

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 22<sup>nd</sup> day of June, 1994 by Chimney Lakes Limited Partnership and Chimney Lakes Investment Company both having an address at 2051 Art Museum Drive, Suite 210, Jacksonville, Florida 32207 ("Grantor"), in favor of the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P.O. Box 1429, Palatka, Florida 32078-1429 ("Grantee"). (7)

## WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, more particularly described in Exhibits "A" and "B" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever as of the date of recording of the Conservation Easement.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards, utilities or other structures on or above the ground. Constructing underground utilities through the Property is permissible provided such activity is permitted by the Grantee prior to said construction.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation. Removal of dead trees by hand held mechanical or non-mechanical devices shall be allowed.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition. Storm water storage as allowed by permit no. 4-031-0165E dated February 8, 1994 (as may be amended from time to time) is specifically allowed.

(f) Activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) With Grantor's permission, to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) 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 Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the persons or property of third parties which may occur on the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. 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 Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and

OFFICIAL RECORDS

assigns and shall continue as a servitude running in perpetuity with the Property.

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

Signed, sealed and delivered in our presence as witnesses:

Chimney Lakes Limited Partnership

[Signature]  
Print Name:

JAMES SCHNEIDER  
Print Name:

William R. Howell, II  
Wm. R. Howell, II, President  
W.R. Howell Company  
General Partner

Chimney Lakes Investment Company

[Signature]  
Print Name: CHRIS FAVICE

[Signature]  
Print Name:

Wirt A. Beard  
Wirt A. Beard, President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd of June, 1994 by William R. Howell, II, President of Wm. R. Howell Company, a Florida Corporation, General Partner on behalf of Chimney Lakes Limited Partnership, a Florida Partnership. He is personally known to me and did not take an oath.



OFFICIAL SEAL  
KAREN BAEZ  
My Commission Expires  
June 26, 1996  
Comm. No. CC 206229

Karen Baez  
Notary Public  
Print Name: Karen Baez

My Commission Expires: June 26, 1996

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd of June, 1994 by Wirt A. Beard, President of Chimney Lakes Investment Company, a Florida Corporation on behalf of the corporation. He is personally known to me and did not take an oath.



OFFICIAL SEAL  
KAREN BAEZ  
My Commission Expires  
June 26, 1996  
Comm. No. CC 206229

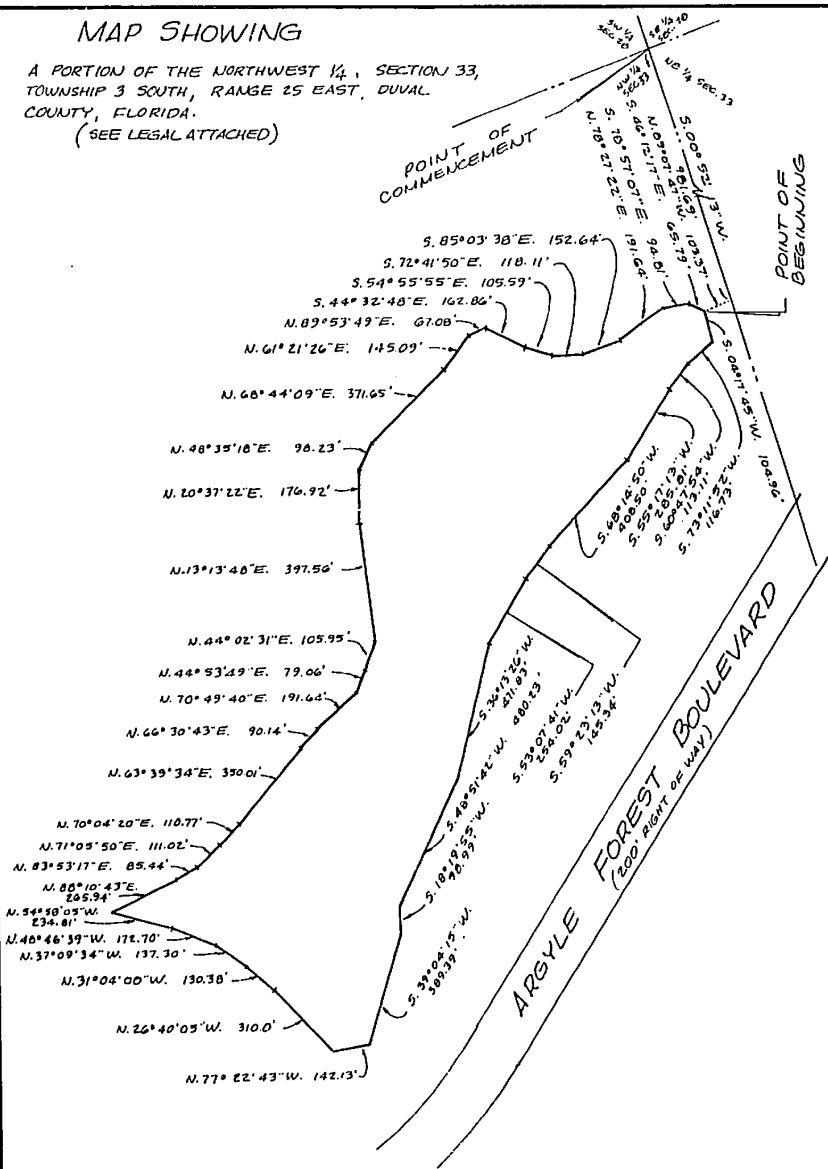
Karen Baez  
Notary Public  
Print Name: Karen Baez

My Commission Expires: June 26, 1996

MAP SHOWING

A PORTION OF THE NORTHWEST 1/4, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA.

(SEE LEGAL ATTACHED)



NOTES:

- Bearings are based on East line of NW 1/4 of Sec. 33
- This is a MAP OF survey.
- Elevations shown thus (15.0) refer to N.G.V.D. of 1929.
- Subject property lies within Zone \_\_\_\_\_ as shown on F.I.A. Flood Hazard Boundary Map \_\_\_\_\_, Community No. \_\_\_\_\_, dated \_\_\_\_\_.
- Unless otherwise noted, any portion of the subject parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
- There may be Restrictions or Easements of Record evidenced by title examination that have not been shown herein.

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

LEGEND

- DENOTES CONCRETE MONUMENT
- DENOTES FENCE
- DENOTES IRON PIPE SET
- DENOTES IRON PIPE FOUND
- ✕ DENOTES CROSS CUT

DATE MAR 29, 1994  
SCALE 1" = 400'  
JOB NO. 2819B-A

**Richard A. Miller & Associates, Inc.**  
Professional Land Surveyors  
6701 Beach Blvd., Suite #200  
Jacksonville, Florida 32216  
(904) 721-1226

I HEREBY CERTIFY THAT THE PLATCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 402.01, FLORIDA STATUTES.

*Richard A. Miller*  
RICHARD A. MILLER, P.L.S. CERT. NO. 3848

## OFFICIAL RECORDS

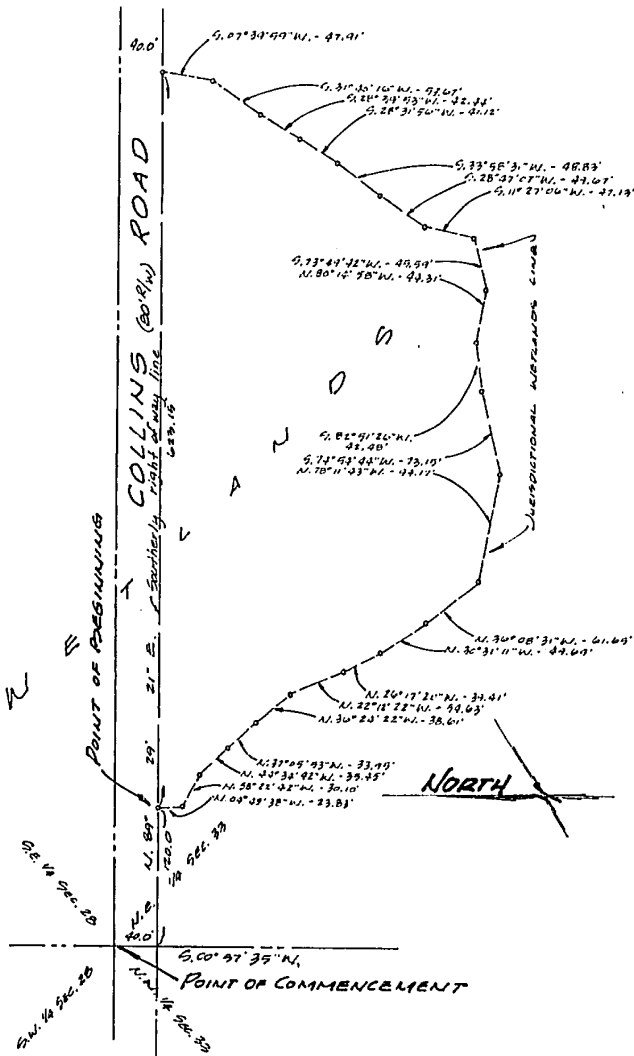
CONSERVATION EASEMENT

A portion of the Northwest 1/4 of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: BEGINNING at the Northeast corner of said Northwest 1/4 of Section 33; thence South 00°52'13" West along the Easterly line of said Northwest 1/4 of Section 33, a distance of 981.69 feet; thence North 89°07'47" West, 103.37 feet for a POINT OF BEGINNING; thence South 04°17'45" West, 104.96 feet; thence South 73°11'52" West, 116.73 feet; thence South 60°47'54" West, 113.11 feet; thence South 55°17'13" West, 285.81 feet; thence South 68°14'50" West, 408.50 feet; thence South 59°23'13" West, 145.34 feet; thence South 53°07'41" West, 254.02 feet; thence South 36°13'26" West, 471.83 feet; thence South 48°51'42" West, 480.23 feet; thence South 1819'55" West, 98.99 feet; thence South 39°04'15" West, 389.39 feet; thence North 77°22'43" West, 142.13 feet; thence North 26°40'05" West, 310.00 feet; thence North 31°04'00" West, 130.38 feet; thence North 37°09'34" West, 137.30 feet; thence North 48°46'39" West, 172.70 feet; thence North 54°58'05" West, 234.81 feet; thence North 88°10'43" East, 265.94 feet; thence North 83°53'17" East, 85.44 feet; thence North 71°05'50" East, 111.02 feet; thence North 70°04'20" East, 110.77 feet; thence North 63°39'34" East, 350.01 feet; thence North 66°30'43" East, 90.14 feet; thence North 70°49'40" East, 191.64 feet; thence North 44°53'49" East, 79.06 feet; thence North 44°02'31 East, 105.95 feet; thence North 13°13'48" East, 397.56 feet; thence North 20°37'22" East, 176.92 feet; thence North 48°35'18" East, 98.23 feet; thence North 68°44'09" East, 371.65 feet; thence North 61°21'26" East, 145.09 feet; thence North 89°53'49" East, 67.08 feet; thence South 44°32'48" East, 162.86 feet; thence South 54°55'55" East, 105.59 feet; thence South 72°41'50" East, 118.11 feet; thence South 85°03'38" East, 152.64 feet; thence North 78°27'22" East, 191.64 feet; thence South 78°57'07" East, 94.81 feet; thence South 46°12'17" East, 65.79 feet to the POINT OF BEGINNING.

Argyle Forest 4-16  
4-11-94

# MAP SHOWING

A PORTION OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA.  
(SEE LEGAL ATTACHED)



**NOTES:**

1. Bearings are based on *South right of way line Collins Rd. (N. 09° 29' 21\"*
2. This is a *SKETCH* survey.
3. Elevations shown thus (15.0) refer to N.G.V.D. of 1929.
4. Subject property lies within Zone \_\_\_\_\_ as shown on F.I.A. Flood Hazard Boundary Map \_\_\_\_\_, Community No. \_\_\_\_\_, dated \_\_\_\_\_.
5. Unless otherwise noted, any portion of the subject parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

**LEGEND**

- DENOTES CONCRETE MONUMENT
- DENOTES FENCE
- DENOTES IRON PIPE SET 30+0
- DENOTES IRON PILE FOUND
- ✕ DENOTES CROSS CUT

DATE *30 MAR 99*

SCALE *1"=100'*

JOB NO. *2019A-B*

**Richard A. Miller & Associates, Inc.**

Professional Land Surveyors  
6701 Branch Blvd., Suite #200  
Jacksonville, Florida 32216  
(904) 721-1226

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYING, PURSUANT TO SECTION 402.07, FLORIDA STATUTES

*Richard A. Miller*

RICHARD A. MILLER, P.L.S. CERT. NO. 3848

CONSERVATION EASEMENT

A portion of the Northeast 1/4 of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Northwest corner of said Northeast 1/4 of Section 33; thence South 00°57'35" West along the Westerly line of said Northeast 1/4, a distance of 40.00 feet to a point situate in the Southerly right of way line of Collins Road (an 80 foot right of way as now established); thence North 89°29'21" East along said Southerly right of way line, 120.00 feet for a POINT OF BEGINNING; thence continue North 89°29'21" East along said Southerly right of way line, 623.15 feet; thence South 07°39'59" West, 47.91 feet; thence South 31°40'16" West, 53.67 feet; thence South 28°39'53" West, 42.44 feet; thence South 28°31'56" West, 41.12 feet; thence South 33°58'31" West, 48.83 feet; thence South 28°47'07" West, 49.67 feet; thence South 11°27'06" West, 47.13 feet; thence South 73°49'42" West, 45.59 feet; thence North 80°14'58" West, 44.31 feet; thence South 82°51'26" West, 42.48 feet; thence South 74°54'44" West, 73.15 feet; thence North 78°11'43" West, 94.17 feet; thence North 36°08'31" West, 61.65 feet; thence North 30°31'11" West, 49.69 feet; thence North 26°17'20" West, 39.41 feet; thence North 22°12'22" West, 54.63 feet; thence North 36°24'22" West, 38.61 feet; thence North 37°05'53" West, 33.95 feet; thence North 44°34'42" West, 35.45 feet; thence North 58°22'42" West, 30.10 feet; thence North 04°45'38" West, 23.83 feet to the POINT OF BEGINNING.

94-0092494  
 FILED AND RECORDED  
 IN PUBLIC RECORDS  
 OF DUVAL COUNTY FLA.

Argyle Forest U-16  
 4-11-94

94 JUN 26 PM 3:11  
 RECORDED & INDEXED  
 J. H. [Signature]  
 CLERK OF CIRCUIT COURT