

**Prepared By and Return To:**

J. D. Collins  
3840 Crown Point Road, Suite A  
Jacksonville, FL 32257

**DECLARATION OF CONSERVATION EASEMENT**

THIS DECLARATION made this 12<sup>th</sup> day of September, 2007, by Dunns Creek Plantation, L.L.C., a Florida Limited Liability Corporation ("Grantor"), and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("Grantee");

W I T N E S S E T H

WHEREAS, Grantor is the owner of all of the real property shown and described on **Exhibit "A"** attached hereto and made a part hereof, (the "Property"); and

WHEREAS, Grantee is an agency qualified to receive dedication of the interest granted herein pursuant to Section 704.06, Florida Statutes, and has required execution of this Conservation Easement as a condition of that certain St. Johns River Water Management District Permit(s) #40-031-65381-6 issued to the Grantor as such permit may be amended from time to time.

WHEREAS, Grantor, for itself and its successors in title, desires to protect and preserve portions of the Property and prevent construction from occurring on portions of the Property so as to provide for the continued presence of wetland vegetative species and wildlife habitat in perpetuity.

NOW THEREFORE, in consideration of the covenants contained hereinbelow, in accordance with Section 704.06, Florida Statutes, Grantor for itself and its successors in title, does hereby create and establish a perpetual Conservation Easement on, over under the Property ("Conservation Easement Area (SJRWMD)") to constitute a servitude upon the conservation easement property for the purpose of accomplishing the above-stated intent of Grantor and it is agreed that:

1. The above representations are true and correct.
2. By this Declaration of Conservation Easement, Grantor hereby covenants, for itself, its successors in title and assigns, that the Easement Property shall be retained in its natural, scenic, open or wooded conditions and, subject to the rights reserved herein by Grantor, hereby prohibits or limits the following activity in, or about the Easement Property:
  - a. Construction or placing of buildings, roads, billboards, utilities, or other structures on or above the ground other than those structures authorized by the permit.
  - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
  - c. Removal or destruction of live trees, shrubs or other vegetation except for the removal of noxious or exotic invasive plant species specifically authorized by permit number 4-031-65381-1, 4-031-65381-2, 4-031-65381-3, 4-031-65381-4, and 4-031-65381-5 or ACOE permit number 200203869 (NW-JJS) or with the prior written approval of the Grantee.
  - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to

affect the surface.

e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or 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, archeological, or cultural significance.

3. Grantor hereby reserves the right to perform any work on the Property specifically authorized by the Permit or which may be authorized by any future Grantee or Army Corps of Engineers permit.

4. Grantor hereby reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Easement Property including the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. This Declaration of Conservation Easement shall constitute a "conservation easement" as defined in Section 704.06, Florida Statutes (2001), except that reserved rights shall be permitted as described herein.

6. This Easement may be enforced by the Grantee or its successor agency and Army Corps of Engineers by injunctive relief and other appropriate available remedies. Any costs incurred by the Grantee or its successor agency in enforcing this Easement, including reasonable attorney's fees and costs of restoration necessitated by a violation, shall be borne by the then record owner of the portion of the Easement Property involved in the enforcement. Any forbearance on behalf of the Grantee and Army Corps of Engineers to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of the Grantee's and Army Corps of Engineer's rights hereunder in the event of any subsequent violation. Grantee's and Army Corps of Engineer's staff may enter the Easement Property in a reasonable manner and at reasonable times to ensure compliance with this Easement. Prior to entering any fenced areas, Grantee's staff will notify Grantor.

7. This Declaration of Conservation Easement shall run with the Easement Property and shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, and may not be amended without prior approval of the Grantee and Army Corps of Engineers.

8. This Declaration of Conservation Easement shall become effective upon the date it is recorded in the public records of Duval County, Florida.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed all as of the day and year first above written.

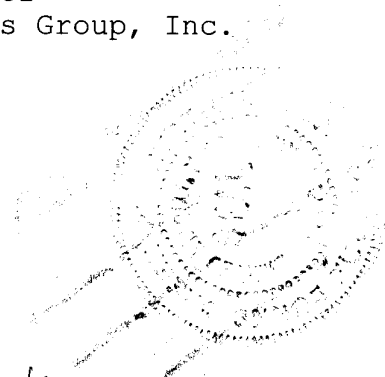
Signed, sealed and delivered  
in the presence of:

Dunns Creek Plantation L.L.C.

Beverly J. Holland  
Witness Beverly J. Holland

By: J. Daniel Collins  
J. Daniel Collins  
President of  
The Collins Group, Inc.  
As Manager

Sarah C. Miller  
Witness Sarah C. Miller



STATE OF FLORIDA  
COUNTY OF Duval

I HEREBY CERTIFY that on this 12<sup>th</sup> day of September, 2007, before me personally appeared J. Daniel Collins, the President of The Collins Group, Inc., Manager of Dunns Creek Plantation, L.L.C., a Florida Limited Liability Corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid, the day and year last aforesaid.

Beverly J. Holland  
Notary Public, State of Florida  
At Large  
My Commission Expires: 4-16-09



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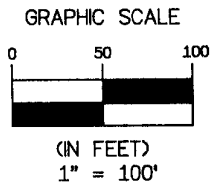
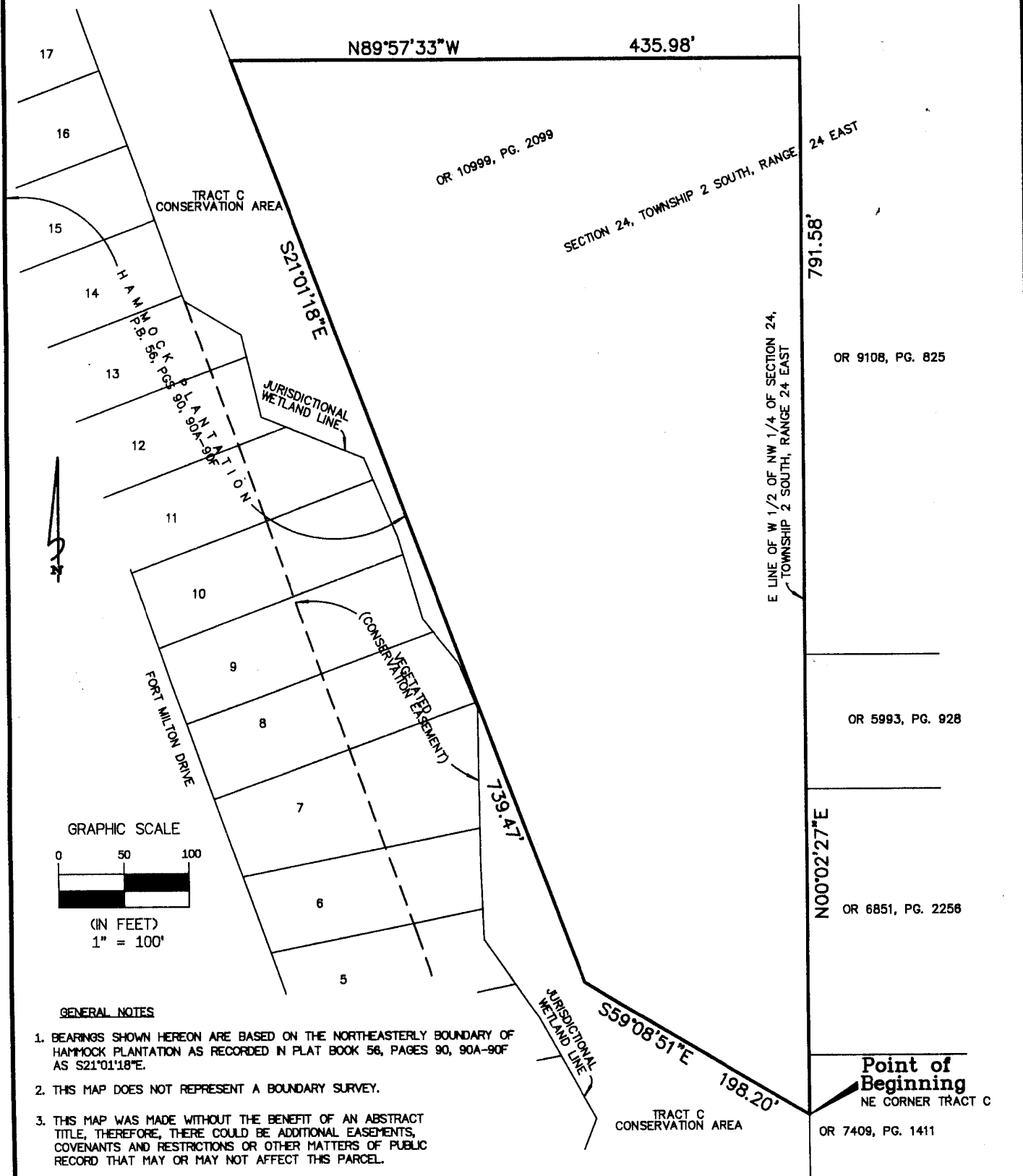
# MAP SHOWING

EXHIBIT "A"

A PORTION OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF TRACT C, AS SHOWN ON THE PLAT OF HAMMOCK PLANTATION, AS RECORDED IN PLAT BOOK 56, PAGES 90, 90A THROUGH 90F, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE NORTH 00°02'27" EAST, ALONG LAST SAID LINE, 791.58 FEET; THENCE NORTH 89°57'33" WEST, 435.98 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID HAMMOCK PLANTATION; THENCE SOUTH 21°01'18" EAST, ALONG LAST SAID LINE, 739.47 FEET; THENCE SOUTH 59°08'51" EAST, CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, 198.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.00 ACRES, MORE OR LESS.  
FOR: THE COLLINS GROUP, INC.



- GENERAL NOTES**
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY BOUNDARY OF HAMMOCK PLANTATION AS RECORDED IN PLAT BOOK 56, PAGES 90, 90A-90F AS S21°01'18"E.
  2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
  3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
  4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

## OFFSITE WETLAND PRESERVATION

DATE: 6-22-07 DRAFTER: MMS JOB No. 2007-1055

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE: JUNE 22 2007  
SCALE: 1" = 100'  
CHECKED BY: *[Signature]*

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3830 CROWN POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703 LB NO. 3731

*[Signature]*  
GREGORY B. CLARY, P.L.S. CERT. NO. 3377



**LEGEND**

RTW	=	RIGHT-OF-WAY
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
OR	=	OFFICIAL RECORDS
PB	=	PLAT BOOK
PB(S)	=	PAGE(S)
L	=	ARC LENGTH
T	=	TANGENT
R	=	RADIUS
CH	=	CHORD
Δ	=	DELTA