

Book 11754 Pa

led copy to:
as Investment Company
um Drive, Suite 210
Fl. 32207

Doc# 2004124779
Book: 11754
Pages: 649 - 657
Filed & Recorded
04/15/2004 02:47:31 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 37.00
TRUST FUND \$ 5.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 9th day of FEBRUARY, 2004 by Chimney Lakes Investment Company having an address at 2021 Art Museum Drive, Suite 210, Jacksonville, Fl. 32207 and Watermill Townhomes, LLC having an address at P. O. Box 7779. Jacksonville, Fl. 32210 ("Grantors"), 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" and "B" attached hereto and incorporated by this reference as (the "Property")

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-031-64986-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; 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

9

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: Catherine Smith

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

Print Name: Catherine Smith

Signature: James Schneider

Print Name: JAMES SCHNEIDER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of Feb., 2004, by Wirt A. Beard, Jr., President of Chimney Lakes Investment Company, who did not take an oath.



Karen Baez
Notary Public, State of Florida
at Large.

My Commission Expires:

6/26/04
Serial No. _____

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:

Watermill Townhomes, LLC

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]
William B. Towers, Jr.

Print Name: Realinda Crawford

Signature: Elizabeth F. Towers

Print Name: Elizabeth F. Towers

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of February, 2004, by William B. Towers, Jr., President of TWT Development Corporation, its Sole Member and Manager of Watermill Townhomes, LLC who did not take an oath.

[Handwritten Signature: Dianne Williamson]

Notary Public, State of Florida
at Large.

DIANNE WILLIAMSON
Notary Public, State of Florida
My comm. exp. Mar. 30, 2004
Comm. No. CC923744

My Commission Expires:

Serial No. _____

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SUNTRUST BANK (mortgagee), the mortgagee under that certain ^{MORTGAGE, SECURITY AGREEMENT - FINANCING STATEMENT} (title of mortgage document) dated Oct 30, 2003 and recorded at Official Records Book 1163 page 87, of DUVAL County, Florida, (if any assignments, specify) 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 9 day of FEBRUARY, 2004.

Witnesses:

Kathleen M Edwards
Name: KATHLEEN M EDWARDS

Rebecca B. Patel
Name: Rebecca B. Patel

Mortgagee

BY: [Signature]
Name: LYNN E. VERMILYA
Title: FIRST VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 2004, by LYNN E VERMILYA, who did not take an oath.

[Signature]
Notary Public, State of Florida
at Large.



My Commission Expires: _____

Serial No. _____

Personally known ✓ OR produced identification _____. Identification produced _____

MAP SHOWING SKETCH OF PORTIONS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUAL COUNTY, FLORIDA

OLD MIDDLEBURG ROAD
 (Per survey by Robert M. Angas, Inc., Dated Sept. 11, 2000, File No. 115E-08)

WETLANDS

CONSERVATION EASEMENT NO. 10-D
 14,9581 ACRES±

UNPLATTED AREA OF SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST

UNPLATTED AREA OF SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST

SHEET 1 OF 2

POINT OF COMMENCEMENT

POINT OF BEGINNING

SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST

SECTION 33

SECTION 34

SECTION 35

SECTION 36

SECTION 37

SECTION 38

SECTION 39

SECTION 40

SECTION 41

SECTION 42

SECTION 43

SECTION 44

SECTION 45

SECTION 46

SECTION 47

SECTION 48

SECTION 49

SECTION 50

SECTION 51

SECTION 52

SECTION 53

SECTION 54

SECTION 55

SECTION 56

SECTION 57

SECTION 58

SECTION 59

SECTION 60

SECTION 61

SECTION 62

SECTION 63

SECTION 64

SECTION 65

SECTION 66

SECTION 67

SECTION 68

SECTION 69

SECTION 70

SECTION 71

SECTION 72

SECTION 73

SECTION 74

SECTION 75

SECTION 76

SECTION 77

SECTION 78

SECTION 79

SECTION 80

SECTION 81

SECTION 82

SECTION 83

SECTION 84

SECTION 85

SECTION 86

SECTION 87

SECTION 88

SECTION 89

SECTION 90

SECTION 91

SECTION 92

SECTION 93

SECTION 94

SECTION 95

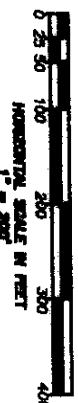
SECTION 96

SECTION 97

SECTION 98

SECTION 99

SECTION 100



LINE	DIRECTION	DISTANCE
L1	S76°22'01"W	75.84'
L2	S13°27'41"W	37.32'
L3	S8°50'52"W	77.70'
L4	S48°08'30"W	72.88'
L5	S88°36'42"W	158.33'
L6	N15°28'14"W	144.47'
L7	N04°02'27"W	83.34'
L8	N03°58'07"E	90.02'
L9	N7°28'18"W	98.28'
L10	N26°31'48"W	113.02'
L11	N41°17'27"W	87.32'
L12	S88°04'51"W	98.85'
L13	S88°02'56"W	72.40'
L14	S20°20'40"E	35.48'
L15	S60°51'16"W	44.12'
L16	N8°27'18"W	30.33'
L17	S80°51'18"W	51.28'
L18	N56°18'28"W	149.25'
L19	N08°14'36"W	78.13'
L20	N54°24'55"W	72.75'
L21	N14°58'12"E	128.07'
L22	N35°38'42"W	21.81'
L23	N27°42'11"W	68.03'
L24	N02°36'41"W	74.71'
L25	N28°46'27"E	88.88'
L26	N24°02'31"E	53.68'
L27	N35°17'08"E	78.08'
L28	N72°20'38"E	112.42'
L29	N40°52'08"E	67.73'
L30	N88°47'28"E	149.26'
L31	S45°35'25"E	89.88'
L32	S78°18'48"E	118.06'
L33	S37°44'53"E	130.14'
L34	S24°00'28"E	164.87'
L35	S18°33'07"E	138.50'
L36	N41°47'55"E	159.07'
L37	N74°01'37"W	160.87'
L38	S34°14'32"E	168.87'
L39	S18°31'58"W	83.80'
L40	S01°20'38"E	128.54'
L41	S21°10'02"W	102.32'
L42	S06°48'46"E	80.66'

Revised map and description Nov. 20, 2003 (2001-2663-7)

RICHARD A. MILLER & ASSOCIATES

REGISTERED PROFESSIONAL SURVEYOR

NO. 0001251-0000

FLORIDA

DATE: 11-20-03

SCALE: AS SHOWN

PROJECT: CONSERVATION EASEMENT NO. 10-D

SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST

DUAL COUNTY, FLORIDA

1001 E. UNIVERSITY BLVD., SUITE 200, GAITHERSBURG, MD 20878

TEL: (301) 251-1200

FAX: (301) 251-1201

WWW: WWW.RAMILLER.COM

**MAP SHOWING SKETCH OF
PORTIONS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4
OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 25 EAST,
DUVAL COUNTY, FLORIDA**

CONSERVATION EASEMENT NO. 10-D:

A portion of the Southeast 1/4 and a portion of the Southwest 1/4 of Section 32, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Section 32; thence North 69°40'20" West, 2,135.97 feet to the POINT OF BEGINNING; thence South 76°27'01" West, 75.84 feet; thence South 13°27'41" West, 37.32 feet; thence South 35°50'52" West, 77.70 feet; thence South 49°06'30" West, 72.89 feet; thence South 68°56'42" West, 158.33 feet; thence North 15°28'14" West, 144.47 feet; thence North 04°07'27" West, 93.34 feet; thence North 03°59'07" East, 90.02 feet; thence North 77°29'18" West, 99.28 feet; thence North 28°31'49" West, 113.02 feet; thence North 41°17'27" West, 87.32 feet; thence South 89°04'10" West, 99.85 feet; thence South 69°07'56" West, 72.40 feet; thence South 20°20'40" East, 35.48 feet; thence South 60°51'16" West, 44.12 feet; thence North 62°17'19" West, 30.33 feet; thence South 60°51'16" West, 51.26 feet; thence North 56°16'29" West, 149.25 feet; thence North 06°14'36" West, 76.13 feet; thence North 54°24'55" West, 72.75 feet; thence North 14°59'12" East, 129.07 feet; thence North 35°36'42" West, 21.91 feet; thence North 27°42'11" West, 68.03 feet; thence North 02°36'41" West, 74.71 feet; thence North 20°46'27" East, 95.69 feet; thence North 35°12'09" East, 76.09 feet; thence North 74°20'35" East, 112.42 feet; thence North 40°52'09" East, 67.73 feet; thence North 84°47'49" East, 140.26 feet; thence South 45°55'25" East, 98.66 feet; thence South 26°19'48" East, 116.06 feet; thence South 33°44'53" East, 130.14 feet; thence South 23°06'29" East, 164.67 feet; thence South 69°33'07" East, 135.50 feet; thence North 41°47'53" East, 100.07 feet; thence South 74°01'37" East, 160.67 feet; thence South 34°14'32" East, 168.87 feet; thence South 16°31'49" West, 83.60 feet; thence South 01°20'39" East, 125.54 feet; thence South 21°10'02" West, 102.32 feet; thence South 06°49'46" East, 80.66 feet to the POINT OF BEGINNING.

Containing 14.9581 acres, more or less.

Book 11754 Page 657

RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
Fax (904) 721-5758
Tele. (904) 721-1226

DATE	4-9-2003
SCALE	1" = 200'
JOB No.	2000-1155-7
F.B.	N/A
page	N/A
Comp. File	CON_4.dwg
Drawn by	JSA