

PREPARED BY GREG MATOWINA  
2955 HARTLEY RD, STE 106-A  
JACKSONVILLE, FL 32257

Return to:  
Department of Resource Management  
Division of Permit Data Services  
St. Johns River Water Management District  
P.O. Box 1429  
Palatka, FL 32178-1429

JM IN RETURN  
292-0778

Bk: 8661  
Pg: 604 - 610  
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07/01/97  
11:23:12 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 33.00  
DEED .70

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 9<sup>th</sup> day of JUNE  
1997 by CAROLINE RIDGE Joint VENTURE having an address at 2955 HARTLEY RD, STE 106A 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 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 [or] ~~as shown on the recorded plat as \_\_\_\_\_~~ (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-031-0272M-ERP 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

(11)

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.

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(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

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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

GRANTOR:

in our presence as witnesses:

Signature: Sophonie Ellise

Printed Name: Sophonie Ellise

Signature: Gregory E. Matosina

Printed Name: Gregory E. Matosina

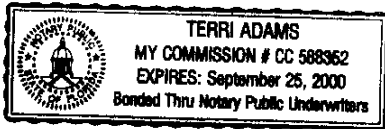
Signature: Samantha Seffen

Printed Name: Samantha Seffen

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 1999, by Gregory E. Matosina who did not take an oath.

Terril Adams  
Notary Public, State of Florida  
at Large.



My Commission Expires:  
Sept. 25, 2000



Serial No. \_\_\_\_\_

Personally known X OR produced identification \_\_\_\_\_ Identification produced \_\_\_\_\_

*EXHIBIT "A"* Book 8661 Pg 609

A Conservation Easement being a part of Section 1, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Southwesterly right of way line of Fort Caroline Road (a 100 foot right of way as now established) with the Easterly right of way line of Dames Point Expressway, State Road No. 9-A, (a variable width limited access right of way as now established); thence along said Easterly right of way of Dames Point Expressway, South 16°00'10" West, a distance of 400.00 feet; thence South 22°22'31" West, a distance of 304.88 feet to the POINT OF BEGINNING; thence North 77°08'16" East, a distance of 53.56 feet; thence South 88°24'48" East, a distance of 51.30 feet; thence South 40°33'48" East, a distance of 29.01 feet; thence South 46°01'49" East, a distance of 39.80 feet; thence South 14°01'24" East, a distance of 47.19 feet; thence South 02°31'11" East, a distance of 50.62 feet; thence South 14°47'53" West, a distance of 60.27 feet; thence South 20°18'12" West, a distance of 54.63 feet; thence South 26°35'33" East, a distance of 51.58 feet; thence South 20°29'47" East, a distance of 45.92 feet; thence South 15°26'44" East, a distance of 40.00 feet; thence South 25°11'08" East, a distance of 25.20 feet; thence South 00°01'17" East, a distance of 33.00 feet; thence South 46°34'11" West, a distance of 20.37 feet; thence North 58°16'56" West, a distance of 22.81 feet; thence North 05°24'46" West, a distance of 25.41 feet; thence North 60°02'20" West, a distance of 33.62 feet; thence North 37°30'40" West, a distance of 51.40 feet; thence South 75°32'44" West, a distance of 37.11 feet; thence South 71°28'41" West, a distance of 54.71 feet; thence North 69°22'50" West, a distance of 42.51 feet to a point, said point lying on the aforementioned right of way of Dames Point Expressway, State Road 9-A, said right of way line being a curve, said curve being concave Easterly and having a radius of 1,348.14 feet; thence along and around the arc of said curve a distance of 345.63 feet, said curve being subtended by a chord bearing and distance of North 07°58'07" East, 344.69 feet; thence North 22°22'31" East, a distance of 19.46 feet to the POINT OF BEGINNING.

The undersigned, American National Bank of Florida (mortgagee), the mortgagee under that certain Mortgage and Subordination Agreement (title of mortgage document) dated March 19, 1997 and recorded at Official Records Book 878 page 1124, 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 6th day of June, 1997.

Witnesses:

Tammy Stuart  
Name: TAMMY STUART

Linda Minkley  
Name: LINDA MINKLEY

Mortgagee

BY: Jerry Landowski  
Name: Jerry Landowski  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of June, 1997, by Jerry Landowski, who did not take an oath.

Tammy R. Stuart  
Notary Public, State of Florida  
at Large.

My Commission Expires: TAMMY R. STUART  
Notary Public, State of Florida  
My Comm. expires Mar. 22, 1998  
Comm. No. CC 358289  
Serial No. \_\_\_\_\_

Personally known  OR produced identification \_\_\_\_\_. Identification produced \_\_\_\_\_.