

THIS INSTRUMENT WAS PREPARED BY:
RECORD AND RETURN TO:

William E. Scheu, Esq.
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

RE ID No. _____

Doc# 2001017030
Book: 9861
Pages: 1473 - 1482
Filed & Recorded
01/23/2001 03:43:55 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 5.50
DEED DOC STAMP \$ 0.70
RECORDING \$ 41.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 16th day of January, 2001, by CHIMNEY LAKES INVESTMENT COMPANY, a Florida corporation, having an address at 2021 Art Museum Drive, # 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 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple four parcels of land in Duval County, Florida, identified as Conservation Easement 1, Conservation Easement 2, Conservation Easement 3 and Conservation Easement 4, and legally described as such in Exhibit "A" attached hereto and incorporated herein (collectively the "Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-031-64986-1 issued by Grantee; 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 Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over each of the parcels constituting the Property, as described in Exhibit "A", of the nature and character and to the extent hereinafter set forth (each being a "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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:

10

- a. Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- 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.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a 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.
- 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 such retention of land or water areas.
- h. 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.

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. 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 person or property of third parties which may occur on the Property arising from Grantor's ownership of 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 or to persons 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 inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

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

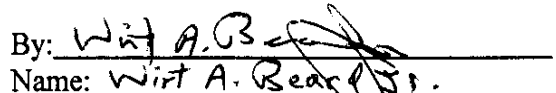
Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:

CHIMNEY LAKES INVESTMENT
COMPANY, a Florida corporation



Name: JAMES M. CRAIG

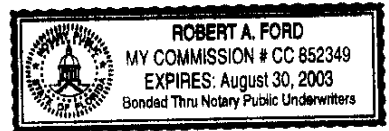

Name: Robert A. Fox

By: 
Name: Wirt A. Beard
President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of January,
2001, by W. A. Row Jr., who is personally known to me or ~~presented~~
as identification.


Name: _____
Notary Public, State of Florida
My Commission Expires:



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, First Union National Bank ("First Union"), the mortgagee under that certain Mortgage dated January 20, 2000, recorded in Official Records Book 9527, Page 481 of the public records of Duval County, Florida, as previously modified pursuant to First Mortgage Modification Agreement and Notice of Future Advance dated November 28, 2000, and recorded in Official Records Book 9817, Page 2200 of said records, and First Union as the secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 9527, Page 502 of said records, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien and UCC-1 Financing Statement encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 17th day of January, 2001.

Witnesses:

[Signature]
Name: Hart James

[Signature]
Name: Christa B. Wood

FIRST UNION NATIONAL BANK
a national banking association

By: [Signature]
Name: Susan S. Beaugrand
Title: Vice President

"Mortgagee"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of January, 2001, by Susan B. Beaugrand, as Vice President of FIRST UNION NATIONAL BANK, a national banking association, who is personally known to me or ~~produced~~ as identification.

[Signature]
Name: _____
Notary Public, State of Florida
My Commission Expires _____
Serial No.: _____



SUSAN G. MOORE
COMMISSION #CC 804751
Commission Expires Jan. 26, 2003
BONDED THROUGH CECIL W. POWELL CO.

Exhibit "A"
(The Property)

CONSERVATION EASEMENT NO. 1:

Book 9861 Page 147B

A portion of the Southeast $\frac{1}{4}$ of Section 32, and the Southwest $\frac{1}{4}$ of Section 33, both in Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of Lot 61, as shown on the plat of Argyle Forest Chimney Lakes Unit 7-B, as recorded in Plat Book 47, Pages 16, 16A, 16B, 16C and 16D of the Current Public Records of said County, said point being situate in the South line of said Southwest $\frac{1}{4}$ of Section 33; thence South $89^{\circ}49'34''$ West, along said South line of the Southwest $\frac{1}{4}$ a distance of 1,331.73 feet; thence North $12^{\circ}11'30''$ West, a distance of 44.78 feet; thence North $16^{\circ}44'38''$ East, a distance of 74.77 feet; thence North $66^{\circ}20'30''$ West, a distance of 24.46 feet; thence South $78^{\circ}12'51''$ West, a distance of 50.81 feet; thence North $32^{\circ}48'15''$ West, 53.03 feet; thence North $52^{\circ}53'42''$ West, a distance of 76.36 feet; thence North $38^{\circ}09'53''$ West, a distance of 65.16 feet; thence North $20^{\circ}43'20''$ East, a distance of 53.75 feet; thence North $54^{\circ}04'00''$ West, a distance of 144.29 feet; thence North $65^{\circ}48'20''$ West, a distance of 84.38 feet; thence North $58^{\circ}46'31''$ West, a distance of 32.19 feet; thence North $67^{\circ}28'36''$ West, a distance of 63.29 feet; thence North $28^{\circ}07'47''$ West, a distance of 30.86 feet; thence North $51^{\circ}11'33''$ West, a distance of 33.12 feet; thence North $00^{\circ}32'39''$ West, a distance of 17.79 feet; thence North $77^{\circ}33'46''$ West, a distance of 12.59 feet; thence South $86^{\circ}33'54''$ West, a distance of 43.38 feet; thence North $63^{\circ}56'18''$ West, a distance of 39.93 feet; thence North $54^{\circ}38'23''$ West, a distance of 73.91 feet; thence North $46^{\circ}30'17''$ West, a distance of 41.15 feet; thence North $33^{\circ}10'46''$ West, a distance of 48.22 feet; thence North $47^{\circ}00'36''$ West, a distance of 38.81 feet; thence North $42^{\circ}17'02''$ West, a distance of 64.64 feet; thence North $71^{\circ}08'42''$ West, a distance of 40.45 feet; thence North $67^{\circ}32'47''$ West, a distance of 40.42 feet; thence North $46^{\circ}06'29''$ West, a distance of 29.08 feet; thence North $49^{\circ}57'38''$ West, a distance of 35.58 feet; thence North $84^{\circ}46'02''$ West, a distance of 50.59 feet; thence North $84^{\circ}42'37''$ West, a distance of 44.29 feet; thence North $59^{\circ}16'33''$ West, a distance of 64.23 feet; thence North $89^{\circ}07'21''$ West, a distance of 99.11 feet; thence North $71^{\circ}28'12''$ West, a distance of 82.50 feet; thence North $10^{\circ}39'37''$ East, a distance of 58.39 feet; thence North $35^{\circ}32'33''$ East, a distance of 80.24 feet; thence South $68^{\circ}23'06''$ East, a distance of 60.87 feet; thence North $49^{\circ}26'28''$ East, a distance of 48.61 feet; thence North $78^{\circ}28'08''$ East, a distance of 53.18 feet; thence South $66^{\circ}56'31''$ East, a distance of 68.51 feet; thence South $83^{\circ}53'18''$ East, a distance of 57.85 feet; thence North $75^{\circ}12'43''$ East, a distance of 85.43 feet; thence South $68^{\circ}14'29''$ East, a distance of 49.70 feet; thence South $77^{\circ}13'09''$ East, a distance of 46.84 feet; thence South $87^{\circ}53'15''$ East, a distance of 70.74 feet; thence South $75^{\circ}13'22''$ East, a distance of 28.17 feet; thence South $57^{\circ}54'23''$ East, a distance of 42.55 feet; thence South $66^{\circ}43'37''$ East, a distance of 46.55 feet; thence South $56^{\circ}19'47''$ East, a distance of 45.99 feet; thence North $74^{\circ}41'58''$ East, a distance of 40.25 feet; thence South $72^{\circ}33'26''$ East, a distance of 50.93 feet; thence South $32^{\circ}00'52''$ East, a distance of 21.09 feet; thence South $22^{\circ}27'06''$ East, 60.19 feet; thence South $03^{\circ}16'36''$ East, 77.99 feet; thence South $12^{\circ}00'45''$ East, a distance of 20.22 feet; thence South $42^{\circ}18'42''$ East, a distance of 23.88 feet; thence South $48^{\circ}11'59''$ East, a distance of 35.58 feet; thence South $80^{\circ}16'08''$ East, a distance of 41.60 feet; thence South $56^{\circ}58'28''$ East, a distance of 121.03 feet; thence South

(One of Four Parcels)

61°40'10" East, a distance of 64.67 feet; thence South 37°06'51" East, a distance of 104.66 feet; thence South 23°50'46" East, a distance of 44.45 feet; thence South 69°12'42" East, a distance of 91.22 feet; thence South 73°16'03" East, a distance of 110.47 feet; thence South 63°16'46" East, a distance of 70.84 feet; thence South 23°27'00" East, a distance of 86.46 feet; thence South 60°31'16" East, a distance of 55.12 feet; thence South 71°23'48" East, a distance of 102.68 feet; thence South 15°41'26" East, a distance of 86.00 feet; thence South 63°00'49" East, a distance of 63.88 feet; thence South 22°40'30" East, a distance of 19.65 feet; thence North 77°09'54" East, a distance of 20.04 feet; thence South 82°47'31" East, a distance of 85.24 feet; thence South 88°26'48" East, a distance of 118.76 feet; thence South 09°57'17" East, a distance of 58.25 feet; thence North 82°50'32" East, a distance of 65.54 feet; thence North 67°07'18" East, a distance of 79.81 feet; thence North 84°51'39" East, a distance of 78.41 feet; thence North 86°29'51" East, a distance of 32.63 feet; thence North 70°30'10" East, a distance of 55.36 feet; thence South 82°45'42" East, a distance of 71.28 feet; thence North 62°07'38" East, a distance of 35.12 feet; thence North 62°43'22" East, a distance of 23.17 feet; thence North 83°45'31" East, a distance of 68.11 feet; thence North 17°41'09" East, a distance of 19.33 feet; thence South 66°41'47" East, a distance of 12.37 feet; thence North 19°14'33" East, a distance of 16.09 feet; thence North 23°59'28" East, a distance of 30.32 feet; thence North 51°30'16" East, a distance of 21.66 feet; thence North 19°50'32" East, a distance of 27.08 feet to a point situate in the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 7-B; thence South 20°52'50" East, along said last mentioned line, a distance of 224.66 feet to the POINT OF BEGINNING.

Containing 12.82 acres, more or less.

CONSERVATION EASEMENT NO. 2:

A portion of the Southwest $\frac{1}{4}$ of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 61, as shown on the plat of Argyle Forest Chimney Lakes Unit 7-B, as recorded in Plat Book 47, Pages 16, 16A, 16B, 16C and 16D, of the Current Public Records of said County; thence North $20^{\circ}52'50''$ West, along the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 7-B, a distance of 426.04 feet for a POINT OF BEGINNING; thence North $57^{\circ}13'19''$ West, a distance of 2.79 feet; thence North $77^{\circ}39'33''$ West, a distance of 83.35 feet; thence North $72^{\circ}11'24''$ West, a distance of 42.07 feet; thence North $75^{\circ}12'28''$ West, a distance of 29.50 feet; thence South $79^{\circ}40'15''$ West, a distance of 28.05 feet; thence South $69^{\circ}50'28''$ West, a distance of 27.32 feet; thence North $26^{\circ}53'17''$ West, a distance of 30.61 feet; thence South $52^{\circ}47'37''$ West, a distance of 16.59 feet; thence South $42^{\circ}47'48''$ West, a distance of 21.03 feet; thence South $76^{\circ}38'42''$ West, a distance of 32.21 feet; thence North $39^{\circ}09'07''$ West, a distance of 32.32 feet; thence North $36^{\circ}19'49''$ West, a distance of 32.42 feet; thence North $01^{\circ}14'27''$ East, a distance of 69.03 feet; thence North $31^{\circ}59'50''$ West, a distance of 53.48 feet; thence North $06^{\circ}24'31''$ West, a distance of 75.85 feet; thence North $02^{\circ}11'18''$ East, a distance of 42.97 feet; thence North $21^{\circ}10'00''$ East, a distance of 76.66 feet; thence North $30^{\circ}42'06''$ East, a distance of 30.14 feet; thence North $57^{\circ}27'38''$ East, a distance of 56.23 feet; thence North $41^{\circ}50'29''$ East, a distance of 34.06 feet to a point situate in said Westerly boundary of Argyle Forest Chimney Lakes Unit 7-B; thence South $39^{\circ}51'19''$ East, along said Westerly boundary line, a distance of 184.47 feet to an angle point in said boundary line; thence South $20^{\circ}52'50''$ East, continuing along said Westerly boundary line, a distance of 337.09 feet to the POINT OF BEGINNING.

Containing 2.18 acres, more or less.

(Two of Four Parcels)

CONSERVATION EASEMENT NO. 3:

A portion of the Southwest $\frac{1}{4}$ of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 61, as shown on the plat of Argyle Forest Chimney Lakes Unit 7-B, as recorded in Plat Book 47, Pages 16, 16A, 16B, 16C and 16D, of the Current Public Records of said County; thence North $20^{\circ}52'50''$ West, along the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 7-B, a distance of 763.13 feet to an angle point in said boundary line; thence North $39^{\circ}51'19''$ West, a distance of 249.95 feet to an angle point said Westerly boundary line; thence South $76^{\circ}40'08''$ West, departing from said Westerly boundary line, a distance of 406.82 feet for a POINT OF BEGINNING; thence South $19^{\circ}44'16''$ East, a distance of 50.69 feet; thence South $53^{\circ}44'04''$ East, a distance of 88.22 feet; thence South $36^{\circ}06'29''$ East, a distance of 70.19 feet; thence South $36^{\circ}13'56''$ East, a distance of 53.58 feet; thence South $13^{\circ}24'34''$ East, a distance of 25.49 feet; thence South $52^{\circ}39'10''$ East, a distance of 121.05 feet; thence South $42^{\circ}42'07''$ East, a distance of 33.22 feet; thence South $07^{\circ}38'32''$ West, a distance of 31.20 feet; thence South $02^{\circ}56'36''$ West, a distance of 42.69 feet; thence South $25^{\circ}35'20''$ East, a distance of 59.08 feet; thence South $53^{\circ}56'27''$ West, a distance of 71.52 feet; thence South $84^{\circ}47'49''$ West, a distance of 39.22 feet; thence North $53^{\circ}06'08''$ West, a distance of 18.11 feet; thence South $67^{\circ}46'58''$ West, a distance of 43.84 feet; thence North $75^{\circ}17'20''$ West, a distance of 51.60 feet; thence North $47^{\circ}51'02''$ West, a distance of 34.09 feet; thence North $56^{\circ}17'25''$ West, a distance of 30.77 feet; thence North $54^{\circ}49'58''$ West, a distance of 110.23 feet; thence North $27^{\circ}54'51''$ West, a distance of 119.21 feet; thence North $11^{\circ}24'56''$ West, a distance of 96.42 feet; thence North $05^{\circ}50'50''$ East, a distance of 82.97 feet; thence North $35^{\circ}14'53''$ East, a distance of 143.18 feet; thence South $54^{\circ}45'07''$ East, a distance of 26.35 feet to the POINT OF BEGINNING.

Containing 2.73 acres, more or less.

(Three of Four Parcels)

CONSERVATION EASEMENT NO. 4:

A portion of the Southwest $\frac{1}{4}$ of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 26, as shown on the plat of Argyle Forest Chimney Lakes Unit 15, as recorded in Plat Book 46, Pages 92, 92A, 92B, 92C and 92D, of the Current Public Records of said County; thence North $10^{\circ}34'47''$ East, along the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 15, a distance of 136.11 feet for a POINT OF BEGINNING; thence North $44^{\circ}31'16''$ West, departing from said Westerly boundary line, a distance of 108.56 feet; thence North $52^{\circ}44'53''$ West, a distance of 26.81 feet; thence North $07^{\circ}32'52''$ West, a distance of 52.55 feet; thence North $19^{\circ}20'49''$ West, a distance of 50.21 feet; thence North $23^{\circ}38'07''$ West, a distance of 56.77 feet; thence North $02^{\circ}08'35''$ West, a distance of 32.44 feet; thence South $89^{\circ}41'09''$ West, a distance of 42.86 feet; thence North $57^{\circ}49'28''$ West, a distance of 17.43 feet; thence South $48^{\circ}40'37''$ West, a distance of 41.36 feet; thence North $20^{\circ}36'15''$ West, a distance of 129.51 feet; thence North $17^{\circ}39'25''$ West, a distance of 46.27 feet; thence North $12^{\circ}48'40''$ East, a distance of 117.21 feet; thence North $47^{\circ}27'23''$ East, a distance of 75.83 feet; thence North $52^{\circ}55'47''$ East, a distance of 80.04 feet; thence North $24^{\circ}46'39''$ East, a distance of 93.48 feet; thence North $49^{\circ}41'04''$ East, a distance of 79.59 feet; thence North $14^{\circ}51'27''$ East, a distance of 48.34 feet; thence North $36^{\circ}27'29''$ East, a distance of 44.48 feet; thence North $45^{\circ}11'29''$ East, a distance of 59.76 feet; thence North $65^{\circ}16'55''$ East, a distance of 88.57 feet; thence South $89^{\circ}35'20''$ East, a distance of 60.80 feet to a point situate in said Westerly boundary line of Argyle Forest Chimney Lakes Unit 15; thence South $10^{\circ}34'47''$ West, along said last mentioned line, a distance of 952.15 feet to the POINT OF BEGINNING.

Containing 4.94 acres, more or less.

(Four of Four Parcels)