

CONSERVATION EASEMENT DEED

NORTHEAST DISTRICT
RECEIVED
JUN 23 1994
DEP-JACKSONVILLE

STATE OF FLORIDA
COUNTY OF Duval

Vol 7913 pg 977
OFFICIAL RECORDS
Ref James Young
7695 Las Palmas Way
30256

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of Florida Department of Environmental Protection permit number 162075252, issued pursuant to the requirements of Chapter 373 (Formerly Section 403.918), Florida Statutes, and Section 17-312, Florida Administrative Code, to Monument Land Partnership on May 1, 1992, (Grantor) has granted to the state of Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a conservation easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Duval County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Protection permit no. 162075252, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;

Post-It™ brand fax transmittal memo 7871 # of pages * 3

To: <u>John Young</u>	From: <u>Lisa Adams</u>
<u>Young Land Group</u>	Co: <u>DEP</u>
Dist.:	Phone # <u>448-4340 x 338</u>
Fax # <u>636-5746</u>	Fax #

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas, and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominately in the vegetative and hydrologic condition as herein specified shall run with land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon county, Florida. In any enforcement action in which the Grantee prevail, grantee shall be entitled to recover reasonable attorneys' fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

OFFICIAL RECORDS

MIL 7913 PG0978

VOL 7913 PG 979

OFFICIAL RECORDS

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 2nd day of June, 1994.

Signed, sealed, and delivered in our presence of:

Joyce C. Jelus
WITNESS

Barbara Dale Hoyt
WITNESS

Ellis Warren
GRANTOR
Ellis Warren, Managing General Partner
Monument Landing Partnership
GRANTOR

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before this 6-22-94 (date) by ELLIS WARREN (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification and who did (did not) take an oath.

(SEAL)

Sherry Nye
SIGNATURE



SHERRY NYE
MY COMMISSION EXPIRES
February 17, 1995
BOULEVARD TRUST FARM ASSURANCE, INC

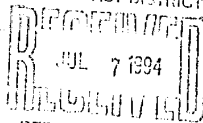
Sherry Nye
PRINT NAME

TITLE

SERIAL NUMBER

OFFICIAL RECORDS

NORTHEAST DISTRICT



DEP-JACKSONVILLE



LAND SURVEYORS

WORK ORDER NO. 93-1548-4
MONUMENT LANDING PARTNERSHIP
JUNE 30, 1994

SPECIFIC PURPOSE SURVEY FOR MITIGATION AREA

A PART OF THE FRANCIS RICHARD GRANT, SECTION 39, TOWNSHIP 2 SOUTH
RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE
CENTERLINE OF TRIM LAWN LANE, (A 50 FOOT RIGHT-OF-WAY AS NOW
ESTABLISHED), WITH THE CENTERLINE OF RUNNING BROOK COURT, (A 50 FOOT
RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 50° 15' 34" WEST,
ALONG SAID CENTERLINE OF RUNNING BROOK COURT, AND THE SOUTHWESTERLY
PROLONGATION THEREOF, A DISTANCE OF 317.23 FEET TO THE POINT OF
BEGINNING; THENCE SOUTH 34° 25' 06" EAST, A DISTANCE OF 12.44 FEET;
THENCE SOUTH 15° 18' 20" WEST, A DISTANCE OF 26.93 FEET; THENCE SOUTH
07° 30' 04" WEST, A DISTANCE OF 285.04 FEET; THENCE SOUTH 10° 47' 06"
WEST, A DISTANCE OF 401.12 FEET; THENCE SOUTH 20° 31' 56" WEST, A
DISTANCE OF 41.23 FEET; THENCE NORTH 79° 48' 46" WEST, A DISTANCE OF
155.32 FEET; THENCE NORTH 06° 29' 45" EAST, A DISTANCE OF 42.94 FEET;
THENCE NORTH 68° 44' 15" EAST, A DISTANCE OF 42.30 FEET; THENCE SOUTH
NORTH 89° 42' 25" EAST, A DISTANCE OF 49.24 FEET; THENCE SOUTH
32° 30" EAST, A DISTANCE OF 86.80 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 3.49 ACRES, MORE OR LESS.

FILED AND RECORDED
IN PUBLIC RECORDS
OF THE PUBLIC COUNTY
RECORDS DEPARTMENT
JUL 12 1994

94-0122060

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