

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

Record and return to:
This document was prepared by:
James M. Craig, II, Esq.
Rogers Towers
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 13th day of July, 2005 by Chimney Lakes Investment Company, A Florida Corporation, 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" 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 Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

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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.

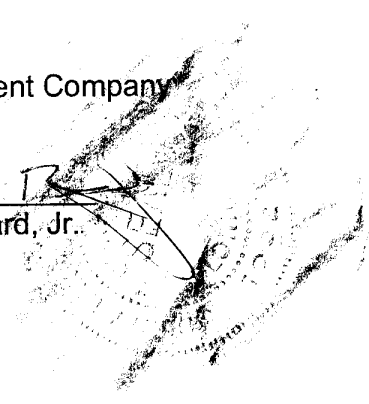
IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

Chimney Lakes Investment Company

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



Signature: Deborah L Spadea
Print Name: Deborah L. Spadea

Signature: [Signature]
Print Name: James McCarroll

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of July, 2005, by Wirt A. Beard, Jr., President of Chimney Lakes Investment Company, who did not take an oath.

Deborah L Spadea
Notary Public, State of Florida
at Large.

My Commission Expires: _____
Serial No. _____

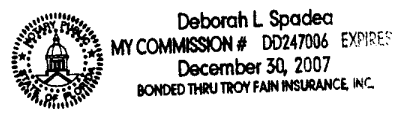


EXHIBIT "A"

LEGAL DESCRIPTION
WATERMILL UNIT 14

PARCEL "A":

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: BEGINNING at the Southwest corner of Tract "B", as shown on the plat of Watermill Unit Twelve, as recorded in Plat Book 58, Pages 25, 26, 27 and 28, of the Current Public Records of said County; thence South $89^{\circ}49'06''$ West, along the South line of said Section 32, a distance of 158.23 feet; thence North $00^{\circ}10'53''$ West, 104.43 feet; thence North $08^{\circ}40'44''$ East, 71.33 feet; thence North $00^{\circ}10'54''$ West, 130.79 feet; thence South $86^{\circ}12'19''$ East, 57.52 feet to the Southwest corner of Lot 38, said plat of Watermill Unit Twelve, the same being the Northwest corner of said Tract "B"; thence South $05^{\circ}46'50''$ East, along the West line of said Tract "B" a distance of 110.43 feet; thence South $46^{\circ}22'37''$ East, continuing along said Westerly line of Tract "B", a distance of 92.20 feet; thence South $05^{\circ}46'49''$ East, continuing along said West line of Tract "B", a distance of 128.59 feet to the POINT OF BEGINNING.

Containing 0.7590 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION
WATERMILL UNIT 14

PARCEL "B":

A portion of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 32, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Tract "B", as shown on the plat of Watermill Unit Twelve, as recorded in Plat Book 58, Pages 25, 26, 27 and 28 of the Current Public Records of said County, said point also being situate on the South line of said Section 32; thence South $89^{\circ}49'06''$ West, along said South line of Section 32, a distance of 1036.83 feet for a POINT OF BEGINNING; thence continue South $89^{\circ}49'06''$ West along said South line of Section 32, a distance of 123.13 feet; thence North $21^{\circ}11'14''$ West, 248.26 feet; thence North $21^{\circ}17'47''$ West, 96.26 feet; thence North $05^{\circ}23'21''$ West, 241.01 feet; thence North $73^{\circ}18'37''$ East, 92.56 feet; thence North $24^{\circ}42'26''$ East, 93.04 feet to a point hereinafter referred to as Reference Point "A"; thence North $07^{\circ}44'14''$ East, 158.15 feet; thence North $07^{\circ}32'14''$ East, 129.67 feet; thence North $60^{\circ}51'15''$ East, 72.34 feet; thence North $43^{\circ}09'17''$ East, 40.49 feet; thence North $69^{\circ}07'56''$ East, 95.73 feet; thence North $89^{\circ}04'10''$ East, 112.61 feet; thence South $41^{\circ}17'27''$ East, 98.80 feet; thence South $28^{\circ}31'49''$ East, 106.15 feet; thence South $77^{\circ}29'18''$ East, 107.40 feet; thence South $83^{\circ}58'25''$ East, 320.35 feet; thence North $21^{\circ}10'02''$ East, 103.33 feet; thence North $01^{\circ}20'39''$ West, 124.71 feet; thence North $16^{\circ}31'49''$ East, 103.08 feet; thence North $34^{\circ}14'32''$ West, 143.05 feet to the most Southerly corner of Tract "F" as shown on the plat of Watermill Townhomes, as recorded in Plat Book 57, Pages 2, 2A, 2B and 2C of said Current Public Records; thence North $55^{\circ}45'28''$ East, along the Southeasterly line of Tract "F" a distance of 69.40 feet to the most Easterly corner thereof; thence North $09^{\circ}26'32''$ East, 496.35 feet; thence South $35^{\circ}00'57''$ East, along the Southwesterly line of Tract "A", as shown on the plat of Watermill Unit Eleven, as recorded in Plat Book 56, Pages 71A, 71B, 71C and 71D, of said Current Public Records and along said Southwesterly line, 289.60 feet to the Southwesterly corner thereof; thence South $54^{\circ}55'15''$ West, 64.74 feet; thence South $41^{\circ}47'55''$ West, 134.21 feet; thence South $20^{\circ}10'57''$ West, 181.05 feet; thence South $33^{\circ}15'26''$ West, 22.51 feet; thence South $07^{\circ}38'13''$ East, 77.76 feet; thence South $06^{\circ}11'22''$ West, 28.18 feet; thence South $16^{\circ}31'49''$ West, 83.60 feet; thence South $01^{\circ}20'39''$ East, 125.54 feet; thence South $21^{\circ}10'02''$ West, 102.32 feet; thence South $06^{\circ}49'46''$ East, 80.66 feet; thence South $56^{\circ}44'09''$ West, 98.56 feet; thence South $35^{\circ}50'52''$ West, 77.70 feet; thence South $49^{\circ}06'30''$ West, 72.89 feet; thence South $68^{\circ}56'41''$ West, 123.04 feet; thence North $80^{\circ}03'32''$ West, 38.88 feet; thence North $15^{\circ}28'15''$ West, 124.35 feet; thence North $04^{\circ}07'27''$ West, 93.34 feet; thence North $03^{\circ}59'06''$ East, 90.02 feet; thence North $77^{\circ}29'18''$ West, 81.18 feet; thence North $40^{\circ}22'08''$ West, 66.56 feet; thence North $28^{\circ}31'49''$ West, 59.76 feet; thence North $41^{\circ}17'27''$ West, 87.32 feet; thence South $89^{\circ}04'10''$ West, 99.85 feet; thence South $69^{\circ}07'56''$ West, 72.40 feet; thence South $20^{\circ}20'40''$ East, 35.48 feet; thence South $60^{\circ}51'15''$ West, 44.12 feet; thence North $62^{\circ}17'19''$ West, 30.33 feet; thence South $60^{\circ}51'15''$ West, 51.26 feet; thence North $56^{\circ}16'29''$ West, 5.83 feet; thence South $07^{\circ}36'03''$ West, 56.93 feet; thence South $07^{\circ}40'56''$ West, 104.25 feet; thence

South 07°48'03" West, 118.72 feet; thence South 24°46'15" West, 105.06 feet; thence South 73°22'23" West, 49.70 feet; thence South 64°27'55" East, 26.59 feet; thence South 35°28'05" East, 104.90 feet; thence South 01°29'20" West, 37.22 feet; thence South 63°19'31" West, 65.43 feet; thence South 22°25'18" West, 83.12 feet; thence South 21°17'47" East, 79.15 feet; thence South 70°09'33" East, 58.49 feet; thence South 21°29'59" East, 184.81 feet; thence South 66°46'07" East, 43.03 feet; thence South 42°48'16" East, 51.85 feet to the POINT OF BEGINNING.

Excepting therefrom that portion thereof described as follows: BEGINNING at the aforementioned Reference Point "A"; thence North 07°44'14" East, 8.66 feet; thence South 82°23'57" East, 14.62 feet; thence South 07°48'03" West, 8.06 feet; thence South 24°46'15" West, 22.96 feet; thence North 82°23'57" West, 14.41 feet; thence North 24°42'26" East, 22.33 feet to the POINT OF BEGINNING of said exception.

Containing 4.8986 net acres, more or less.