

Record and return to:
Michael Antonopoulos
Chimney Lakes Investment Company
115 Solana Road, Unit D
Ponte Vedra Beach, FL 32082

This document was prepared by:
William E. Scheu, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 21st day of November, 2006 by CHIMNEY LAKES INVESTMENT COMPANY, a Florida corporation, having an address at 115 Solana Road, Unit D, Ponte Vedra Beach, Florida 32082 ("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 # 4-031-64986-1 including all modifications thereto, 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"). 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:

Fiorenza Adams
Name: FIORENZA ADAMS

Deborah L Spadea
Name: Deborah L Spadea

GRANTOR:

Chimney Lakes Investment Company
a Florida corporation

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

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of November, 2006, by Wirt A. Beard, Jr., President of Chimney Lakes Investment Company, on behalf thereof, who is personally known to me or produced _____ as identification.

Deborah L Spadea
Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____



Deborah L. Spadea
MY COMMISSION # DD247006 EXPIRES
December 30, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTIONCONSERVATION EASEMENT NO. 7

A portion of Tract 16, Block 3, Section 28, Township 3 South, Range 25 East, as shown on the plat of Jacksonville Heights, 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 Southeast corner of the Southwest $\frac{1}{4}$ of said Section 28; thence N.00°52'04" East, along the East line of said Southwest $\frac{1}{4}$ of Section 28, a distance of 60.02 feet; thence S.89°30'55"W., 15.00 feet to the Point of Beginning; thence continue S.89°30'55"W., 645.18 feet to its intersection with the West line of said Tract 16, Block 3; thence N.00°52'04"E., along last said line, 600.17 feet to the Northwest corner thereof; thence N.89°30'55"E., along the North line of said Tract 16, Block 3, a distance of 645.18 feet; thence S.00°52'04"W., 600.17 feet to the Point of Beginning, being 8.887 acres, more or less.

CONSERVATION EASEMENT NO. 8

A portion of Tracts 3 and 4, Block 1, Section 32, Township 3 South, Range 25 East, as shown on the plat of Jacksonville Heights, as recorded in Plat Book 5, Page 93 of the Current Public Records of Duval County, Florida, being more particularly described as follows: Begin at the Northwesterly corner of Lot 54, as shown on the plat of Watermill Unit Seven, as recorded in Plat Book 55, Pages 57, 57A, 57B, 57C and 57D of said Current Public Records, said point lying on the Easterly line of those certain lands described in Official Records Volume 9897, Page 294; thence Northerly and Easterly along last said line, run the following eight (8) courses and distances: Course No. 1: N.18°43'41"W., 91.94 feet; Course No. 2: N.46°57'43"W., 87.10 feet; Course No. 3: N.32°09'42"W., 121.21 feet; Course No. 4: N.53°12'40"E., 63.04 feet; Course No. 5: N.45°45'32"E., 91.68 feet; Course No. 6: N.87°19'04"E., 71.81 feet; Course No. 7: S.65°01'41"E., 74.58 feet; Course No. 8: N.29°57'21"E., 82.14 feet; thence S.00°11'46"E., 83.83 feet; thence S.89°48'14"W., 119.89 feet; thence S.00°11'46"E., 306.72 feet; thence S.18°48'16"E., 3.46 feet to a point lying on the Northerly boundary line of said Watermill Unit Seven, said point also lying on the Northerly line of said Lot 54; thence N.89°48'14"W., along last said line, 21.10 feet to the Point of Beginning, being 0.895 acres, more or less.

(continued on next page)

CONSERVATION EASEMENT NO. 10C

A portion of the Southwest $\frac{1}{4}$ 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 S.89°49'06"W., along the Southerly line of said Section 32, a distance of 2,761.28 feet to the Point of Beginning; thence continue S.89°49'06"W., along last said line, 595.49 feet to its intersection with the Easterly right of way line of Old Middleburg Road (per survey by Robert M. Angas, Inc., dated September 11, 2000, File No. 115E-08), said right of way being a curve concave Easterly, having a radius of 1,435.00 feet; thence Northerly along the arc of said curved Easterly right of way line, a distance of 336.44 feet, said arc being subtended by a chord bearing and distance of N.09°08'23"W., 335.67 feet to a point on said curve; thence N.20°11'29"E., 36.98 feet; thence N.35°50'31"E., 41.82 feet; thence S.69°04'27"E., 61.00 feet; thence S.81°30'06"E., 75.07 feet; thence N.23°28'49"W., 50.26 feet; thence N.18°17'27"E., 36.81 feet; thence N.57°14'41"W., 35.00 feet; thence N.27°11'29"E., 27.38 feet; thence N.64°50'42"E., 49.57 feet; thence N.58°31'45"E., 140.77 feet; thence S.71°34'57"E., 74.13 feet; thence S.64°31'43"E., 111.48 feet; thence S.35°24'01"E., 93.07 feet; thence S.63°19'31"W., 88.04 feet; thence S.22°25'19"W., 83.12 feet; thence S.21°17'46"E., 79.15 feet; thence S.70°09'33"E., 58.49 feet; thence S.21°29'59"E., 184.81 feet; thence S.66°46'07"E., 43.03 feet; thence S.42°48'16"E., 51.85 feet to the Point of Beginning, being 5.661 acres, more or less.