

THIS INSTRUMENT WAS PREPARED BY:

William E. Scheu, Esq.  
Rogers, Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

RECORD AND RETURN TO:  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177

RE ID No. \_\_\_\_\_

### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 12 day of April, 2005, by **WATERMILL, L.L.C.**, a Florida limited liability company, having an address at 414 Old Hard Road, Orange Park, Florida 32003 ("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 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

### WITNESSETH:

WHEREAS, Grantor solely owns in fee simple that certain land located in Duval County, Florida, described as such in Exhibit "A" attached hereto and incorporated herein (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 the parcel constituting the Property, as described in Exhibit "A", 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.


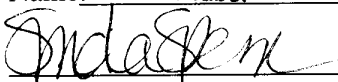
9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

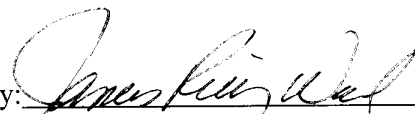
IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

GRANTOR:

**WATERMILL, L.L.C.**, a Florida limited liability company

  
\_\_\_\_\_  
Name: **Ann Tabor**  
  
\_\_\_\_\_  
Name: **Sandra Spencer**

By:   
\_\_\_\_\_  
Name: James Ricky Wood  
Its: Managing Member

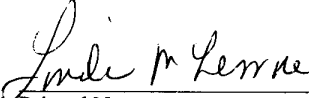
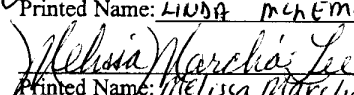


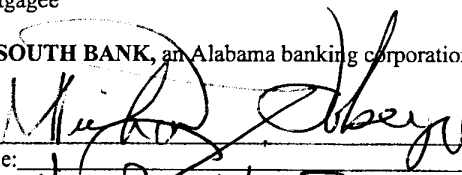
**Consent and Joinder of Mortgagee**

The undersigned, AMSOUTH BANK, an Alabama banking corporation, whose address is 10245 Centurion Parkway, Suite 200, Jacksonville, FL 32256 ("Amsouth"), is the owner and holder of that certain Mortgage recorded in Official Records Book 9861, Page 1501, as re-recorded in Official Records Book 9874, Page 2438, as modified by that certain Note, Mortgage and Assignment Modification Evidencing Renewal Note and Spreading Agreement dated April 29, 2002 and recorded in Official Records Book 10476, Page 1525, as further modified by that certain Second Note, Mortgage and Assignment Modification Evidencing Renewal Note and Spreading Agreement dated as of November 18, 2002 and recorded in Official Records Book 10791, Page 139, as further modified by that certain Third Note, Mortgage and Assignment Modification Evidencing Renewal Note and Spreading Agreement dated as of June 27, 2003 and recorded in Official Records Book 11191, Page 72, and as further modified by that certain Fourth Note, Mortgage and Assignment Modification Evidencing Renewal Note and Spreading Agreement dated as of July 20, 2004 and recorded in Official Records Book 11949, Page 1007, all of the public records of Duval County, Florida (collectively, the "Mortgage"), which Mortgage encumbers the Property under that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated June 19, 2002 and recorded at Official Records Book 10548, page 297, of the public records of Duval County, Florida, hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Conservation Easement).

This Conservation Easement in no way modifies the foregoing Mortgage or Mortgagee's lien priority except, and to the extent of the Property (as described in the foregoing Conservation Easement), as set forth in the foregoing Conservation Easement.

Signed, sealed and delivered  
in the presence of the following witnesses:

  
Printed Name: LINDA McEMORE  
  
Printed Name: Melissa Marchia-Lee

Mortgagee  
AMSOUTH BANK, an Alabama banking corporation  
By:   
Name: \_\_\_\_\_  
Title: Vice President  
**Michael J. Loberger**

## EXHIBIT "A"

CONSERVATION EASEMENT AREA

A portion of the Southeast  $\frac{1}{4}$  of Section 32, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of Lot 17, as shown on the plat of Watermill Unit Eleven, as recorded in Plat Book 56, Pages 71, 71A, 71B, 71C and 71D of the Current Public Records of said County; thence South  $84^{\circ}13'10''$  West, along the Southerly boundary of said Watermill Unit Eleven and a Westerly prolongation thereof, 366.57 feet; thence South  $05^{\circ}46'50''$  East, 110.00 feet; thence South  $84^{\circ}13'10''$  West, 65.38 feet; thence South  $05^{\circ}46'50''$  East, 179.99 feet for a POINT OF BEGINNING; thence North  $84^{\circ}13'11''$  East, 240.00 feet; thence North  $68^{\circ}50'05''$  East, 68.24 feet; thence North  $86^{\circ}03'07''$  East, 89.00 feet; thence North  $81^{\circ}12'07''$  East, 81.98 feet; thence North  $86^{\circ}59'29''$  East, 106.57 feet; thence North  $79^{\circ}53'05''$  East, 39.06 feet; thence North  $68^{\circ}39'16''$  East, 92.83 feet; thence North  $45^{\circ}13'25''$  East, 93.95 feet; thence North  $28^{\circ}41'39''$  East, 120.10 feet; thence South  $84^{\circ}08'56''$  East, 60.41 feet; thence South  $71^{\circ}23'37''$  East, 75.99 feet; thence South  $88^{\circ}35'59''$  East, 58.12 feet; thence South  $68^{\circ}22'22''$  East, 86.65 feet; thence South  $65^{\circ}35'50''$  East, 80.92 feet; thence South  $60^{\circ}13'46''$  East, 74.25 feet; thence South  $68^{\circ}53'28''$  East, 66.84 feet; thence South  $76^{\circ}06'42''$  East, 75.28 feet; thence South  $42^{\circ}46'47''$  East, 36.66 feet; thence South  $35^{\circ}16'10''$  East, 118.44 feet; thence South  $40^{\circ}49'55''$  East, 92.26 feet; thence South  $16^{\circ}23'38''$  East, 58.85 feet; thence South  $40^{\circ}26'43''$  East, 69.42 feet; thence South  $43^{\circ}36'18''$  East, 82.37 feet; thence South  $22^{\circ}42'47''$  East, 46.76 feet to a point situate on the Southerly line of said Section 32; thence South  $89^{\circ}46'06''$  West, along said Southerly line of Section 32, a distance of 1,571.56 feet; thence North  $05^{\circ}46'49''$  West, 128.59 feet; thence North  $46^{\circ}22'37''$  West, 92.20 feet; thence North  $05^{\circ}46'50''$  West, 110.43 feet to the POINT OF BEGINNING.

Containing 14.411 acres, more or less.