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JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$35.50

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 27th day of April, 2006, 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 the plat of Dunns Creek Plantation, Unit Three, recorded in Plat Book 61, Pages 37 through 41, inclusive of the current public records of Duval County, Florida (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) # 4-031-65381-1, and that certain U.S. Army Corps of Engineers Permit # 200203869 (NW-JJS) 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 and across the portions of the Property which lies within the wetland conservation areas and within the upland buffers and the upland preservation areas as delineated on the above-referenced plat of 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 (1) the removal of noxious or exotic invasive plant species specifically authorized by permit number 4-031-65381-1 or ACOE permit number 200203869 (NW-JJS) or with the

(u)

THIS DECLARATION OF CONSERVATION EASEMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE LOT NUMBERS IN PARAGRAPH 4 HEREIN. THE CORRECT LOT NUMBERS ARE LOTS 94 THRU 105, INCLUSIVE.

prior written approval of the Grantee and (2) the removal of vegetation necessary to construct and maintain an 8 to 10 foot wide unpaved recreational trail in accordance with permit number 4-031-65381. The location and dimension of the trail shall be in accordance with the permitted plans. Its use shall be limited to recreational purposes that are consistent with the purpose of this Conservation Easement, and its use by alternative terrain vehicles and off-road vehicles is specifically prohibited.

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. Such uses shall include, but not be limited to, the construction of pile-supported docks to serve Lots ~~*XXXXX~~ as identified in plans approved by the Grantee pursuant to the referenced permit. Dock construction is subject to the granting of appropriate authorization by both the Florida Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers (COE) to each lot owner. *94 - 105

Any dock or boardwalk on these lots shall conform to the following design criteria:

- a) The dock or boardwalk shall be limited to a maximum width of six (6) feet.
- b) The dock decking design and construction shall ensure maximum light penetration, with full consideration of safety and practicality.
- c) In constructing the dock, no excavation, digging, or root removal shall be performed except that necessary for the installation of piling.
- d) Every reasonable effort shall be made to avoid the removal of trees larger than four inches in diameter at breast height (i.e., 4.5 feet above the base of the tree) during construction of any dock.
- e) The access walkway portion of the dock may traverse wetlands within the conservation easement, provided it is elevated a minimum of 5 feet above mean high water.
- f) The dock must be constructed no more than 10-feet

landward of the wetland line and/or no more than the distance required to safely bring the dock from 5-feet above mean high water down to existing natural grade within the uplands.

- g) Access to the dock through the upland portions of the conservation easement may only consist of a 5-foot wide foot path to be constructed by hand clearing of vegetation no greater than four inches in diameter and breast height (i.e., 4.5 feet above the base of the tree).

Prior to construction, the Grantor must receive written approval from the Grantee, Grantor must also obtain all necessary local, state, and federal permits prior to construction.

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.

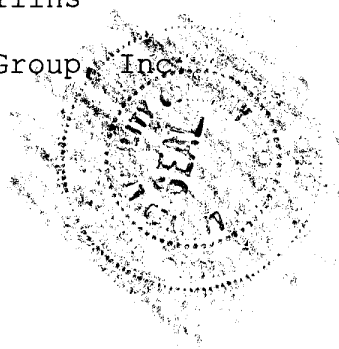
Signed, sealed and delivered in the presence of:

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 27th day of April, 2006, 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

