



Photo 213. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking south from GPS location 1657 (Frames 1886-1887; 08/31/15).



Photo 214. View of Mesic: Mixed Oaks-Hardwoods-Rabbit-eye Blueberry Understory as seen looking north from GPS location 1676. View is of inundated forestry road (Frames 1888-1889; 08/31/15).



Photo 215. View of Physical Feature: Culvert located on east side of road as seen at GPS location 1693 (Frame 1890; 08/31/15).



Photo 216. View of Physical Feature: Culvert located on west side of road as seen at GPS location 1694 (Frame 1891; 08/31/15).



Photo 217. View of Physical Feature: Culvert located on west side of road as seen at GPS location 1696 (Frame 1892; 08/31/15).



Photo 218. View of Physical Feature: Culvert located on east side of road as seen at GPS location 1697 (Frame 1893; 08/31/15).

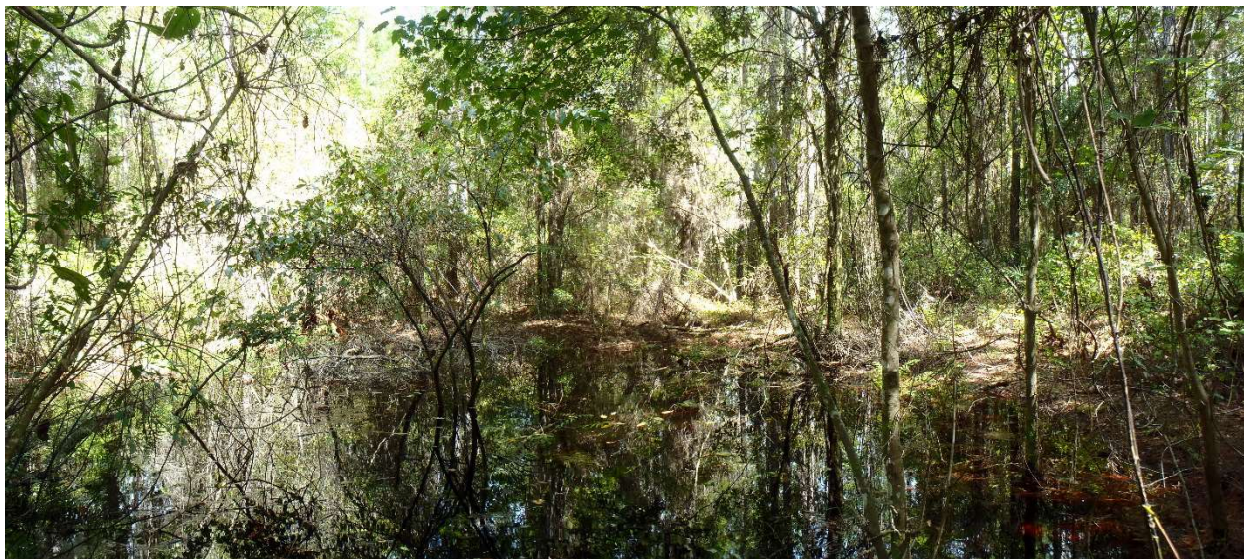


Photo 219. View of Wetland: Mixed Hardwood Swamp as seen looking east from GPS location 5013 (Frames 1897-1898; 09/02/15).

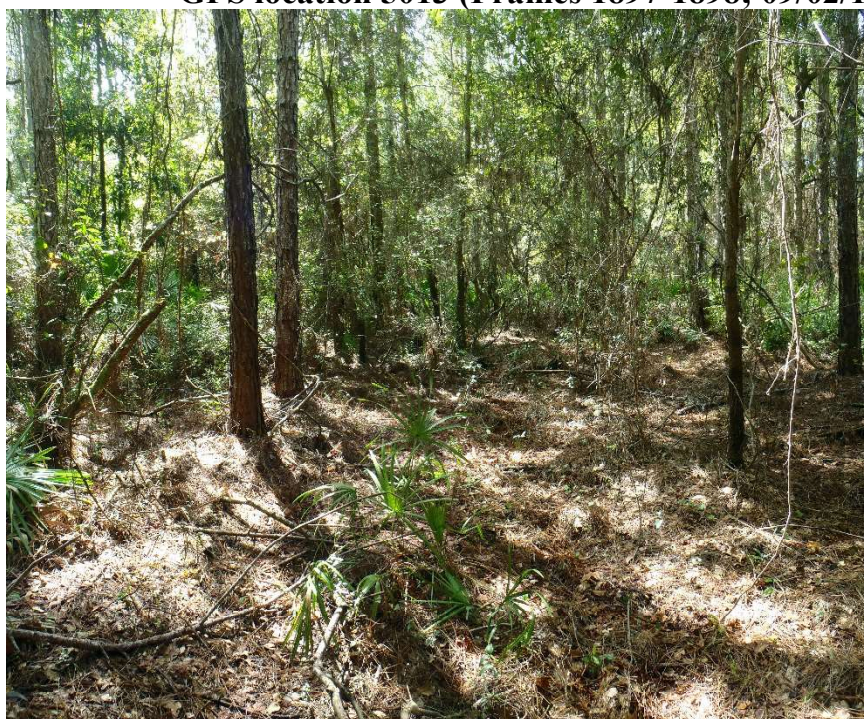


Photo 220. View of Hydric: Planted Pine Flatwoods as seen looking west from GPS location 5029 (Frames 1899-1900; 09/02/15).



Photo 221. View of Wetland: Planted Pine-Mixed Hardwoods as seen looking east from GPS location 5038 (Frames 1901-1902; 09/02/15).



Photo 222. View of Physical Feature Boundary: Wetland Delineation Flagging as seen looking northeast from GPS location 5044 (Frames 1903-1904; 09/02/15).



**Photo 223. View of Physical Feature Boundary:
Wetland Delineation Flagging as seen
looking southwest from GPS location 5044
(Frames 1905-1906; 09/02/15).**



**Photo 224. View of Wetland: Mixed Hardwood
Swamp as seen looking northeast from
GPS location 5053 (Frames 1907-1908;
09/02/15).**

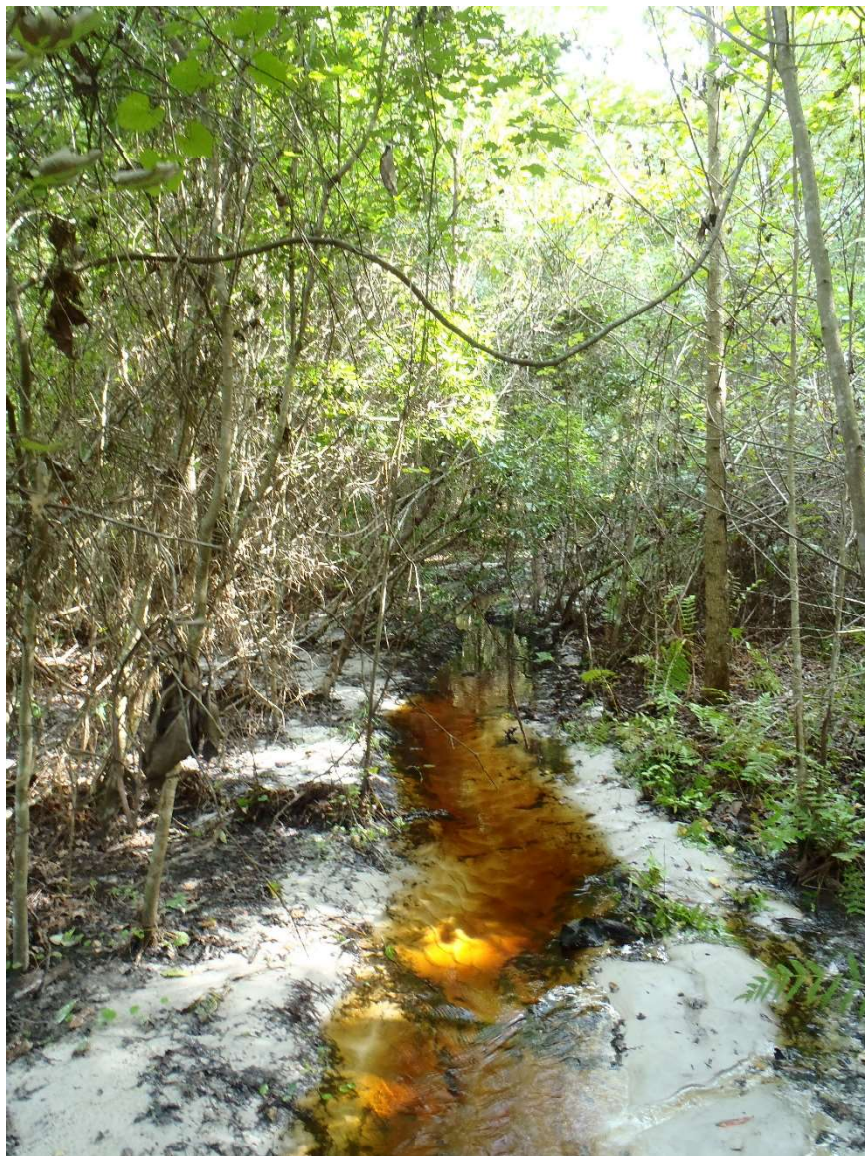


Photo 225. View of Surface Water: Excavated Creek in Wetland as seen looking south from GPS location 5076 (Frame 1909; 09/02/15).



Photo 226. View of Surface Water: Excavated Creek in Wetland as seen looking north from GPS location 5076 (Frame 1910; 09/02/15).



Photo 227. View of Mesic: Mixed Oak-Hardwoods-Successional as seen looking northwest from GPS location 5105 (Frames 1911-1912; 09/02/15).



Photo 228. View of Mesic: Mixed Oak-Hardwoods-Successional as seen looking east from GPS location 5124 (Frames 1913-1914; 09/02/15).



Photo 229. View of Wetland: Planted Pine-Mixed Hardwoods as seen looking southeast from GPS location 5138 (Frame 1915-1916; 09/02/15).

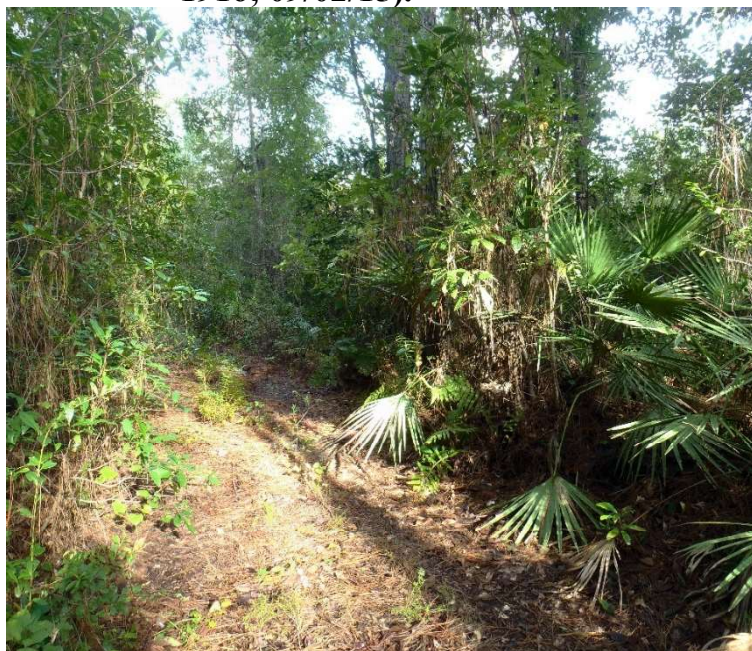


Photo 230. View of Hydric: Planted Pine Flatwoods as seen looking southeast from GPS location 5158 (Frames 1917-1918; 09/02/15).



Photo 231. View of Mesic: Pine Flatwoods as seen looking northeast from GPS location 5164 (Frames 1919-1920; 09/02/15).



Photo 232. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking north from GPS location 5170 (Frames 1921-1922; 09/02/15).



Photo 233. View of Wetland: Natural Flow-way as seen looking northeast from GPS location 5176 (Frames 1923-1924; 09/02/15).



Photo 234. View of Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS location 5189 (Frames 1925-1926; 09/02/15).



Photo 235. View of Physical Feature: Culvert located on east side of road as seen looking north from GPS location 5199 (Frame 1927; 09/02/15).



Photo 236. View of Physical Feature: Culvert located on east side of road as seen looking north from GPS location 5200 (Frame 1928; 09/02/15).



Photo 237. View of Physical Feature: Culvert located on west side of road as seen looking north from GPS location 5201 (Frame 1929; 09/02/15).

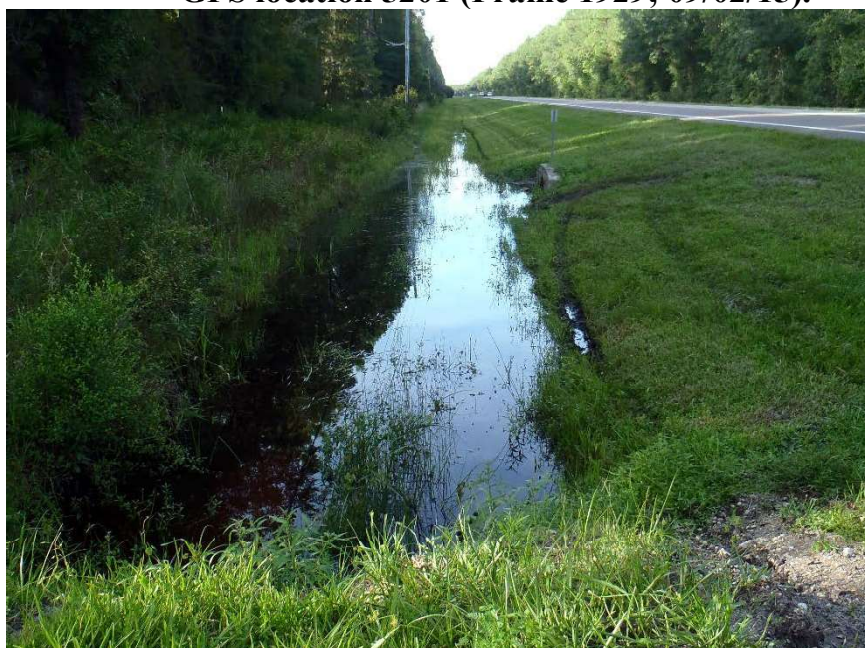


Photo 238. View of Physical Feature: Culvert located on west side of road as seen looking north from GPS location 5202 (Frame 1930; 09/02/15).



Photo 239. View of Physical Feature: Culvert located on east side of road as seen looking north from GPS location 5203 (Frame 1931; 09/02/15).



Photo 240. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 5210 (Frames 1932-1933; 09/02/15).



Photo 241. View of Wetland: Mixed Hardwood Swamp as seen looking west from GPS location 5239 (Frames 1934-1935; 09/03/15).



Photo 242. View of Wetland: Mixed Hardwood Swamp as seen looking east from GPS location 5256 (Frames 1936-1937; 09/03/15).



Photo 243. View of Wetland: Planted Pine-Mixed Hardwoods as seen looking southwest from GPS location 5259 (Frames 1938-1939; 09/03/15).



Photo 244. View of Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 5286 (Frames 1940-1941; 09/03/15).



Photo 245. View of Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 5297 (Frames 1942-1943; 09/03/15).



Photo 246. View of Wetland: Mixed Shrubs & Vines as seen looking east from GPS location 5301 (Frames 1944-1945; 9/03/15).



Photo 247. View of Planted Pine-Mesic Pine Flatwoods as seen looking southwest from GPS location 5319 (Frames 1946-1947; 09/03/15).



Photo 248. View of Hydric: Mixed Oak-Hardwoods-Successional as seen looking east from GPS location 5324 (Frames 1948-1949; 09/03/15).



Photo 249. View of Surface Water: Excavated Ditch within Upland as seen looking north from GPS location 5332 (Frames 1950-1951; 09/03/15).

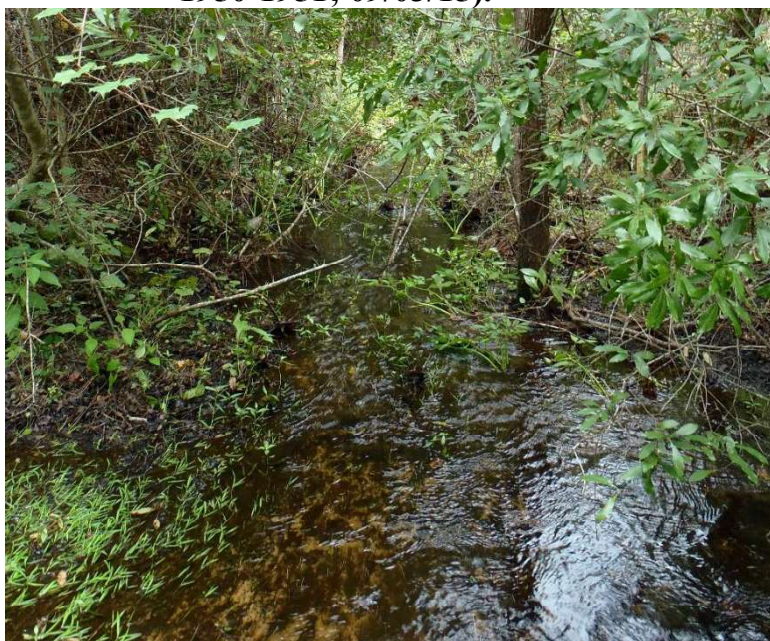


Photo 250. View of Surface Water: Excavated Ditch within Upland as seen looking east from GPS location 5332 (Frame 1952; 09/03/15).



Photo 251. View of Surface Water: Excavated Ditch within Upland as seen looking west from GPS location 5332 (Frame 1953; 09/03/15).



Photo 252. View of Wetland: Mixed Shrubs & Vines as seen looking east from GPS location 5342 (Frames 1954-1955; 09/03/15).



Photo 253. View of Mesic: Mixed Shrubs & Vines as seen looking north from GPS location 5345 (Frames 1956-1957; 09/03/15).



Photo 254. View of Wetland: Mixed Hardwood Swamp as seen looking northeast from GPS location 5364. Wetland was historically excavated (Frames 1958-1959; 09/03/15).



Photo 255. View of Hydric: Planted Pine Flatwoods as seen looking southwest from GPS location 5364 (Frames 1960-1961; 09/03/15).



Photo 256. View of Hydric: Planted Pine Flatwoods as seen looking north from GPS location 5397 (Frames 1962-1963; 09/03/15).



Photo 257. View of Wetland: Mixed Hardwoods-Fetterbush as seen looking north from GPS location 5405 (Frames 1964-1965; 09/03/15).



Photo 258. View of Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 5436 (Frames 1966-1967; 09/03/15).



Photo 259. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 5498 (Frames 1969-1970; 09/04/15).



Photo 260. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking west from GPS location 5518 (Frames 1971-1972; 09/04/15).



Photo 261. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 5545 (Frames 1973-1974; 09/04/15).



Photo 262. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northwest from GPS location 5560 (Frames 1975-1976; 09/04/15).



Photo 263. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 5571 (Frames 1971-1978; 09/04/15).



Photo 264. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking southwest from GPS location 5580 (Frames 1979-1980; 09/04/15).



Photo 265. View of Wetland: Natural Flow-way as seen looking east from GPS location 5602 (Frames 1981-1983; 09/04/15).



Photo 266. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 5615 (Frames 1984-1985; 09/04/15).



Photo 267. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 5633 (Frames 1986-1987; 09/04/15).



Photo 268. View of Physical Feature Boundary: Wetland Delineation Flagging within Hydric: Planted Pine Flatwoods as seen looking southeast from GPS location 5655 (Frames 1988-1989; 09/04/15).



Photo 269. View of Physical Feature Boundary: Wetland Delineation Flagging within Hydric: Planted Pine Flatwoods as seen looking northwest from GPS location 5655 (Frames 1990-1991; 09/04/15).



Photo 270. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking southwest from GPS location 5679 (Frames 1992-1993; 09/04/15).



Photo 271. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking northeast from GPS location 5706 (Frames 1994-1995; 09/04/15).



Photo 272. View of Hydric: Planted Pine Flatwoods as seen looking southeast from GPS location 5712 (Frames 1996-1997; 09/04/15).

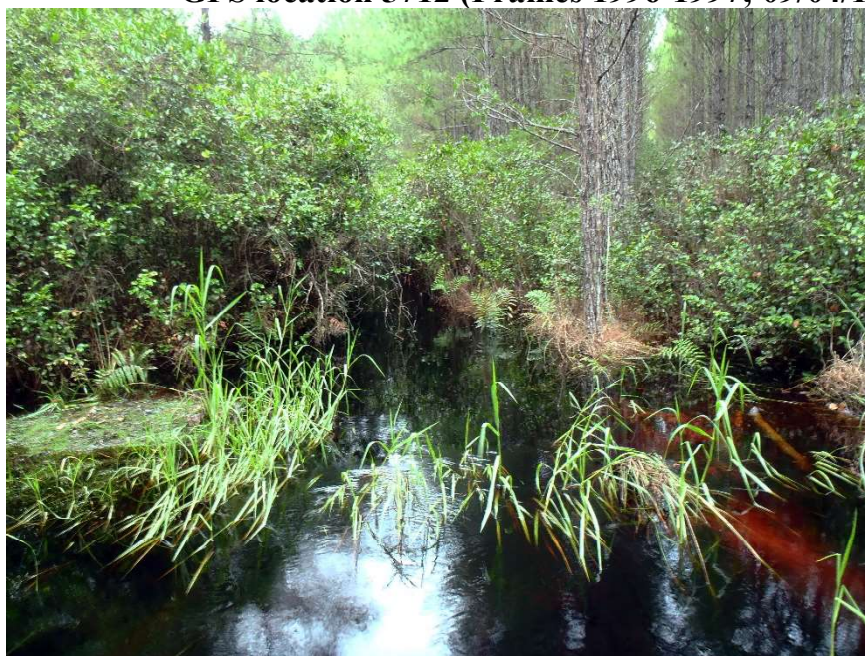


Photo 273. View of Wetland: Natural Flow-way as seen looking west from GPS location 5743 (Frame 1998; 09/04/15).



Photo 274. View of Wetland: Natural Flow-way as seen looking east from GPS location 5743 (Frame 1999; 09/04/15).



Photo 275. View of Hydric: Planted Pine Flatwoods as seen looking north from GPS location 5763 (Frames 2000-2001; 09/04/15).



Photo 276. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking southwest from GPS location 5773 (Frames 2002-2003; 09/04/15).



Photo 277. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 5791 (Frames 2004-2005; 09/04/15).



Photo 278. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 5794 (Frames 2006-2007; 09/04/15).



Photo 279. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking west from GPS location 5814 (Frames 2008-2009; 09/04/15).



Photo 280. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking northwest from GPS location 5814 (Frames 2010-2011; 09/04/15).



Photo 281. View of Hydric: Planted Pine Flatwoods as seen looking north from GPS location 5835 (Frames 2012-2013; 09/04/15).



Photo 282. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking south from GPS location 5844 (Frames 2014-2015; 09/04/15).



Photo 283. View of Wetland: Mixed Hardwood Swamp as seen looking east from GPS location 5854 (Frames 2016-2017; 09/04/15).



Photo 284. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking southeast from GPS location 5877 (Frames 2020-2021; 09/04/15).



Photo 285. View of Physical Feature: Culvert as seen looking east from GPS location 5885 (Frame 2022; 09/04/15).



Photo 286. View of Physical Feature: Culvert as seen looking southeast from GPS location 5886 (Frame 2023; 09/04/15).



Photo 287. View of Hydric: Planted Pine Flatwoods as seen looking southwest from GPS location 5930 (Frames 2024-2025; 09/08/15).



Photo 288. View of Physical Feature Boundary: Wetland Delineation Flagging within the Wetland: Planted Pine-Marsh as seen looking west from GPS location 5955 (Frame 2026; 09/08/15).



Photo 289. View of Physical Feature Boundary: Wetland Delineation Flagging within the Wetland: Planted Pine-Marsh as seen looking northwest from GPS location 5955 (Frames 2027-2028; 09/08/15).



Photo 290. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 5959 (Frames 2029-2030; 09/08/15).



Photo 291. View of Wetland: Planted Pine-Marsh as seen looking south-southwest from GPS location 5964 (Frames 2031-2032; 09/08/15).



Photo 292. View of Wetland: Planted Pine-Marsh as seen looking northwest from GPS location 5973 (Frames 2037-2038; 09/08/15).



Photo 293. View of Wetland: Planted Pine-Marsh as seen looking northeast from GPS location 5997 (Frames 2043-2044; 09/08/15).



Photo 294. View of Wetland: Planted Pine-Marsh as seen looking southwest from GPS location 6015 (Frames 2045-2046; 09/08/15).



Photo 295. View of Physical Feature: Culvert as seen looking north from GPS location 6070 (Frame 2047; 09/08/15).



Photo 296. View of Wetland: Planted Pine-Marsh as seen looking east from GPS location 6104 (Frames 2048-2049; 09/08/15).



Photo 297. View of Wetland: Planted Pine-Marsh as seen looking north from GPS 6112 (Frames 2050-2051; 09/08/15).

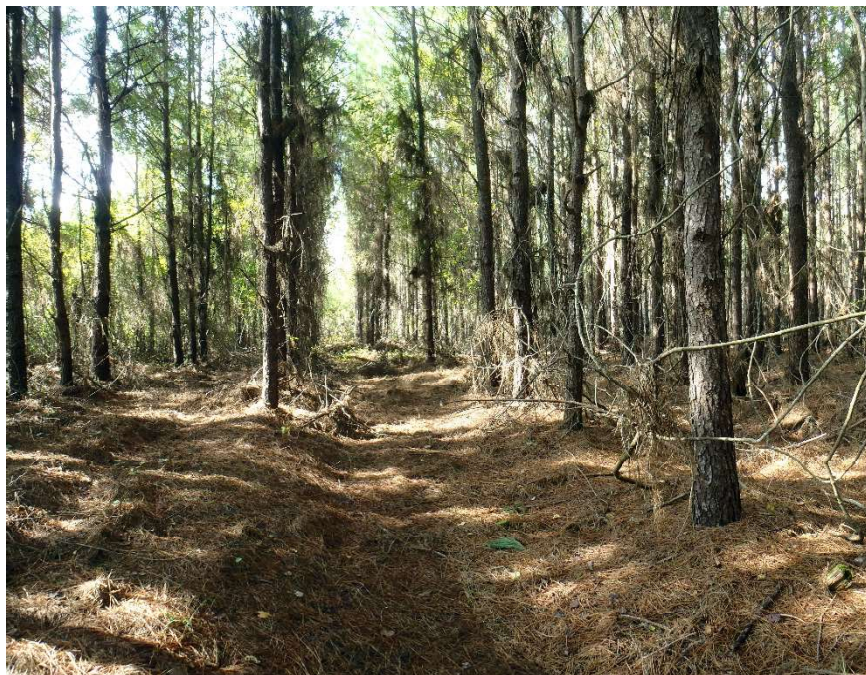


Photo 298. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS location 6118 (Frames 2052-2053; 09/08/15).



Photo 299. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking west from GPS location 6182 (Frames 2054-2055; 09/08/15).



Photo 300. View of Wetland: Natural Flow-way as seen looking east from GPS location 6199 (Frames 2056-2057; 09/08/15).



Photo 301. View of Wetland: Natural Flow-way as seen looking west from GPS location 6199 (Frames 2058-2059; 09/08/15).



Photo 302. View of Wetland: Planted Pine-Marsh as seen looking southeast from GPS location 6221 (Frames 2060-2061; 09/18/15).



Photo 303. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS location 6263 (Frames 2062-2063; 09/09/15).



Photo 304. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking north from GPS location 6272 (Frames 2064-2065; 09/09/15).



Photo 305. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking southwest from GPS location 6272 (Frames 2066-2067; 09/09/15).



Photo 306. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 6337 (Frames 2072-2073; 09/09/15).



Photo 307. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 6340 (Frames 2074-2075; 09/09/15).



Photo 308. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 6354 (Frames 2076-2077; 09/09/15).



Photo 309. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking northwest from GPS location 6375 (Frames 2078-2079; 09/09/15).



Photo 310. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking west from GPS location 6394 (Frames 2080-2081; 09/09/15).



Photo 311. View of Wetlands: Mixed Hardwood Swamp-Bays-Fetterbush as seen looking east from GPS location 6394 (Frames 2082-2083; 09/09/15).



Photo 312. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 6462 (Frames 2084-2085; 09/09/15).



Photo 313. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 6513 (Frames 2086-2087; 09/09/15).



Photo 314. View of Wetland: Planted Pine-Mixed Hardwoods as seen looking east from GPS location 6545 (Frames 2088-2089; 09/09/15).



Photo 315. View of Wetland: Planted Pine-Mixed Hardwoods as seen looking west from GPS location 6545 (Frames 2090-2091; 09/09/15).



Photo 316. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 6553 (Frames 2092-2093; 09/09/15).



Photo 317. View of Hydric: Planted Pine Flatwoods as seen looking south from GPS location 6570 (Frames 2094-2095; 09/10/15).



Photo 318. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 6574 (Frames 2096-2097; 09/10/15).



Photo 319. View of Wetland: Planted Pine-Marsh as seen looking south from GPS location 6574 (Frames 2098-2099; 09/10/15).



Photo 320. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 6574 (Frames 2100-2101; 09/10/15).



Photo 321. View of Transitional: Planted Pine Flatwoods as seen looking southeast from GPS location 6591 (Frames 2102-2103; 09/10/15).



Photo 322. View of Surface Water: Excavated Creek in Wetland as seen looking south from GPS location 6613 (Frames 2104-2105; 09/10/15).



Photo 323. View of Wetland: Marsh as seen looking north from GPS location 6630 (Frames 2106-2107; 09/10/15).



Photo 324. View of Wetland: Marsh as seen looking east from GPS location 6630 (Frames 2108-2109; 09/10/15).



Photo 325. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 6634 (Frame 2110; 09/10/15).



Photo 326. View of Wetland: Planted Pine-Marsh as seen looking east from GPS location 6634 (Frame 2111; 09/10/15).



Photo 327. View of Wetland: Planted Pine-Marsh as seen looking south from GPS location 6634 (Frame 2112; 09/10/15).



Photo 328. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 6634 (Frame 2113; 09/10/15).



Photo 329. View of Wetland: Planted Pine-Marsh as seen looking southeast from GPS location 6637 (Frames 2114-2115; 09/10/15).



Photo 330. View of Wetland: Planted Pine-Marsh as seen looking southeast from GPS location 6657 (Frames 2116-2117; 09/10/15).



Photo 331. View of Wetland: Marsh as seen looking north from GPS location 6670 (Frames 2118-2119; 09/10/15).



Photo 332. View of Wetland: Marsh as seen looking south from GPS location 6670 (Frames 2120-2121; 09/10/15).



Photo 333. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 6723 (Frames 2122-2123; 09/10/15).



Photo 334. View of Wetland: Natural Flow-way occurring across the top of the improved forest road as seen looking northwest from GPS location 6758 (Frames 2125-2126; 09/10/15).

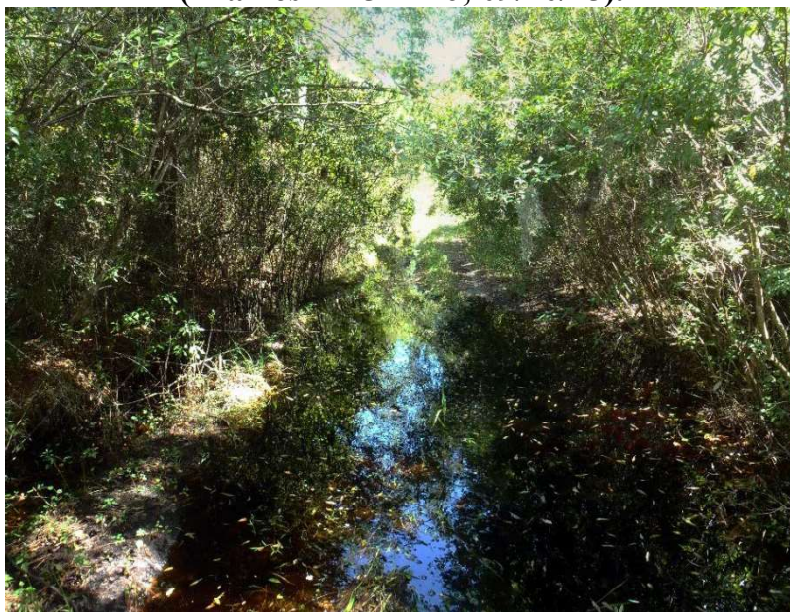


Photo 335. View of Wetland: Natural Flow-way that occurs across the top of the improved forest road as seen looking east from GPS location 6786 (Frames 2130-2131; 09/11/15).



Photo 336. View of Wetland: Mixed Hardwoods-Seepage Slope as seen looking south from GPS location 6793 (Frames 2132-2133; 09/11/15).



Photo 337. View of Wetland: Mixed Shrubs & Vines as seen looking north from GPS location 6794 (Frames 2134-2135; 09/11/15).



Photo 338. View of Wetland: Planted Pine-Marsh as seen looking south from GPS location 6809 (Frames 2136-2137; 09/11/15).



Photo 339. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 6844 (Frames 2138-2139; 09/11/15).



Photo 340. View of Wetland: Natural Flow-way as seen looking northwest from GPS location 6858 (Frame 2140; 09/11/15).



Photo 341. View of Wetland: Natural Flow-way as seen looking southeast from GPS location 6858 (Frame 2141; 09/11/15).



Photo 342. View of Wetland: Natural Flow-way at GPS location 6862 (Frame 2142; 09/11/15).



Photo 343. View of Wetland: Natural Flow-way as seen looking downstream (northwest) from GPS location 6862 (Frame 2143; 09/11/15).



Photo 344. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northwest from GPS location 6891 (Frames 2144-2145; 09/11/15).



Photo 345. View of Wetland: Natural Flow-way as seen at GPS location 6893 (Frame 2146; 09/11/15).



Photo 346. View of Wetland: Natural Flow-way as seen looking west from GPS location 6893 (Frames 2147-2148; 09/11/15).



Photo 347. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking south from GPS location 6911 (Frames 2149-2150; 09/11/15).



Photo 348. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking north from GPS location 6922 (Frames 2151-2152; 09/11/15).



Photo 349. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 6960 (Frames 2153-2154; 09/11/15).



Photo 350. View of Wetland Boundary: Mixed Shrubs & Vines as seen looking northwest from GPS location 6991 (Frames 2155-2156; 09/11/15).



Photo 351. View of Transitional: Planted Pine Flatwoods as seen looking north from GPS location 7007 (Frames 2157-2158; 09/11/15).



Photo 352. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking southeast from GPS location 7013 (Frames 2159-2160; 09/11/15).



Photo 353. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking south from GPS location 7028 (Frames 2161-2162; 09/11/15).



Photo 354. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking northwest from GPS location 7034 (Frames 2163-2164; 09/11/15).



Photo 355. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 7041 (Frames 2165-2166; 09/11/15).



Photo 356. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northwest from GPS location 7047 (Frames 2167-2168; 09/11/15).



Photo 357. View of Ditch Block within ditch located along east boundary of gas line easement as seen looking east from GPS location 7068. Water is pooled to the south at this location (Frames 2169-2170; 09/11/15).



Photo 358. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking east from GPS location 7086 (Frames 2171-2172; 09/11/15).



Photo 359. View of Wetland: Marsh as seen looking west from GPS location 7093 (Frames 2173-2174; 09/11/15).



Photo 360. View to south (upstream) of culverts located in Rocky Creek at GPS location 9841 (Frame 7490; 09/15/15).



Photo 361. View to south (upstream) of culverts located in Rocky Creek at GPS location 9841 (Frame 7491; 09/15/15).



Photo 362. View of downstream area of Rocky Creek south of culverts located at GPS location 7285 (Frame 7492; 09/15/15).



Photo 363. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 7304 (Frame 7494; 09/15/15).



Photo 364. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 7304 (Frame 7495; 09/15/15).



Photo 365. View of Wetland: Mixed Shrubs & Vines as seen looking east from GPS location 7337 (Frame 7496; 09/15/15).



Photo 366. View of Wetland: Mixed Shrubs & Vines as seen looking southeast from GPS location 7337 (Frame 7497; 09/15/15).



Photo 367. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northwest from the jurisdiction line located south of GPS location 7338 (Frame 7498; 09/15/15).



Photo 368. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 7340 (Frame 7499; 09/15/15).



Photo 369. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS location 7340 (Frame 7500; 09/15/15).



Photo 370. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking west from GPS location 7349 (Frame 7501; 09/15/15).



Photo 371. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS location 7349 (Frame 7502; 09/15/15).



Photo 372. View to south of gas line through Wetland: Cypress-Mixed Hardwoods-Bays as seen at culvert location at GPS location 7360 (Frame 7503; 09/15/15).



Photo 373. View of Physical Feature: Culvert as seen looking at east end (downstream) of culvert at GPS location 7360 (Frame 7504; 09/15/15).



Photo 374. View of Wetland: Cypress-Mixed Hardwoods-Bays from Physical Feature: Culvert as seen looking at west end (upstream) of culvert at GPS location 7360 (Frame 7506; 09/15/15).



Photo 375. View of wetland shrubs and marsh area of Wetland: Cypress-Mixed Hardwoods-Bays community from Physical Feature: Culvert as seen looking west (upstream) from GPS location 7360 (Frame 7507; 09/15/15).



Photo 376. View of cypress, pine, and disturbed vines and shrubs area of the Wetland: Cypress-Mixed Hardwoods-Bays community located west of Physical Feature: Culvert at GPS location 7360 (Frame 7508; 09/15/15).



Photo 377. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 7372 (Frames 7509-7510; 09/15/15).



Photo 378. View of gas line as seen looking south from GPS location 7378 Wetland: Natural Flowway, which occurs from west to east across top of gas line extending from GPS locations 7375–7380 (Frame 7511; 09/15/15).



Photo 379. View of gas line as seen looking north from GPS location 7378 Wetland: Natural Flowway, which occurs from west to east across top of gas line extending from GPS locations 7375–7380 (Frame 7512 (09/15/15).



Photo 380. View of Wetland: Planted Pine-Marsh as seen looking west from GPS location 7387 (Frames 7513-7314; 09/15/15).



Photo 381. View of gas line (right) and forest road (left) that accesses property to the east. This photo is taken from GPS location 7403 looking southeast to south. There are several Physical Feature: Culverts at this location that route water north and east through this intersection (Frame 7515; 09/15/15).



Photo 382. View of north end of Physical Feature: Culvert that runs north from GPS location 7403 to 7404 and routes water in this direction (Frame 7516; 09/15/15).



Photo 383. View to north of gas line as seen from Physical Feature: Culvert at GPS location 7404 (Frame 7517; 09/15/15).



Photo 384. View of area at west end of Physical Feature: Culvert located at GPS location 7405. This is upstream area west of gas line (Frame 7518; 09/15/15).



Photo 385. View of east area at east end (downstream) of Physical Feature: Culvert located at GPS location 7405. Water flows here from GRU property, north into ditch along gas line, then east into a large wetland area (Frame 7519; 09/15/15).



Photo 386. View of flow-way at east end of Physical Feature: Culvert located in gas line right-of-way at GPS location 7421 (Frame 7520; 09/15/15).



Photo 387. View of flow-way at west end of Physical Feature: Culvert located in gas line right-of-way at GPS location 7421 (Frame 7521; 09/15/15).



Photo 388. View of Physical Feature: Culvert area within gas line right-of-way as seen looking south from GPS location 7421 (Frame 7522; 09/15/15).



Photo 389. View of Wetland: Planted Pine Flatwoods as seen looking east from the jurisdictional boundary at GPS location 7430 (Frame 7524; 09/15/15).



Photo 390. View of Hydric: Planted Pine Flatwoods as seen looking west from the jurisdictional boundary at GPS location 7430 (Frame 7525; 09/15/15).



Photo 391. View of upland as seen looking south from Mesic: Planted Pine-Mesic Pine Flatwoods located at GPS location 7441 (Frame 7526; 09/15/15).



Photo 392. View of Hydric: Planted Pine Flatwoods as seen looking west from GPS location 7449 (Frames 7527-7528; 09/15/15).



Photo 393. View of Surface Water: Excavated Ditch within Upland within a Transitional: Planted Pine Flatwoods as seen at GPS location 7456 (Frame 7529; 09/15/15).



Photo 394. View of Surface Water: Excavated Ditch within Upland within a Transitional: Planted Pine Flatwoods as seen looking north (downstream) from GPS location 7456 Frame 7530 (09/15/15).



Photo 395. View of Surface Water: Excavated Ditch within Upland within a Transitional: Planted Pine Flatwoods as seen looking south (upstream) from GPS location 7456 (Frame 7531; 09/15/15).



Photo 396. View of boundary between wet flatwoods and transitional flatwoods within the Hydric: Planted Pine Flatwoods community as seen looking east from GPS location 7459 (Frame 7532; 09/15/15).



Photo 397. View of Hydric: Planted Pine Flatwoods as seen looking south from GPS location 7470 (Frame 7533; 09/15/15).



Photo 398. View of Hydric: Planted Pine Flatwoods as seen looking north from GPS location 7470 (Frame 7534; 09/15/15).



Photo 399. View of Physical Feature: Culvert as seen looking north (downstream) from GPS location 7497 (Frame 7535; 09/15/15).



Photo 400. View of Physical Feature: Culvert as seen looking south (upstream) from GPS location 7497 (Frame 7536; 09/15/15).



Photo 401. View of Hydric: Planted Pine Flatwoods as seen looking northeast from GPS location 7510 (Frame 7537; 09/15/15).



Photo 402. View of Hydric: Planted Pine Flatwoods as seen looking east from GPS location 7510 (Frame 7538; 09/15/15).



Photo 403. View of Surface Water: Excavated Ditch within Upland-Roadside Ditch within the Mesic: Planted Pine-Mesic Pine Flatwoods community at GPS location 7523 (Frame 7539; 09/15/15).



Photo 404. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north from GPS location 7526 (Frame 7540; 09/15/15).



Photo 405. View of Wetland: Planted Pine-Marsh as seen at GPS location 7648 (Frame 7624; 09/17/15).



Photo 406. View of Wetland: Planted Pine-Marsh as seen at GPS location 7649 (Frame 7625; 09/17/15).



Photo 407. View of Hydric: Planted Pine Flatwoods as seen at GPS location 7663 (Frame 7626; 09/17/15).

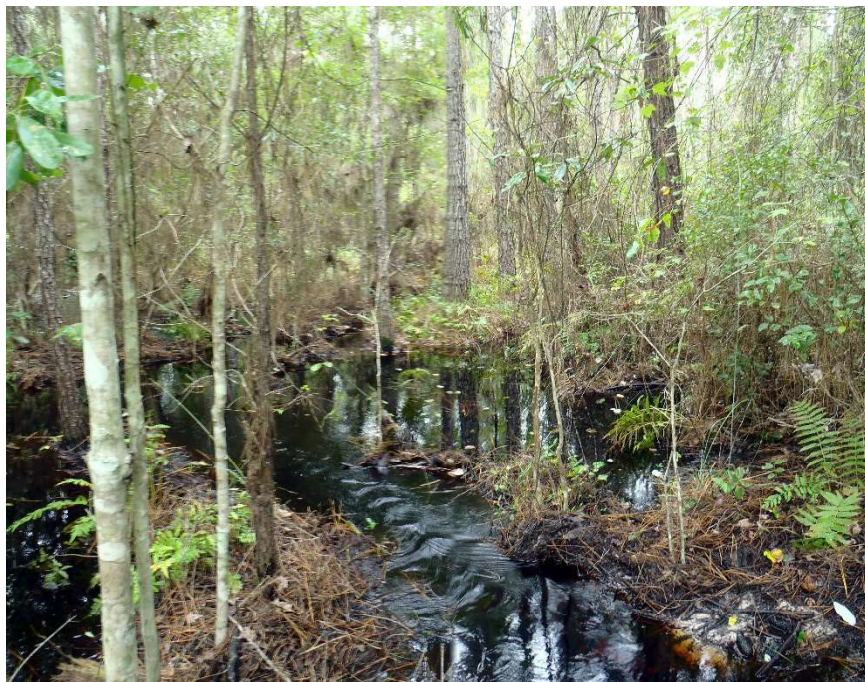


Photo 408. View of stream flow into Wetland: Planted Pine-Mixed Hardwoods as seen looking south from GPS location 7754 (Frames 2175-2176; 09/18/15).



Photo 409. View of stream inflow into Wetland: Planted Pine-Mixed Hardwoods as seen looking west from GPS location 7754 (Frames 2177-2178; 09/18/15).



Photo 410. View of flow-way across top of gas line access road as seen looking south from GPS location 7756. Flow-way extends from GPS location 7756 south to 7757, a distance of 325 ft (Frames 2183-2184; 09/18/15).



Photo 411. View of wetland marsh on south side of power line easement as seen looking east from Physical Structure: Culvert located at GPS location 7756 (Frame 2185; 09/18/15).



Photo 412. View of wetland marsh located south of power line access road as seen looking west from culvert located at GPS location 7756 (Frame 2186; 09/18/15).



Photo 413. View of gas line easement as seen looking north from culvert located at GPS location 7765 (Frames 2179-2180; 09/18/15).



Photo 414. View of wetland marsh on north side of power line access road as seen looking east from culvert at GPS location 7765 (Frame 2181; 09/18/15).



Photo 415. View of wetland marsh on north side of power line access road as seen looking west from culvert located at GPS location 7765 (Frame 2182; 09/18/15).



Photo 416. View of natural flow-way area within Wetland: Mixed Hardwood Swamp as seen looking southeast from GPS location 7804 (Frames 2187-2188; 09/18/15).



Photo 417. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking southwest from GPS location 7823 (Frames 2189-2190; 09/18/15).



Photo 418. View of Surface Water: Excavated Ditch within Upland as seen looking east from GPS location 7843 (Frame 2191; 09/18/15).



Photo 419. View of Surface Water: Excavated Ditch within Upland as seen looking west from GPS location 7843 (Frame 2192; 09/18/15).



Photo 420. View of Wetland: Marsh as seen looking southwest from GPS location 7854 (Frames 2193-2194; 09/18/15).



Photo 421. View of Upland: Oldfield as seen looking east from GPS location 7861 (Frames 2195-2196; 09/18/15).



Photo 422. View of Wetland: Marsh as seen looking south from GPS location 7862 (Frames 2197-2198; 09/18/15).



Photo 423. View of Wetland: Natural Flow-way as seen looking north from GPS location 7863 (Frames 2199-2200; 09/18/15).



Photo 424. View of Wetland: Natural Flow-way as seen looking southwest from GPS location 7945 (Frames 2201-2202; 09/18/15).



Photo 425. View of Wetland: Natural Flow-way as seen looking northwest from GPS location 7945 (Frames 2203-2204; 09/18/15).



Photo 426. View of Wetland: Natural Flow-way as seen looking southeast from GPS location 7945 (Frames 2205-2206; 09/18/15).



Photo 427. View of Wetland: Natural Flow-way as seen looking west from GPS location 7945 (Frames 2207-2208; 09/18/15).



Photo 428. View of Hydric: Planted Pine Flatwoods as seen looking south from GPS location 7960 (Frames 2209-2210; 09/18/15).



Photo 429. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking west from GPS location 7968 (Frames 2211-2212; 09/18/15).



Photo 430. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking east from GPS location 8026 (Frames 2213-2214; 09/18/15).



Photo 431. View of Hydric: Planted Pine Flatwoods as seen looking northeast from GPS location 8035 (Frames 2217-2218; 09/18/15).



Photo 432. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking east from GPS location 8037 (Frames 2215-2216; 09/18/15).



Photo 433. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking northeast from GPS 8039 (Frames 2219-2220; 09/18/15).



Photo 434. View of eroded Physical Feature: Culvert as seen looking east from GPS locations 8099-8100 (Frame 7646; 09/29/15).



Photo 435. View of eroded Physical Feature: Culvert as seen looking north from GPS location 8100 (Frame 7647; 09/29/15).



Photo 436. View of eroded Physical Feature: Culvert as seen looking south from GPS location 8099 (Frame 7648; 09/29/15).



Photo 437. View of flow at Physical Feature: Culvert at GPS location 8099. View is to north on south side of road. Flow has eroded south side of road (Frame 7652; 09/29/15).



Photo 438. View of flow at Physical Feature: Culvert at GPS location 8100. Flow is to north on north side of road (Frame 7649; 09/29/15).



Photo 439. View of Physical Feature: Culvert at GPS locations 8101-8102. View is of north side of culvert (Frame 7650; 09/29/15).



**Photo 440. View of south side of Physical Feature:
Culvert at GPS locations 8101-8102 (Frame
7651; 09/29/15).**



**Photo 441. View of offsite excavated ditch through an
upland as seen from the Fill: Old Roads-
Berms-Windrows at GPS location 8106
(Frame 7653; 09/29/15).**



Photo 442. View of berm on south side of Fill: Old Roads-Berms-Windrows as seen looking east from GPS location 8106 (Frame 7654; 09/29/15).



Photo 443. View of berm on south side of excavated ditch as seen looking east from GPS location 8110 (Frame 7655; 09/29/15).



Photo 444. View of Wetland: Wetland Shrubs-Rabbit-eye Blueberry (*Vaccinium virgatum*) Understory as seen looking south from GPS location 8120 (Frames 7656-7657; 09/29/15).



Photo 445. View of buttonbush dominated area of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking northeast from GPS location 8138. This area is excavated (Frame 7658; 09/29/15).



Photo 446. View of south boundary of buttonbush dominated, excavated Wetland: Cypress-Mixed Hardwoods-Bays as seen looking southeast from GPS location 8138 (Frame 7660; 09/29/15).



Photo 447. Viewed of drained Wetland: Cypress-Mixed Hardwoods-Bays that lies along southwest boundary of excavated buttonbush and cypress area. View is southwest from GPS location 8138 (Frames 7661-7662; 09/29/15).



Photo 448. View of Wetland: Natural Flow-way that occurs at GPS locations 8166–8173. View is at GPS location 8168 (Frame 7663; 09/29/15).



Photo 449. View of Wetland: Natural Flow-way that occurs at GPS locations 8166–8173. View is at GPS location 8168 (Frame 7665; 09/29/15).



Photo 450. View of Wetland: Natural Flow-way that occurs at GPS locations 8166–8173. View is at GPS location 8168 (Frame 7666; 09/29/15).



Photo 451. View of Wetland: Natural Flow-way that occurs at GPS locations 8166–8173. View is at GPS location 8168 (Frame 7667; 09/29/15).



Photo 452. View of Wetland: Mixed Hardwood Swamp as seen looking east from GPS location 8215 (Frame 7668; 09/29/15).



Photo 453. View of Wetland: Natural Flow-way as seen looking west (upstream) from GPS location 8234 (Frame 7669; 09/29/15).



Photo 454. View of Wetland: Natural Flow-way as seen looking east (downstream) toward SR 121 from GPS location 8234 (Frame 7670; 09/29/15).



Photo 455. View of Wetland: Marsh dominated by *Panicum hemitomon* as seen looking west from GPS location 8242 (Frames 7671-7673; 10/01/15).



Photo 456. View of lichen and moss lines as seen within Wetland: Marsh at GPS location 8242 (Frame 7674; 10/01/15).



Photo 457. View of Hydric: Planted Pine Flatwoods in area of GPS location 8256 (Frame 7675; 10/01/15).



Photo 458. View of Hydric: Planted Pine Flatwoods in area of GPS location 8256 (Frame 7676; 10/01/15).



Photo 459. View of surface water in Hydric: Planted Pine Flatwoods at GPS location 8256 (Frame 7677; 10/01/15).



Photo 460. View of Sphagnum moss in Hydric: Planted Pine Flatwoods at GPS location 8256 (Frame 7678; 10/01/15).



Photo 461. View of Hydric: Planted Pine Flatwoods at GPS location 8256 (Frame 7679; 10/01/15).



Photo 462. View of buttressed *Pinus elliotii* in Hydric: Planted Pine Flatwoods at GPS location 8256 (Frame 7680; 10/01/15).



Photo 463. View of Hydric: Planted Pine Flatwoods at GPS location 8284 (Frame 7681; 10/01/15).

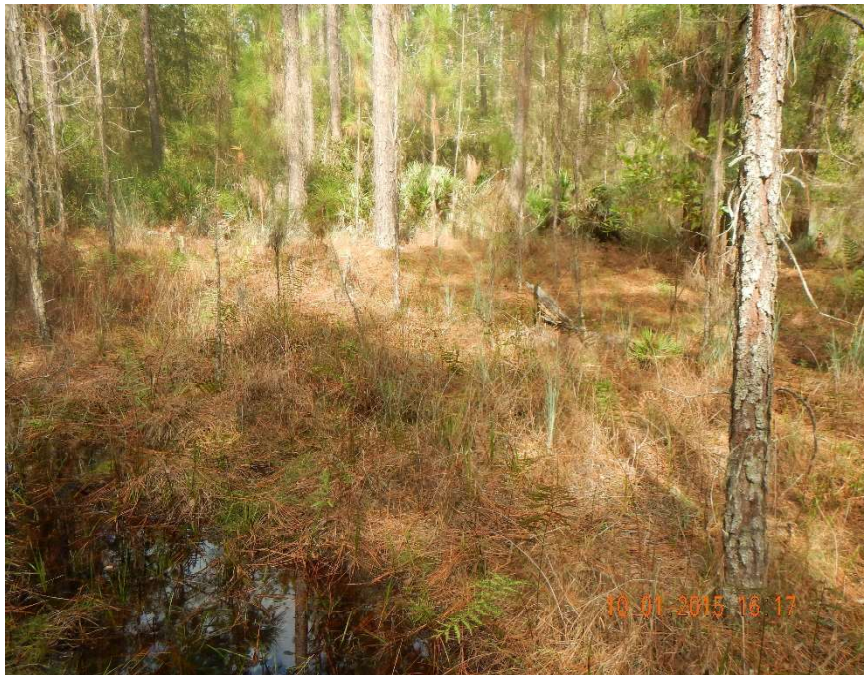


Photo 464. View of Hydric: Planted Pine Flatwoods at GPS location 8284 (Frame 7682; 10/01/15).



Photo 465. View of Wetland: Mixed Hardwood Swamp within excavated wetland at GPS location 8342 (Frame 7683; 10/01/15).



Photo 466. View of Wetland: Mixed Hardwood Swamp within excavated wetland at GPS location 8342 (Frame 7684; 10/01/15).



Photo 467. View of Wetland: Mixed Hardwood Swamp within excavated wetland at GPS location 8342 (Frame 7685; 10/01/15).



Photo 468. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north to southeast from GPS location 8352 (Frame 7686; 08/31/15).



Photo 469. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking north to southeast from GPS location 8352 (Frames 7687-7688; 10/01/15).



Photo 470. View of Mesic: Planted Pine-Mesic Pine Flatwoods as seen looking south from GPS location 8352 (Frame 7689; 10/01/15).



Photo 471. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking southeast from GPS location 8363 (Frame 7690; 10/01/15).



Photo 472. View of moss and lichen lines on *Taxodium ascendens* at GPS location 8363 (Frame 7691; 10/01/15).



Photo 473. View of Wetland: Planted Pine-Marsh as seen looking southwest from GPS location 8364 (Frame 7692; 10/01/15).



Photo 474. View of Wetland: Planted Pine-Marsh as seen looking northeast from GPS location 8364 (Frame 7693; 10/01/15).



Photo 475. View of Hydric: Planted Pine Flatwoods as seen at GPS location 8398 (Frame 7694; 10/01/15).



Photo 476. Pooled surface water and moss within the Hydric: Planted Pine Flatwoods at GPS location 8398 (Frame 7695; 10/01/15).



Photo 477. Buttressed slash pine and moss with the Hydric: Planted Pine Flatwoods as seen at GPS location 8398 (Frame 7696; 10/01/15).



Photo 478. Boundary of Hydric: Planted Pine Flatwoods and Transitional: Planted Pine Flatwoods as seen at GPS location 8416 (Frame 7697; 10/01/15).



Photo 479. *Lyonia lucida* and *Woodwardia virginiana* ground cover occurring at GPS location 8416 (Frame 7698; 10/01/15).



Photo 480. Dense dead and live *Lyonia lucida* occurring at GPS location 8416 (Frame 7699; 10/01/15).



Photo 481. View to northeast of Hydric: Planted Pine Flatwoods as seen from GPS location 8416 (Frame 7700; 10/01/15).



Photo 482. View of Hydric: Planted Pine Flatwoods as seen looking northwest from GPS location 8440 (Frame 7701; 10/01/15).



Photo 483. View of Hydric: Planted Pine Flatwoods as seen looking east from GPS location 8440 (Frame 7702; 10/01/15).



Photo 484. View of Hydric: Planted Pine Flatwoods at GPS location 8456 (Frame 7703; 10/01/15).



Photo 485. View of excavated pond occurring at GPS location 8574 (Frame 7708; 10/02/15).



Photo 486. View of excavated pond occurring at GPS location 8574 (Frame 7709; 10/02/15).



Photo 487. View of excavated pond occurring at GPS location 8574 (Frame 7710; 10/02/15).



Photo 488. View of Planted Pine-Mesic Pine Flatwoods as seen looking northwest from GPS location 8587 (Frame 7712; 10/02/15).



Photo 489. View of Planted Pine-Mesic Pine Flatwoods as seen looking south from GPS location 8587 (Frame 7713; 10/02/15).



Photo 490. View of Wetland: Cypress-Mixed Hardwoods-Bays as seen looking north from GPS location 8682 (Frame 7714; 10/02/15).



Photo 491. View of Wetland: Mixed Shrubs & Vines as seen looking south from GPS location 8682 (Frame 7715; 10/02/15).



Photo 492. View of Wetland: Planted Pine-Marsh as seen looking northeast from GPS location 8685 (Frame 7716; 10/02/15).



Photo 493. View of dense *Panicum hemitomon* in groundcover at GPS location 8685 (Frame 7717; 10/02/15).



Photo 494. View of moss line on *Pinus elliotii* at GPS location 8685 (Frame 7718; 10/02/15).



Photo 495. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 8699 (Frame 7719; 10/02/15).



Photo 496. View of Wetland: Planted Pine-Marsh as seen looking southeast from GPS location 8699 (Frame 7721; 10/02/15).



Photo 497. View of Wetland: Planted Pine-Marsh as seen looking south from GPS location 8699 (Frame 7722 (10/02/15).



Photo 498. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 8704 (Frame 7723; 10/02/15).



Photo 499. View of Wetland: Planted Pine-Marsh as seen looking northeast from GPS location 8704 (Frame 7724; 10/02/15).



Photo 500. View of Wetland: Planted Pine-Marsh as seen looking southeast from GPS location 8704 (Frame 7725; 10/02/15).



Photo 501. View of boundary of Hydric: Planted Pine Flatwoods and Wetland: Planted Pine-Marsh as seen looking north from GPS 8707 (Frame 7726; 10/02/15).



Photo 502. View of Wetland: Planted Pine-Marsh as seen looking north from GPS location 8734 (Frame 7728; 10/02/15).



Photo 503. View of Wetland: Planted Pine-Marsh as seen looking south from GPS location 8734 (Frame 7729; 10/02/15).



Photo 504. View of Hydric: Planted Pine Flatwoods as seen looking west from GPS location 8744 (Frame 7730; 10/02/15).



Photo 505. View of Hydric: Planted Pine Flatwoods as seen looking northwest from GPS location 8749 (Frame 7731; 10/02/15).



Photo 506. View of Hydric: Planted Pine Flatwoods as seen looking northwest from GPS location 8753 (Frame 7732; 10/02/15).



Photo 507. View of Hydric: Planted Pine Flatwoods as seen looking southeast from GPS location 8753 (Frame 7733; 10/02/15).



Photo 508. View of typical Hydric: Planted Pine Flatwoods groundcover and surface water as seen at GPS location 8757 (Frame 7734; 10/02/15).



Photo 509. View of typical Hydric: Planted Pine Flatwoods groundcover and surface water as seen at GPS location 8757 (Frame 7735; 10/02/15).



Photo 510. View of typical Hydric: Planted Pine Flatwoods groundcover and surface water as seen at GPS location 8757 (Frame 7736; 10/02/15).



Photo 511. View to north of road through wetland shrubs as seen at GPS location 10120 (Frame 1415; 04/14/17).



Photo 512. View of Hydric Planted Pine-Flatwoods community as seen at GPS location 10127 (Frame 1417; 04/14/17).



Photo 513. View of Transitional Flatwoods community as seen at GPS location 10131 (Frame 1418; 04/14/17).



Photo 514. View of Transitional Planted Pine Flatwoods community as seen at GPS location 10136 (Frame 1419; 04/14/17).



Photo 515. View of Mesic Planted Pine Flatwoods community as seen at GPS location 10139 (04/14/17).



Photo 516. View of Hydric Pine Flatwoods community as seen at GPS location 10161 (Frame 1421; 04/14/17).



Photo 517. View of boundary of Mesic and Hydric Plant Pine Flatwoods communities as seen at GPS location 10164 (Frame 1422; 04/14/17).



Photo 518. View of Mesic Planted Pine Flatwoods community as seen at GPS location 10169 (Frame 1423; 04/14/17).



Photo 519. View of Mesic Planted Pine Flatwoods community as seen at GPS location 10169 (Frame 1424; 04/14/17).



Photo 520. Panoramic view of excavated ditch within the unlogged Cypress-Mixed Hardwood-Bay Swamp as seen looking south to southwest at GPS location 10183 (Frames 1425–1427; 04/14/17).



Photo 521. View of ditch located within the Cypress-Mixed Hardwood-Bay Swamp as seen looking north at GPS location 10183 (Frame 1428; 04/14/17).



Photo 522. View of culvert located in old ditch that intercepts deeper, more recent excavation at GPS location 10184 (Frame 1431; 04/14/17).



Photo 523. View of unlogged Cypress-Mixed Hardwood-Bay Swamp as seen at GPS location 10191 (Frame 1433; 04/14/17).



Photo 524. View of Cypress-Mixed Hardwood-Bay Swamp as seen looking east at GPS location 10196 (Frame 1434; 04/14/17).



Photo 525. View of Cypress-Blackgum Swamp as seen looking northwest from GPS location 10196 (Frame 1435; 04/14/17).



Photo 526. View of Hydric Hammock-Mixed Hardwood wetland as seen at GPS location 10204 (Frame 1436; 04/14/17).



Photo 527. View of Transitional Planted Loblolly Pine Flatwoods community as seen at GPS location 10207 (Frame 1437; 04/14/17).



Photo 528. View of Mesic Planted Pine Flatwoods community as seen at GPS location 10212 (Frame 1438; 04/14/17).



Photo 529. View of Mesic Planted Pine Flatwoods community as seen at GPS location 10220 (Frame 1440; 04/14/17).



Photo 530. View of Hydric Planted Pine Flatwoods community as seen at GPS location 10242 (Frame 1441; 04/14/17).



Photo 531. View of Bay-dominated area of Hydric Hammock habitat found at GPS location 10251 (Frame 1442; 04/14/17).



Photo 532. View of dense evergreen vegetation at boundary of pine-dominated wetland and Hydric Plant Pine Flatwoods community at GPS location 10251 (Frame 1443; 04/14/17).



Photo 533. View of dense evergreen vegetation at boundary of pine-dominated wetland and Hydric Plant Pine Flatwoods community at GPS location 10251 (Frame 1444; 04/14/17).



Photo 534. Panoramic view of boundary of dense shrub-covered, logged Bay wetland and adjacent Hydric Planted Pine Flatwoods community as seen at GPS location 10271 (Frames 1445-1447; 04/14/17).



Photo 535. View of red maple (*Acer rubrum* L) dominated understory in Hydric Planted Pine Flatwoods as seen at GPS location 10295 (Frame 1449; 04/14/17).



Photo 536. View of collapsed culvert and roadway at offsite drainage divide as seen looking west from GPS location 10304 (Frame 1451; 04/14/17).



Photo 537. View of ditch south of drainage divide as seen looking south from GPS location 10304 (Frame 1452; 04/14/17).



Photo 538. View of sweetgum-red maple (*Liquidambar styraciflua-Acer rubrum*) dominated Hydric Hammock as seen at GPS location 10312 (Frame 1453; 04/14/17).



Photo 539. View of sweetgum-red maple (*Liquidambar styraciflua-Acer rubrum*) dominated Hydric Hammock as seen at GPS location 10312 (Frame 1454; 04/14/17).



Photo 540. View of berm (left side [west]) and excavated ditch that flows north within the Cypress-Mixed Hardwood-Bay Swamp community as seen at GPS location 10322 (Frame 1456; 04/14/17).



Photo 541. View to northwest of Hydric Hammock community as seen from south end of ditch at GPS location 10322 (Frame 1457; 04/17/17).



Photo 542. View of oak-dominated Hydric Hammock as seen at GPS location 10327 (Frame 1458; 04/14/17).

Photos 543 through 549 show dilapidated structures remaining in an historical disturbed cypress dome located at GPS location 10356. This dome was a study site for experimental sewage disposal in wetlands that was conducted by the Center for Wetlands at the University of Florida from 1973 to 1979. This wetland is referred to as the sewage dome in *Cypress Swamps* by K. C. Ewel and H. T. Odum (editors), University of Florida Presses (1984; see page 70). ERC staff visited this wetland in 1980. The wetland was one of three (3) cypress domes in the area used to study the effects of effluent from the Whitney Trailer Park on the wetland systems.



Photo 543. Experimental tower.



Photo 544. Sewage line.



Photo 545. Boardwalk.



Photo 546. Lichen lines in wetland.



Photo 547. Moss lines in wetland.



Photo 548. Tower.



Photo 549. Work platform.



Photo 550. View of transitional Planted pine Flatwoods as seen at GPS location 10392 (Frame 1466; 04/14/17).



Photo 551. View of very disturbed historical cypress habitat with minimal pine and cypress canopy and very dense shrubs and briars as seen at GPS location 10396 (Frame 1467; 04/14/17).



Photo 552. View of very disturbed historical cypress habitat with minimal pine and cypress canopy and very dense shrubs and briars as seen at GPS location 10396 (Frame 1468; 04/14/17).



Photo 553. View of very disturbed historical cypress habitat with minimal pine and cypress canopy and very dense shrubs and briers as seen at GPS location 10396 (Frame 1469; 04/14/17).



Photo 554. View of forest road located in area of GPS location 7235 (Frame 1489; 04/18/17).



Photo 555. View of excavated ditch located at GPS location 10407 (Frame 592; 04/18/17).



Photo 556. View of excavated ditch located at GPS location 10407 (Frame 593; 04/18/17).





Photo 557. Views of logged Cypress-Mixed Hardwood-Bay Swamp community showing marsh creation within larger skidder tracts and dense shrub understory regeneration in areas where surface was not disturbed (GPS locations 10445–10447; 04/18/17).



Photo 558. View of Mixed Hardwood Swamp as seen at GPS location 10482 (Frame 603; 04/18/17).



Photo 559. View of Mixed Hardwood Swamp as seen at GPS location 10482 (Frame 604; 04/18/17).



Photo 560. View of Mixed Hardwood Swamp as seen at GPS location 10482 (Frame 605; 04/18/17).



Photo 561. View of swamp laurel oak (*Quercus laurifolia*) Hydric Hammock habitat as seen at GPS location 10484 (Frame 1484; 04/18/17).



Photo 562. View of Hydric Hammock community as seen at GPS location 10489 (Frames 1485-1486; 04/18/17).



Photo 563. View of ironwood (*Carpinus caroliniana*) dominated Hydric Hammock habitat as seen at GPS location 10490 (Frame 1487; 04/18/17).



Photo 564. View of Hydric Planted Pine and Bay-dominated Flatwoods as seen at GPS location 10614 (Frame 1556; 05/01/17).



Photo 565. Panoramic view of deep water area within central area of Cypress Wetland as seen at GPS location 10657 (Frames 1557–1558; 05/01/17).



Photo 566. View of Cypress-Mixed Hardwood-Bay Swamp as seen at GPS location 10655 (Frame 1559; 05/01/17).



Photo 567. View of Cypress-Mixed Hardwood-Bay Swamp as seen at GPS location 10655 (Frame 1560; 05/01/17).



Photo 568. View of Hydric Planted Pine Flatwood habitat as seen at GPS location 10674 (Frame 1561; 05/01/17).



Photo 569. View of logged wetland area showing regeneration of dense shrub cover at GPS location 10699 (Frame 1562; 05/01/17).



Photo 570. View of Hydric Planted Pine Flatwoods community at GPS location 10699 (Frame 1563; 05/01/17).



Photo 571. View of Hydric Planted Pine Flatwoods community at GPS location 10699 (Frame 1564; 05/01/17).



Photo 572. View of Mesic Plant Pine Flatwoods community as seen at GPS location 10737 (Frame 1566; 05/01/17).



Photo 573. View of Mesic Plant Pine Flatwoods community as seen at GPS location 10741 (Frame 1567; 05/01/17).




Photo 574. View of logged Cypress and Mixed Hardwood Wetland located at GPS location 10766 (Frame 1568; 05/01/17).



Photo 575. View of logged Cypress and Mixed Hardwood Wetland located at GPS location 10766 (Frame 1569; 05/01/17).

Prepared by:
William J. Haley, Esquire
Brannon, Brown, Haley,
Robinson & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1651188 35 PGS
1999 DEC 16 11:46 AM BK 2267 PG 2479
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#000487
Doc Stamp-Deed: 42,256.90

Receipt #: 000487
Doc Stamp-Deed: 42,256.90
J. K. "BUDDY" IRBY
ALACHUA COUNTY, FLORIDA
By:  D.C.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement" herein) is made as of this 15th day of December, 1999, by and between Nekoosa Packaging Corporation, a Delaware corporation authorized to do business in the State of Florida, whose mailing address is 133 Peachtree St., NE, Atlanta, GA 30303, (herein the "Grantor"), Suwannee River Water Management District (SRWMD), a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is 9225 County Road 49, Live Oak, Florida 32060 (herein as "Grantee"), St. Johns River Water Management District (SJRWMD) whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (herein as "Grantee"), and City of Gainesville, a State of Florida municipal corporation, whose mailing address is Post Office Box 147117, Sta. A130, Gainesville, Florida 32614-7117 (herein the "City" and as "Grantee"). Suwannee River Water Management District, St. Johns River Water Management District and City of Gainesville are all collectively referred to herein as "Grantee".

ATS
↑

RECITALS:

WHEREAS, Grantor is the owner in fee simple of certain real property as shown within the dashed lines on Exhibit "A" attached hereto and by this reference incorporated herein (the real property identified on Exhibit "A" is hereinafter referred to as the "Property"), which Property has aesthetic, scientific, educational, ecological and water resource value in its present state; and

WHEREAS, City, as owner and operator of a potable water system doing business as Gainesville Regional Utilities, has approached Suwannee River Water Management District and St. Johns River Water Management District to obtain properties and property rights to protect the City's public water supply system; and

WHEREAS, it is presently anticipated that there shall be a maximum of six production wells located on the Property but additional wells may be desired in the future; and,

WHEREAS, the well sites shall be conveyed to the City; and,

WHEREAS, conservation of the Property would be in furtherance of Grantee's purposes and policies as set forth in Chapter 373, Florida Statutes; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character of the Property and have the common purpose of the conservation and protection in perpetuity of the Property in conjunction with Grantor's silviculture operations by providing for the conveyance of this Conservation Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee, and the consideration of the covenants, mutual agreements, conditions, and promises contained herein, Grantor does hereby voluntarily give, grant, bargain, sell, and convey unto Grantees forever, a conservation easement in perpetuity over the Property for the purposes set forth above, pursuant to Florida Statutes Section 704.06, and subject to the following terms and conditions.

I. AFFIRMATIVE RIGHTS OF GRANTEE.

A. Grantee shall have visual and physical access, including the right of ingress and egress at all times, to ensure compliance with this Easement. This right of access includes City's right to provide access required by the Natural Resources Conservation Service under the provisions of Section VI of that certain Cooperative Agreement Between the City and the United States of America Commodity Credit Corporation For the Farmland Protection Program, dated September 29, 1998.

B. Grantee, under the terms and conditions of this Easement, shall have, on behalf of the public and itself, the right to use, occupy, manage, and regulate the Property in keeping with the policies declared in Chapter 373, Florida Statutes or such other successor replacement Statute as may be in effect from time to time reiterating the policies existing in Chapter 373, Florida Statutes in existence on the date of this Easement.

C. Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including but not limited to, the right to require the restoration of the Property to its condition at the date of this Easement.

D. The City shall be locating production wells (wells constructed for the purpose of meeting water supply needs), monitoring wells (wells completed into the surficial,

intermediate, or Floridan aquifer for the purpose of determining water quality), exploratory wells (wells constructed to determine the suitability of a particular location for a production well), pumps, water conveyance pipelines, electrical distribution lines and electrical transmission lines required for the proposed water wells by the City. The City may locate exploratory wells or monitoring wells anywhere within the easement area as described in Exhibit "A". The City may also locate a standby power supply and related appurtenances at each well site. This will include the construction, operation and maintenance of the same. The sites for the proposed production wells and public utility easement shall be located within the property described in Exhibit "B". Up to six production wells may be located on the property described in Exhibit "B" with the exact location to be determined at a later time. Exhibit "B" shows the anticipated location of four (4) production wells. At the time the production wells are located, at the request of City, the Grantor shall convey by Special Warranty Deed to the City the land around each well consisting of not less than 100 feet by 100 feet (0.23 acres) together with a Public Utilities Easement of not less than thirty feet in width over and across the Property to the well site, the location of which must be acceptable to the City, the Grantor and Grantees hereunder. In the event that the City desires production well sites in addition to those six production well sites described above, Grantor and its successors or assigns shall negotiate in good faith with the City and its successors or assigns for the purchase of additional production well sites to be located anywhere within the easement described in Exhibit "A". The Grantees named in this easement document shall have approval authority for the location of future production well sites within the easement area described in Exhibit "A" but outside of the property described in Exhibit "B". For the purpose of this Easement, it is understood that the City does not have to accept any Public Utility Easement that requires it to build any levee, bridges, or fill in low areas more than two feet in depth. In addition to the provisions of this Easement, all activities associated with the water wells are subject to the relevant government regulations. To the fullest extent permitted by law, the City will compensate Grantor for any damage or loss of timber that may result from the City's installation of monitoring wells or exploratory wells within the area described in Exhibit "B"; the impact of the City's

construction or maintenance activities on areas adjacent to the public utilities easement(s) within the area described in Exhibit "B"; or the City's installation of production wells, monitoring wells, exploratory wells, standby power supplies and their appurtenances as well as for damage directly associated with the construction of the public utility easement rights-of-way in the area located outside of the property described in Exhibit "B" but within the easement area described in Exhibit "A". Compensation will be made at the current market value for the damaged timber prevailing at the time of the damage.

II. PROHIBITED USES.

A. Grantor and Grantee acknowledge that subject to and in accordance with the Reserved Rights described in Section III hereof, the purpose of this Easement is to prevent any use of the Property that will cause or result in a sustained degradation of the present environmental and water resource value of the Property. Therefore Grantor, its successors and assigns, and with the intent that the same shall run with and bind the Property in perpetuity, do hereby make and impose with respect to the Property the following general covenants and restrictions, subject however, in each case, to the Grantor's reserved rights described in Section III below and Grantee's Affirmative Rights in Section I above:

1. **Uses.** There shall be no commercial, agricultural or industrial activity undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial, or industrial activity.

2. **Structural.** There shall be no development of the Property to accommodate or facilitate the construction of temporary or permanent residences, buildings, facilities, infrastructure or utilities. There shall be no construction of temporary or permanent residences, buildings, facilities, utilities or infrastructure on the Property, nor placing of mobile homes, advertising signs, billboards, or other advertising material on the Property. There shall be no construction or placing of docks, bridges, piers or other structures on the

Property. Provided, however, nothing contained in this paragraph shall prohibit or restrict: (a) the maintenance, repair and replacement of improvements, ditches, canals, roads and structures in existence on the date of this Easement which service Grantor's silvicultural operations (b) Grantee's development, construction and maintenance of building facilities, infrastructure or utilities to implement and carry out Grantee's rights and policies in regard to the Property including but not limited to construction, operation, and maintenance of water wells and appurtenant facilities; or (c) the placement of ownership notification signage.

3. **Roads.** There shall be no building of any new permanent roads, nor widening of existing roads except as may be necessary for ingress/egress and the construction, operation and maintenance of the water wells to be purchased by the City, and as described in Paragraph I.D. herein. Provided however, Grantor may construct temporary logging roads as may reasonably be required for the silviculture and related management operations permitted under the terms and conditions of this Easement. Such roads shall be constructed in accordance with Best Management Practices and shall be in accordance with Grantor's Forestry Management Plan, described in Paragraph III.2.d. herein or as approved by Grantee. The maintenance of roads shall be limited to (a) the removal of dead vegetation; (b) necessary pruning or removal of hazardous trees and plants; (c) the application of permeable materials necessary to correct or impede erosion (e.g., sand, gravel, crushed stone); (d) grading; (e) the replacement of culverts, water control structures and bridges; and, (f) maintenance of roadside ditches.

4. **Waters.** There shall be no dredging, construction of new ponds, dikes, or canals, nor any manipulation of natural water courses, nor any activities or uses detrimental to water quantity or quality. Nothing contained in this section shall prohibit activities reasonably required in connection with the

maintenance of roads described in Section II.A.3. herein entitled Roads nor the construction or operation of wells by the City, as described in I.D. herein and construction of wells in A.9. herein.

5. **Minerals and Topography.** There shall be no filling, excavating, dredging, mining or drilling; no removal of top soil, sand, gravel, rock, peat, minerals or other materials, no dumping of ashes, trash, garbage or other foreign material, and no change in the topography of the land except for those normal silvicultural activities performed in compliance with Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 1993 Edition (or such later edition as may then be in effect).

6. **Subdivision.** There shall be no subdividing or conveyance of the Property that would result in the creation of tracts less than 1,000 acres in size without the written consent of Grantee. City of Gainesville well sites, described in Paragraph I.D. herein, are the exception to the 1,000 acre parcel limit.

7. **Dumping.** Other than as provided by law, there shall be no dumping or placing of soil, trash, solid or liquid 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 defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 96019-96974, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as ("Contaminants")) on the Property.

8. **Exotics.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC), or such successor or replacement listing then in effect. Grantor shall

manage and control any occurrence of nuisance exotic or non-native plants to the degree practicable. Grantee shall report to Grantor all noted occurrences of exotics.

9. **Pesticides, Herbicides, Fertilizers.** Pesticides, Herbicides and Fertilizers shall not be applied within 500 feet of any production well on the Property or within 500 feet of any production wells existing on the City's adjoining property (Tax Parcel Number 7875-000-000) and as shown on Exhibit "B". However, herbicides may be used for the eradication and control of exotic plant species in this area under the direction of Grantee. In all other areas of the Property Pesticides, Herbicides, and Fertilizers shall be applied according to Best Management Practices (BMP's), if applicable, or in their absence, in accordance with current label instructions. In all circumstances, all pesticides, herbicides and fertilizers, including biosolids classified no lower than Class A, must be applied at rates or in a manner that will protect surface and ground water. Application of Pesticides, Herbicides and Fertilizers shall be fully described in the Forestry Management Plan referenced in Paragraph III.A.2.b. of this agreement. Grantee may install monitoring wells (wells completed into the surficial, intermediate, or Floridan aquifer for the purpose of determining water quality) and instruments on the Property to monitor the quality of surface and ground water. To the fullest extent permitted by law, Grantee will compensate Grantor for any damage or loss of timber that may result from Grantee's installation of such monitoring wells and instruments. Compensation will be made at the current market value for the damaged timber prevailing at the time of the damage.

10. **Endangered Species.** Grantor will afford protection to threatened or endangered species and species of special concern in accordance with federal and/or State of Florida regulations.

11. **Archaeological, Cultural, or Historical Sites.** There shall be no intentional destruction or damage

by Grantor, its agents or assigns, to any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any United States or State of Florida agency, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

12. **General Prohibited Use**. Any use of the Property and any activity thereon which, in the reasonable judgment and determination of Grantee, is or may become inconsistent with the Easement, being the conservation of the Property predominantly in its present condition and the protection of environmental systems, is prohibited.

III. **RESERVED RIGHTS.**

A. Any of the foregoing provisions to the contrary notwithstanding, Grantor reserves in perpetuity, and reserves for its successors and assigns in perpetuity, the following reserved rights (the "Reserved Rights" herein), which may be exercised at any time, subject to any notice requirements set forth below:

1. **Sale of Property**. Grantor shall have the right to sell, rent or mortgage the Property, subject to this Easement, provided, however, no parcel smaller than 1,000 acres will be sold, rented or mortgaged from the original tract without the prior written consent of Grantee. City of Gainesville well sites, described in Article I. herein, are the exception to the 1,000-acre parcel limit.
2. **Silviculture**. Grantor shall have the right to conduct commercial forestry operations (silviculture) on the Property, subject to the following conditions and restrictions:
 - a. **Best Management Practices**. Unless otherwise defined herein all silviculture operations shall be in compliance with the Silvicultural Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 1993 Edition or such later edition as may

then be in effect ("BMP Manual" herein).

- b. General Conditions.** In no event shall more than fifteen percent (15%) of the aggregate acres be clear cut on the Property within any calendar year. In the event the Property is subdivided in accordance with Paragraph III.A.1 herein, no more than fifteen percent (15%) of the aggregate acres, within each subdivided parcel of the Property, shall be clear cut within any calendar year. Within the property as a whole or if the property is subdivided in accordance with Paragraph III.A.1 the oldest and youngest stands of planted trees must be separated by at least ten (10) years. All commercial forestry operations on the Property (including parcels of the Property under lease to third parties) shall be detailed by a Forestry Management Plan and a Conservation Plan (collectively "Forestry Plan" herein) prepared by Grantor. The Forestry Plan shall be in accordance with the most recent edition of the Florida Silvicultural Best Management Practices Manual. The Forestry Plan shall be delivered to Grantees within six (6) months subsequent to the date of this Easement and thereafter prior to November 15th of each year. The Forestry Plan is to contain a general discussion and summary of the land management activities for the upcoming year. Prior to April 1st of each year, Grantor shall provide a Report of Activities for the previous year. Grantee shall have forty-five (45) days to review the Forestry Plan and Report of Activities, and notify Grantor if said plan and report summarized therein are not in compliance with the terms, conditions and intent of the Easement. If no notice is provided by the Grantee, then the Forestry Plan or Report of Activities will be considered approved and in compliance with the Easement.
- c. Upland Harvesting.** Uplands, as the term is used herein, shall be defined as those areas of the Property dominated by pine plantations as interpreted from aerial photography ("Uplands" herein) and as shown in Exhibit "C".

Clear cuts within these Uplands shall be limited to areas no larger than TWO HUNDRED (200) acres. Three (3) years of regrowth are required prior to harvesting adjacent timber unless (i) no more than ten percent (10%) of the perimeters of both harvest areas are immediately adjacent and (ii) buffer strips of at least five hundred (500) feet are preserved between the adjacent harvest areas. Any provision of this subparagraph to the contrary notwithstanding, isolated or fringe areas of upland vegetation smaller than TWENTY (20) acres in size that are immediately adjacent to designated Upland pine plantations may be added to or included within the harvesting and management operations relating to such adjacent Upland pine plantations. In no event shall Grantor employ windrowing, bedding or harrowing in site preparation and replanting operations outside of existing Upland pine plantations or said adjacent isolated or fringe areas.

- d. Wetland Harvesting.** Wetlands, as the term is used herein, shall be defined, as those areas of the Property not identified as Uplands. There shall be no harvesting in Wetlands that lie in a primary Special Management Zone ("SMZ") as identified in the Silvicultural Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 1993 Edition. ("BMP Manual" herein). For Wetlands of Buck Bay generally depicted in the shaded area of the outline in Exhibit "D" hereof that do not qualify as a SMZ, Grantor is permitted one harvest of the area, and thereafter, such area shall be considered a Primary SMZ for purposes of this easement. Upland areas that lie within an SMZ may be harvested in accordance with the provisions of subparagraph III.A.2. (a) hereof. Within Wetlands, clear cutting shall be limited to areas of FIFTY (50) acres or less. Five (5) years of regrowth are required prior to harvesting adjacent timber unless the following conditions are met: (i) the perimeter of such harvest areas are not adjacent, and (ii) buffer strips of at least five hundred (500) feet are

preserved between the perimeters of the harvest areas. Notwithstanding any other provision contained in this subparagraph III.A.(2)(d) to the contrary, silviculture operations in wetland type or potentially wetland classifiable areas existing within Uplands on the date of this Easement shall not be restricted beyond those restrictions designated within subparagraph III.A.(2)(a) hereof. Nothing herein shall be construed to permit the commencement and maintenance of new pine plantations in Wetlands. Provided, however, nothing herein shall be construed to prohibit the replanting of Upland pine plantations in existence on the date of this Easement. Grantor acknowledges that for the purposes of this Easement, silvicultural Best Management Practices for wetland areas will include conifer regeneration on conifer sites and hardwood regeneration on hardwood sites.

e. **Disaster.** In the event of natural disaster, fire, disease, insect infestation or the like, upon notification to the Grantee, Grantor may cut and remove such damaged timber to protect the remaining timber.

3. **Public Access.** Grantor shall retain the right to control and restrict public access to the Property for hunting, fishing, and other recreational purposes.

a. **Hunting Rights.** Grantor shall have the right to continue lease-hunting privileges provided, however, that the rights of Lessees thereunder shall be expressly subject to the terms and conditions of this Easement.

IV. GENERAL PROVISIONS.

A. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give notice to Grantor in accordance with the notice provisions of

paragraph IV (O) hereof. Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be required to cure the violation within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the conditions that existed prior to such activity; (iii) recover liquidated damages, in the event Grantor harvests or causes to be harvested timber in violation of this Easement, and Grantor stipulates to liquidated damages for such violation in an amount equal to five hundred percent (500%) of the then fair market stumpage value of the harvested timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of portions of the Property altered hydrologically, topographically or ecologically in violation of this Easement; (iv) enjoin such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) to seek a mandatory injunction in the court of competent jurisdiction to compel Grantees to take such corrective action as required to remedy the violation; and/or (vi) recover any damages arising from noncompliance with this Easement. Such damages, when recovered, may be applied by Grantee, in its sole discretion to corrective action on the property.

a. If Grantee, in its 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 for cure to expire, provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

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

c. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, major tree disease, acts of God, or the unauthorized wrongful acts of third persons. In the event of violations of this Easement caused by unauthorized wrongful acts of third persons, if Grantee so requests, Grantor agrees to assign such right of action to Grantee, to join in any suit, and/or to appoint Grantee as attorney-in-fact of Grantor for the purposes of pursuing an action against such third persons.

- B. **Indemnity.** The Grantor agrees to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorney's 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.

City is responsible for activities related to well construction, maintenance of facilities related to the water system and monitoring activities. Further, City to the extent permitted by law indemnifies and holds Grantor harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including attorneys' fees and costs which may be imposed upon, incurred by, or asserted against Grantor by reason of City's failure to properly construct, maintain or monitor said water system or arising out of any negligent or willful action or activity resulting from the City's use of or activity on the Property.

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

on behalf of any person or governmental authority and caused by or related to a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws. The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances regulating the environment or hazardous substances including, but not limited to, the Federal Waste Disposal Act, the Federal Clean Water Act, the Federal Clean Air Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the Florida Department of Environmental Protection, the Suwannee River Water Management District and the St. Johns River Water Management District, or their successor agencies. Said indemnity shall not extend to any violation by Grantee or their agents, employees, invitees or guests. Nothing in this paragraph shall be construed to limit or alter the indemnities contained above in Paragraph IV.B. or other remedies contained in this Easement.

C. **Inspection.** The Grantor shall assist the Grantee in monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the Property at any reasonable time to inspect for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the Property retained by the Grantor.

D. **General Public.** The Grantee shall not have the right to allow the general public on the Property at any time without the prior written consent of the Grantor.

E. **Servitude.** The Easement shall continue as servitude running in perpetuity with the Property.

F. **Warranty and Title.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property

and will warrant and defend Grantees' interest in the same created by this Easement against the lawful claims of all persons claiming by, through, or under Grantor.

G. **Taxes and Assessments.** Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Grantor shall furnish to Grantee upon request annually timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the nature and cure provision of Article VII A, may, in Grantee's absolute discretion, pay such tax and assessment. Such payment by Grantee on behalf of Grantor shall bear interest at the statutory rate for money judgments then in effect in the State of Florida. Grantee's payment, together with interest, shall constitute a lien upon the fee interest of Grantor until repaid to Grantee with the priority date of such lien being the date of payment of the tax or assessment by Grantee. Such lien shall be enforceable by Grantee in the manner provided under the law of the State of Florida for the foreclosure of mortgages on real property.

H. **Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. Other than a transfer to a corporate affiliate, Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least sixty (60) 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 Easement or limit its enforceability in any way.

I. **Right of First Refusal.** During the term of this Easement, Grantor hereby grants to Grantee a right of first refusal in regard to a purchase of all or a portion of the Property. In the event Grantor receives and desires to accept a bona fide third party written offer to purchase all or a portion of the Property; Grantor shall give notice of the offer to Grantee together with a copy of such offer in accordance with the paragraph hereof entitled Notices. Grantee shall have thirty (30) days from receipt of such notice within which to deliver written notice to Grantor of

Grantee's election to exercise this right of first refusal upon the same terms and conditions as contained in the subject offer. After an election to exercise the right of first refusal, Grantor and Grantee shall have thirty (30) days from the date of such notice of election within which to enter into a contract for purchase and sale of the subject property. Grantor and Grantee shall use due diligence to enter into such contract. In the event that Grantor and Grantee are unable, after due diligence to enter into such contract within such thirty (30) day period, then Grantor shall be entitled to accept said written third party offer. Any purchaser under this paragraph shall continue to be bound by the terms of this Easement.

J. **Foreclosure.** In the event Grantor or its successors or assigns mortgage all or any portion of the Property and in the further event of an action to foreclose on the Property by the Mortgagee, the price bid by the highest lawful bidder at the foreclosure sale shall be treated as a Notice of Offer under Paragraph I above and the terms of this paragraph shall continue.

K. **Modification.** The Conservation Easement as herein defined may be modified by mutual written agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (1993) as modified or amended. No such modification shall be effective unless recorded in the Public Records of Alachua County, Florida.

L. **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interest in the Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in

proportion to the fair market value of their interest in the Property on the date of execution of this Easement.

M. **Attorneys' Fees and Costs.** In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees and costs reasonably incurred by such party in regard to the dispute.

N. **Successors and Assigns.** The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee and the covenants, terms, conditions or restrictions of this Easement shall be binding upon and inure to the benefit of such successors and assigns and shall continue as a servitude running in perpetuity with the Property.

O. **Notices.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Nekoosa Packaging Corporation
 c/o The Timber Company
 Florida Resource Manager
 Post Office Drawer 2530
 Hawthorne, Florida 32640
 Telephone: 352/481-6116
 Facsimile: 352/481-4017

With copies to: Nekoosa Packaging Corporation
 General Counsel
 100 Peachtree Street NW
 Suite 2650
 Atlanta, Georgia 30303
 Telephone: 404/586-4542
 Facsimile: 404/586-9388

To the Grantee: City of Gainesville
Assistant General Manager for
Water/Wastewater Systems
Gainesville Regional Utilities
Post Office Box 147117
Gainesville, Florida 32614-7117

With a copy to Utilities Attorney

Suwannee River Water Management District
Director of Department of Land Acquisition and
Management
9225 County Road 49
Live Oak, Florida 32060
Telephone: 904/362-1001
Facsimile: 904/362-1056

With a copy to:

William J. Haley, Esquire
Brannon, Brown, Haley, Robinson &
Bullock, P.A.
Post Office Box 1029
Lake City, Florida 32056-1029
Telephone: 904/752-3213
Facsimile: 904/755-4524

St. Johns River Water Management District
Director of Department of Operations
and Land Resources
Post Office Box 1429
Palatka, Florida 32178-1429
Telephone: 904/329-4576
Facsimile: 904/329-4848

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

P. **Duty of Care.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically, and hydrologically significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Reserved Rights as defined in Section III hereof.

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

V. PARTICIPATION BY UNITED STATES OF AMERICA

A. Grantor and Grantee acknowledge that Grantee will seek reimbursement from the United States of America Commodity Credit Corporation (CCC) and the Natural

Resources Conservation Service (NRCS) pursuant to the terms of a Cooperative Agreement between CCC and the City of Gainesville (CITY) for the Farmland Protection Program dated September 29, 1998, and recorded in **Official Record Book 2267, page 2469**, of the Public Records of Alachua County, Florida.

B. Easement Requirements. The terms and conditions of said Cooperative Agreement are limited to 1777 acres of land known as the "2 Year Travel Time Zone" as shown in Exhibit "E" attached hereto, and shall run with the land for thirty (30) years. The Cooperative Agreement requires a Contingent Right in the United States of America and solely as to the said 2 Year Travel Time Zone. Grantor and Grantee acknowledge and agree as follows:

"In the event that the CITY fails to enforce any of the terms of this easement (or other interests in land), as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the CITY attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement (or other interests in land) shall become vested in THE UNITED STATES OF AMERICA."

With regard to any administrative tasks or burdens relative to the ongoing management of the Easement required by the Cooperative Agreement in excess of those administrative tasks or burdens imposed upon Grantor by this Easement, Grantee agrees that it will perform, or cause to be performed, all such excess administrative tasks or burdens.

VI. LANDS COVERED

The lands covered by this Easement are located in the jurisdictional lands of the Suwannee River Water Management District and the St. Johns River Water

Management District as described in Section 373.069, Florida Statutes, 1999. The line between the two lands is described in Exhibit A attached hereto and those lands located within the Suwannee River Water Management District will come under the jurisdiction of the Suwannee River Water Management District and those lands located in the St. Johns River Water Management District will come under the jurisdiction of the St. Johns River Water Management District. Any rights granted to, and obligations of, the Suwannee River Water Management District shall only apply to those lands located in the Suwannee River Water Management District. Any rights granted to, and obligation of, the St. Johns River Water Management District shall only apply to those lands located in the St. Johns River Water Management District. The rights granted to the City shall apply to both the lands located in the Suwannee River Water Management District and the St. Johns River Water Management District. Each District and the City agree to reasonably cooperate each with the other with regard to the monitoring, exercise and enforcement of Grantee's rights and remedies herein.

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

Signed, sealed, and delivered
in the presence of:

Kristan W. Inman
Print Name: Kristan W. Inman

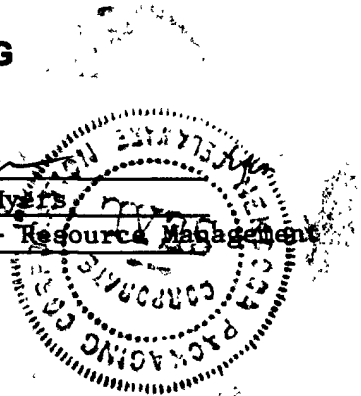
Rita Hathaway
Print Name: Rita Hathaway

**NEKOOSA PACKAGING
CORPORATION**

By: Gary A. Myers
Print Name: Gary A. Myers
Title: Vice President - Resource Management

(CORPORATE SEAL)

"GRANTOR"



Gwendolyn Lord
Print Name: GWENDOLYN LORD
Charles H. Houdert III
Print Name: CHARLES H. HOUDERT III

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**


By: John D. Carver
John D. Carver
Chairman, Governing Board


Attest: Suzanne Colson
Suzanne Colson
Secretary/Treasurer

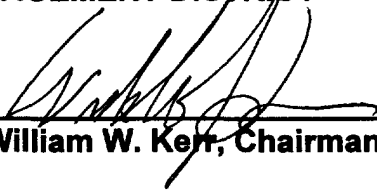
Approved as to form and legality:
By: William J. Haley
William J. Haley
Legal Counsel

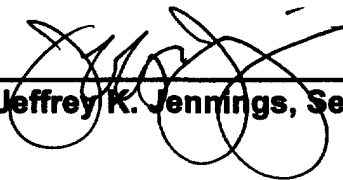
"GRANTEE"

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

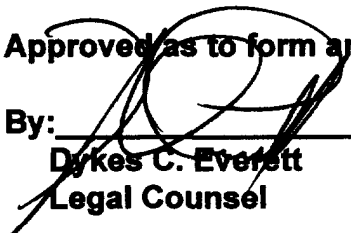

Print Name: Jon Shepherd


Print Name: Andrew R. Canklin

By: 
William W. Kerr, Chairman

Attest: 
Jeffrey K. Jennings, Secretary

"GRANTEE"

Approved as to form and legality:
By: 
Dykes C. Everett
Legal Counsel

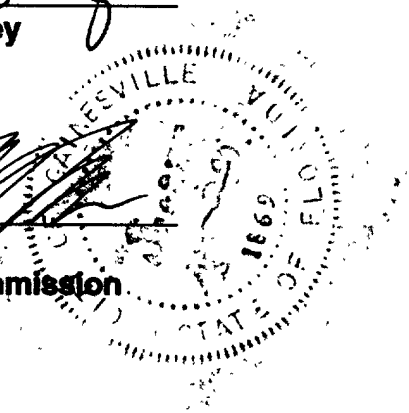
CITY OF GAINESVILLE

Antoinette G. McVay
Print Name: Antoinette G. McVay

Neomia Brown
Print Name: Neomia Brown

By: Paula M. DeLaney
Paula M. DeLaney
Mayor

ATTEST:
By: Kurt M. Lannon
Kurt M. Lannon
Clerk of the Commission

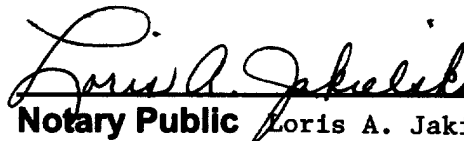


Approved as to form and legality:
By: Raymond O. Manasco, Jr.
Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

"GRANTEE"

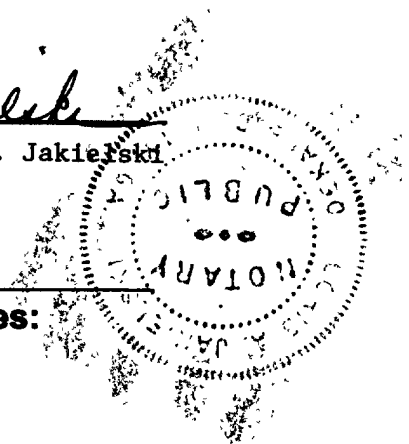
**STATE OF GEORGIA
COUNTY OF FULTON**

The foregoing instrument was acknowledged before me this 14th
day of December, 1999, by Gary A. Myers as
Vice President - Resource Management of Nekoosa Packaging Corporation, a
Delaware corporation, on behalf of the Corporation. He ~~or she~~ is
personally known to me or has produced _____
as identification.



Notary Public Loris A. Jakieliski
State of Georgia
County of Fulton
Commission No. _____
My Commission Expires: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 24, 2001



STATE OF FLORIDA

COUNTY OF Suwannee

The foregoing instrument was acknowledged before me this _____ day of December, 1999, by John D. Carver, and attested to by Suzanne Colson, as Chairman and Secretary/Treasurer of Governing Board of Suwannee River Water Management District, respectively, on behalf of said Water Management District and who are personally known to me or who furnished _____ as identification.

Lisa M. Cheshire



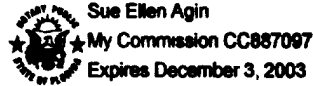
Lisa M. Cheshire
MY COMMISSION # CC000266 EXPIRES
January 3, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13th day of December, 1999, by **WILLIAM W. KERR**, personally known to me and known to me to be the Chairman of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

NOTARIAL SEAL

Sue Ellen Agin
Notary Public-State of Florida
Print Name: SUE ELLEN AGIN
My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 1999, by **JEFFREY K. JENNINGS**, personally known to me and known to me to be the Secretary of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

NOTARIAL SEAL

Dykes C. Everett
Notary Public-State of Florida
Print Name: DYKES C. EVERETT
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of December, 1999, by Paula M. DeLaney and Kurt M. Lannon, the Mayor of the City of Gainesville and Clerk of the Commission, respectively, and who are personally known to me or who furnished _____ as identification.

Debra S. Hirneise
Print Name: Debra S. Hirneise
Notary Public, State of Florida
My Commission Expires: 2/25/2001

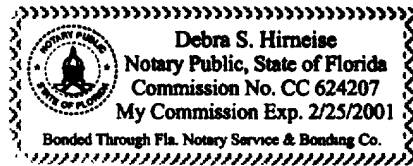


EXHIBIT A

ALACHUA COUNTY

TOWNSHIP 8 SOUTH, RANGE 20 EAST

- SECTION 29:** All.
- SECTION 30:** Government Lots 1, 2, 3 and 4; Government Lots 9, 10, 11 and 12.
- SECTION 31:** Government Lots 1, 2, 3 and 4; Government Lots 9, 10, 11 and 12.
- SECTION 32:** All.
- SECTION 33:** All.

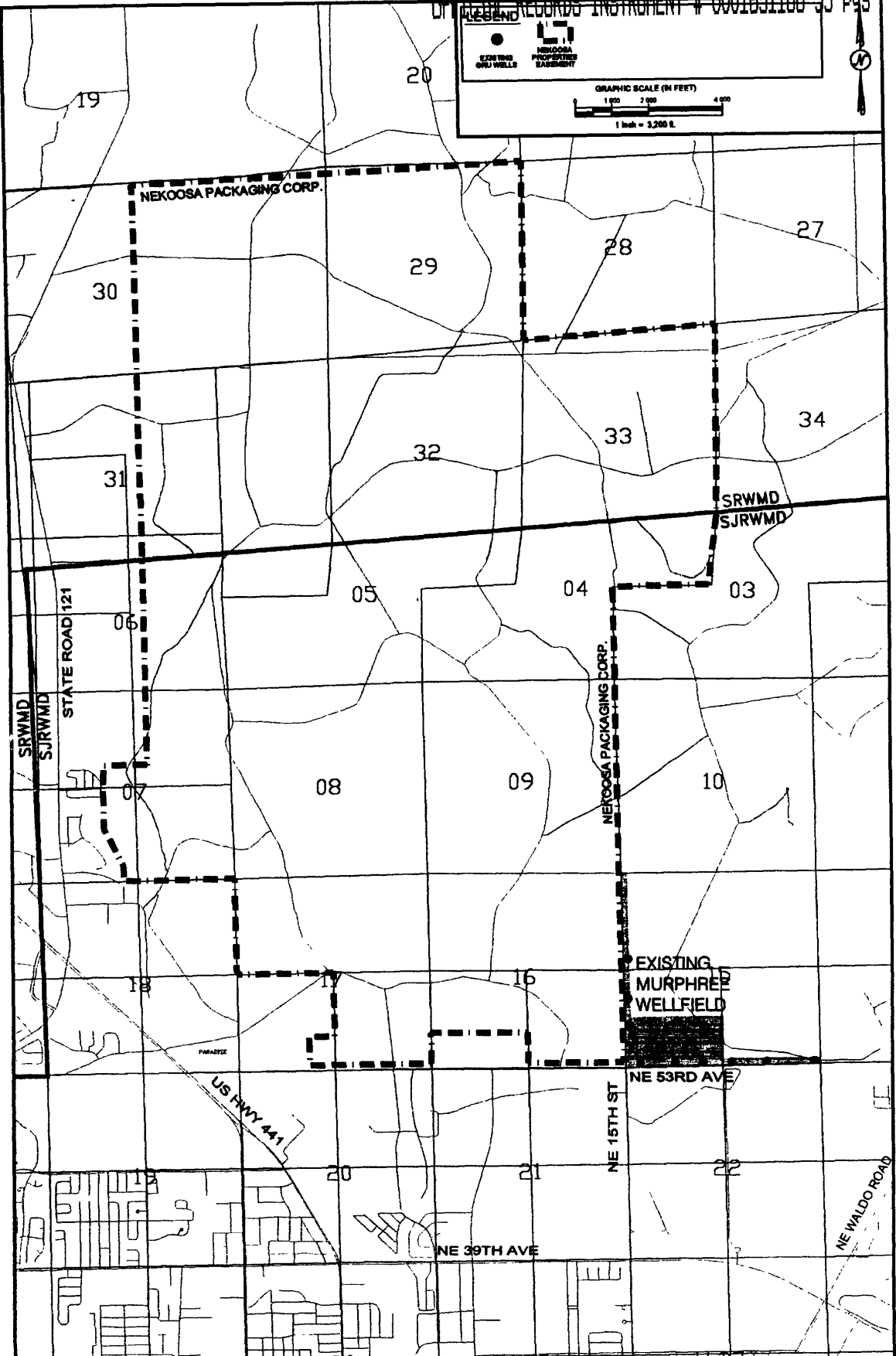
FRACTIONAL TOWNSHIP 9 SOUTH, RANGE 20 EAST OUTSIDE GRANT

- FRACTIONAL SECTION 4:** All.
- FRACTIONAL SECTION 5:** All.
- FRACTIONAL SECTION 6:** Government Lots 1 and 2.

TOWNSHIP 9 SOUTH, RANGE 20 EAST INSIDE GRANT

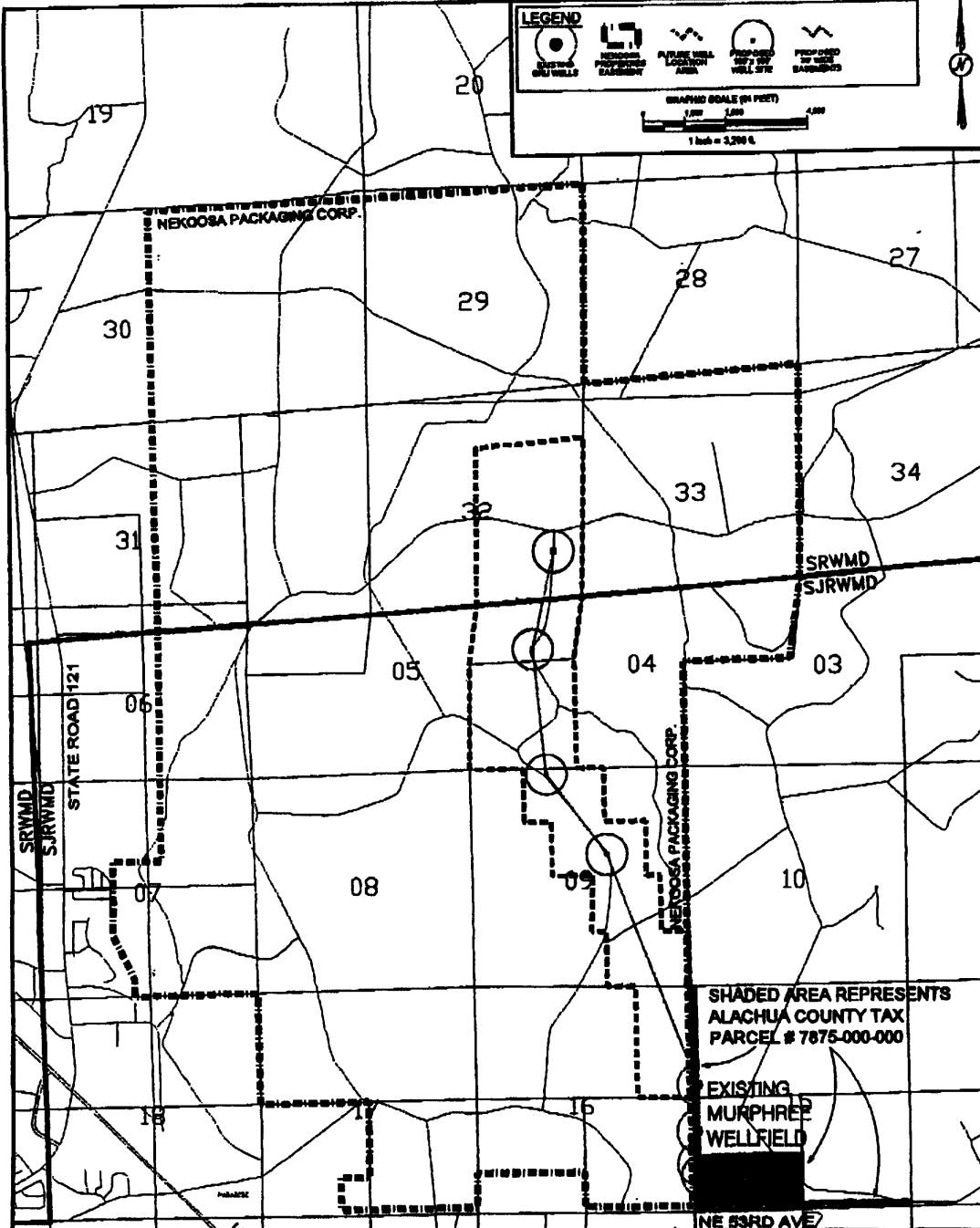
- FRACTIONAL SECTION 4:** All.
- FRACTIONAL SECTION 5:** All.
- FRACTIONAL SECTION 6:** E½.

- SECTION 7:** E½;
That part of W½ of said Section 7 bounded on the West by Buck Bay Replat, Plat Book "M", page 17 and bounded on the West by the land described in Official Records Book 1462, page 227, public records of Alachua County, and bounded on the North by an Easterly projection of the North boundary line of said Buck Bay Replat.
- SECTION 8:** All.
- SECTION 9:** All.
- SECTION 16:** N½, **Less and Except** the East 50 feet thereof; S½ **Less and Except** the East 50 feet thereof and **Less and Except** the South 150 feet thereof, all as per survey performed by M. K. Flowers and Associates on October 20, 1982, Survey No. 19-82 for Owens-Illinois Development Corporation and **Less and Except** the following described tract in the SW¼ of said Section 16: Commence at a concrete monument marking the Southwest corner of Section 16, and run N 0°01'57" E, along the West line of said Section 16, a distance of 150.01 feet to a set Rebar and Cap (PLS #4258) on the North right of way line of the City of Gainesville Regional Utilities right of way (50' wide) for a Point of Beginning; thence continue N 0°01'57" E along the said West line of Section 16, a distance of 800.00 feet to a set Rebar and Cap (PLS #4258); thence run S 89°15'58" E, 2588.88 feet to a set Rebar and Cap (PLS #4258); thence run S 0°01'57" W, 800.00 feet to a set Rebar and Cap (PLS #4258) on the said North right of way line; thence run N 89°15'58" W along the said North right of way line, 2588.88 feet to the Point of Beginning.
- SECTION 17:** N½; SE¼, **Except** the South 150 feet thereof as described in Official Records Book 485, pages 275-578, public records of Alachua County, Florida; A part of the SW¼ described as follows:
- Commence at the Southwest corner of said Section 17 and run East along the South line of said Section, a distance of 2008 feet; thence N 47°55" W, a distance of 215.13 feet to a point 150 feet North of the South line of said Section 17; thence East parallel to and 150 feet North of said South line of Section 17, a distance of 100 feet to the Point of Beginning; thence North a distance of 933 feet; thence East, a distance of 682 feet, more or less, to the East line of said SW¼, thence South along the East line of said SW¼, a distance of 933 feet to a point 150 feet North of said South line of said Section 17; thence West along said South line, a distance of 682 feet, more or less, to the Point of Beginning.



CONSERVATION EASEMENT PROPERTIES
7102 ACRES ±

EXHIBIT A	FILENAME: MURPHREE_EASEMENT_EXHIBITS.DWG	STRATEGIC PLANNING DEPARTMENT	
	PLOT DATE: 10/04/98	GAINESVILLE REGIONAL UTILITIES	
	GRAPHIC BY: C.A.O.	PO BOX 147117 GAINESVILLE, FL 32614-7117	



"FUTURE WELL LOCATION AREA" LEGAL DESCRIPTION PREPARED BY: JOHN W. MYERS & ASSOCIATES, P.A.

A PORTION OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 20 EAST; FRACTIONAL SECTION 5, FRACTIONAL TOWNSHIP 8 SOUTH, RANGE 20 EAST, OUTSIDE THE ARREDONDO GRANT; AND FRACTIONAL SECTION 4, SECTION 9, AND 18, TOWNSHIP 9 SOUTH, RANGE 20 EAST, INSIDE THE ARREDONDO GRANT, ALL LYING AND BEING IN ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING PORTIONS OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 20 EAST: THE SOUTH HALF OF THE NORTHEAST QUARTER; AND THE SOUTHWEST QUARTER.

THE FOLLOWING PORTIONS OF FRACTIONAL SECTION 5, FRACTIONAL TOWNSHIP 8 SOUTH, RANGE 20 EAST, OUTSIDE THE ARREDONDO GRANT: ALL OF GOVERNMENT LOTS 1 AND 2.

THE FOLLOWING PORTION OF FRACTIONAL SECTION 4, TOWNSHIP 9 SOUTH, RANGE 20 EAST, INSIDE THE ARREDONDO GRANT: THE WEST HALF OF FRACTIONAL SECTION 4.

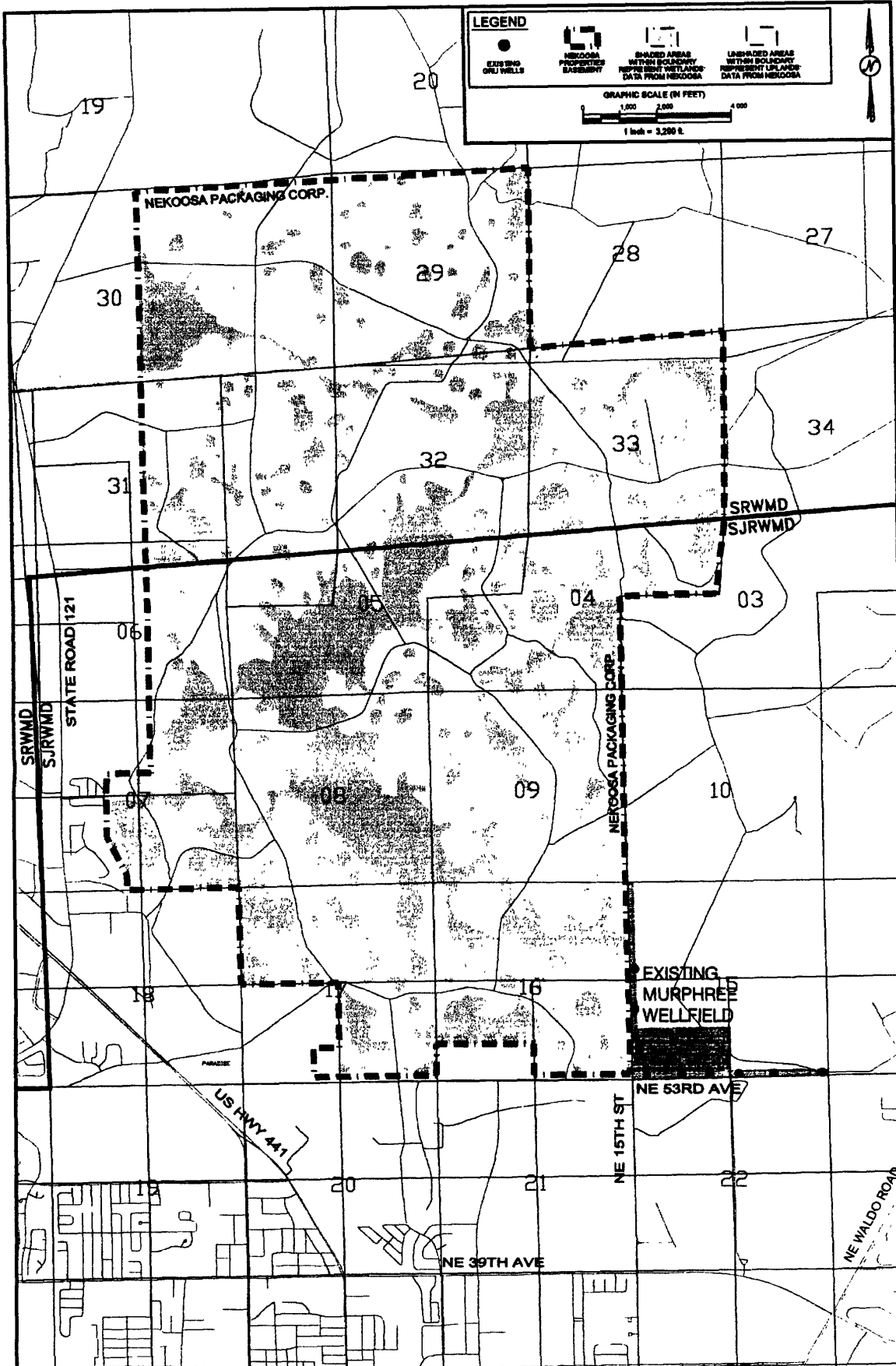
THE FOLLOWING PORTIONS OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 20 EAST, INSIDE THE ARREDONDO GRANT: THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE WEST ONE FOURTH OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE EAST 3/4 OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9.

THE FOLLOWING PORTION OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 20 EAST, INSIDE THE ARREDONDO GRANT: THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18.

(REFERENCE JOHN W. MYERS & ASSOCIATES, P.A. PROJECT NO.: M-4486-98 DATE DRAWING: 30-99 SIGNED: 08-23-99)

**CONSERVATION EASEMENT PROPERTIES
WELL LOCATIONS AND UTILITY CORRIDOR**

EXHIBIT B	FILENAME: MURPHREE EASEMENT EXHIBITS.DWG	STRATEGIC PLANNING DEPARTMENT	
	PLOT DATE: 10/04/99	GAINESVILLE REGIONAL UTILITIES	
	GRAPHIC BY: C.A.O.	PO BOX 147117 GAINESVILLE, FL 32614-7117	



CONSERVATION EASEMENT PROPERTIES UPLANDS

EXHIBIT C	FILENAME: MURPHREE\EASEMENT EXHIBITS.DWG PLOT DATE: 10/04/88 GRAPHIC BY: C.A.O.	STRATEGIC PLANNING DEPARTMENT GAINESVILLE REGIONAL UTILITIES PO BOX 147117 GAINESVILLE, FL 32614-7117	
------------------	---	--	--

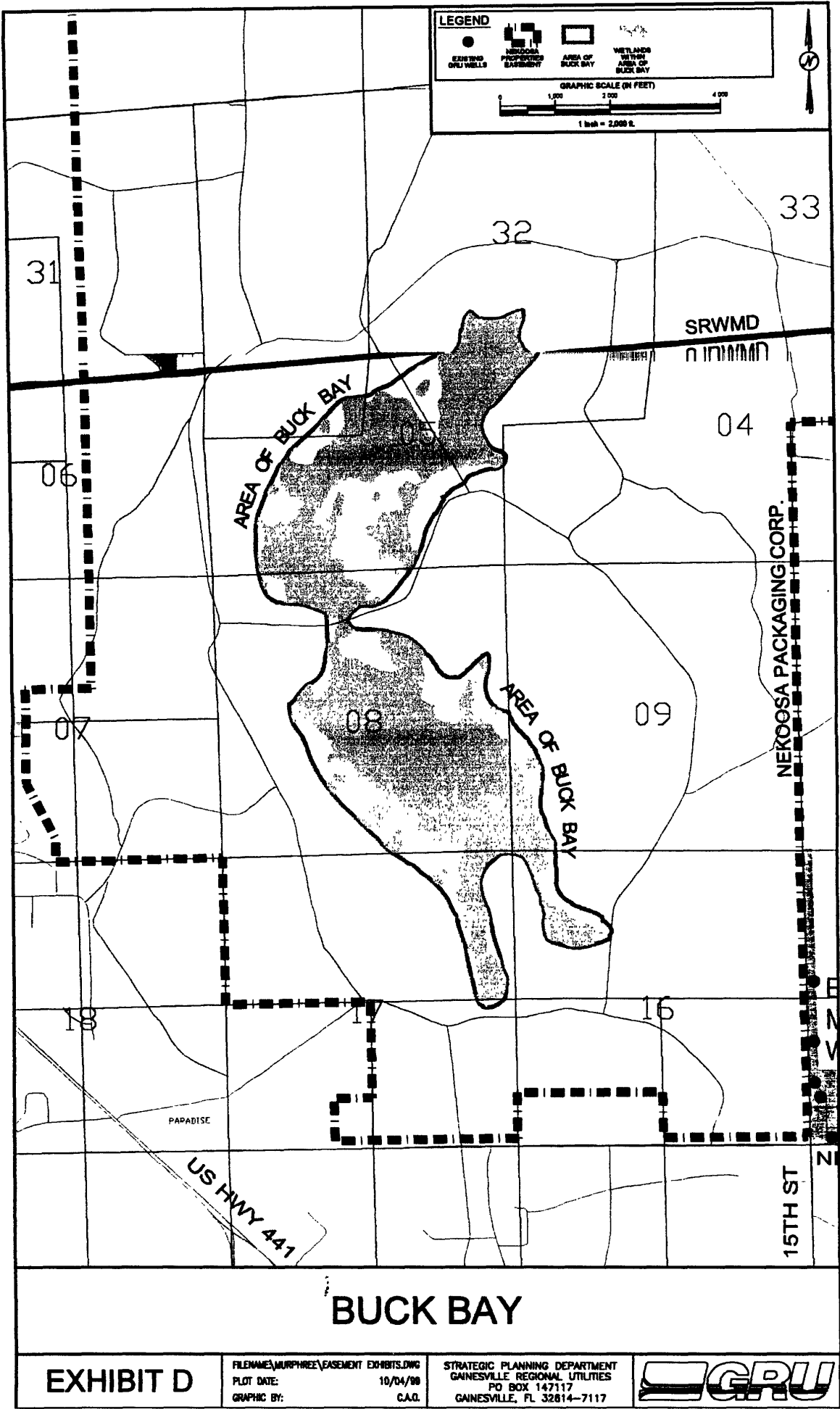
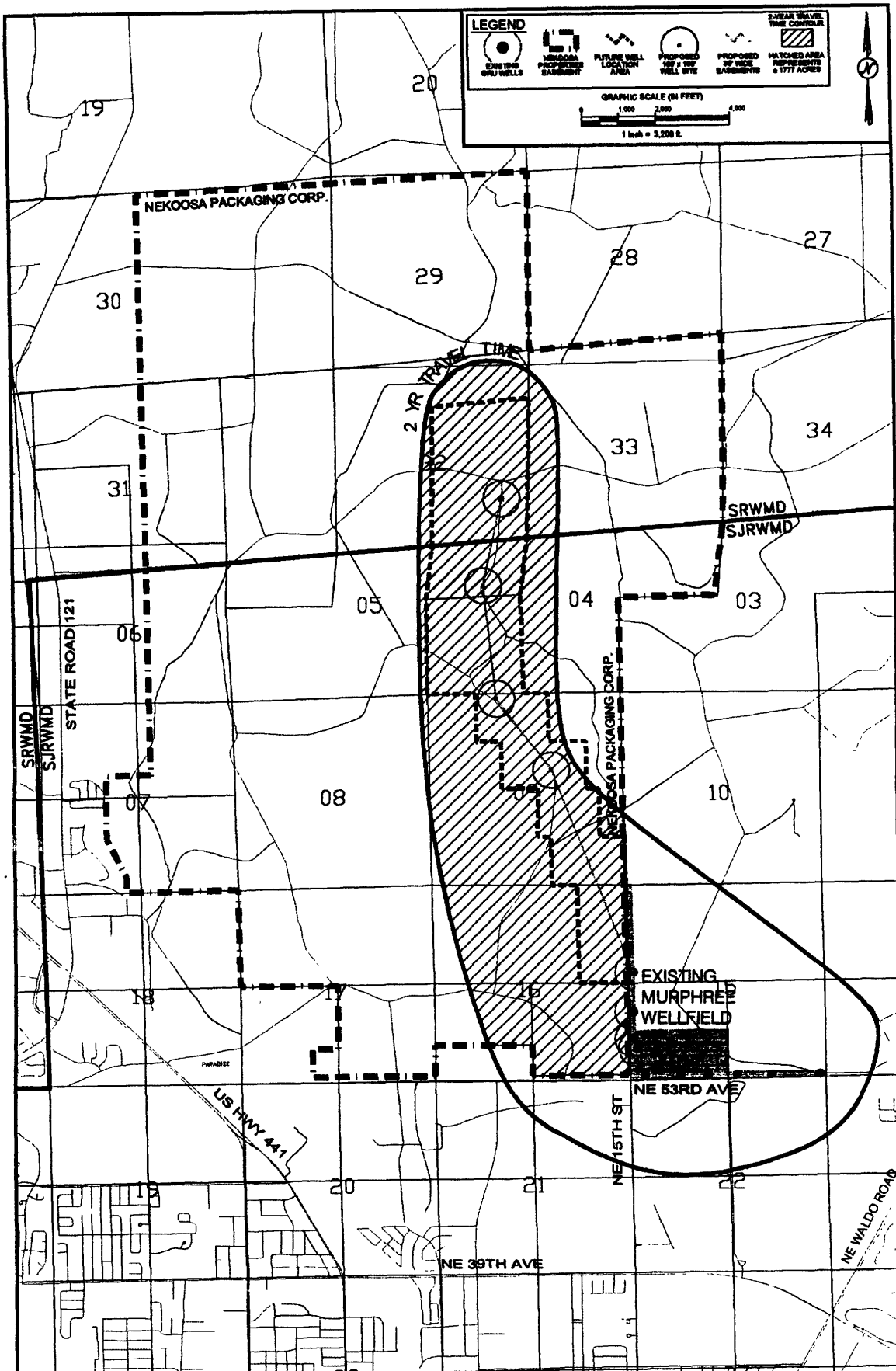


EXHIBIT D

FILENAME: MURPHREE\EASEMENT_EXHIBITS.DWG
 PLOT DATE: 10/04/08
 GRAPHIC BY: C.A.O.

STRATEGIC PLANNING DEPARTMENT
 GAINESVILLE REGIONAL UTILITIES
 PO BOX 147117
 GAINESVILLE, FL 32614-7117





**CONSERVATION EASEMENT PROPERTIES
TWO-YEAR TRAVEL ZONE**

EXHIBIT E

FILENAME: MURPHREE\EASEMENT EXHIBITS.DWG
 PLOT DATE: 10/04/98
 GRAPHIC BY: C.A.O.

STRATEGIC PLANNING DEPARTMENT
 GAINESVILLE REGIONAL UTILITIES
 PO BOX 147117
 GAINESVILLE, FL 32614-7117



ACAC# 1094-132792

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1896070 9 PGS
2002 DEC 30 02:02 PM BK 2579 PG 5
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#120874
Doc Stamp-Deed: 0.70
By: *Michael* D.C.

THIS INSTRUMENT PREPARED BY:
Elizabeth U. Fee, Division Counsel
Plum Creek Timberlands, L.P.
100 Peachtree Street, N.E., Suite 2650
Atlanta, Georgia 30303
File No. 560-5.02-3570

AFTER RECORDING RETURN TO:
Gainesville Regional Utilities
Post Office Box 147117, Station A-130
Gainesville, Florida 32614-7117
Attn: Real Estate Division
GRU FILE NO.: U-PA-6-02

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made effective the 19th day of December, 2002, by and between **PLUM CREEK TIMBERLANDS, L.P.**, a Delaware limited partnership, whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104 ("Grantor"), to and in favor of **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation, whose address is Post Office Box 490, Gainesville, Florida 32601 ("Grantee"):

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, land situate, lying and being in Alachua County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

RESERVING unto Grantor, its successors and assigns, all timber now or hereafter located on the Real Property in perpetuity, together with certain timber rights and rights to manage the Real Property, as more fully described and limited in Exhibit "B" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Real Property; that Grantor hereby warrants the title to said Real Property and will defend the same against the lawful claims of all persons claiming by, through, or under the said Grantor; and that said Real Property is free of all encumbrances made by Grantor; provided,

however, that this conveyance and the warranties contained herein are made expressly subject to restrictions and easements of record, if any, but this reference shall not act to reimpose same, and those matters described in Exhibit "C" attached hereto and made a part hereof.

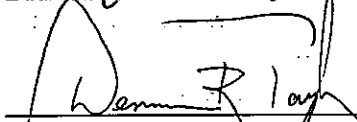
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in the presence of:

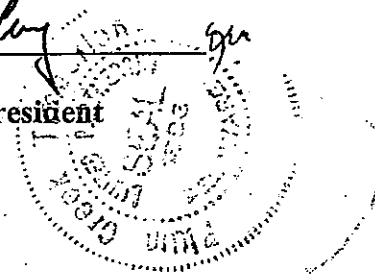
PLUM CREEK TIMBERLANDS, L.P.,
a Delaware limited partnership

BY: Plum Creek Timber I, L.L.C.,
Its General Partner


Print Name: Marlyn Minor


Print Name: Dennis R. Taylor

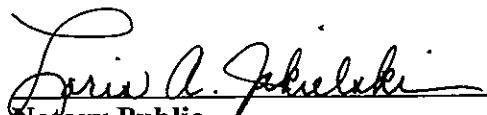
By: 
Michael J. Covey
Executive Vice President



STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of December, 2002, by MICHAEL J. COVEY, Executive Vice President of Plum Creek Timber I, L.L.C., a Delaware limited liability company, the general partner of PLUM CREEK TIMBERLANDS, L.P., a Delaware limited liability partnership, on behalf of the partnership, who is personally known to me or who produced _____ as identification.


Notary Public

Print Name: Loris A. Jakielski
My Commission Expires: February 8, 2005

EXHIBIT "A"

PARCEL B-1

A tract of land situated in Sections 21, 22, 23 and 24, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument and cap stamped McGriff Co. at the Southeast corner of the W. 1/2 of the aforementioned Section 23, Township 8 South, Range 19 East for a point of reference and run N.01°29'21"W., a distance of 85.87 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the Northerly maintained right of way line of County Road N. W. 128th Lane (50 foot maintained right of way) and the POINT OF BEGINNING; thence run Westerly, along said right of way line, with a curve concave Northerly and having a radius of 1095.92 feet, through an arc angle of 05°41'40", an arc distance of 108.92 feet (chord bearing and distance of S.85°13'22"W., 108.88 feet respectively) to a 4"x4" concrete monument and cap stamped GFY LB021 at the end of said curve; thence run S.88°04'12"W., along said Northerly right of way line, a distance of 2569.62 feet to a 1/2" steel rod and cap stamped GFY LB021 on the West line of said Section 23; thence continue S.88°04'12"W., along said right of way line, into the aforementioned Section 22, a distance of 2832.53 feet to a 4"x4" concrete monument and cap stamped GFY LB021; thence continue S.88°04'12"W., along said right of way line, a distance of 968.36 feet to a 4"x4" concrete monument and cap stamped GFY LB021; thence continue S.88°04'12"W., along said right of way line, a distance of 1559.14 feet to a 4"x4" concrete monument with no identification, said concrete monument being the Southwest corner of said Section 22; thence run N.01°49'14"W., along the West line of said Section 22, a distance of 2010.26 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the Southeast corner of the N. 1/4 of the S. E. 1/4 of the aforementioned Section 21; thence run S.89°51'02"W., along the South line of said N. 1/4 of the S. E. 1/4 of Section 21, a distance of 861.59 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the Easterly right of way line of County Road N. W. 59th Drive (80 foot right of way); thence run Northerly, along said Easterly right of way line, with a curve concave Westerly and having a radius of 677.29 feet, through an arc angle of 24°49'35", an arc distance of 293.47 feet (chord bearing and distance of N.15°11'21"E., 291.18 feet respectively) to a 4"x4" concrete monument and cap stamped GFY LB021 at the end of said curve; thence run N.02°46'33"E., along said right of way line, a distance of 396.52 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the North line of said S. E. 1/4 of Section 21; thence run S.89°36'37"E., along said North line, a distance of 744.82 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the 1/4 section corner of the West line of the aforementioned Section 22; thence run N.86°57'27"E., along the North line of the S. 1/2 of said Section 22, a distance of 5364.16 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the 1/4 section corner of the West line of the aforementioned Section 23; thence run S.88°44'09"E., along the North line of the S. 1/2 of said Section 23, a distance of 5395.83 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the 1/4 section corner of the West line of the aforementioned Section 24; thence run N.88°17'15"E., along the

North line of the S. 1/2 of said Section 24, a distance of 846.24 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the Westerly right of way line of State Road No. 121 (120 foot right of way); thence run S.30°02'35"E., along said Westerly right of way line, a distance of 835.90 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the intersection with the aforementioned Northerly maintained right of way line of County Road N. W. 128th Lane; thence run S.70°31'22"W., along said Northerly right of way line, into said Section 23, a distance of 1492.77 feet to a 1/2" steel rod and cap stamped GFY LB021 at the beginning of a curve concave Southeasterly and having a radius of 1195.92 feet; thence run Southwesterly, along said right of way line, with said curve, through an arc angle of 11°44'45", an arc distance of 245.17 feet (chord bearing and distance of S.64°39'00"W., 244.74 feet respectively) to a 4"x4" concrete monument and cap stamped GFY LB021 at the end of said curve; thence run S.58°46'37"W., along said right of way line, a distance of 2158.05 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the beginning of a curve concave Northerly, said curve having a radius of 1095.92 feet; thence run Southwesterly, along said right of way line, with said curve, through an arc angle of 23°35'55", an arc distance of 451.38 feet (chord bearing and distance of S.70°34'34"W., 448.20 feet respectively) to the POINT OF BEGINNING.

LESS AND EXCEPT the lands described in and conveyed by Special Warranty Deed recorded in Official Records Book 1666, page 513 of the Public Records of Alachua County, Florida, being described as follows:

A parcel of land in Section 22, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows: Commence on the South line of said Section 22, at a point 1,556.38 feet Easterly from the Southwest corner thereof; thence North 02°06'49" East, 37.00 feet to a point on the Northerly right-of-way line of a County Grade Road, and the Point of Beginning; thence North 88°57'14" East along said Northerly right-of-way line a distance of 968.00 feet; thence North 02°06'49" East, 450.68 feet; thence South 88°57'14" West, 968.00 feet; thence South 02°06'49" West, 450.68 feet to the Point of Beginning.

TOGETHER WITH:

A strip of land situated in Sections 22 and 23, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

BEGIN at a 4"x4" concrete monument and cap stamped McGriff Co. at the Southeast corner of the W. 1/2 of the aforementioned Section 23, Township 8 South, Range 19 East and run N.01°29'21"W., a distance of 35.60 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the Southerly maintained right of way line of County Road N. W. 128th Lane (50 foot maintained right of way); thence run Westerly, along said right of way line, with a curve concave Northerly and having a radius of 1145.92 feet, through an arc angle of 05°25'33", an arc distance of 108.52 feet (chord bearing and distance of S.85°21'26"W., 108.48 feet respectively) to a 4"x4" concrete monument and cap stamped GFY LB021 at the end of said curve; thence run S.88°04'12"W., along said Northerly right of way line, a distance of 3135.59 feet into the aforementioned Section 22, to a

4"x4" concrete monument and cap stamped GFY LB021 at the intersection of said right of way line with the South line of said Section 22; thence run N.88°40'03"E., along said South line of Section 22, a distance of 565.83 feet to a 4"x4" concrete monument and cap stamped N.T.&P. Co. at the Southwest corner of said Section 23; thence run N.88°35'44"E., along the South line of said Section 23, a distance of 2677.98 feet to the POINT OF BEGINNING.

PARCEL B-2

A tract of land situated in Sections 35 and 36, Township 8 South, Range 19 East, and in Fractional Sections 1 and 2, outside the Arredondo Grant, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument and cap stamped McGriff Co. RLS 509 at the Northwest corner of the E. 1/2 of the aforementioned Section 35, Township 8 South, Range 19 East for a point of reference and run S.06°43'55"E., along the West line of said E. 1/2 of Section 35, a distance of 2476.71 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the Southwest corner of the lands described in deed recorded in Official Records Book 2400, page 1034 of the Public Records of Alachua County, Florida, and the POINT OF BEGINNING; thence continue S.06°43'55"E., along said West line of the E. 1/2, a distance of 2873.98 feet to a 4"x4" concrete monument and cap stamped McGriff Co. at the Southwest corner of said E. 1/2 of Section 35; thence run N.89°32'46"E., along the North line of the aforementioned Fractional Section 2, a distance of 197.05 feet to a 4"x4" concrete monument and cap stamped N.T.&P. Co. at the Northeasterly corner of the Griffis Lumber, Inc. lands as described in Official Records Book 1942, page 445 of said Public Records; thence run S.22°44'25"E., a distance of 231.87 feet to a 4"x4" concrete monument and cap stamped GFY LB021; thence run S.22°55'18"E., a distance of 218.40 feet to a 4"x4" concrete monument and cap stamped GFY LB021; thence run S.20°17'27"E., a distance of 253.45 feet to a 4"x4" concrete monument and cap stamped GFY LB021; thence run S.64°28'27"E., a distance of 152.77 feet to a 4"x4" concrete monument and cap stamped GFY LB021 on the monumented north line of the CHARLES G. WOODBRIDGE UNRECORDED PLAT BY ROBERT E. HARDEE, SURVEYOR, DATED MARCH 1, 1927, being the North line of the Arredondo Grant as monumented; thence run N.89°23'03"E., along said North line, a distance of 1032.26 feet to an old 4"x4" concrete monument with no identification at the corner of Lots 4 and 5 of said unrecorded plat; thence run S.89°57'35"E., along said North line, a distance of 943.29 feet to an old 4"x4" concrete monument with no identification at the corner of Lots 5 and 6 of said unrecorded plat; thence run N.89°02'04"E., along said North line, a distance of 532.77 feet to a 4"x4" concrete monument and cap stamped N.T.&P. Co. at the Northeast corner of Fractional Section 2, Inside the Arredondo Grant, Township 9 South, Range 19 East; thence run N.89°01'39"E., along said North line of the Arredondo Grant, a distance of 2499.64 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the intersection with the Easterly right of way line of The Florida Gas Transmission Easement (50 foot right of way) as described in Official Records Book 48, page 205 of said Public Records; thence

run N.03°23'37"E., along said Easterly right of way line, a distance of 3601.84 feet to a 4"x4" concrete monument and cap stamped GFY LB021 at the Southeast corner of the aforementioned lands described in Official Records Book 2400, page 1034 of said Public Records; thence run S.89°11'51"W., along the South line of said lands, a distance of 6155.66 feet to the POINT OF BEGINNING.

All of the above described PARCELS B-1 and B-2 contain a net area of 1,123¹/₇₉ acres more or less.

EXHIBIT "B"

Grantor reserves unto itself and its successors and assigns, all timber now or hereafter located on the Real Property in perpetuity (the "Reserved Timber").

Grantor further reserves unto itself and its successors and assigns, the right to manage the Real Property, the rights to plant, manage, conduct silvicultural enhancements (including intermediate thinnings), harvest and remove the Reserved Timber, together with full rights of ingress and egress to the Real Property (the Reserved Timber and such rights collectively the "Grantor's Reserved Rights"), subject to the following limitations and restrictions:

1. Grantor shall give Grantee annual notification of the schedules for any silvicultural enhancement operations and harvesting of the Reserved Timber. Said notice should be sent to Gainesville Regional Utilities, P.O. Box 147117, Station A-130, Gainesville, FL 32614-7117, Attn: Real Estate Division, with a copy to: Gainesville Regional Utilities, Vegetation Management Department, Attn. Utility Forester, P.O. Box 147117, Sta. S150, Gainesville, FL 32614-7117. Grantor shall have the right from time to time to enter the Real Property as may be reasonably necessary to conduct silvicultural enhancement operations and harvest the Reserved Timber.
2. In exercising Grantor's Reserved Rights, Grantor shall not damage any improvements on the Real Property and shall exercise good forestry management and practices as identified in the Florida Division of Forestry Silviculture Best Management Practices Manual, 1993, or such later edition as may be in effect.
3. Notwithstanding anything contained herein to the contrary, Grantee's rights to occupy and utilize the Real Property, or any part thereof, shall be superior to Grantor's Reserved Rights. In the event that Grantee's use of the Real Property should ever conflict with Grantor's management and harvest of the Reserved Timber, Grantee and Grantor shall use reasonable efforts to resolve the conflict in a manner that (i) will not unreasonably interfere with the Grantee's use of the Real Property, (ii) will permit Grantor to harvest as much of the Reserved Timber as is possible, and (iii) compensate Grantor for the loss of the use of the Real Property or portion thereof for the purpose of growing and harvesting timber as set forth under the terms of Paragraph 17 of the Option to Purchase Land dated September 20, 2001, between NPC Timber, Inc., as Grantor (predecessor to Grantor herein), and City of Gainesville, Florida, as Grantee.
4. Grantor shall strictly enforce the terms and conditions of the existing hunting lease with Rocky Creek Hunting Club. Grantor shall provide Grantee a copy of the lease renewal documents annually, including certificate of liability insurance. Grantor may not enter into any additional leases without prior written consent of Grantee.

Grantee shall have the right to secure the release of certain portions of the Real Property from Grantor's Reserved Rights (a "Release") for the purpose of developing the Real Property for Grantee's use, under the following terms and conditions:

1. To exercise its rights under this paragraph, Grantee must provide Grantor with a survey plat of the area Grantee intends to have released (a "Release Area") and have said site staked out on the ground for Grantor's inspection at least twelve (12) months before Grantee secures the release of the Timber Rights on this portion of the Real Property.
2. During the 12-month period following receipt of said survey plat, Grantor shall have the right to harvest all merchantable timber within the Release Area. Merchantable timber for the purposes of this paragraph is as follows: Planted Pine Timber greater than 16 years of age; and all Natural Timber (Pine, Cypress and Hardwood) greater than 25 years of age. Following the expiration of the 12-month period, Grantee shall pay Grantor compensation for the Grantor's Reserved Rights within the Release Area as set forth under the terms of Paragraph 17 of the Option to Purchase Land dated September 20, 2001, between NPC Timber, Inc., as Grantor (predecessor to Grantor herein), and City of Gainesville, Florida, as Grantee.
3. Release Areas will be contiguous to property ownership boundaries existing at the time of the Release and shall contain a minimum of forty (40) acres (with the exception of smaller areas to be cleared for easements).
4. In exercising Grantee's rights under this paragraph, Grantee shall not damage any unreleased Timber on the remaining Real Property.

Should Grantor desire to sell Grantor's Reserved Rights, Grantor shall first offer the same to Grantee for the same price and on the same terms as Grantor has received in a bona fide offer to purchase. After receipt of a notice of intent to sell in writing from Grantor, Grantee shall have ninety (90) days to accept or reject the offer. If Grantee elects to purchase the Grantor's Reserved Rights, the transaction shall close on the date as set forth in the offer or thirty (30) days from Grantee's acceptance, whichever is later. If Grantee shall fail, neglect or refuse to purchase Grantor's Reserved Rights within said ninety (90) day period, Grantor shall be free to sell Grantor's Reserved Rights to a third party. Notwithstanding anything contained herein to the contrary, Grantor may at any time and without prior notice to Grantee (a) sell or convey Grantor's Reserved Rights to one or more affiliated corporations or entities, and (b) enter into timber deeds and timber sale agreements conveying rights to Reserved Timber, provided that the duration of each such timber deed or timber sale agreement is less than (5) years.

EXHIBIT "C"

- (a) liens for taxes and assessments for 2002 and subsequent years;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property;
- (c) any rights of the United States of America, the State of Florida or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes;
- (d) title to that portion of the Real Property, if any, lying below the mean high water mark of abutting tidal waters;
- (e) all easements, rights-of-way, licenses and other such similar encumbrances of record;
- (f) all existing public roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and
- (i) any loss or claim due to lack of access to any portion of the Real Property.

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General		Planning Parcel CMP Compliance	
Requirement	LDC Section	CMP Location	Additional Discussion
<p>1 Allowed Uses</p> <p>The use of conservation management areas shall be limited to that which is compatible with protection of the ecological integrity of the regulated natural or archaeological resources. The following uses may be permitted as part of an approved management plan, provided they do not adversely affect natural and archaeological resource function and ecological integrity.</p> <ol style="list-style-type: none"> Nature trails (mulched walking paths, elevated wooden walkways); Low-intensity, passive recreational activities such as wildlife viewing and hiking; Scientific and educational activities (interpretive trails and signage, observation points); Site investigative work such as surveys, soil logs, and percolation tests; Scenic, archaeological, wildlife, or scientific preserves; Ongoing bona-fide agricultural and/or silvicultural activities that: <ol style="list-style-type: none"> Are consistent with the protection of the regulated natural and archaeological resource(s) identified on the site for protection under the management plan; or Follow certification programs or best management practices. Single-family residential dwellings established as part of an approved management plan; Constructing fences where no fill activity is required; and Other uses demonstrated to be compatible with regulated natural and archaeological resource protections as outlined in the management plan. 	<p>Sec. 30-8.14. B</p>	<p>Section 3.2 Allowed Uses in All CMAs (page 10); and Section 3.3 Allowed Uses for Certain CMA Areas (page 11)</p>	<p>The uses allowed within the CMP Management Plan are consistent with the uses that are allowed under the land development code as a part of an approved management plan and support the overall CMP Management Plan for the Plum Creek Development Company Planning Parcel which implements the applicable requirements of the City's comprehensive plan policies and land development regulations and thereby ensures preservation of the CMA in its current hydrologic condition, allows natural succession to occur in areas not remaining in ongoing bona-fide silvicultural use, prevents development or disturbance within the CMA, prevents alteration of existing plant and wildlife habitat quality while providing for the continuation of ongoing bona-fide silvicultural activities in specific areas.</p>

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General		Planning Parcel CMP Compliance	
Requirement	LDC Section	CMP Location	Additional Discussion
<p>2 Prohibited Uses and Activities</p> <p>Activities that are prohibited within conservation management areas, unless part of an approved management plan, include the following:</p> <ol style="list-style-type: none"> 1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground; 2. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; 3. Removal or destruction of native vegetation; 4. Excavation, dredging, or removal of soil, rock, or other material substance in such manner as to affect the surface; 5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; 6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; 7. Acts or uses detrimental to such retention of land or water areas; 8. 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 9. Wastewater and stormwater discharges to conservation management areas are generally prohibited. However, discharges may be allowed only in surface waters, wetlands, and significant geologic features if the following criteria are satisfied: <ol style="list-style-type: none"> a. The quantity, timing, and quality of discharge maintains or improves water quality. 	<p>Sec. 30-8.14. C</p>	<p>Section 3.4 Prohibited Activities (page 11)</p>	<p>The prohibited uses within the CMA Management Plan serve to maintain the integrity of the purpose of the management plan.</p> <p>Stormwater Management issues are specifically address in Section 6. Stormwater Management Areas (page 25)</p>

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General Requirement	LDC Section	CMP Location	Planning Parcel CMP Compliance Additional Discussion
<p>biological health, and function of the natural ecosystem;</p> <ul style="list-style-type: none"> b. Downstream waters are not affected by nutrient loading; c. The project owner or responsible entity prepares and implements a maintenance and monitoring plan acceptable to the city; d. The project owner or responsible entity corrects any failures in design or operation of the wastewater and/or stormwater system that cause degradation of water quality, biological health, or the function of the natural ecosystem; e. The owner or responsible entity posts a performance bond or similar financial guarantee to assure implementation of maintenance and monitoring in compliance with the Land Development Code; and f. Treatment is provided in accordance with the requirements of the Land Development Code and the requirements of the appropriate water management district. 			
<p>3 Management Plan <u>Management requirements for conservation management areas.</u> Conservation management areas shall be maintained in compliance with the provisions of this Code, the conservation easement, the approved management plan, and the following standards. If a management plan is required, the scope of maintenance shall be specified in the management plan. The owner or responsible entity shall not be held responsible for maintenance which exceeds this scope due to external causes, such as through disasters or other events beyond the control of the responsible entity.</p>	<p>Sec. 30-8.14. K.2</p>		<p>Section 10 Ownership, and</p>

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General		Planning Parcel CMP Compliance	
Requirement	LDC Section	CMP Location	Additional Discussion
<p>1. Unless the area is dedicated to the public use and accepted by the city, the cost and responsibility of managing the conservation management area shall be borne by the owner or responsible entity.</p> <p>2. Management shall maintain or enhance the ecological value of the conservation management area and support the protection and maintenance of the identified resource. Management shall include, but not be limited to, the following minimum requirements:</p> <p>a. Non-native vegetation shall not be introduced into the conservation management area. Invasive, non-native vegetation shall be eliminated or controlled to a level of noninterference with the growth of native vegetation according to specific goals of the approved management plan. Removal shall be accomplished through ecologically sound techniques, including but not limited to, manual removal, hand-held power equipment, and prescribed burning. Control of non-native trees which are in use as a nesting site shall be postponed until the nesting season is over. All non-native vegetative debris must be disposed of outside of the conservation management area.</p> <p>b. Dead trees that are not a hazard to humans or private property and that provide habitat for wildlife shall remain in the conservation management area.</p>		<p>Management Plan Responsibility (page 26)</p> <p>Section 3 General Management within CMAs (page 9) and Section 4 Silviculture Management (page 14)</p> <p>Section 3.5 Natural Resource Protection (Page 12)</p>	<p>The cost and responsibility of management the conservation management area shall be borne by the responsible entity (Section 10.3)</p> <p>There are no significant natural resources (as defined by the city), identified in the approved NARA requiring protection other than adherence to the Florida Department of Agriculture and Consumer Services Silviculture Best Management Practices and Florida Forestry Wildlife Best Management Practices for State Imperiled Species within planted pine plantations (See Sections 4 and 5 which describe the uplands and wetland planted pine plantations, their structure and functions after over four decades of working silvicultural pine plantations).</p> <p>This issue is addressed in Section 3.5.a. No Planting or Maintenance of Nuisance or Non-Native Plants</p> <p>This issue is addressed in Section 3.5.b. Native Vegetation Restoration</p>

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General		Planning Parcel CMP Compliance	
Requirement	LDC Section	CMP Location	Additional Discussion
c. Where non-native vegetation is removed, replacement with appropriate native species may be required if specified in the conservation easement and/or approved management plan. d. Fencing may be required to control access to the conservation management area.			This issue is addressed in Section 3.5.d. Fencing
4 The management plan shall be prepared at the expense of the applicant by person(s) qualified in the appropriate fields of study, and conducted according to professionally accepted standards. The management plan shall include the following:	Sec. 30-8.14. L.1.		
a Description of goals and objectives based on type of natural resources to be managed	Sec. 30-8.14. L.1.a	Section 3.1 Goals and Objectives (page 9)	The purpose of this CMA Management Plan is to implement the requirements of the comprehensive plan policies and land development regulations and thereby ensure preservation of the CMA in its current hydrologic condition, allow natural succession to occur in areas not remaining in ongoing bona-fide silvicultural use, prevent development or disturbance within the CMA, prevent alteration of existing plant and wildlife habitat quality while providing for the continuation of ongoing bona-fide silvicultural activities in specific areas. See discussion of Item 1 above.
b Description of all proposed uses, including existing and any proposed physical and access improvements	Sec. 30-8.14. L.1.b	Section 3.2 Allowed Uses in All CMAs (page 10); and Section 3.3 Allowed Uses for Certain CMA Areas (page 11)	
c Description of prohibited activities within buffers or set-aside areas	Sec. 30-8.14. L.1.c	Section 3.4 Prohibited Activities (page 11)	See discussion of Item 2 above.
d Descriptions of ongoing activities that will be performed to protect, restore, or enhance the natural or archaeological resources to be protected. These may include:	Sec. 30-8.14. L.1.d	Section 3.5 Natural Resource Protection (page 12); Section 3.6 Protection During	These sections describe the ongoing activities for all CMAs as well as activities for certain CMA areas based upon the resources present that were identified for protection in the NARA.

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General		LDC Section	CMP Location	Planning Parcel CMP Compliance	Additional Discussion
Requirement					
<ul style="list-style-type: none"> i. Removal or control of invasive non-native vegetation and debris; ii. Replanting with native plants as necessary; iii. Provision for listed species habitat needs, including restricting, at appropriate times, intrusions into sensitive foraging, breeding, roosting, and nesting areas; iv. Fencing or other institutional controls to minimize impact of human activities on wildlife and vegetation, such as predation by pets; v. Prescribed burning, thinning, or comparable activities performed in an environmentally sensitive manner to restore or maintain habitat; vi. Cooperative efforts and agreements to help promote or conduct certain management activities, such as cleanups, maintenance, public education, observation, monitoring, and reporting; vii. Any additional measures determined to be necessary to protect and maintain the functions and values of conservation areas in conjunction with wildfire mitigation; viii. Schedules, estimated costs, staffing requirements, and assignments of responsibility for specific implementation activities to be performed as part of the management plan, and identification of means by which funding will be provided; ix. Performance standards with criteria for assessing goals and objectives; x. Three-year monitoring plan with schedule and responsibility; xi. Ownership and entity responsible for management activities; xii. Provision for changes to be reviewed and approved by the city; 			Construction (page 13);	<p>This code provision identifies activities that <u>may</u> be included in a management plan. The activities that were addressed in this CMA Management Plan are noted as follows:</p> <ul style="list-style-type: none"> i. Removal or control of invasive non-native vegetation and debris; (Section 3.5.a., page 12) ii. Replanting with native plants as necessary; (Section 3.5.b, page 13) iii. Provision for listed species habitat needs, including restricting, at appropriate times, intrusions into sensitive foraging, breeding, roosting, and nesting areas; (Section 3.5.c., page 13) iv. Fencing or other institutional controls to minimize impact of human activities on wildlife and vegetation, such as predation by pets; (Section 3.5.d., page 13) v. Prescribed burning, thinning, or comparable activities performed in an environmentally sensitive manner to restore or maintain habitat; vi. Cooperative efforts and agreements to help promote or conduct certain management activities, such as cleanups, maintenance, public education, observation, monitoring, and reporting; (Section 10.1., page 26) vii. Any additional measures determined to be necessary to protect and maintain the functions and values of conservation areas in conjunction with wildfire mitigation; (Section 4.2 Perpetual Areas, page 15) viii. Schedules, estimated costs, staffing requirements, and assignments of responsibility for specific implementation activities to be performed as part of the management plan, and identification of means by which funding will be provided; (Section 10.2 Management Costs and Section 10.4 Financial Assurances, page 26) ix. Performance standards with criteria for assessing goals and objectives; x. Three-year monitoring plan with schedule and responsibility; xi. Ownership and entity responsible for management activities; (Section 10.3 Responsible Entity, page 26) 	

**PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
CONSERVATION MANAGEMENT PLAN REQUIREMENTS**

CMP Requirements - General		Planning Parcel CMP Compliance	
Requirement	LDC Section	CMP Location	Additional Discussion
xiii. Contingency plans for corrective measures or change if goals are not met.			xii. Provision for changes to be reviewed and approved by the city; (Section 9 Management Plan Revisions and Contingency Plans, page 26) xiii. Contingency plans for corrective measures or change if goals are not met. (Section 9 Management Plan Revisions and Contingency Plans, page 26)
5 The property owner or responsible entity shall acknowledge and confirm its obligation and financial ability to maintain and manage the conservation management area.	Sec. 30-8.14. L.5.	Section 10 Ownership, and Management Plan Responsibility (page 26)	The cost and responsibility of management the conservation management area shall be borne by the responsible entity (Section 10.3). Weyerhaeuser NR acknowledges and confirms its obligation and declares that it has the financial ability to maintain and manage the conservation management area in accordance with this CMA Management Plan (Section 10.4)
6 Prior to and during development, the conservation management area boundaries shall be clearly marked and appropriately protected	Sec. 30-8.14. E	Section 3.6 Protection During Construction (page 13)	This issue is address in this section
7 Permanent protection of conservation management areas. Conservation management areas shall be permanently protected in perpetuity using a legal instrument that runs with the land, in a form acceptable to the city, and duly recorded in the Public Records of Alachua County, which assures the preservation and maintenance of the conservation management area.	Sec. 30-8.14. F	Section 5 Timing of Conservation Easement (page 24)	This issue is address in this section
8 Field markers. Permanent survey markers using iron or concrete monuments to delineate the boundary between conservation management areas and contiguous land shall be set, according to current survey standards. Markers shall be installed prior to issuance of the initial certificate of occupancy or other final approval, and shall be maintained by the owner in perpetuity.	Sec. 30-8.14. H	Section 3.7 Field Markers, Access Points and Signage (page 13)	This issue is address in this section
9 Signage. The perimeter of conservation management areas shall be permanently identified with city-approved signs that identify the area as protected	Sec. 30-8.14. I	Section 3.7 Field Markers, Access	This issue is address in this section

PLUM CREEK DEVELOPMENT COMPANY PLANNING PARCEL
 CONSERVATION MANAGEMENT PLAN REQUIREMENTS

CMP Requirements - General Requirement	LDC Section	CMP Location	Planning Parcel CMP Compliance	Additional Discussion
--	-------------	--------------	--------------------------------	-----------------------

conservation area. Signage that is required by another governmental agency and also meets the city requirements may be used.			Points and Signage (page 13)	
--	--	--	------------------------------	--

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____ 20__ , by **Weyerhaeuser NR Company**, a Washington corporation, with a mailing address of _____ (“Grantor”) in favor of the **City of Gainesville**, a municipal corporation organized under the laws of the State of Florida, by and through its City Commissioners, with a mailing address of PO Box 490, Station 19, Gainesville, FL 32601 (“Grantee”).

WHEREAS, Grantor owns in fee simple certain parcels of real property situated in the City of Gainesville, Florida, hereinafter referred to as the “Property”, more specifically described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor has obtained approval and authority to develop portions of the Property pursuant to a final development order approved by the Grantee containing a condition requiring that Grantor record a Conservation Easement over portions of the Property in favor of Grantee; and

WHEREAS, Grantor has the full right and authority to grant this easement; and

WHEREAS, Grantor has determined that the perpetual conservation and resource management purposes of this Conservation Easement are best served by conveyance of the required Conservation Easement to the Grantee; and

WHEREAS, Grantee is authorized under the provisions of Florida Statutes (Chapter 704), to hold conservation easements for the preservation and protection of lands in their natural, scenic, historical, agricultural, forested, or open space condition; and

WHEREAS, the location of the area(s) covered by this Conservation Easement (hereafter, “Easement Area(s)”) is described more particularly in Exhibit “B”, which is attached hereto and incorporated by reference; and

WHEREAS, the Easement Area(s) possesses natural, scenic, open space, wildlife, silvicultural, preservation and Conservation Values (collectively, “Conservation Values”) of great importance to the Grantor, the Grantee and the people of the City of Gainesville, and the specific Conservation Values of the Easement Area(s) are documented in the Baseline Inventory Report of the Plant Communities Occurring within the Gainesville 121 Project Site Conservation Management Area that establishes the existing conditions of the Conservation Management Areas contained in Plum Creek Development Company Planning Parcel Conservation Management Area Management Plan dated May 15, 2018 (CMA Management Plan) a copy of which is maintained on file with the City of Gainesville, Department of Doing and is incorporated herein by reference. The Baseline Report contains an accurate representation of the Easement Area(s) at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

Attachment 10

WHEREAS, the purpose of this Conservation Easement is to maintain, protect and enhance significant plant and wildlife habitat, wetlands and wetland buffers and any other sensitive natural features contained within the Easement Area(s) by adherence to the management practices specified in the CMA Management Plan; and

WHEREAS, the Grantor and Grantee have the common purpose of preserving the Conservation Values of the Easement Area(s) by conveyance to the Grantee of a perpetual Conservation Easement over, upon, under and across the Easement Area(s) to conserve the character of the Easement Area(s), to continue certain land use practices that do not significantly impair the Conservation Values of the Easement Area(s), and to prohibit certain activity within the Easement Area(s);

WHEREAS, Grantor has created, and Grantee has approved, a CMA Management Plan dated May 15, 2018 which provides specific methods for safely and effectively maintaining the Easement Area(s) and said CMA Management Plan is available in the offices of the City of Gainesville, Florida Department of Doing; and

WHEREAS, the purpose of this Conservation Easement also includes the provision and maintenance of restricted pedestrian access for low-intensity, passive recreational, scientific, educational and maintenance activities consistent with the approved Management Plan;

WHEREAS, Grantor will be the entity responsible for the management of the Easement Area(s) in accordance with the CMA Management Plan unless and until said responsibility is assigned to a new responsible entity in accordance with the requirement of this Conservation Easement;

WHEREAS, Grantor and Grantee intend for the conditions and covenants contained in this Conservation Easement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the Property containing any portion of the Easement Area(s) therein.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor has executed this Conservation Easement for no monetary consideration, but for the purpose of ensuring compliance with the conditions of final development orders issued by the Grantee authorizing development within the Property.

Grantor hereby grants unto Grantee a perpetual Conservation Easement upon the Easement Area(s) described in Exhibit "B", which shall run with the land and be binding upon Grantor, their heirs, successors and assigns, and shall remain in full force and effect forever.

Grantor Fully Warrant Title to said Easement Area(s) and will warrant and defend the same against the lawful claims of all persons whomsoever.

Attachment 10

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Easement Area(s) shall be protected forever and maintained as conservation areas, consistent with the approved Management Plan. The parties intend that this Conservation Easement will confine the use of the Easement Area(s) to such uses as are consistent with the purpose of this Conservation Easement.
2. **Rights of Grantee.** To accomplish the purpose of this Conservation Easement the following rights are conveyed to the Grantee:
 - a. To preserve and protect the Conservation Values of the Easement Area(s) as defined in this Conservation Easement;
 - b. To enter upon and inspect the Easement Area(s) in a reasonable manner and at reasonable times in order to monitor Grantor's compliance with this Conservation Easement, and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with the use and quiet enjoyment of the Easement Area(s) by the Grantor; and
 - c. To 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 set forth herein and require the restoration of areas or features of the Easement Area(s) that may be damaged by any activity or use inconsistent with this Conservation Easement.
3. **Reserved Rights to Grantor.** Grantor reserves to itself, its heirs, successors or assigns, all rights as owner of the Easement Area(s) including the right to engage in all uses of the Easement Area(s) not expressly prohibited herein and not inconsistent with the purpose of this Conservation Easement including the right to silvicultural and forestry management activities consistent with the CMA Management Plan. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the Conservation Values of this Conservation Easement.
4. **Prohibited Uses.** Any activity on, or use of, the Easement Area(s) inconsistent with this Conservation Easement is prohibited. Unless expressly authorized in accordance with the CMA Management Plan, Grantor agrees that the following practices and uses, are expressly prohibited or restricted within the Easement Area(s):
 - A. Construction or placing of enclosed buildings, roads, signs not specifically authorized by the herein, billboards or other advertising, utilities, or other structures on or above the ground except as described in the CMA Management Plan;
 - B. Dumping or placing of soil or other substances or materials as landfill, dumping or placing of trash, waste, or unsightly or offensive materials;
 - C. Removal or destruction of native trees, shrubs, or other vegetation, except for safety reasons and as allowed by the CMA Management Plan;
 - D. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface except as provided in the CMA

Attachment 10

Management Plan;

- E. Surface use except for purposes that permit the land or water area to remain predominantly in its current condition;
- F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- G. 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;
- H. Planting of non-native vegetation except as may occur as part of ongoing bona-fide silvicultural activity as described in the CMA Management Plan;
- I. Deposition of landscape debris; and
- J. Motorized vehicle use, except for:
 - a. golf carts or similar small non-destructive type vehicles that will be limited to natural trails or other relatively clear areas where damage to vegetation will not occur. These vehicles will be used to provide access for handicapped individuals, maintenance activities, fire control, or any activity needed for preservation of the resource.
 - b. emergency vehicles used for lifesaving or property protection activities
 - c. vehicles and equipment used to engage in ongoing bona-fide silvicultural operations and
 - d. vehicles and equipment required for the management activities described in the CMA Management Plan.
- K. Expansion of existing planted pine plantation boundaries depicted in the CMA Management Plan.
- L. Timber harvests in areas outside existing planted pine plantation boundaries depicted in the CMA Management Plan.

Without limiting the generality of the foregoing, the erection and maintenance of reasonable non-commercial signs indicating the owner of the Easement Area(s), the name, if any, of the Easement Area(s), boundary markers, directional signs, regulatory signs, interpretive signs and kiosks, and signs identifying the Easement Area(s) as land under the protection of the Grantor and the Grantee in a manner that conforms to the nature and character of the Easement Area(s) and in compliance with applicable land development regulations of the Grantee shall not be construed as a prohibited use. All such signs shall be subject to the approval of the Grantee, which approval may not be unreasonably denied.

5. **No Public Access.** No right of access by the general public to any portion of the Property and Easement Area(s) is conveyed by this Conservation Easement.

Attachment 10

6. **Expenses; Taxes.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area(s), including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities described in the CMA Management Plan. Grantor shall keep the Easement Area(s) free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor other than a lien in favor of a mortgage provided said mortgage lien shall be inferior to and lower in priority than this Conservation Easement. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area(s) by competent authority and shall furnish Grantee with satisfactory evidence of payment upon request.
7. **Costs of Enforcement.** Grantor intends that any cost incurred by Grantee 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. **Management Responsibility.** Grantor shall have responsibility for implementation of the CMA Management Plan unless and until such responsibility is assigned to the Grantee, Community Development District, Owner Association with jurisdiction over the Property, or successor or successors in interest. Grantor shall provide Grantee with written notice of such assignment of responsibility not later than ten (10) business days following such assignment and acceptance of same by the assignee.
9. **Liability.** Except to the extent such arises from persons on the Easement Area(s) at the request of Grantee to perform work on said Easement Area(s) for said Grantee, Grantor and its successors shall hold harmless, indemnify and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including attorney's 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 Easement Area(s), regardless of cause, 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Area(s), including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the Easement Area(s) free of liens; and 3) the existence or administration of this Conservation Easement.
10. **Remedies.** If Grantee determines that Grantor or its successors are in violation, of the terms of this Conservation Easement, Grantee may take any of the following actions, if after 30 days written notice to Grantor or its successors to correct the violation said violation remains: 1) Grantee may correct the violation, including but not limited to restoration of any portion of the Conservation Easement Area(s) to the condition that

Attachment 10

existed prior to the violation, and demand payment from Grantor for all costs associated with such action; 2) Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Conservation Easement, including but not limited to the costs of restoration, and any other damages permitted by law. In any enforcement action Grantee shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to, or change in, the Easement Area(s) resulting from acts of God, 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 Easement Area(s) resulting from such causes.

11. **Waiver.** Grantor intends that enforcement of the terms and provisions of the Conservation Easement and CMA Management Plan shall be at the discretion of Grantee and that any forbearance by said 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 construed to be a waiver of said Grantee's rights hereunder in the event of a subsequent breach. Grantor hereby waives any defense of laches, estoppel, or prescription.
12. **Assignment.** Grantee agrees to hold this Conservation Easement exclusively for conservation purposes and shall 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.
13. **Notice of Sale by Grantor.** Not later than thirty (30) days after recordation by Grantor in the Public records of Alachua County, Florida of an instrument transferring title to any portion of the Easement Area(s), Grantor agrees to give written notice of same to Grantee.
14. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby
15. **Notices; References.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the second business day after mailing if sent by United States certified mail, return receipt requested, or by overnight mail service (e.g. FedEx, UPS), addressed to the appropriate party or successor-in-interest,

Attachment 10

at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this Conservation Easement to Grantor or Grantee include their successors-in-interest.

16. **Recording.** Grantor agree that the terms, conditions, restrictions and purposes of this Conservation Easement shall be recorded in the Official Records of Alachua County, Florida within ten (10) days of execution, and shall be included in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Easement Area(s); and shall run with the land and be binding on the Grantor, its successors and assigns.
17. **Amendment.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns.
18. **Subordination of Liens.** Grantor agrees that if any portion of the Easement Area(s) is subject to a mortgage lien or any other form of lien or security interest, Grantor shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this Conservation Easement.
19. **Controlling Law; Venue.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Florida. Proper venue for any litigation arising out of this instrument will be in Alachua County, Florida and nowhere else.
20. **Liberal Construction.** This Conservation Easement shall be liberally construed to effect the purpose of this Conservation Easement and the policy and purpose of § 704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
21. **Termination of Rights and Obligations.** A party's rights and obligation under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Easement Area(s), except that liability for acts or omission occurring prior to transfer shall survive transfer.
22. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
23. **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 successors and assigns and shall continue as a servitude running in perpetuity with the Easement Area(s).

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this Conservation

Attachment 10

Easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors in interest and shall continue as a servitude running in perpetuity with the Easement Area(s).

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on this _____ day of _____, 20__.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who did not take an oath.

Notary Public, State of _____ at Large.

My Commission Expires: _____
Serial No. _____
Personally known _____ OR produced identification _____.
Identification Produced: _____.

At a meeting on the _____ day of _____, 20__ the Gainesville City Commission authorized acceptance of this instrument of conveyance and authorized the Mayor to execute this acceptance.

Grantee: _____, Mayor,
City of Gainesville, Florida

Executed on this _____ day of _____, 20__

ATTEST:

Clerk of the City Commission

APPROVED AS TO FORM

Gainesville City Attorney

Easement Template

EXHIBIT A

Legal Description of Property

Easement Template

EXHIBIT B

Legal Description(s) for Conservation
Management Area(s) within
the Property

Easement Template

APPENDIX A

DOCUMENTS INCLUDED AS ATTACHMENTS TO THE CMP MANAGEMENT PLAN OR APPLICATION DOCUMENT

Bibliography

Brown M.T. and M.B. Vivas. 2005. *Landscape Development Intensity Index*. Environmental Monitoring and Assessment 101: 289 - 309

Vowell, J.L. 2001. *Using stream bioassessment to monitor best management practice effectiveness*. Forest Ecology and Management 143: 237 - 244

Vowell, J.L. and R.B. Frydenborg. 2004. *A Biological Assessment of Best Management Practice Effectiveness During Intensive Silviculture and Forest Chemical Application*. Water, Air and Soil Pollution: Focus 4: 297 - 307

Letters

Karels, Jim (Director, Florida Forest Service, Florida Department of Agriculture and Consumer Services). Subject: Weyerhaeuser 121 PD Application. Received by Gregg Galpin (Weyerhaeuser Company), 2017 Oct 20.

Karels, Jim (Director, Florida Forest Service, Florida Department of Agriculture and Consumer Services). Received by Greg Galpin (Weyerhaeuser Company), 2018 May 18.

Minnis, Steve (Deputy Executive Director, Business and Community Services Division, Suwannee River Water Management District). Subject: Gainesville 121 Project in the City of Gainesville, FL Item 129160, 2018 May 10.

Notice of Intent

Weyerhaeuser Notice of Intent to Implement. *Best Management Practices for Silviculture and Notice of Intent to Implement*. Received by Florida Department of Agriculture and Consumer Services, Florida Forest Service. 2016 Apr 05.

Vowell, Jeff (Assistant Director, Florida Forest Service, Florida Department of Agriculture and Consumer Services). Subject: Florida Silviculture Best Management Practices. Received by John Sabine (Weyerhaeuser Company), 2016 Apr 07.

Additional Bibliography
(Not Included as Attachments to the CMP Management Plan)

- Andreu, M., Zobrist, K., and Hinckley, T. 2017. *Management Practices to Support Increased Biodiversity in Managed Loblolly Pine Plantations*. Document FOR 183, School of Forest Resources and Conservation Department, UF/IFAS Extension.
- Shepard J. P. 1994. *Effects of Forest Management on Surface Water Quality in Wetland Forests*. *Wetlands*. Vol. 14, No. 1, March 1994: 18 - 26
- Sun Ge, S.G. McNulty, J.P. Shepard, D.M. Amatyia, H. Riekerk, N.B. Comerford, W. Skaggs and L. Swift Jr. 2001. *Effects of timber management on the hydrology of wetland forests in the southern United States*. *Forest Ecology and Management* 143: 227- 236
- Warrington, B.M., W.M. Aust, S.M. Barrett, W.M. Ford, C.A. Dolloff, E.B. Schilling, T.B. Wigley and M.C. Bolding. 2017. *Forestry Best Management Practices Relationships with Aquatic and Riparian Fauna: A Review*. *Forests* 2017 Vol. 8.