

Return recorded copy to:
Chimney Lakes Investment Company
2021 Art Museum Drive, Suite 210
Jacksonville, Fl. 32207

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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 5.00
DEED DOC STAMP \$ 0.70
RECORDING \$ 37.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 29 day of FEBRUARY, 2001 by Chimney Lakes Investment Company having an address at 2021 Art Museum Drive, Suite 210, Jacksonville, Fl. 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 certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property")

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-031-0165EM2 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

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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 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.

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) 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

Signature: Karen Baer

Signature: Wirt A. Beard, Jr.
Wirt A. Beard, Jr.

Printed Name: Karen Baer

Signature: [Handwritten Signature]

Printed Name: JAMES SCHNEIDER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 2001, by Wirt A. Beard, Jr., President of Chimney Lakes Investment Company, who did not take an oath.

Bonnie H Redlinger
Notary Public, State of Florida
at Large.



Bonnie H Redlinger
My Commission CC954986
Expires August 28, 2004

My Commission Expires:

Serial No. CC 954986

Personally known OR produced identification . Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, First Union National Bank (mortgagee), the mortgagee under that certain mortgage dated January 20, 2000 and recorded at Official Records Book 9527, page 481, of Duval County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien 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 14th day of December, 2000

Witnesses:

Lorrain M. Cross
Name: Lorrain M. Cross

Shirley Jones
Name: Shirley Jones

Mortgagee

BY: Susan S. Beauprand
Name: Susan S. Beauprand
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by SUSAN S. BEAUPRAND, who did not take an oath.

Susan G. Moore
Notary Public, State of Florida
at Large.

My Commission Expires



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

Serial No. _____

Personally known OR produced identification _____ Identification produced _____

EXHIBIT "A"

ARGYLE FOREST

CONSERVATION EASEMENT NO. 1:

A portion of Tracts 3, 4, 5, 6, 12, 13 and 14, Block 1, Jacksonville Heights, Section 32, Township 3 South, Range 25 East, as recorded in Plat Book 5, Page 93 of the Current Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 32; thence North $89^{\circ}45'26''$ East, along the North line of said Section 32, a distance of 704.35 feet to its intersection with the centerline of Old Middleburg Road (a 100 foot right of way as presently established); thence South $15^{\circ}30'49''$ West, along said centerline, 592.41 feet; thence South $74^{\circ}29'11''$ East, 420.86 feet to the POINT OF BEGINNING; thence North $48^{\circ}01'47''$ West, 46.83 feet; thence North $07^{\circ}56'12''$ East, 64.04 feet; thence North $41^{\circ}27'53''$ East, 92.21 feet; thence North $34^{\circ}56'05''$ East, 81.40 feet; thence North $12^{\circ}23'04''$ East, 40.44 feet; thence North $58^{\circ}20'23''$ East, 52.79 feet; thence North $22^{\circ}00'11''$ East, 45.58 feet; thence North $41^{\circ}58'15''$ West, 30.18 feet; thence North $19^{\circ}37'32''$ East, 55.13 feet; thence North $41^{\circ}53'53''$ West, 57.18 feet; thence North $57^{\circ}15'12''$ West, 48.80 feet; thence South $89^{\circ}54'43''$ West, 62.00 feet; thence North $61^{\circ}47'18''$ West, 47.21 feet; thence North $33^{\circ}37'24''$ West, 47.26 feet; thence North $01^{\circ}17'42''$ East, 69.27 feet; thence North $89^{\circ}45'26''$ East, 397.92 feet; thence South $40^{\circ}25'06''$ East, 26.77 feet; thence South $65^{\circ}23'12''$ East, 82.07 feet; thence South $77^{\circ}29'20''$ East, 80.67 feet; thence North $34^{\circ}54'35''$ East, 76.58 feet; thence North $75^{\circ}36'55''$ East, 41.53 feet; thence North $89^{\circ}45'26''$ East, 69.17 feet; thence South $77^{\circ}13'06''$ East, 84.06 feet; thence North $82^{\circ}38'11''$ East, 71.67 feet; thence South $71^{\circ}18'30''$ East, 35.01 feet; thence South $08^{\circ}41'37''$ West, 68.49 feet; thence South $29^{\circ}58'21''$ West, 82.14 feet; thence South $65^{\circ}00'40''$ East, 74.58 feet; thence South $87^{\circ}20'04''$ West, 71.81 feet; thence South $45^{\circ}46'33''$ West, 91.68 feet; thence South $53^{\circ}13'40''$ West, 63.04 feet; thence South $32^{\circ}08'42''$ East, 121.21 feet; thence South $46^{\circ}56'42''$ East, 87.10 feet; thence South $18^{\circ}47'15''$ East, 162.01 feet; thence South $02^{\circ}06'45''$ East, 86.65 feet; thence South $13^{\circ}48'02''$ West, 71.68 feet; thence South $00^{\circ}27'37''$ East, 86.26 feet; thence South $38^{\circ}25'24''$ West, 124.81 feet; thence South $15^{\circ}17'55''$ East, 17.32 feet; thence South $41^{\circ}35'51''$ East, 43.49 feet; thence South $32^{\circ}57'01''$ East, 47.38 feet; thence South $10^{\circ}43'52''$ West, 51.31 feet; thence South $71^{\circ}35'30''$ West, 36.88 feet; thence South $25^{\circ}38'33''$ West, 57.11 feet; thence South $70^{\circ}56'27''$ West, 32.91 feet; thence South $18^{\circ}58'03''$ East, 48.10 feet; thence South $01^{\circ}17'40''$ West, 85.07 feet; thence South $33^{\circ}24'17''$ East, 106.81 feet; thence South

EXHIBIT "A"

ARGYLE FOREST

Page Two

62°32'49" East, 105.39 feet; thence South 11°41'20" East, 28.60 feet; thence South 23°16'48" West, 169.27 feet; thence south 43°31'19" West, 70.77 feet; thence South 72°40'58" West, 71.06 feet; thence South 62°59'22" West, 153.20 feet; thence North 40°02'15" West, 233.45 feet; thence North 03°26'52" East, 153.71 feet; thence North 45°20'56" East, 80.77 feet; thence North 35°32'22" East, 98.66 feet; thence North 04°18'41" East, 60.51 feet; thence North 28°21'32" East, 36.18 feet; thence North 02°08'29" East, 105.20 feet; thence South 77°46'11" West, 49.47 feet; thence North 52°17'28" West, 54.31 feet; thence North 34°23'26" West, 52.48 feet; thence North 49°00'55" West, 71.95 feet; thence North 46°25'46" West, 91.36 feet; thence North 37°01'11" West, 59.67 feet; thence North 81°52'19" West, 66.08 feet; thence North 33°48'14" West, 132.22 feet; thence North 12°55'53" West, 56.76 feet; thence North 48°01'47" West, 20.42 feet to the POINT OF BEGINNING.

Containing 18.11 acres, more or less.

ARGYLE FOREST

CONSERVATION EASEMENT NO. 2:

A portion of Tracts 9, 10, 11 and 12, Block 1, Jacksonville Heights, Section 32, Township 3 South, Range 25 East, as recorded in Plat Book 5, Page 93 of the Current Public Records of Duval County, Florida, together with a portion of the Southeast $\frac{1}{4}$ of Section 32, Township 3 South, Range 25 East, all being more particularly described as follows: COMMENCE at the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 32; thence North 89°45'26" East, along the North line of said Section 32, a distance of 704.35 feet to its intersection with the centerline of Old Middleburg Road (a 100 foot right of way as presently established); thence South 15°30'49" West, along said centerline, 1,720.07 feet; thence South 74°29'11" East, 442.12 feet to the POINT OF BEGINNING; thence North 30°59'32" East, 112.54 feet; thence North 72°25'17" East, 88.90 feet; thence North 88°21'32" East, 149.59 feet; thence South 58°58'32" East, 120.97 feet; thence South 44°10'45" East, 119.78 feet; thence South 39°16'42" East, 125.34 feet; thence South 37°14'48" East, 54.05 feet; thence South 02°56'22" West, 107.10 feet; thence South 04°52'46"

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ARGYLE FOREST

Page Three

West, 58.62 feet; thence South 20°02'03" West, 63.13 feet; thence South 39°24'30" West, 85.50 feet; thence South 00°39'55" West, 109.10 feet; thence South 50°59'02" West, 91.46 feet; thence South 01°29'43" East, 92.36 feet; thence South 20°43'47" West, 84.12 feet; thence South 41°30'48" West, 99.44 feet; thence South 33°05'08" West, 79.28 feet; thence South 22°39'32" West, 119.75 feet; thence South 29°59'11" West, 131.60 feet; thence North 80°18'49" West, 264.14 feet; thence North 14°58'42" West, 79.18 feet; thence North 15°20'24" West, 95.58 feet; thence North 08°07'35" West, 100.93 feet; thence North 31°07'21" West, 86.59 feet; thence North 05°52'53" West, 101.70 feet; thence North 28°53'27" East, 155.99 feet; thence North 05°28'02" East, 163.52 feet; thence North 25°07'05" East, 73.91 feet; thence North 15°40'25" East, 65.73 feet; thence North 12°46'15" West, 109.33 feet; thence North 30°06'48" East, 150.24 feet to the POINT OF BEGINNING.

Containing 15.38 acres, more or less.