, Range 8 South, Range 19 East
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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this 21st day of December, 2010, by CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office address is c/o Gainesville Regional Utilities, P.O. Box 147117, Sta. A130, Gainesville, Florida 32614-7117, (Grantor) to the State of Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd, Mail Station 130, Tallahassee, FL 32399. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Alachua County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein (Property);

WHEREAS, Grantor has by Lease Agreement dated September 28, 2009 (a Memorandum of Form of which is recorded in Official Records Book 3909, Page 2085, of the Public Records of Alachua County, Florida) leased the lands described herein upon which Lessee, Gainesville Renewable Energy Center, LLC desires to construct the Gainesville Renewable Energy Center (Project) at a site in Alachua County, which is subject to the regulatory jurisdiction of the Department under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS, Department Permit No. PA 09-55 (Permit) authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this conservation easement requires the Grantor to preserve the wetlands, other surface waters, or uplands under the Department's jurisdiction; and

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WHEREAS, pursuant to Section 373.414(1)(b), F.S., the DEPARTMENT agrees to accept this conservation easement and the Grantor agrees to grant this conservation easement as a Condition of Certification of the Permit issued by the Department to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

- Preserve existing wetlands and buffers;
- Offset impacts to wetlands and other surface waters;
- Prevent cumulative impacts;
- Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters, and uplands;
- Protect a mitigation area; and,
- Ensure that the proposed Project is clearly in the public interest.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the DEPARTMENT upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

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

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to the DEPARTMENT by this easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor is complying with the covenants and prohibitions contained in this conservation easement; and

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d. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:

a. Construction or placing of structures on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; signs (other than those marking the conservation easement), or other structures, except for those structures that exist for the purpose of monitoring groundwater conditions and in the event those existing structures require replacing or relocating to comply with any existing regulatory permit conditions issued to Grantor.

b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal, trimming, or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species and/or for the continued maintenance (mowing) of existing cleared service road rights-of-ways and areas around existing groundwater monitoring wells;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, and fencing;

h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

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i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites, or properties of historical, architectural, archaeological, or cultural significance; and

j. The use of All-Terrain Vehicles, other than those used for land management activities.

4. Reserved Rights. Grantor reserves to itself all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any Department rules, criteria, permit and the intent and purposes of this conservation easement. The following uses are not contrary to the purposes of this conservation easement upon prior written approval by the DEPARTMENT.

XX. Controlled burning.

XX. Maintenance of existing, cleared service road right-of-ways

XX. Removal or extermination of nuisance or exotic animal species.

XX. Installation of signs for land management or for habitat protection purposes.

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

6. Responsibilities of Parties. Grantor hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property and Grantor does hereby indemnify and hold harmless the DEPARTMENT from same. In addition, the DEPARTMENT shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Taxes. Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the DEPARTMENT with satisfactory evidence of payment upon request.

8. Liability. Grantor shall be responsible 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, the use by or activities of Grantor's agents, guests, lessees or invitees on the Property, or the use by or activities of third parties on the Property, and shall indemnify and hold the Department harmless from same. . Neither Grantor nor any person or entity claiming by or through Grantor shall hold the DEPARTMENT liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, to the extent of the limited waiver of it sovereign immunity

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provided in F.S. 768.28 as amended from time to time, shall indemnify and hold harmless the DEPARTMENT for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

9. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor further indemnifies the DEPARTMENT for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor shall be responsible for bringing the Property into compliance with all environmental laws related to hazardous substances and toxic wastes.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights.

11. Enforcement Costs. If the DEPARTMENT prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or at law or in equity.

12. Assignment of Rights. The DEPARTMENT agrees to 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 applicable state laws.

13. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Alachua County, Florida upon issuance of all necessary regulatory approvals necessary to commence construction of the Gainesville Renewable Energy Center. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. Successors. The covenants, terms, conditions and restrictions of this conservation 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.

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15. Notices. 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.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty 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 of this conservation easement or limit its enforceability in any way.

17. Severability. 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 shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Alachua County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Acts Beyond Grantor's Control. Nothing in this conservation easement shall be construed to entitle the DEPARTMENT to bring any action against Grantor for any injury to or change in the property resulting from natural causes beyond Grantor's control including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the property or to persons resulting from such causes.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said DEPARTMENT that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

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IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kristie A. Williams
Print Name: Kristie A. WILLIAMS
R. A. Lynch
Print Name: RICHARD A LYNCH

CITY OF GAINESVILLE, FLORIDA
GAINESVILLE REGIONAL UTILITIES

By: Robert E. Hunzinger
Robert E. Hunzinger
General Manager for Utilities

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 21 day of December, 2010, by Robert E. Hunzinger, General Manager for Utilities, of the City of Gainesville, Florida, a municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said corporation, she executed the foregoing instrument on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Kristie A. Williams
Notary Public, State of Florida
My commission expires:



KRISTIE ANN WILLIAMS
Commission DD 666188
Expires August 23, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Approved as to Form and Legality:

By: Raymond O. Manasco, Jr.
Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida



ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

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EXHIBIT "A"

August 19, 2010

Legal Description

For: Gainesville Renewable Energy Center
Conservation Easement

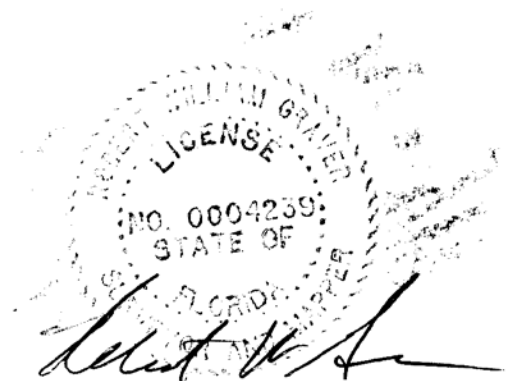
A portion of Section 27, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Section 27, Township 8 South, Range 19 East, Alachua County, Florida, and run thence South $01^{\circ}42'15''$ East, along the west line of said Section, a distance of 50.00 feet, to a concrete monument found stamped "GFY LB021" marking the intersection with the southerly maintained right-of-way line of NW 128th Lane; thence North $88^{\circ}04'12''$ East, along said southerly maintained right-of-way line, 1799.45 feet to the intersection with the northerly extension of the east line of that certain parcel of land as described in Official Records Book 883, page 502 of the Public Records of Alachua County, Florida; thence continue North $88^{\circ}04'12''$ East, along said southerly maintained right-of-way line, 41.19 feet; thence South $01^{\circ}55'48''$ East, 43.00 feet to the Point of Beginning; thence North $88^{\circ}04'12''$ East, 796.36 feet; thence North $88^{\circ}45'52''$ East, 50.42 feet; thence North $89^{\circ}55'39''$ East, 189.56 feet; thence North $88^{\circ}04'12''$ East, 50.00 feet; thence South $02^{\circ}17'44''$ West, 7.37 feet; thence South $06^{\circ}31'15''$ West, 70.14 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of $33^{\circ}52'50''$, an arc distance of 29.57 feet, said arc being subtended by a chord having a bearing and distance of South $23^{\circ}27'40''$ West, 29.14 feet; thence North $49^{\circ}35'55''$ West, 15.00 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 35.00 feet; thence southwesterly along the arc of said curve, through a central angle of $58^{\circ}04'45''$, an arc distance of 35.48 feet, said arc being subtended by a chord having a bearing and distance of South $69^{\circ}26'28''$ West, 33.98 feet; thence North $81^{\circ}31'10''$ West, 26.29 feet; thence South $07^{\circ}58'29''$ West, 28.30 feet; thence South $55^{\circ}42'38''$ East, 16.73 feet; thence South $08^{\circ}08'19''$ West, 35.71 feet; thence South $11^{\circ}38'15''$ West, 45.98 feet; thence South $15^{\circ}25'32''$ East, 63.62 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly along the arc of said curve, through a central angle of $62^{\circ}57'55''$, an arc distance of 54.95 feet, said arc being subtended by a chord, having a bearing and distance of South $16^{\circ}03'26''$ West, 52.22 feet; thence South $47^{\circ}32'24''$ West, 49.30 feet; thence South $03^{\circ}31'03''$ West, 43.59 feet; thence South $13^{\circ}05'52''$ East, 39.39 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.02 feet; thence southwesterly, along the arc of said curve, through a central angle of $91^{\circ}13'23''$, an arc distance of 79.64 feet, said arc being subtended by a chord, having a bearing and distance of South $32^{\circ}31'45''$ West, 71.49 feet; thence South $41^{\circ}55'26''$ West, 86.99 feet; thence South $06^{\circ}15'31''$ West, 4.32 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of $37^{\circ}24'17''$, an arc distance of 32.64 feet, said arc being subtended by a chord, having a bearing and distance of South $24^{\circ}57'39''$ West, 32.07 feet; thence

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Exhibit "A" Continued

South 43°39'48" West, 73.39 feet; thence South 55°24'18" West, 20.35 feet; thence South 67°11'38" West, 103.28 feet; thence South 70°28'47" West, 20.45 feet; thence South 04°47'24" East, 6.88 feet; thence South 37°05'05" East, 36.38 feet to a point lying on the arc of a curve, concave westerly, having a radius of 50.00 feet; thence southerly, along the arc of said curve, through a central angle of 79°49'27", an arc distance of 69.66 feet, said arc being subtended by a chord, having a bearing and distance of South 02°49'39" West, 64.16 feet; thence South 42°44'22" West, 54.26 feet; thence South 37°54'00" West, 40.65 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 45°11'33", an arc distance of 39.44 feet, said arc being subtended by a chord, having a bearing and distance of South 60°29'47" West, 38.42 feet; thence South 83°05'33" West, 75.54 feet; thence South 41°17'12" West, 14.67 feet; thence South 09°57'19" West, 39.56 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 75°53'06", an arc distance of 66.22 feet, said arc being subtended by a chord, having a bearing and distance of South 47°53'52" West, 61.49 feet; thence South 85°50'25" West, 22.93 feet; thence South 26°19'22" West, 37.09 feet; thence South 33°21'27" West, 47.52 feet; thence South 13°53'06" East, 38.15 feet to a point lying on the arc of a curve, concave westerly, having a radius of 49.92 feet; thence southerly, along the arc of said curve, through a central angle of 47°02'28", an arc distance of 40.98 feet, said arc being subtended by a chord, having a bearing and distance of South 09°35'38" West, 39.84 feet; thence South 33°06'52" West, 45.45 feet; thence South 35°09'29" West, 50.38 feet; thence South 14°47'43" West, 44.00 feet; thence South 12°20'50" East, 41.66 feet; thence South 08°32'22" East, 30.47 feet; thence South 81°41'40" West, 15.00 feet; thence South 08°18'20" East, 9.91 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 35.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 65°58'50", an arc distance of 40.31 feet, said arc being subtended by a chord, having a bearing and distance of South 24°41'06" West, 38.11 feet; thence South 45°39'13" West, 29.16 feet; thence South 78°38'23" West, 126.01 feet to a point lying on the arc of a curve, concave northwesterly, having a radius of 50.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 28°41'31", an arc distance of 25.04 feet, said arc being subtended by a chord, having a bearing and distance of South 64°00'29" West, 24.78 feet; thence South 78°21'14" West, 57.46 feet; thence South 75°03'37" West, 47.94 feet; thence South 82°24'10" West, 12.78 feet; thence North 01°45'52" West, 49.98 feet; thence North 88°14'08" East, 1.32 feet; thence North 01°49'34" West, 426.67 feet; thence North 01°48'57" West, 959.37 feet; thence North 37°16'46" East, 17.95 feet to the Point of Beginning.

Containing 22.8 acres, more or less.



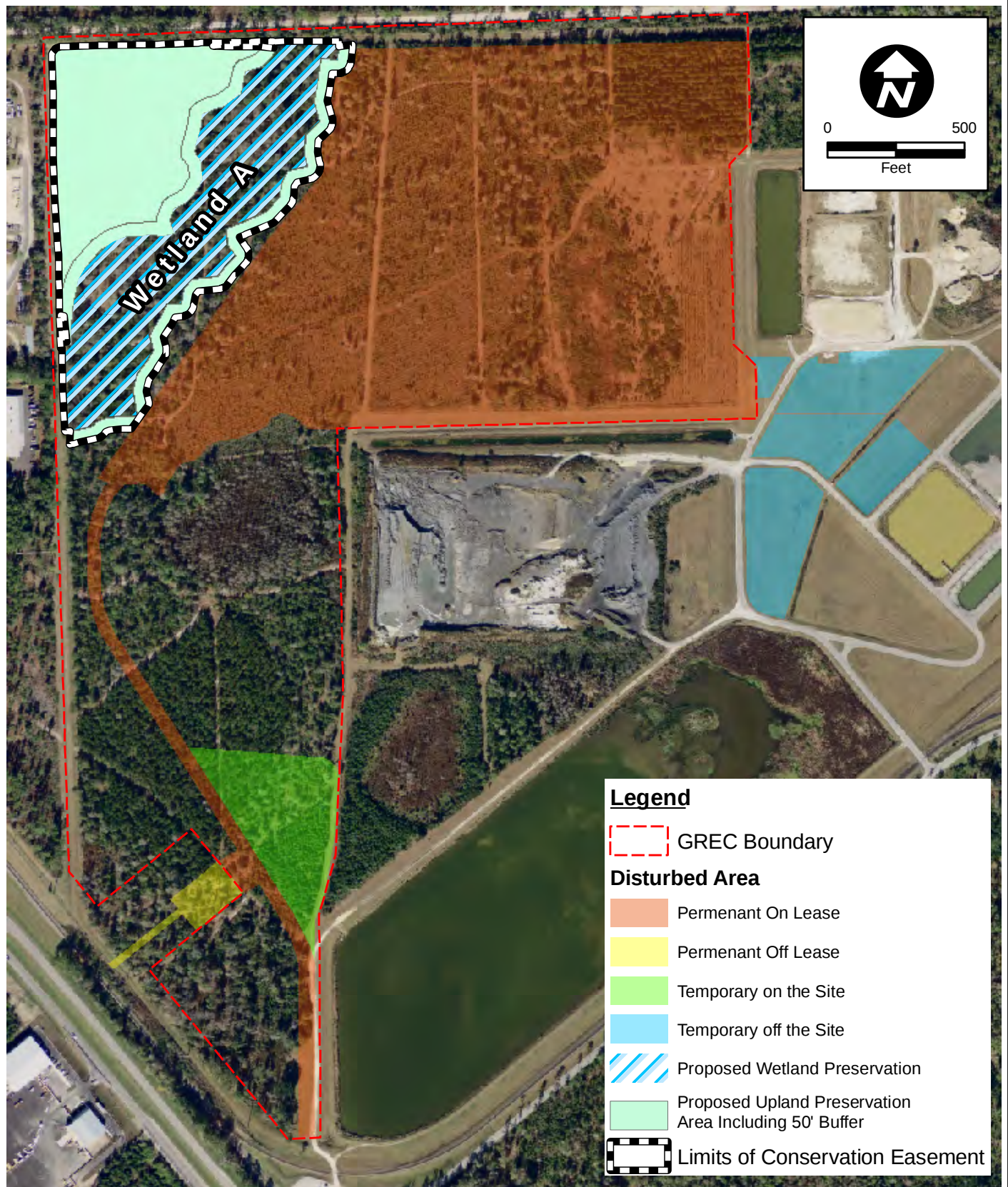


FIGURE 8.
GREC PROPOSED
WETLAND MITIGATION PLAN

Sources: FDOT, 2008; GREC, 2009; EDA, 2009; ECT, 2009.