

L61 148

3720899 OR: 3916 PG: 0682

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
10/20/2005 at 10:33AM DWIGHT E. BROCK, CLERK

REC FEE	69.50
DOC-.70	.70
COPIES	8.00
MISC	1.50

This instrument prepared by  
and when recorded return to:  
Lynn Davidson  
Barron Collier Companies  
2600 Golden Gate Parkway  
Naples, FL 34105

Retn:  
CLERK TO THE BOARD  
INTEROFFICE 4TH FLOOR  
EXT 7240

Parcel I.D. #

## CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** given this 14th day of September 2005,  
by G-4 Partnership, a Florida general partnership, (hereinafter referred to as G-4  
Partnership), as Grantor, whose address is 2600 Golden Gate Parkway, Naples, FL  
34105, to Collier County, Florida, a political subdivision of the State of Florida  
(hereinafter "Collier County" or "Grantee"). Grantor and Grantee may hereafter be  
collectively referred to as the "parties".

**WHEREAS**, G-4 Partnership is the owner of that certain tract of land located in  
Collier County, Florida described in Exhibit "A" attached hereto (hereinafter referred to  
as the "property"); and

**WHEREAS**, Collier County is requiring that this Conservation Easement  
("Easement") be entered into and recorded in the land records of Collier County to bind  
G-4 Partnership; and

**WHEREAS**, the parties wish to establish their respective rights and  
responsibilities relative to the use and maintenance of the conservation area described  
in the attached Composite Exhibit "B" (the Easement Property).

**NOW, THEREFORE**, Grantor hereby conveys a Conservation Easement to  
Collier County as follows:

1. G-4 Partnership, its successors, heirs, assigns and/or transferees, hereby  
grants a non-exclusive easement to Collier County over and across the property  
described as Exhibit "B" for the purpose of conservation. Collier County shall have no  
responsibility for maintenance of the conservation easement.

2. No buildings, structures or impediments of any nature may be  
constructed, placed or permitted on, over or across the Easement Property. No  
dumping or placing of soil or other substances such as trash or unsightly or offensive  
materials shall be permitted on the Easement Property. There shall be no removal or  
destruction of trees, shrubs or other vegetation with the exception of exotic/nuisance  
vegetation removal. Excavation, dredging or removal of soil material, peat, rock or other  
material substance in such a manner as to affect the surface shall be prohibited on the  
Easement Property. No dikes or fencing shall be permitted on the Easement Property.  
There shall be no other activities detrimental to drainage, flood control, water

conservation, erosion control or fish and wildlife habitat conservation permitted on the Easement Property. The Easement Property shall be in no way altered from its natural or permitted state.

3. G-4 Partnership, its heirs, successors or assigns shall bear the responsibility for maintaining the Easement Property, including, but not limited to, regular maintenance as may be required by any governmental agency having jurisdiction relative thereto. The Easement Property shall at all times be maintained in accordance with applicable requirements of the Collier County Land Development Code.

4. No right of access by the general public to any part of the Easement Property is being conveyed. Collier County shall have the right to access and use of the Easement property for the purpose of making inspections; however, Collier County shall have no obligation to maintain the Easement Property, nor shall Collier County have the right to use the Easement Property for any purpose inconsistent with the terms of this Conservation Easement.

5. Grantor reserves all rights as owner of the Easement Property, including the right to engage in uses of the Easement Property that are not prohibited herein and which are not inconsistent with any county ordinance, regulation or development permit, and the intent and purposes of this Conservation Easement.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the property.

7. Grantor shall insert the terms and restriction of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the property.

8. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or success in interest.

9. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, successors or assigns, which shall be filed in the public records of Collier County, Florida.

10. This Conservation Easement shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of any portion of the Property and their successors and/or assigns, it being the intention of the Grantor that this Conservation Easement be perpetual.

11. If any provision of the Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provision of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. Enforcement of the terms, provisions and restriction of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its right hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

13. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue of such enforcement actions shall lie exclusively in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the natural vegetative state required for a development permit. These remedies are in addition to any other remedy, fine or penalty, which may be applicable under Chapters 373 and 403, Florida Statutes.

**IN WITNESS WHEREOF**, Grantor has hereunder set its hand and seal the day and year first above written.

**Signed, sealed and delivered in the presence of:**

**WITNESSES:**

**G-4 PARTNERSHIP.**  
a Florida general partnership

Gail W Anderson  
Printed Name: GAIL W. ANDERSON

Printed Name: Kim Davidson By: Lamar Gable  
Lamar Gable, General partner

By: Lamar Gable  
Lamar Gable, General partner

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF FLORIDA )

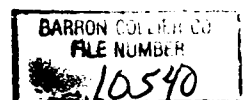
The foregoing instrument was subscribed, sworn and acknowledged before me, this 14<sup>th</sup> day of September, 2005, by Lamar Gable, as General Partner of G-4 Partnership, who is personally known to me.

Susan L. Maturo  
NOTARY PUBLIC  
Printed Name: SUSAN L. MATURO

My Commission Expires:



Susan L. Maturo  
My Commission DD343616  
Expires October 15, 2008



Gail W. Anderson  
Printed Name: GAIL W. ANDERSON

Kim D. Davidson  
Printed Name: Kim D. Davidson

By: Paul J. Marinelli  
Paul J. Marinelli, Chief Executive Officer

~~Printed Name: \_\_\_\_\_~~  
~~Printed Name: \_\_\_\_\_~~

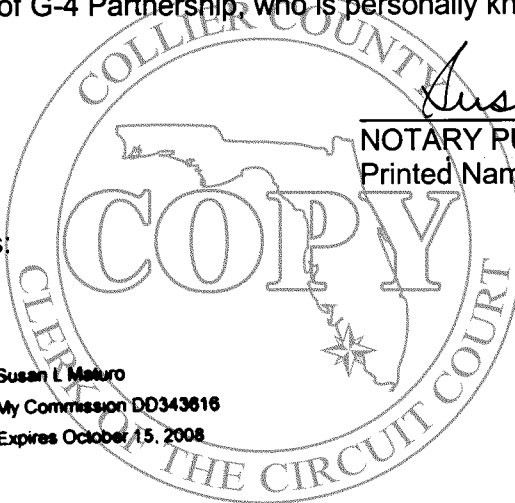
STATE OF FLORIDA       )  
COUNTY OF FLORIDA    )

The foregoing instrument was subscribed, sworn and acknowledged before me, this 14<sup>th</sup> day of September, 2005, by Paul J. Marinelli, as Chief Executive Officer of G-4 Partnership, who is personally known to me.

Susan L. Maturo  
NOTARY PUBLIC  
Printed Name: SUSAN L. MATURO

My Commission Expires:

 Susan L. Maturo  
My Commission DD343616  
Expires October 15, 2008



Acceptance by Grantee:

ATTEST:  
DWIGHT E. BROCK, Clerk

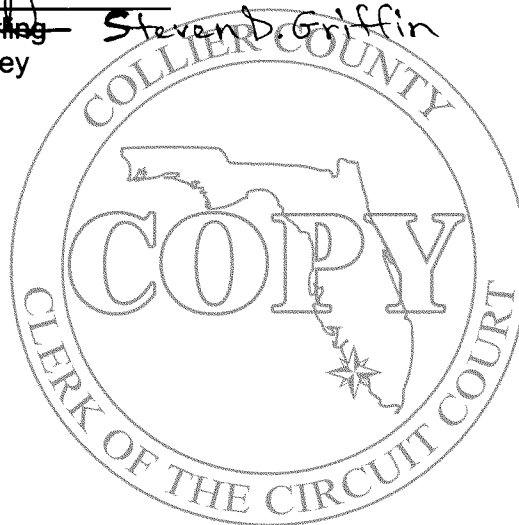
BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Aimee J. Brock*  
Deputy Clerk  
Attest as to Chairman's  
signature only

*Fred W. Coyle*  
Fred W. Coyle, Chairman

Approved as to form and  
Legal sufficiency:

*Marjorie M. Student-Stirling*  
~~Marjorie M. Student-Stirling~~  
Assistant County Attorney



## Exhibit "A"

## LEGAL DESCRIPTION

PART OF SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST,  
COLLIER COUNTY, FLORIDA  
(SOUTH PARCEL – MAGNOLIA SQUARE)

COMMENCING AT THE SOUTH QUARTER CORNER (1/4 CORNER) OF SAID SECTION 10;  
THENCE ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 10  
NORTH 01°18'35" WEST 69.79 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PINE  
RIDGE ROAD;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 89°35'25" EAST 40.47  
FEET;

THENCE LEAVING SAID RIGHT OF WAY 65.76 FEET ALONG THE ARC OF A NON-  
TANGENTIAL CIRCULAR CURVE EAST HAVING A RADIUS OF 5,629.65 FEET THROUGH A  
CENTRAL ANGLE OF 00°40'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS  
NORTH 02°52'42" EAST 65.76 FEET TO THE POINT OF BEGINNING;

THENCE 64.03 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
CONCAVE EAST HAVING A RADIUS OF 98.00 FEET THROUGH A CENTRAL ANGLE OF  
37°26'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°51'53" WEST  
62.90 FEET;

THENCE 264.47 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
CONCAVE EAST HAVING A RADIUS OF 4,260.76 FEET THROUGH A CENTRAL ANGLE OF  
03°33'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°10'45" EAST  
264.42 FEET;

THENCE NORTH 19°07'32" EAST 51.32 FEET;

THENCE NORTH 07°06'07" EAST 135.21 FEET;

THENCE 36.41 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST  
HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 43°27'24", AND  
BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 28°49'49" EAST 35.54 FEET;

THENCE NORTH 05°24'42" EAST 50.22 FEET;

THENCE 48.09 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
CONCAVE EAST HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF  
57°24'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 21°35'53" EAST  
46.10 FEET;

THENCE NORTH 07°06'07" EAST 24.26 FEET;

THENCE NORTH 19°27'26" EAST 51.41 FEET;

THENCE NORTH 07°06'08" EAST 399.97 FEET;

THENCE 75.43 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST  
HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 90°02'35" AND BEING  
SUBTENDED BY A CHORD WHICH BEARS NORTH 52°07'26" EAST 67.91 FEET;

THENCE NORTH 52°07'26" EAST 67.91 FEET;

THENCE SOUTH 82°51'17" EAST 41.24 FEET;

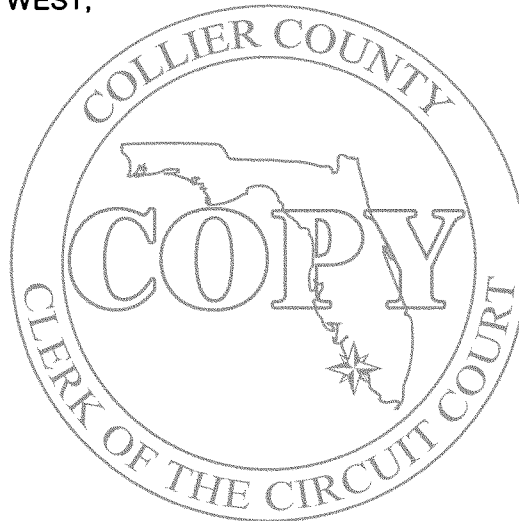
THENCE 152.92 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
CONCAVE SOUTH HAVING A RADIUS OF 1,130.00 FEET THROUGH A CENTRAL ANGLE OF  
07°45'13", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 77°22'48" EAST,  
152.80 FEET;

THENCE SOUTH 70°47'53" EAST 152.98 FEET;

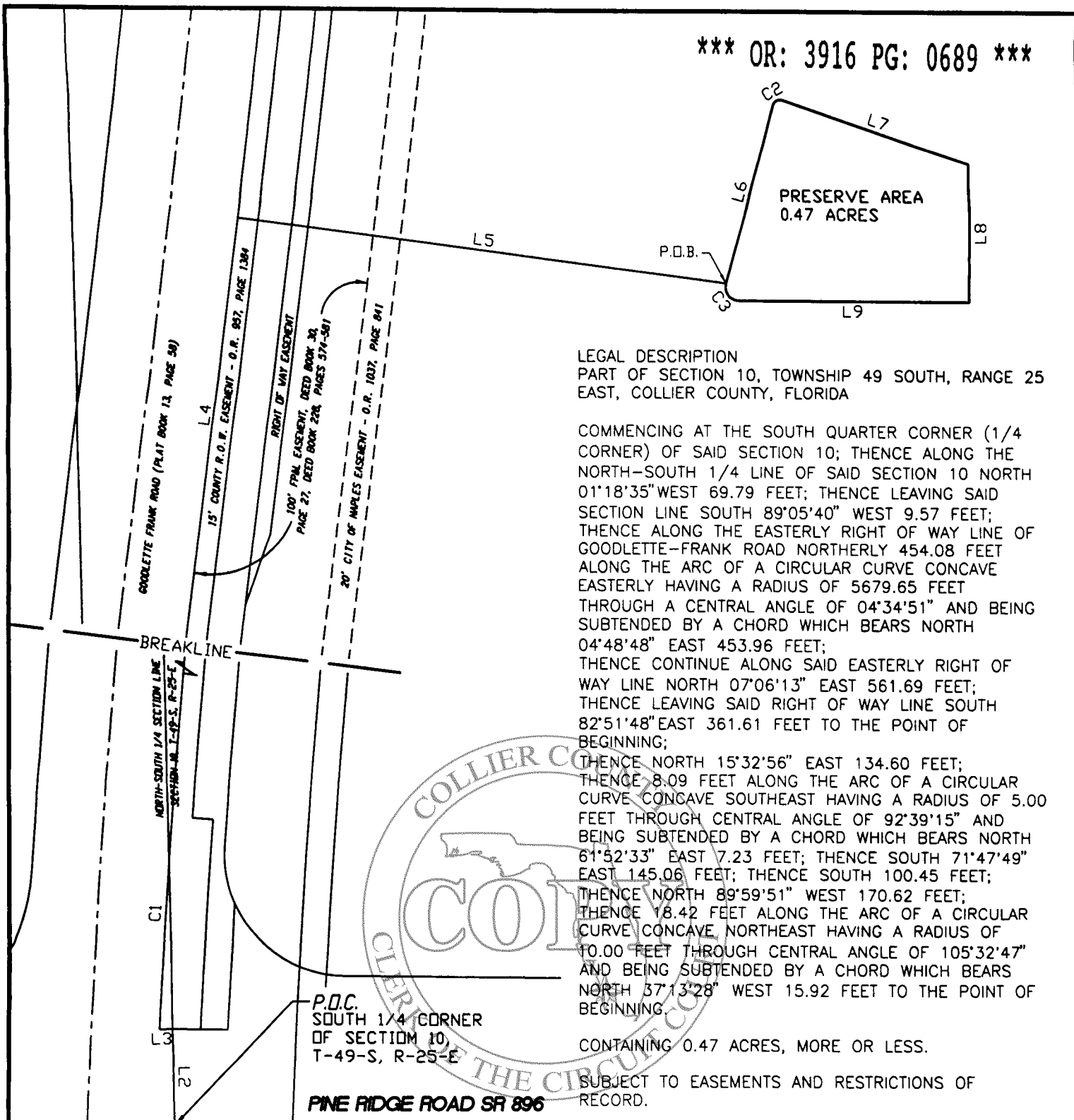
THENCE 309.84 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
CONCAVE NORTH HAVING A RADIUS OF 820.00 FEET THROUGH A CENTRAL ANGLE OF

21°38'59", AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 81°36'39" EAST,  
 308.00 FEET;  
 THENCE NORTH 89°15'23" EAST 102.55 FEET;  
 THENCE SOUTH 00°46'24" EAST 846.50 FEET;  
 THENCE SOUTH 89°29'57" WEST 190.00 FEET;  
 THENCE SOUTH 00°46'24" EAST 203.34 FEET;  
 THENCE NORTH 73°07'05" WEST 46.74 FEET;  
 THENCE NORTH 89°50'49" WEST 608.84 FEET;  
 THENCE 101.29 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST  
 HAVING A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 65°56'49" AND BEING  
 SUBTENDED BY A CHORD WHICH BEARS NORTH 56°52'24" WEST 95.79 FEET;  
 THENCE 25.69 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE  
 CONCAVE EAST HAVING A RADIUS OF 5,629.65 FEET THROUGH A CENTRAL ANGLE OF  
 00°15'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 03°20'39" WEST  
 25.69 FEET TO THE POINT OF BEGINNING;

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;  
 CONTAINING 21.07 ACRES, MORE OR LESS.  
 BEARINGS ARE BASED ON THE SAID NORTH-SOUTH QUARTER (1/4) SECTION LINE  
 BEING NORTH 01°18'35" WEST;



\*\*\* OR: 3916 PG: 0689 \*\*\*



LINE TABLE

LINE	LENGTH	BEARING
L2	70.00	N01°18'35"W
L3	9.57	S89°05'40"W
L4	561.69	N07°06'13"E
L5	361.61	N82°51'48"W
L6	134.60	S15°32'56"W
L7	145.06	N71°47'49"W
L8	100.45	N00°00'00"W
L9	170.62	S89°59'51"E

LANCIE T. MILLER, P.S.M. (FOR THE FIRM)  
FLORIDA LIC. NO. 5627

3/11/05

(DATE SIGNED)

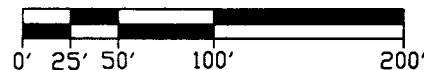
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

CERTIFICATE OF AUTHORIZATION LB #43

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BRG.
C1	5679.65'	4°34'51"	454.08'	227.16	453.96'	S04°48'48"W
C2	5.00'	92°39'15"	8.09'	5.24	7.23'	S61°52'33"W
C3	10.00'	105°32'47"	18.42'	13.16	15.92'	S37°13'28"E

SCALE: 1"=100'



FOR: G-4 PARTNERSHIP

This is NOT a Survey.

**SKETCH & DESCRIPTION OF**  
**A PART OF MAGNOLIA SQUARE**  
**SECTION 10, TOWNSHIP 49 S., RANGE 25 E.,**  
**COLLIER COUNTY, FLORIDA**

**Wilson Miller**

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants  
Wilson Miller, Inc.

3820 Bailey Lane, Suite 200 • Naples, Florida 34103-6557 • Phone 239-448-4040 • Fax 239-448-4041 • Web Site: wilsonmiller.com

BARRON COLLIER CO  
FILE NUMBER

105710

TASK CODE:	DRAWN BY:	CHKD BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
	TMO	LTM	1G-177.DWG	02885-010-001	1 OF 1	1G-177	