

Return Recorded Original To:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION made this 2nd day of July, 2008, by Benton Lakes, L.L.C., and Normandy West, L.L.C., both Florida Limited Liability Corporations ("Grantors"), whose mailing address is 3840 Crown Point Road, Suite A, Jacksonville, Florida 32257 and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("Grantee") whose mailing address is 4049 Reid Street, Palatka, FL 32177-2529;

W I T N E S S E T H

WHEREAS, Benton Lakes, L.L.C. is the owner of all of the real property shown and described on the plat of Benton Lakes, recorded in Plat Book 64, Pages 115 through 120, inclusive of the current public records of Duval County, Florida; and Normandy West, L.L.C. is the owner of all of the real property shown and described on the plat of Adams Lake, Unit Four, recorded in Plat Book 64, Pages 121 through 125, inclusive of the current public records of Duval County, Florida together with all of the real property shown and described by the legal description and survey attached as 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) # 4-031-106560-1 and #4-031-106560-2, and that certain U.S. Army Corps of Engineers permit #SAJ-2006-1675-JKM and #SAJ-2006-1675-AEK, as such permit may be amended from time to time.

WHEREAS, Grantors, for themselves and their successors in title, desire 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. Grantors fully warrant title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

NOW THEREFORE, in consideration of the covenants contained hereinbelow, in accordance with Section 704.06, Florida Statutes, Grantors for themselves and their successors in title, do 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, the upland preservation areas, and wetland creation areas as delineated on the above-referenced plat(s) of the Property and attached Exhibit "A" ("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, Grantors hereby covenant, for themselves, their 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 Grantors, 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.

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 the permit 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. Grantors hereby reserve and excepts unto themselves and their 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.

4. To accomplish the purposes stated herein, Grantors convey the following rights to Grantee:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantors or their 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. 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 Grantors.

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

7. 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 Grantors have caused this instrument to be executed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Benton Lakes, L.L.C.

Beverly J. Holland
Witness
Print Name: Beverly J. Holland

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

Sarah C. Miller
Witness
Print Name: Sarah C. Miller

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this 2nd day of July, 2008, before me personally appeared J. Daniel Collins, the President of The Collins Group, Inc., as manager of Benton Lakes, 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



Signed, sealed and delivered
in the presence of:

Normandy West, L.L.C.

Beverly J. Holland
Witness
Print Name: Beverly J. Holland

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

Sarah C. Miller
Witness
Print Name: Sarah C. Miller

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this 2nd day of July, 2008, before me personally appeared J. Daniel Collins, the President of The Collins Group, Inc., as Manager of Normandy West, 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



Exhibit "A"

The Conservation Easement includes the following mitigation areas:

- A. All of the wetland conservation areas, upland buffers, upland preservation areas and wetland creation areas as delineated on the plat of Benton Lakes, as recorded in Plat book 64, Pages 115 through 120, Duval County.
- B. 0.44 acres of wetland preservation at Adams Lake (Unit Five future development), legal description and survey sketch provided.
- C. 1.97 acres of upland preservation at Adams Lake, Unit Four as delineated on the plat of Adams Lake, Unit Four, as recorded in Plat Book 64, Pages 121 through 125, Duval County.

Note:

Additional Conservation Easement property previously recorded as mitigation for Permit #4-031-106560- but not included in this Exhibit "A":

- A. 1.23 acres of wetland preservation at Hood Road as previously recorded in that certain Conservation Easement from Hood Road Options, L.L.C., Grantor, as a condition of Permit No. 4-031-96653-1 for Blackwood Forest, recorded 2/15/2006 in OR Book 13073, Page 1215, Duval County. It is represented that the 1.23 acres was excess mitigation and was allocated for Benton Lakes.
- B. 5.00 acres of wetland preservation at the Hagan Tract, as previously recorded under that certain Conservation Easement from Garrison Construction, Inc. as recorded in OR Book 2849, Pages 15-20, St. Johns County.
- C. 1.28 acres of wetland preservation at Adams Way, Unit One as delineated on the plat of Adams Way, Unit One as recorded in Plat book 63, Pages 187 through 190, Duval County as previously recorded in that certain Conservation Easement from Blackwater, L.L.C., Grantor, as a condition of Permit No. 4-031-95197-3, recorded May 27, 2008 in OR Book 13073, Page 1215, Duval County. It is represented that the 1.28 acres was excess mitigation and was allocated for Benton Lakes.

Doc # 2006054363, OR BK 13073 Page 1215,
 Number Pages: 4
 Filed & Recorded 02/15/2006 at 02:37 PM,
 JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY
 RECORDING \$35.50
 DEED DOC ST \$0.70

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 14th day of February, 2006, by Hood Road Options, 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 Blackwood Forest, recorded in Plat Book 60, Pages 138 through 142, inclusive of the current public records of Duval County, Florida together with the attached Exhibit "A" (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) #4-031-96653-1 and that certain U.S. Army Corps of Engineers permit #SAJ-2004-3067-BAL 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, the upland preservation areas, and wetland creation areas as delineated on the above-referenced plat of the Property and attached Exhibit "A" ("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 the permit or

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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:

Hood Road Options, L.L.C.

Beverly J. Holland By J. Daniel Collins
Witness J. Daniel Collins
Print Name: Beverly J. Holland President of
The Collins Group, Inc.
As Manager

Sarah C. Miller
Witness
Print Name: Sarah C. Miller

STATE OF FLORIDA
COUNTY OF Duval

I HEREBY CERTIFY that on this 14th day of February, 2006, before me personally appeared J. Daniel Collins, the President of The Collins Group, Inc., Manager of Hood Road Options, 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.

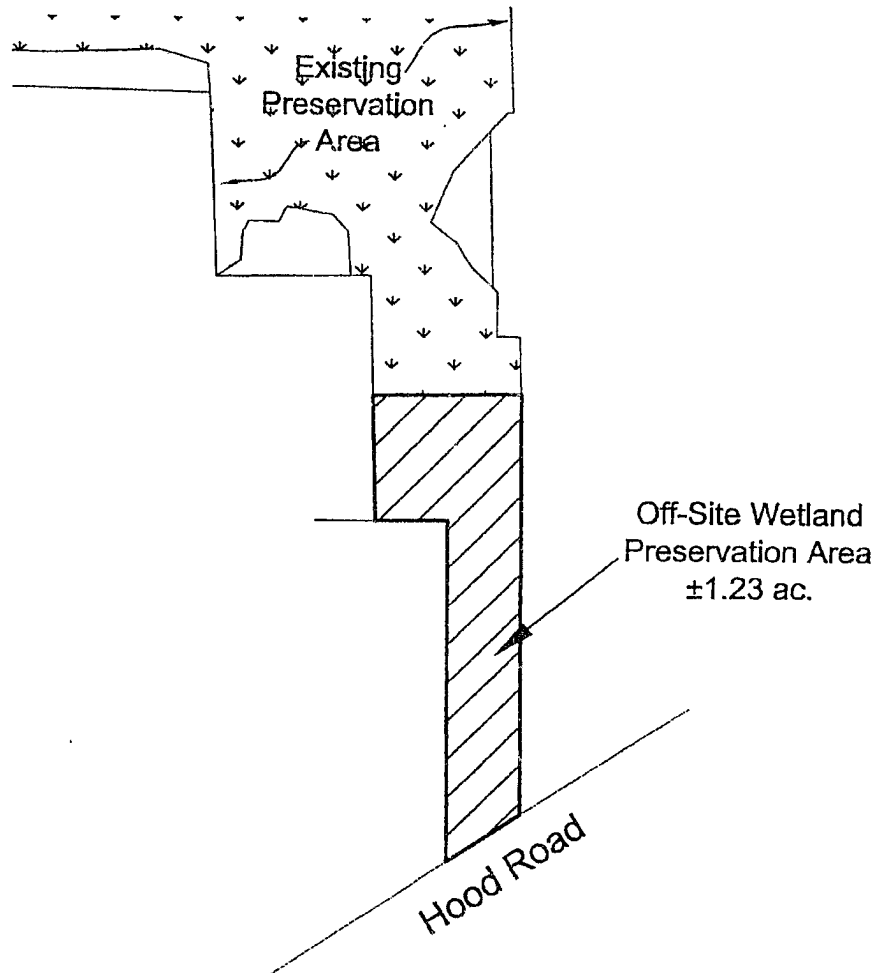
Beverly J. Holland
Notary Public, State of Florida
At Large
My Commission Expires: 4-16-09



A PORTION OF SECTION 34, TOWNSHIP 3 SOUTH, AND SECTION 3, TOWNSHIP 4 SOUTH, ALL OF RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECRET HARBOR AS RECORDED IN PLAT BOOK 46, PAGE 87, 87A THROUGH 87C INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°57'35" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID SECRET HARBOR, 208.03 FEET TO THE NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 11103, PAGE 2284, CURRENT RECORDS OF SAID COUNTY; THENCE NORTH 89°11'17" EAST, ALONG LAST SAID LINE, 173.22 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LANDS; THENCE SOUTH 02°01'10" EAST, ALONG LAST SAID LINE, 135.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°01'10" EAST, 139.85 FEET TO THE NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10842, PAGE 81, CURRENT RECORDS OF SAID COUNTY; THENCE NORTH 89°11'17" EAST, ALONG LAST SAID LINE, 81.52 FEET TO THE EASTERLY BOUNDARY LINE OF LAST SAID LANDS; THENCE SOUTH 00°48'43" EAST, ALONG LAST SAID LINE, 388.18 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HOOD ROAD (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 57°06'30" EAST, ALONG LAST SAID LINE, 98.81 FEET; THENCE NORTH 00°48'43" WEST, 475.52 FEET; THENCE SOUTH 89°11'17" WEST, 168.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES, MORE OR LESS.



Prepared by:

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

Public Records of
St. Johns County, FL
Clerk # 2007002260,
O.R. 2849 PG 15-20
01/10/2007 at 03:12 PM,
REC. \$25.00 SUR. \$27.50

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 10th day of January, 2007 by **Garrison Construction, Inc.** having an address at 1400 Marsh Landing Parkway, Suite 108, Jacksonville Beach, Florida 32250 ("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 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns 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 #4-031-106560-1 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 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 St. Johns 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:
GARRISON CONSTRUCTION, INC.

Signature: Beverly J. Holland

Signature: Gary M. Garrison

Printed Name: Beverly J. Holland

Printed Name: GARY M. GARRISON

Signature: Sarah C. Miller

Printed Name: Sarah C. Miller

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 10th day of January, 2007, by Gary M. Garrison, who did not take an oath.



Beverly J. Holland
Notary Public, State of Florida
at Large.

My Commission Expires:

4-16-09

Serial No. DD 417994

Personally known _____ OR produced identification ✓ Identification
produced FDL # G625-293-55-221-0

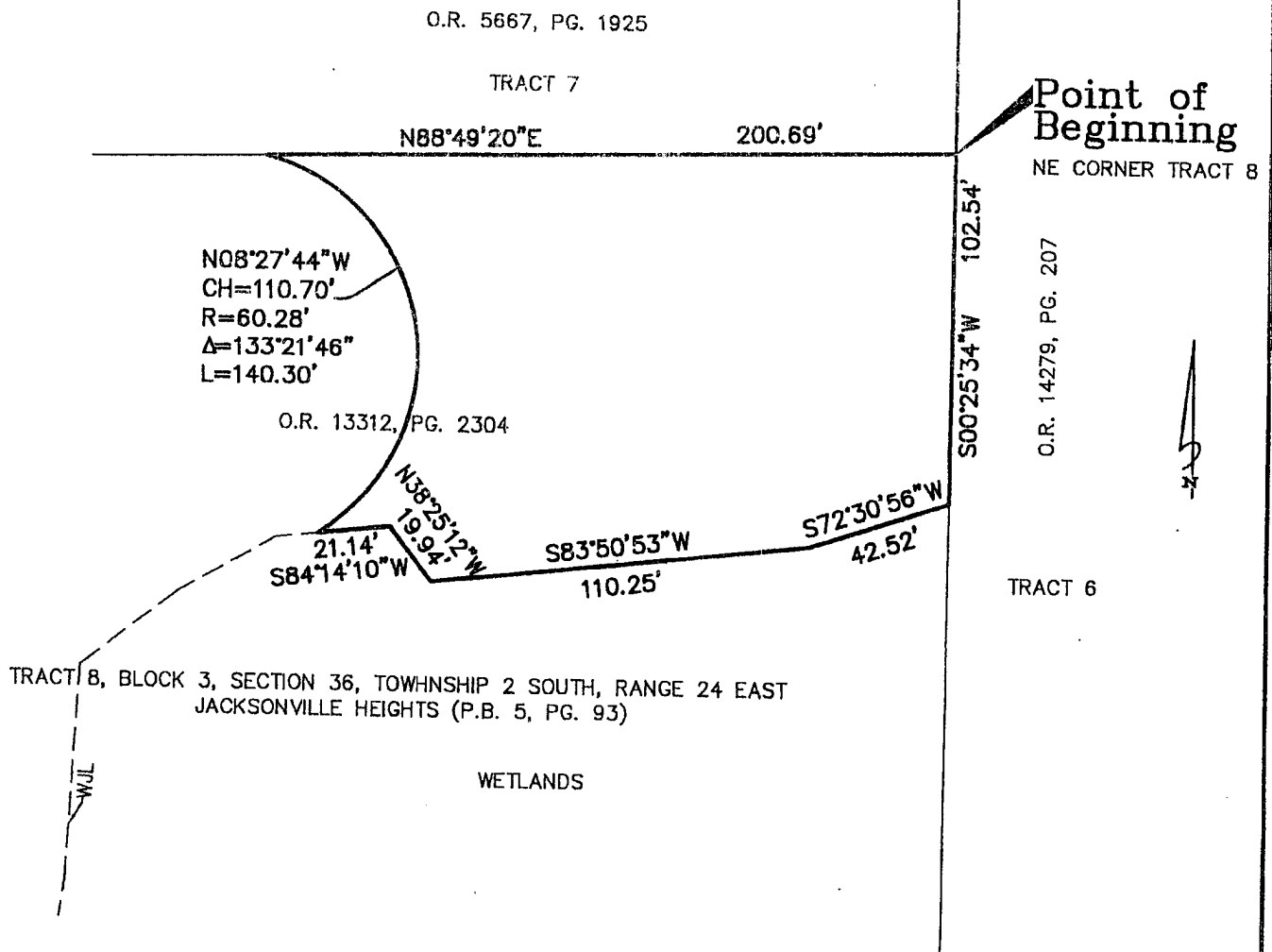
MAP SHOWING

A PORTION OF TRACT 8, BLOCK 3, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 24 EAST, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 8; THENCE SOUTH 00°25'34" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 102.54 FEET; THENCE SOUTH 72°30'56" WEST, 42.52 FEET; THENCE SOUTH 83°50'53" WEST, 110.25 FEET; THENCE NORTH 38°25'12" WEST, 19.94 FEET; THENCE SOUTH 84°14'10" WEST, 21.14 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 60.28 FEET, AN ARC DISTANCE OF 140.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°27'44" WEST, 110.70 FEET TO THE NORTHERLY LINE OF SAID TRACT 8; THENCE NORTH 88°49'20" EAST, ALONG LAST SAID LINE, 200.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES, MORE OR LESS.

FOR: PEACOCK CONSULTING GROUP, LLC



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF TRACT 8, BLOCK 3, SECTION 36, T2S, R24E, AS N88°49'20"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.
5. X-REFERENCE: SURVEY BY CLARY & ASSOC. FILE NO. R7-13B, SA-2614.

GRAPHIC SCALE



(IN FEET)
1" = 50'

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.

DRAFTER: MMS
JOB No. 2008-426

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 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

DATE MAY 1, 2008

SCALE 1" = 50'

CHECKED BY: *mjs*

Clary & Associates, Inc.

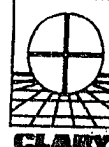
PROFESSIONAL SURVEYORS & MAPPERS

3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

904-260-2703 | WWW.CLARYASSOC.COM

LB NO. 3731

GREGORY B. CLARY, P.L.S. CERT. NO. 3377



LEGEND

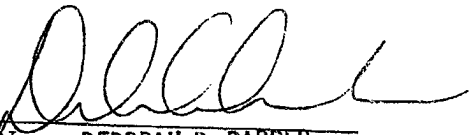
- W.L. = WETLAND
J.L. = JURISDICTIONAL LINE
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG(S) = PAGE(S)
L = ARC LENGTH
R = RADIUS
CH = CHORD
Δ = DELTA

CONSENT AND JOINDER OF MORTGAGEE

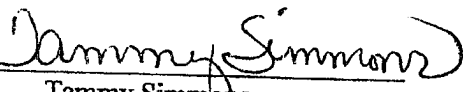
The undersigned, Fidelity National Bank (mortgagee), the mortgagee under that certain Mortgage and Security Agreement dated September 12, 2005 and recorded September 29, 2005 at Official Records Book 12783, page 2390; Note and Mortgage Modification and Spreading Agreement recorded in Official Records Book 12833, page 1136; Official Records Book 12823, page 70; Official Records Book 12870, page 761 and Official Records Book 12905, page 244; Official Records Book 12910, page 2088; Official Records Book 13002, page 1936, Official Records Book 13209, page 1997, all of the public records of Duval County, Florida, 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.

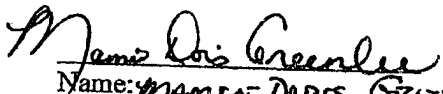
IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 24th day of JUN, 2008.

Witnesses:


Name: DEBORAH D. BARBER

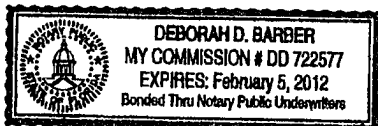
Mortgagee
Fidelity Bank

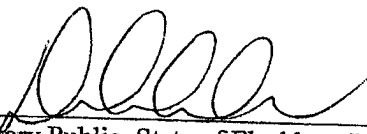
By: 
Tammy Simmons
Its Vice President
Construction Lending


Name: MARIA DORA GREENLEE

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of JUN, 2008 by Tammy Simmons, Vice President, Construction Lending of Fidelity Bank, who did not take an oath.




Notary Public, State of Florida at Large

My Commission Expires: 2-5-2012

Serial No. DD 722577

Personally known ☒ or produced identification ☐ Identification produced ☐