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INSTR # 2008042074
OR BK 3047 Pages 1007 - 1012
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JAMES B. JETT CLERK CIRCUIT COURT
CLAY COUNTY
DEPUTY CLERK PAGEC E#1

Prepared by:

AFI ASSOCIATES, INC.
3030 HARTLEY ROAD
JACKSONVILLE, FL
32257

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 28th day of AUGUST, 2008 by AFI ASSOCIATES, INC., having an address at 3030 Hartley Road, Suite 300, Jacksonville, FL 32257 ("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 32177-2529 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Clay County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 04-019-65850-100 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 Grantor, nor any person or entity claiming by or through Grantor, 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 Clay 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: AFI ASSOCIATES, INC.

Signature: Amanda Mai

Signature: [Handwritten Signature]

Printed Name: Amanda Mai

Printed Name: Rachael Bennett

Signature: Linda C. Flad

Printed Name: LINDA C. FLAD

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2008, by RACHAEL BENNETT who did not take an oath.

Linda C. Flad
Notary Public, State of Florida
at Large.

My Commission Expires: _____

Serial No. _____

LINDA C. FLAD
Notary Public, State of Florida
My comm. exp. June 1, 2009
Comm. No. DD 424698

Personally known OR produced identification _____ . Identification produced _____



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 Old St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

May 18, 2007
Page 1 of 1

Work Order No. 06-272.06
Oakleaf Plantation

Wetland Preservation Area No. 3

A portion of Section 7, Township 4 South, Range 25 East, Clay County, Florida, also being a portion of those lands described and recorded in Official Records Book 1450, page 1590 of the public records of said county, being more particularly described as follows:

For the Point of Beginning, commence at the Southwesterly corner of said Section 7; thence North $14^{\circ} 59' 09''$ East, along the Easterly line of those lands described and recorded in Official Records Book 2309, page 241, Exhibit "A", of said public records, 762.49 feet; thence South $89^{\circ} 54' 22''$ East, departing said Easterly line, 527.99 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 2661, page 483, Exhibit "A", of said public records; thence Due South, along said Westerly line, 37.72 feet to the Northwest corner of Hamilton Glen at Oakleaf Plantation, as shown in Plat Book 50, pages 52 through 60 of said public records; thence along the Westerly line of said Hamilton Glen the following twenty-two courses: Course 1, thence South $24^{\circ} 02' 27''$ West, 27.00 feet; Course 2, thence South $32^{\circ} 22' 52''$ West, 32.39 feet; Course 3, thence North $43^{\circ} 53' 14''$ West, 50.81 feet; Course 4, thence South $56^{\circ} 07' 22''$ West, 32.35 feet; Course 5, thence South $01^{\circ} 12' 07''$ East, 114.55 feet; Course 6, thence South $35^{\circ} 21' 58''$ East, 27.18 feet; Course 7, thence North $01^{\circ} 33' 04''$ West, 46.70 feet; Course 8, thence North $73^{\circ} 48' 07''$ East, 34.92 feet; Course 9, thence South $05^{\circ} 43' 01''$ West, 67.61 feet; Course 10, thence South $73^{\circ} 28' 15''$ East, 67.72 feet; Course 11, thence North $61^{\circ} 11' 25''$ East, 49.37 feet; Course 12, thence North $65^{\circ} 35' 23''$ East, 61.51 feet; Course 13, thence South $29^{\circ} 16' 37''$ East, 90.15 feet; Course 14, thence South $13^{\circ} 24' 57''$ West, 51.60 feet; Course 15, thence South $18^{\circ} 00' 38''$ West, 32.87 feet; Course 16, thence South $66^{\circ} 58' 01''$ West, 84.10 feet; Course 17, thence South $47^{\circ} 06' 47''$ West, 61.84 feet; Course 18, thence South $45^{\circ} 13' 10''$ West, 87.32 feet; Course 19, thence South $15^{\circ} 48' 15''$ West, 79.65 feet; Course 20, thence South $37^{\circ} 17' 41''$ West, 51.37 feet; Course 21, thence South $06^{\circ} 16' 48''$ West, 67.63 feet; Course 22, thence South $24^{\circ} 54' 32''$ East, 43.49 feet to a point lying on the Southerly line of said Section 7; thence South $87^{\circ} 38' 56''$ West, departing said Westerly line and along said Southerly line, 638.49 feet to the Point of Beginning.

Containing 10.21 acres, more or less.

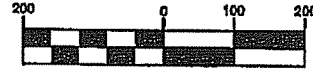
SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1450, PAGE 1590 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

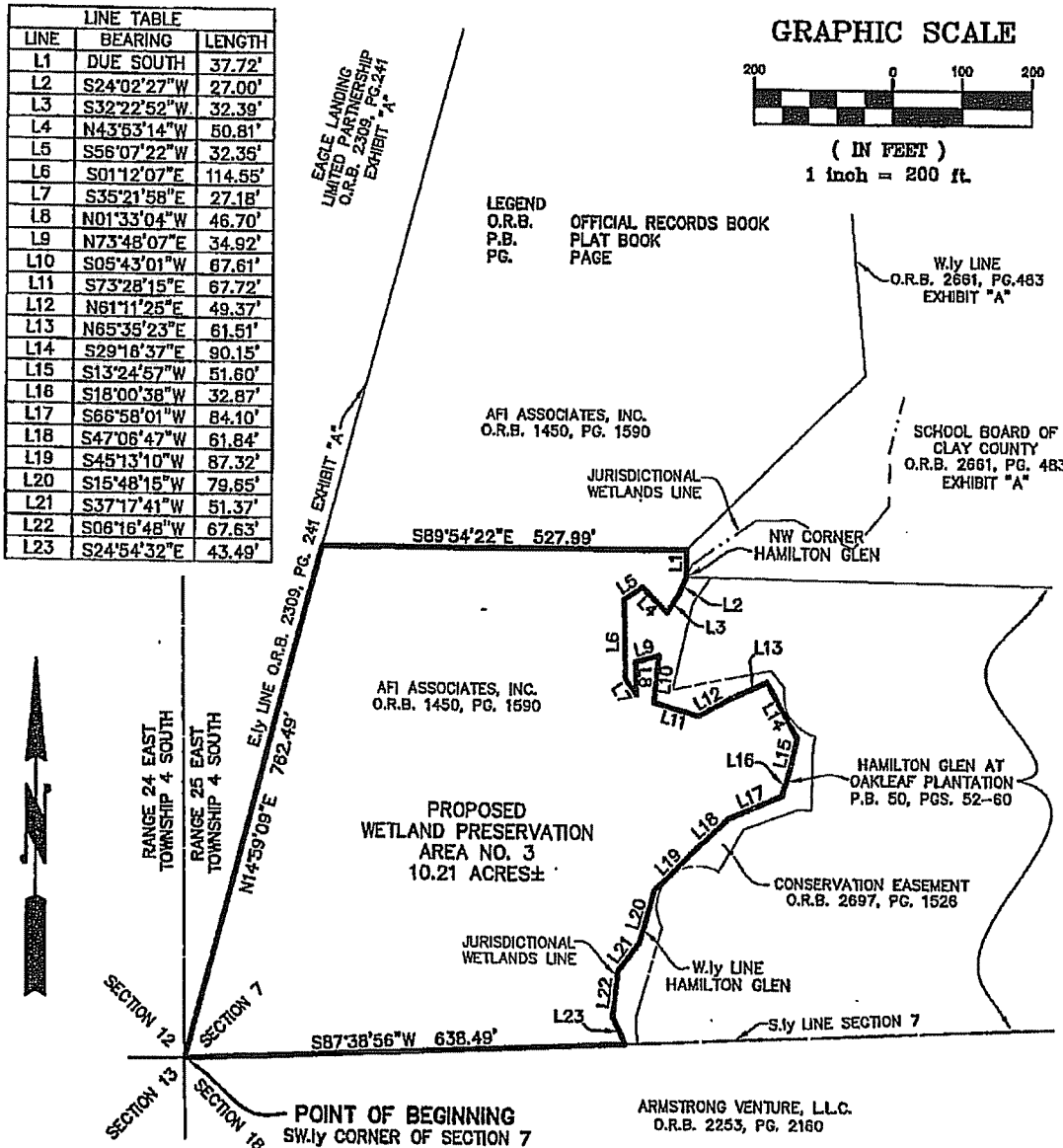
LINE TABLE		
LINE	BEARING	LENGTH
L1	DUE SOUTH	37.72'
L2	S24°02'27"W	27.00'
L3	S32°22'52"W	32.39'
L4	N43°63'14"W	50.81'
L5	S56°07'22"W	32.36'
L6	S01°12'07"E	114.55'
L7	S35°21'58"E	27.18'
L8	N01°33'04"W	46.70'
L9	N73°48'07"E	34.92'
L10	S05°43'01"W	67.61'
L11	S73°28'15"E	67.72'
L12	N81°11'25"E	49.37'
L13	N65°35'23"E	61.51'
L14	S29°16'37"E	90.15'
L15	S13°24'57"W	51.60'
L16	S18°00'38"W	32.87'
L17	S66°58'01"W	84.10'
L18	S47°06'47"W	61.84'
L19	S45°13'10"W	87.32'
L20	S15°48'15"W	79.65'
L21	S37°17'41"W	51.37'
L22	S08°16'48"W	67.63'
L23	S24°54'32"E	43.49'

GRAPHIC SCALE



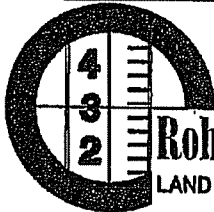
(IN FEET)

1 inch = 200 ft.



NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE S.J.y LINE OF SECTION 7 AS BEING AS BEING SOUTH 87°38'56" WEST.
- 3) JURISDICTIONAL WETLAND LINES DEPICTED HEREON ARE PER SPECIFIC PURPOSE JURISDICTIONAL WETLAND SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., DATED: 7-21-03 AND LAST REVISED: 9-10-03, FILE NO. 117A-4



Robert M. Angas Associates, inc.
 LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
 SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
 Certificate of Authorization No.: LB 3624

SCALE: 1" = 200'

DATE: MAY 18, 2007

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(Signature)
 JOSEPH LESLIE REYNOLDS, III
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 5517