

Prepared by and return to:
Rene Dostie
Starratt Road Developers, LLC
4580 Julington Creek Road
Jacksonville, FL 32223

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DUVAL COUNTY
RECORDING \$ 57.00
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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 23rd day of December, 2003, by **STARRATT ROAD DEVELOPERS, LLC** whose address is 9301 Old Kings Road South, Jacksonville, Florida 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 owns in fee simple, real property in Duval County, Florida, described as Bonaparte Landing and Parque Diane, and as more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "property"); and

WHEREAS, Grantor desires to place a portion of the Property, depicted as wetland conservation area on Exhibit "B" attached hereto and incorporated by this reference (the "Conservation Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of Permit Number 40-031-72029-2 issued by Grantee solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland function; and

WHEREAS, Grantor, desires to preserve the Conservation 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 Conservation Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Conservation Property, and will warrant and defend the same against the lawful claims of all person whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Conservation 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 Conservation Property.

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2. Prohibited Uses. Any activity on or use of the Conservation Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and the uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures.
- (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. Rights of Remedy. The prohibitions and restrictions upon the Conservation Property as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, action for injunctive relief. The provisions in this Conservation Easement restriction may not be amended without prior approval from the St. Johns River Water Management District.

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

5. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- (a) To enter upon and inspect the Conservation Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and/or 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 Conservation Property that may be damaged by any activity inconsistent with this Conservation Easement.

6. 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.

7. 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 Conservation Property arising from Grantor's Ownership of the Conservation Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to any person or personal property which may occur on the Conservation Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, its successors and/or assigns for any injury to or change in the Conservation 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 Conservation Property or to persons resulting from such causes.

9. Trash and Debris Removal. The Grantor, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and debris which may accumulate on such Easement Parcel.

10. Recordation. Grantor shall record this Conservation Easement in a timely fashion in the official records of Duval County, Florida. Grantor shall pay to record this Conservation Easement in the public records.

11. 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 Conservation Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:
Starratt Road Developers, LLC
By: [Signature]
Rene Dostie, Jr., Managing Member

Signed, sealed and delivered in the presence as witnesses:

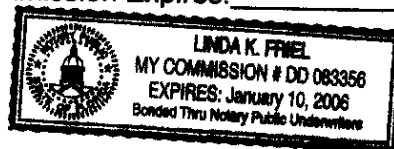
[Signature]
Printed Name: Linda K. Friel

[Signature]
Printed Name: Sylvia Albers

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23rd day of December, 2003, by Rene Dostie, Jr. as Managing Member of Starratt Road Developers, LLC, on behalf of the company. He is personally known to me.

[Signature]
Notary Public, State of Florida at Large.
My Commission Expires: _____

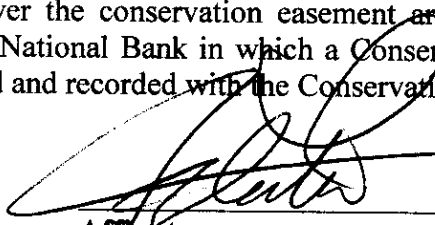


**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR CONSERVATION EASEMENTS**

**STATE OF FLORIDA
COUNTY OF DUVAL**

I, **Rene Dostie, Jr.**, on being duly sworn, state:

1. I am the Managing Member of **Starratt Road Developers, LLC**, a limited liability company (the "Company").
2. The Company's principal place of business in Florida is **9301 Old Kings Road South, Jacksonville, 32257**.
3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the Property") or any interests therein.
4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
5. This affidavit is being made for the purpose of inducing the St. Johns River Water Management District to accept a Conservation Easement over the Property.
6. No encumbrances exist over the conservation easement areas except for a mortgage held by Fidelity National Bank in which a Consent and Joinder of Mortgagee will be executed and recorded with the Conservation Easement.

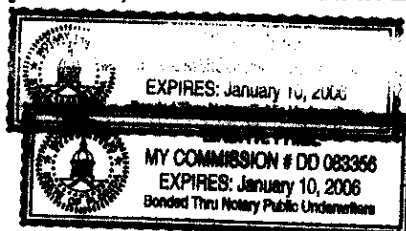


Affiant

The foregoing was acknowledged before me this 23rd day of December, 2003, by **Rene Dostie, Jr.**, as Managing Member of Starratt Road Developers, LLC, on behalf of the company. He is personally known to me.



Notary Public, State of Florida at Large



Consent and Joinder of Mortgagee

The undersigned, Fidelity National Bank, the mortgagee under that certain mortgage dated January 29, 2003, and recorded at Official Records Book 10748, page 2221, of Duval County, Florida, hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in Exhibit "B") to the Conservation Easement.

This Conservation Easement in no way modifies the Mortgage and Security Agreement or Fidelity National Bank lien priority except, and to the extent of the conservation Property, as set forth in the foregoing Conservation Easement. Fidelity National Bank incurs no obligations or liability by its execution, except as specifically set forth herein, unless and until it comes into possession of said Property through foreclosure or the exercise of its remedies under its Mortgage and Security Agreement.

Mortgagee, Fidelity Bank
By: Michael W. Levitt
Name: Michael W. Levitt
Title: Vice-pres

Signed, sealed and delivered
in the presence as witnesses:

Tammy Stuart
Printed Name: Tammy Stuart

Deborah D. Barber
Printed Name: DEBORAH D. BARBER

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 6th day of January, 2004, by Michael W. Levitt, as Vice-pres of Fidelity National Bank, on behalf of the corporation. He is personally known to me.

Deborah D. Barber
Notary Public, State of Florida at Large.
My Commission Expires: _____

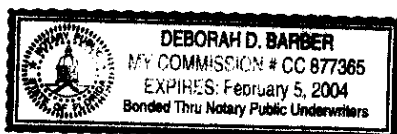


Exhibit "A" Bonaparte Landing

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two and along the Southerly line of said Parcel "A", a distance of 279.65 feet for a POINT OF BEGINNING; thence South 27°30'27" West, 395.05 feet to a point lying on a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, a distance of 7.13 feet, said arc being subtended by a chord bearing and distance of North 64°34'30" West, 7.13 feet to the point of tangency of said curve; thence North 62°31'54" West, 223.06 feet to the point of curvature of a curve concave Easterly, having a radius of 25.00 feet; thence Northerly along the arc of said curve, a distance of 41.61 feet, said arc being subtended by a chord bearing and distance of North 14°50'41" West, 36.97 feet to a point on said curve; thence North 57°09'27" West, 15.00 feet to a point lying on aforesaid Southeasterly right of way line of Starratt Road, said point lying South 32°50'33" West, 238.30 feet from said Southwest corner of Lot 70; thence South 32°50'33" West, along said Southeasterly right of way line, 110.49 feet; thence South 57°09'27" East, 15.00 feet to a point lying on a curve concave Southerly, having a radius of 25.00 feet; thence Easterly along the arc of said curve, a distance of 36.92 feet, said arc being subtended by a chord bearing and distance of North 75°09'19" East, 33.66 feet to the point of tangency of said curve; thence South 62°31'54" East, 229.81 feet to a point of curvature of a curve concave Northerly and having a radius of 150.00 feet; thence Easterly along the arc of said curve, a distance of 186.99 feet, said arc being subtended by a chord bearing and distance of North 81°45'18" East, 175.12 feet; thence South 10°41'08" East, 89.39 feet; thence South 45°10'01" East, 137.03 feet; thence South 69°32'00" East, 142.44 feet; thence South 40°12'28" East, 183.98 feet; thence South 89°26'54" East, 71.60 feet; thence North 76°05'54" East, 662.66 feet; thence North 89°53'35" East, 529 feet, more or less, to a point lying on the centerline of Dunn's Creek; thence Northerly along last said line and its meanderings thereof, 628 feet, more or less, to a point which lies North 89°55'39" East, 1,749 feet, more or less, from the Point of Beginning; thence South 89°55'39" West, along the Southerly line of Ashford Wood Unit Three, as recorded in Plat Book 55, Pages 15 and 15A, of said Current Public Records and along said Southerly line of Ashford Woods Unit Two and along said Southerly line of Parcel "A", a distance of 1,749 feet, more or less, to the POINT OF BEGINNING.

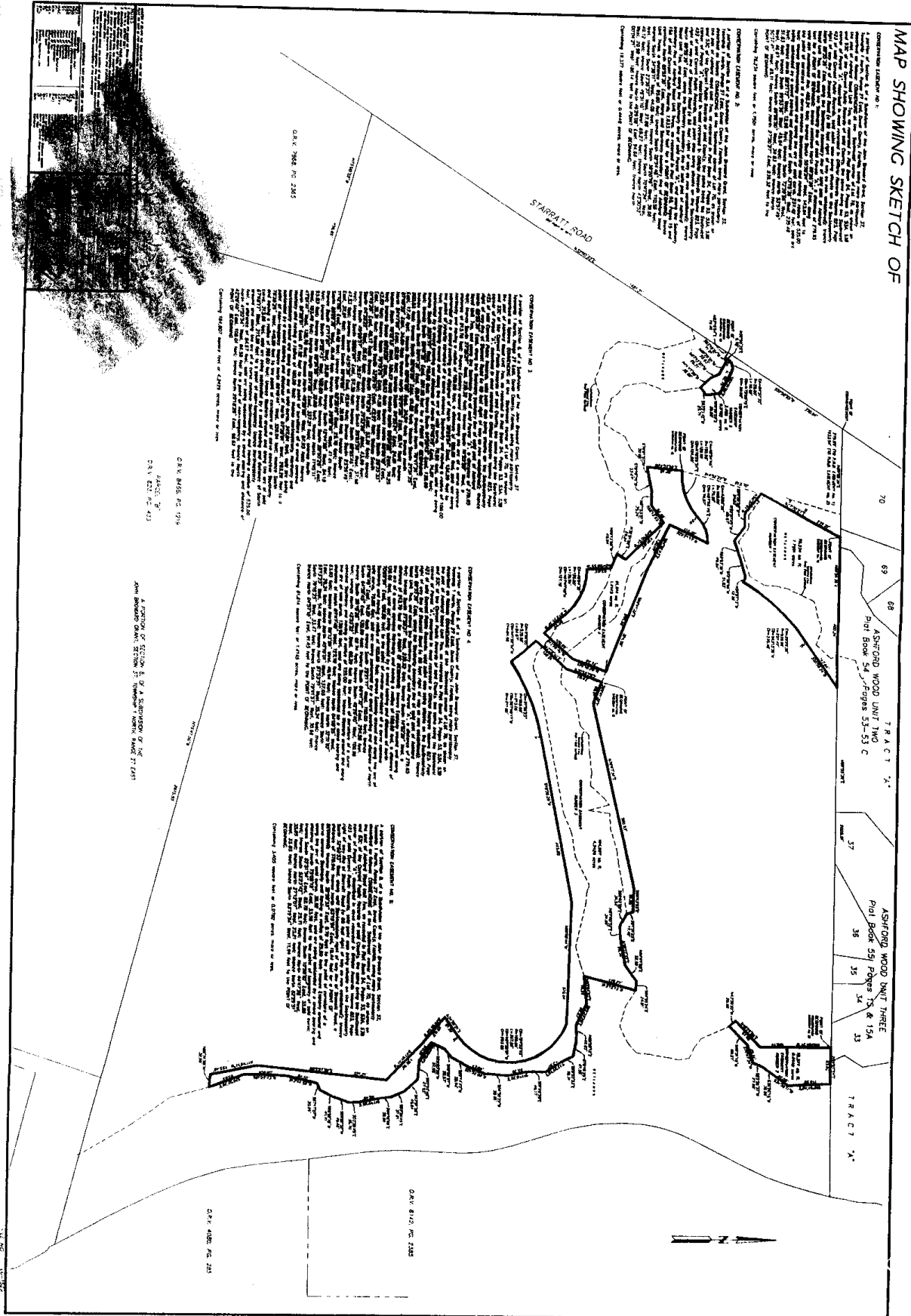
Containing 25.3 acres, more or less.

Exhibit "A" (continued)
Parque Diane

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence South 32°50'33" West, along said Southeasterly right of way line of Starratt Road, 1,268.01 feet for a POINT OF BEGINNING; thence South 57°09'27" East, 15.00 feet to the point of cusp of a curve concave Northwesterly having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, a distance of 47.01 feet, said arc being subtended by a chord bearing and distance of South 21°01'19" East, 40.38 feet to the point of tangency of said curve; thence South 74°53'11" East, 31.55 feet to the point of curvature of a curve concave Southwesterly, having a radius of 210.00 feet; thence Southeasterly along the arc of said curve, a distance of 162.65 feet, said arc being subtended by a chord bearing and distance of South 52°41'53" East, 158.61 feet to a point of reverse curvature of a curve concave Northeasterly, having a radius of 150.00 feet; thence Southeasterly along the arc of said curve, a distance of 118.15 feet, said arc being subtended by a chord bearing and distance of South 53°04'31" East, 115.12 feet to the point of tangency of said curve; thence South 75°38'27" East, 184.53 feet to the point of curvature of a curve concave Northerly, having a radius of 150.00 feet; thence Easterly along the arc of said curve, a distance of 123.37 feet, said arc being subtended by a chord bearing and distance of North 80°47'51" East, 119.92 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 185.00 feet; thence Northeasterly along the arc of said curve, a distance of 24.64 feet, said arc being subtended by a chord bearing and distance of North 61°03'06" East, 24.62 feet to a point on said curve; thence North 17°21'59" West, 56.70 feet; thence North 72°38'01" East, 17.44 feet; thence North 32°51'02" East, 811.98 feet; South 69°32'00" East, 142.44 feet; thence South 40°12'28" East, 183.98 feet; thence South 89°26'54" East, 71.60 feet; thence North 76°05'54" East, 662.66 feet to a point hereinafter referred to as Reference Point "A"; thence return to the POINT OF BEGINNING; thence South 32°50'33" West, along said Southeasterly right of way line of Starratt Road, a distance of 212.38 feet; thence South 75°00'52" East, along the Northerly line of those certain lands described in Official Records Volume 7968, Page 2365, of the Public Records of said County, a distance of 456.89 feet to the Northeast corner thereof, said point also being the Northwest corner of those certain lands described in Official Records Volume 8455, Page 1219 (Parcel "B") of said Current Public Records; thence South 75°47'56" East, along the Northerly line of said last mentioned lands, and along the Northerly line of those certain lands described in Official Records Volume 5028, Page 214 of said Current Public Records, a distance of 2,616 feet, more or less, to the approximate centerline of Dunn's Creek; thence Northerly along said line and its meanderings thereof, 1,475 feet, more or less, to a point which lies North 89°53'35" East, 529 feet, more or less, from said Reference Point "A"; thence South 89°53'35" West, 529 feet, more or less, to said Reference Point "A" and to close.

Containing 48.7 acres, more or less.

MAP SHOWING SKETCH OF



CONVEYANCE INSTRUMENT NO. 1

CONVEYANCE INSTRUMENT NO. 1
 A certain parcel of land, to-wit: a certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plat, and the same is hereinafter described: ...

CONVEYANCE INSTRUMENT NO. 2

CONVEYANCE INSTRUMENT NO. 2
 A certain parcel of land, to-wit: a certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plat, and the same is hereinafter described: ...

STARRATT ROAD

D.K. 2000 PG 2365

CONVEYANCE INSTRUMENT NO. 3

CONVEYANCE INSTRUMENT NO. 3
 A certain parcel of land, to-wit: a certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plat, and the same is hereinafter described: ...

D.K. 4000 PG 2365

CONVEYANCE INSTRUMENT NO. 4

CONVEYANCE INSTRUMENT NO. 4
 A certain parcel of land, to-wit: a certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plat, and the same is hereinafter described: ...

A PORTION OF SECTION 36 OF A SUBDIVISION OF THE ...

CONVEYANCE INSTRUMENT NO. 5

CONVEYANCE INSTRUMENT NO. 5
 A certain parcel of land, to-wit: a certain parcel of land, more or less, situated in the County of ... State of ... containing ... acres, more or less, as shown on the attached plat, and the same is hereinafter described: ...

D.K. 4000 PG 2365

D.K. 8120 PG 2365

70

69

68

37

38

35

34

33

TRACT M

TRACT N

ASHFORD WOOD UNIT TWO C
Plat Book 54 - Pages 53-53

ASHFORD WOOD UNIT THREE
Plat Book 59 - Pages 13 & 13A

PARQUE DIANE / BONAPARTE LANDING

Job No. 2002-1985-14

February 16, 2004

CONSERVATION EASEMENT NO 1:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet for a POINT OF BEGINNING; thence continue North 89°55'39" East, along said last mentioned line, 402.24 feet; thence South 55°58'24" West, 143.84 feet to the point of curvature of a curve concave Southeasterly and having a radius of 535.00 feet; thence Southwesterly around and along the arc of said curve, 237.42 feet, said arc being subtended by a chord bearing and distance of South 43°15'36" West, 235.48 feet; thence North 59°27'12" West, 12.96 feet; thence South 72°39'56" West, 51.83 feet; thence South 69°53'36" West, 49.84 feet; thence North 53°57'49" West, 46.67 feet; thence South 89°58'50" West, 34.83 feet; thence North 50°37'41" West, 65.11 feet; thence North 27°30'27" East, 235.32 feet to the POINT OF BEGINNING.

Containing 76,234 square feet or 1.7501 acres, more or less.

CONSERVATION EASEMENT NO. 2:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", and along the Southerly boundary line of Ashford Wood Unit Three, as recorded in Plat Book 55, Pages 15 and 15A of said Current Public Records, 1,633.94 feet for a POINT OF BEGINNING; thence continue North 89°55'39" East, along said Southerly boundary line of Ashford Wood Unit Three, a distance of 95.60 feet; thence South 02°54'48" East, 110.58 feet; thence South 34°38'11" West, 44.05 feet; thence South 36°20'16" West, 39.06 feet; thence South 23°36'37" West, 27.68 feet; thence South 70°47'24" West, 49.12 feet; thence South 46°31'10" West, 68.27 feet; thence North 43°30'52" West, 20.98 feet; thence North 46°29'08" East, 94.66 feet; thence North 00°04'21" West, 186.14 feet to the POINT OF BEGINNING.

Containing 19,377 square feet or 0.4448 acres, more or less.

CONSERVATION EASEMENT NO. 3:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet; thence South 27°30'27" West, 235.32 feet; thence South 14°52'22" West, a distance of 213.70 feet; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 150.00 feet, a distance of 128.06 feet, said arc being subtended by a chord bearing and distance of North 70°29'54" East, 124.20 feet to the point of reverse curvature of a curve concave Southerly and having a radius of 100.00 feet; thence Easterly around and along the arc of said curve, 75.88 feet, said arc being subtended by a chord bearing and distance of North 67°46'49" East, 74.07 feet; thence South 25°21'17" West, 110.00 feet; thence South 64°38'43" East, 130.09 feet; thence South 69°41'32" East, 324.58 feet for a POINT OF BEGINNING; thence continue South 69°41'32" East, 60.07 feet; thence North 76°47'34" East, 500.93 feet; thence South 88°43'53" East, 61.09 feet; thence South 21°31'25" East, 17.49 feet; thence South 60°42'00" East, 34.54 feet; thence North 87°40'52" East, 34.09 feet; thence North 78°57'35" East, 69.74 feet; thence North 54°47'08" East, 52.92 feet; thence South 84°55'24" East, 24.81 feet; thence South 15°12'13" West, 139.27 feet; thence North 83°54'22" East, 74.25 feet; thence South 65°33'20" East, 60.63 feet; thence North 88°50'12" East, 42.03 feet; thence South 78°15'25" East, 41.56 feet; thence South 28°33'33" East, 36.31 feet; thence South 33°25'15" East, 43.97 feet; thence South 01°49'28" East, 49.17 feet; thence South 11°18'29" East, 53.39 feet; thence South 04°38'22" West, 58.65 feet; thence South 21°32'58" West, 43.69 feet; thence South 49°09'57" West, 28.57 feet; thence South 25°03'56" West, 37.96 feet; thence South 58°02'07" East, 57.38 feet; thence South 85°55'46" East, 47.53 feet; thence South 43°51'38" East, 45.94 feet; thence South 23°35'49" East, 37.61 feet; thence South 09°18'09" East, 38.69 feet; thence South 11°12'05" East, 46.48 feet; thence South 03°38'49" East, 25.70 feet; thence South 20°22'32" West, 40.46 feet; thence South 26°02'18" West, 41.41 feet; thence South 67°17'07" West, 20.29 feet; thence South 12°44'58" West, 84.10 feet; thence South 01°22'43" West, 106.00 feet; thence South 20°50'28" East, 93.83 feet; thence North 86°34'58" West, 32.60 feet; thence North 11°45'11" West, 123.49 feet; thence North 05°57'56" East, 337.21 feet; thence North 47°01'41" West, 136.76 feet; thence North 49°59'00" West, 87.93 feet; thence North 54°38'51" East, 61.92 feet to the point of curvature of a curve concave Westerly and having a radius of 160.00 feet; thence Northeasterly, Northerly and Northwesterly around and along the arc of said curve, 347.84 feet, said arc being subtended by a chord bearing and distance of North 07°38'01" West, 283.28 feet to a point of non-tangency; thence North 88°48'44" West, 320.04 feet; thence South 78°36'29" West, 445.60 feet to the point of curvature of a curve concave Southerly and having a radius of 565.00 feet; thence Westerly around and along the arc of said curve, 213.06 feet, said arc being subtended by a chord bearing and distance of South 67°48'17" West, 211.80 feet to a point of non-tangency; thence Northwesterly around and along the arc of a curve concave Southwesterly and having a radius of 535.00 feet, a distance of 84.67 feet, said arc being subtended by a chord bearing and distance of North 41°22'54" West, 84.58 feet to a point of non-tangency; thence North 42°28'40" East, 108.01 feet; thence North 20°18'28" East, 98.62 feet to the POINT OF BEGINNING.

Containing 184,807 square feet or 4.2426 acres, more or less.

CONSERVATION EASEMENT NO. 4:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet; thence South 27°30'27" West, 235.32 feet; thence South 14°52'22" West, a distance of 213.70 feet for a POINT OF BEGINNING; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 150.00 feet, a distance of 128.06 feet, said arc being subtended by a chord bearing and distance of North 70°29'54" East, 124.20 feet to the point of reverse curvature of a curve concave Southerly and having a radius of 100.00 feet; thence Easterly around and along the arc of said curve, 75.88 feet, said arc being subtended by a chord bearing and distance of North 67°46'49" East, 74.07 feet; thence South 25°21'17" West, 110.00 feet; thence South 64°38'43" East, 130.09 feet; thence South 69°41'32" East, 294.58 feet; thence South 20°18'28" West, 92.74 feet; thence South 42°28'40" West, 100.89 feet; thence North 43°35'32" West, 80.29 feet to the point of curvature of a curve concave Southerly and having a radius of 155.00 feet; thence Westerly around and along the arc of said curve, 130.96 feet, said arc being subtended by a chord bearing and distance of North 67°47'48" West, 127.10 feet; thence North 04°00'55" West, 63.03 feet; thence North 68°13'58" West, 40.94 feet; thence North 32°51'02" East, 26.24 feet; thence North 45°10'01" West, 137.03 feet; thence South 53°13'23" West, 54.48 feet; thence North 87°53'51" West, 35.24 feet; thence South 76°18'25" West, 33.47 feet; thence South 79°41'57" West, 30.68 feet; thence North 04°57'18" East, 91.45 feet to the POINT OF BEGINNING.

Containing 61,614 square feet or 1.4145 acres, more or less.

CONSERVATION EASEMENT NO. 5:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence South 32°50'33" West, along said Southeasterly right of way line of Starratt Road, a distance of 370.94; thence North 83°19'54" East, 19.44 feet for a POINT OF BEGINNING; thence North 32°50'33" East, 9.78 feet to the point of curvature of a curve concave Southerly and having a radius of 25.00 feet; thence Easterly around and along the arc of said curve, 36.92 feet, said arc being subtended by a chord bearing and distance of North 75°09'19" East, 33.56 feet to the point of tangency of said curve; thence South 62°31'54" East, 62.75 feet; thence South 10°59'02" East, 35.88 feet; thence South 53°23'42" West, 25.71 feet; thence North 44°47'28" West, 35.85 feet; thence North 27°12'07" West, 25.21 feet; thence North 62°29'51" West, 35.03 feet; thence South 83°19'54" West, 11.94 feet to the POINT OF BEGINNING.

Containing 3,405 square feet or 0.0782 acres, more or less.

Prepared by and return to:
Rene Dostie
Starratt Road Developers, LLC
4580 Julington Creek Road
Jacksonville, FL 32258

This is a re-recording of the Conservation Easement previously recorded in Book 11698 page 1639 to correct the legal description in Conservation Easement No. 3.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 15th day of November, 2004, by **STARRATT ROAD DEVELOPERS, LLC** whose address is 9301 Old Kings Road South, Jacksonville, Florida 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 owns in fee simple, real property in Duval County, Florida, described as Bonaparte Landing and Parque Diane, and as more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "property"); and

WHEREAS, Grantor desires to place a portion of the Property, depicted as wetland conservation area on Exhibit "B" attached hereto and incorporated by this reference (the "Conservation Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of Permit Number 40-031-72029-2 issued by Grantee solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland function; and

WHEREAS, Grantor, desires to preserve the Conservation 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 Conservation Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Conservation Property, and will warrant and defend the same against the lawful claims of all person whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Conservation 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 Conservation Property.

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2. Prohibited Uses. Any activity on or use of the Conservation Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and the uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures.
- (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. Rights of Remedy. The prohibitions and restrictions upon the Conservation Property as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, action for injunctive relief. The provisions in this Conservation Easement restriction may not be amended without prior approval from the St. Johns River Water Management District.

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

5. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- (a) To enter upon and inspect the Conservation Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and/or 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 Conservation Property that may be damaged by any activity inconsistent with this Conservation Easement.

6. 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.

7. 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 Conservation Property arising from Grantor's Ownership of the Conservation Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to any person or personal property which may occur on the Conservation Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, its successors and/or assigns for any injury to or change in the Conservation 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 Conservation Property or to persons resulting from such causes.

9. Trash and Debris Removal. The Grantor, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and debris which may accumulate on such Easement Parcel.

10. Recordation. Grantor shall record this Conservation Easement in a timely fashion in the official records of Duval County, Florida. Grantor shall pay to record this Conservation Easement in the public records.

11. 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 Conservation Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:

Starratt Road Developers, LLC

By: _____

Rene Dostie, Jr., Managing Member

Signed, sealed and delivered in the presence as witnesses:

Linda K. Friel
Printed Name: Linda K. Friel

Lisa M. Bresee
Printed Name: Lisa M. Bresee

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 15th day of November, 2004, by Rene Dostie, Jr. as Managing Member of Starratt Road Developers, LLC, on behalf of the company. He is personally known to me.

Linda K. Friel
Notary Public, State of Florida at Large.
My Commission Expires: _____

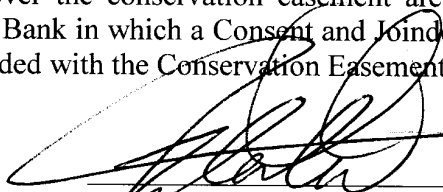


**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR CONSERVATION EASEMENTS**

**STATE OF FLORIDA
COUNTY OF DUVAL**

I, **Rene Dostie, Jr.**, on being duly sworn, state:

1. I am the Managing Member of **Starratt Road Developers, LLC**, a limited liability company (the "Company").
2. The Company's principal place of business in Florida is **9301 Old Kings Road South, Jacksonville, 32257**.
3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the Property") or any interests therein.
4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
5. This affidavit is being made for the purpose of inducing the St. Johns River Water Management District to accept a Conservation Easement over the Property.
6. No encumbrances exist over the conservation easement areas except for a mortgage held by Fidelity Bank in which a Consent and Joinder of Mortgagee will be executed and recorded with the Conservation Easement.



Affiant

The foregoing was acknowledged before me this 15th day of November, 2004, by **Rene Dostie, Jr.**, as Managing Member of Starratt Road Developers, LLC, on behalf of the company. He is personally known to me.



Notary Public, State of Florida at Large



Consent and Joinder of Mortgagee

The undersigned, Fidelity National Bank, the mortgagee under that certain mortgage dated January 29, 2003, and recorded at Official Records Book 10748, page 2221, of Duval County, Florida, hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in Exhibit "B") to the Conservation Easement.

This Conservation Easement in no way modifies the Mortgage and Security Agreement or Fidelity National Bank lien priority except, and to the extent of the conservation Property, as set forth in the foregoing Conservation Easement. Fidelity National Bank incurs no obligations or liability by its execution, except as specifically set forth herein, unless and until it comes into possession of said Property through foreclosure or the exercise of its remedies under its Mortgage and Security Agreement.

Mortgagee, Fidelity Bank

By: Tammy Stuart
Name: Tammy Stuart
Title: Assistant Vice President

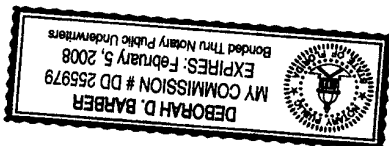
Signed, sealed and delivered
in the presence as witnesses:

Carolyn F. Carney
Printed Name: Carolyn F. Carney

Deborah D. Barber
Printed Name: DEBORAH D. BARBER

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this ___ day of November, 2004, by Tammy Stuart, as Assistant Vice President of Fidelity Bank, on behalf of the corporation. He is personally known to me.



Deborah D. Barber
Notary Public, State of Florida at Large.
My Commission Expires: _____

Exhibit "A" Bonaparte Landing

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeastery right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two and along the Southerly line of said Parcel "A", a distance of 279.65 feet for a POINT OF BEGINNING; thence South 27°30'27" West, 395.05 feet to a point lying on a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, a distance of 7.13 feet, said arc being subtended by a chord bearing and distance of North 64°34'30" West, 7.13 feet to the point of tangency of said curve; thence North 62°31'54" West, 223.06 feet to the point of curvature of a curve concave Easterly, having a radius of 25.00 feet; thence Northerly along the arc of said curve, a distance of 41.61 feet, said arc being subtended by a chord bearing and distance of North 14°50'41" West, 36.97 feet to a point on said curve; thence North 57°09'27" West, 15.00 feet to a point lying on aforesaid Southeastery right of way line of Starratt Road, said point lying South 32°50'33" West, 238.30 feet from said Southwest corner of Lot 70; thence South 32°50'33" West, along said Southeastery right of way line, 110.49 feet; thence South 57°09'27" East, 15.00 feet to a point lying on a curve concave Southerly, having a radius of 25.00 feet; thence Easterly along the arc of said curve, a distance of 36.92 feet, said arc being subtended by a chord bearing and distance of North 75°09'19" East, 33.66 feet to the point of tangency of said curve; thence South 62°31'54" East, 229.81 feet to a point of curvature of a curve concave Northerly and having a radius of 150.00 feet; thence Easterly along the arc of said curve, a distance of 186.99 feet, said arc being subtended by a chord bearing and distance of North 81°45'18" East, 175.12 feet; thence South 10°41'08" East, 89.39 feet; thence South 45°10'01" East, 137.03 feet; thence South 69°32'00" East, 142.44 feet; thence South 40°12'28" East, 183.98 feet; thence South 89°26'54" East, 71.60 feet; thence North 76°05'54" East, 662.66 feet; thence North 89°53'35" East, 529 feet, more or less, to a point lying on the centerline of Dunn's Creek; thence Northerly along last said line and its meanderings thereof, 628 feet, more or less, to a point which lies North 89°55'39" East, 1,749 feet, more or less, from the Point of Beginning; thence South 89°55'39" West, along the Southerly line of Ashford Wood Unit Three, as recorded in Plat Book 55, Pages 15 and 15A, of said Current Public Records and along said Southerly line of Ashford Woods Unit Two and along said Southerly line of Parcel "A", a distance of 1,749 feet, more or less, to the POINT OF BEGINNING.

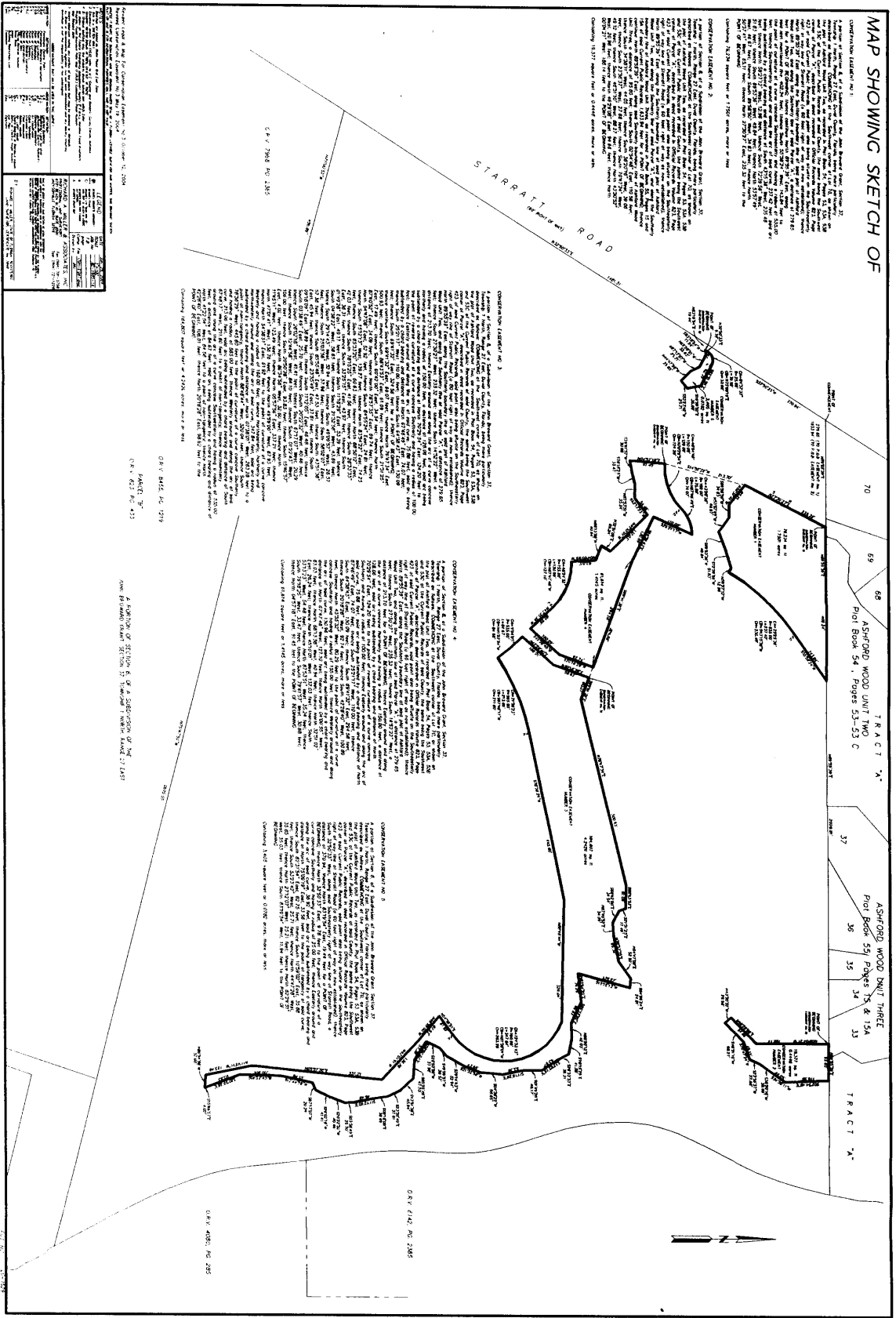
Containing 25.3 acres, more or less.

Exhibit "A" (continued) Parque Diane

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeastery right of way line of Starratt Road (a 60 foot right of way as now established); thence South 32°50'33" West, along said Southeastery right of way line of Starratt Road, 1,268.01 feet for a POINT OF BEGINNING; thence South 57°09'27" East, 15.00 feet to the point of cusp of a curve concave Northwesterly having a radius of 25.00 feet; thence Southeastery along the arc of said curve, a distance of 47.01 feet, said arc being subtended by a chord bearing and distance of South 21°01'19" East, 40.38 feet to the point of tangency of said curve; thence South 74°53'11" East, 31.55 feet to the point of curvature of a curve concave Southwesterly, having a radius of 210.00 feet; thence Southeastery along the arc of said curve, a distance of 162.65 feet, said arc being subtended by a chord bearing and distance of South 52°41'53" East, 158.61 feet to a point of reverse curvature of a curve concave Northeasterly, having a radius of 150.00 feet; thence Southeastery along the arc of said curve, a distance of 118.15 feet, said arc being subtended by a chord bearing and distance of South 53°04'31" East, 115.12 feet to the point of tangency of said curve; thence South 75°38'27" East, 184.53 feet to the point of curvature of a curve concave Northerly, having a radius of 150.00 feet; thence Easterly along the arc of said curve, a distance of 123.37 feet, said arc being subtended by a chord bearing and distance of North 80°47'51" East, 119.92 feet to a point of reverse curvature of a curve concave Southeastery, having a radius of 185.00 feet; thence Northeastery along the arc of said curve, a distance of 24.64 feet, said arc being subtended by a chord bearing and distance of North 61°03'06" East, 24.62 feet to a point on said curve; thence North 17°21'59" West, 56.70 feet; thence North 72°38'01" East, 17.44 feet; thence North 32°51'02" East, 811.98 feet; thence North 69°32'00" East, 142.44 feet; thence South 40°12'28" East, 183.98 feet; thence South 89°26'54" East, 71.60 feet; thence North 76°05'54" East, 662.66 feet to a point hereinafter referred to as Reference Point "A"; thence return to the POINT OF BEGINNING; thence South 32°50'33" West, along said Southeastery right of way line of Starratt Road, a distance of 212.38 feet; thence South 75°00'52" East, along the Northerly line of those certain lands described in Official Records Volume 7968, Page 2365, of the Public Records of said County, a distance of 456.89 feet to the Northeast corner thereof, said point also being the Northwest corner of those certain lands described in Official Records Volume 8455, Page 1219 (Parcel "B") of said Current Public Records; thence South 75°47'56" East, along the Northerly line of said last mentioned lands, and along the Northerly line of those certain lands described in Official Records Volume 5028, Page 214 of said Current Public Records, a distance of 2,616 feet, more or less, to the approximate centerline of Dunn's Creek; thence Northerly along said line and its meanderings thereof, 1,475 feet, more or less, to a point which lies North 89°53'35" East, 529 feet, more or less, from said Reference Point "A"; thence South 89°53'35" West, 529 feet, more or less, to said Reference Point "A" and to close.

Containing 48.7 acres, more or less.

MAP SHOWING SKETCH OF



<p>Number of Acres and Containing of Section 31, October 15, 1938</p> <p>Number of Acres and Containing of Section 32, October 15, 1938</p>	
<p>Section 31</p> <p>Section 32</p>	<p>Section 31</p> <p>Section 32</p>

Number of Acres and Containing of Section 31, October 15, 1938

Number of Acres and Containing of Section 32, October 15, 1938

COMPARISON LISTING No. 1

COMPARISON LISTING No. 2

COMPARISON LISTING No. 3

COMPARISON LISTING No. 4

COMPARISON LISTING No. 1

COMPARISON LISTING No. 2

COMPARISON LISTING No. 3

COMPARISON LISTING No. 4

COMPARISON LISTING No. 1

COMPARISON LISTING No. 2

COMPARISON LISTING No. 3

COMPARISON LISTING No. 4

COMPARISON LISTING No. 1

COMPARISON LISTING No. 2

COMPARISON LISTING No. 3

COMPARISON LISTING No. 4

DRY HILL, PL. 1779

SECTION 31

C.S. 4521, P. 413

DRY HILL, PL. 1779

SECTION 31

C.S. 4521, P. 413

DRY HILL, PL. 1779

SECTION 31

C.S. 4521, P. 413

DRY HILL, PL. 1779

SECTION 31

C.S. 4521, P. 413

[Handwritten signature]

PARQUE DIANE / BONAPARTE LANDING

Job No. 2002-1985-14

February 16, 2004

CONSERVATION EASEMENT NO 1:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North $89^{\circ}55'39''$ East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet for a POINT OF BEGINNING; thence continue North $89^{\circ}55'39''$ East, along said last mentioned line, 402.24 feet; thence South $55^{\circ}58'24''$ West, 143.84 feet to the point of curvature of a curve concave Southeasterly and having a radius of 535.00 feet; thence Southwesterly around and along the arc of said curve, 237.42 feet, said arc being subtended by a chord bearing and distance of South $43^{\circ}15'36''$ West, 235.48 feet; thence North $59^{\circ}27'12''$ West, 12.96 feet; thence South $72^{\circ}39'56''$ West, 51.83 feet; thence South $69^{\circ}53'36''$ West, 49.84 feet; thence North $53^{\circ}57'49''$ West, 46.67 feet; thence South $89^{\circ}58'50''$ West, 34.83 feet; thence North $50^{\circ}37'41''$ West, 65.11 feet; thence North $27^{\circ}30'27''$ East, 235.32 feet to the POINT OF BEGINNING.

Containing 76,234 square feet or 1.7501 acres, more or less.

CONSERVATION EASEMENT NO. 2:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", and along the Southerly boundary line of Ashford Wood Unit Three, as recorded in Plat Book 55, Pages 15 and 15A of said Current Public Records, 1,633.94 feet for a POINT OF BEGINNING; thence continue North 89°55'39" East, along said Southerly boundary line of Ashford Wood Unit Three, a distance of 95.60 feet; thence South 02°54'48" East, 110.58 feet; thence South 34°38'11" West, 44.05 feet; thence South 36°20'16" West, 39.06 feet; thence South 23°36'37" West, 27.68 feet; thence South 70°47'24" West, 49.12 feet; thence South 46°31'10" West, 68.27 feet; thence North 43°30'52" West, 20.98 feet; thence North 46°29'08" East, 94.66 feet; thence North 00°04'21" West, 186.14 feet to the POINT OF BEGINNING.

Containing 19,377 square feet or 0.4448 acres, more or less.

REVISED May 19, 2004
REVISED October 12, 2004

CONSERVATION EASEMENT NO. 3:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet; thence South 27°30'27" West, 235.32 feet; thence South 14°52'22" West, a distance of 213.70 feet; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 150.00 feet, a distance of 128.06 feet, said arc being subtended by a chord bearing and distance of North 70°29'54" East, 124.20 feet to the point of reverse curvature of a curve concave Southerly and having a radius of 100.00 feet; thence Easterly around and along the arc of said curve, 75.88 feet, said arc being subtended by a chord bearing and distance of North 67°46'49" East, 74.07 feet; thence South 25°21'17" West, 110.00 feet; thence South 64°38'43" East, 130.09 feet; thence South 69°41'32" East, 324.58 feet for a POINT OF BEGINNING; thence continue South 69°41'32" East, 60.07 feet; thence North 76°47'34" East, 500.93 feet; thence South 88°43'53" East, 61.09 feet; thence South 21°31'25" East, 17.49 feet; thence South 60°42'00" East, 34.54 feet; thence North 87°40'52" East, 34.09 feet; thence North 78°57'35" East, 69.74 feet; thence North 54°47'08" East, 52.92 feet; thence South 84°55'24" East, 24.81 feet; thence South 15°12'13" West, 139.27 feet; thence North 83°54'22" East, 74.25 feet; thence South 65°33'20" East, 60.63 feet; thence North 88°50'12" East, 42.03 feet; thence South 78°15'25" East, 41.56 feet; thence South 28°33'33" East, 36.31 feet; thence South 33°25'15" East, 43.97 feet; thence South 01°49'28" East, 49.17 feet; thence South 11°18'29" East, 53.39 feet; thence South 04°38'22" West, 58.65 feet; thence South 21°32'58" West, 43.69 feet; thence South 29°14'43" West, 52.94 feet; thence South 49°09'57" West, 28.57 feet; thence South 25°03'56" West, 37.96 feet; thence South 58°02'07" East, 57.38 feet; thence South 85°55'46" East, 47.53 feet; thence South 43°51'38" East, 45.94 feet; thence South 23°35'49" East, 37.61 feet; thence South 09°18'09" East, 38.69 feet; thence South 11°12'05" East, 46.48 feet; thence South 03°38'49" East, 25.70 feet; thence South 20°22'32" West, 40.46 feet; thence South 26°02'18" West, 41.41 feet; thence South 67°17'07" West, 20.29 feet; thence South 12°44'58" West, 84.10 feet; thence South 01°22'43" West, 106.00 feet; thence South 20°50'28" East, 93.83 feet; thence South 15°46'57" East, 4.02 feet; thence North 86°34'58" West, 32.60 feet; thence North 11°45'11" West, 123.49 feet; thence North 05°57'56" East, 337.21 feet; thence North 47°01'41" West, 136.76 feet; thence North 49°59'00" West, 87.93 feet; thence North 54°38'51" East, 61.92 feet to the point of curvature of a curve concave Westerly and having a radius of 160.00 feet; thence Northeasterly, Northerly and Northwesterly around and along the arc of said curve, 347.84 feet, said arc being subtended by a chord bearing and distance of North 07°38'01" West, 283.28 feet to a point of non-tangency; thence North 88°48'44" West, 320.04 feet;

thence South 78°36'29" West, 445.60 feet to the point of curvature of a curve concave Southerly and having a radius of 565.00 feet; thence Westerly around and along the arc of said curve, 213.06 feet, said arc being subtended by a chord bearing and distance of South 67°48'17" West, 211.80 feet to a point of non-tangency; thence Northwesterly around and along the arc of a curve concave Southwesterly and having a radius of 535.00 feet, a distance of 84.67 feet, said arc being subtended by a chord bearing and distance of North 41°22'54" West, 84.58 feet to a point of non-tangency; thence North 42°28'40" East, 108.01 feet; thence North 20°18'28" East, 98.62 feet to the POINT OF BEGINNING.

Containing 184,807 square feet or 4.2426 acres, more or less.

CONSERVATION EASEMENT NO. 4.

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence North 89°55'39" East, along the Southerly boundary line of said plat of Ashford Wood Unit Two, and along the Southerly line of said Parcel "A", a distance of 279.65 feet; thence South 27°30'27" West, 235.32 feet; thence South 14°52'22" West, a distance of 213.70 feet for a POINT OF BEGINNING; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 150.00 feet, a distance of 128.06 feet, said arc being subtended by a chord bearing and distance of North 70°29'54" East, 124.20 feet to the point of reverse curvature of a curve concave Southerly and having a radius of 100.00 feet; thence Easterly around and along the arc of said curve, 75.88 feet, said arc being subtended by a chord bearing and distance of North 67°46'49" East, 74.07 feet; thence South 25°21'17" West, 110.00 feet; thence South 64°38'43" East, 130.09 feet; thence South 69°41'32" East, 294.58 feet; thence South 20°18'28" West, 92.74 feet; thence South 42°28'40" West, 100.89 feet; thence North 43°35'32" West, 80.29 feet to the point of curvature of a curve concave Southerly and having a radius of 155.00 feet; thence Westerly around and along the arc of said curve, 130.96 feet, said arc being subtended by a chord bearing and distance of North 67°47'48" West, 127.10 feet; thence North 04°00'55" West, 63.03 feet; thence North 68°13'58" West, 40.94 feet; thence North 32°51'02" East, 26.24 feet; thence North 45°10'01" West, 137.03 feet; thence South 53°13'23" West, 54.48 feet; thence North 87°53'51" West, 35.24 feet; thence South 76°18'25" West, 33.47 feet; thence South 79°41'57" West, 30.68 feet; thence North 04°57'18" East, 91.45 feet to the POINT OF BEGINNING.

Containing 61,614 square feet or 1.4145 acres, more or less.

CONSERVATION EASEMENT NO. 5:

A portion of Section 8, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the Southwest corner of Lot 70, as shown on the plat of Ashford Wood Unit Two, as recorded in Plat Book 54, Pages 53, 53A, 53B and 53C of the Current Public Records of said County, the same being the Southwest corner of Parcel "A", described in deed recorded in Official Records Volume 823, Page 423 of said Current Public Records, said point also being situate on the Southeasterly right of way line of Starratt Road (a 60 foot right of way as now established); thence South $32^{\circ}50'33''$ West, along said Southeasterly right of way line of Starratt Road, a distance of 370.94; thence North $83^{\circ}19'54''$ East, 19.44 feet for a POINT OF BEGINNING; thence North $32^{\circ}50'33''$ East, 9.78 feet to the point of curvature of a curve concave Southerly and having a radius of 25.00 feet; thence Easterly around and along the arc of said curve, 36.92 feet, said arc being subtended by a chord bearing and distance of North $75^{\circ}09'19''$ East, 33.56 feet to the point of tangency of said curve; thence South $62^{\circ}31'54''$ East, 62.75 feet; thence South $10^{\circ}59'02''$ East, 35.88 feet; thence South $53^{\circ}23'42''$ West, 25.71 feet; thence North $44^{\circ}47'28''$ West, 35.85 feet; thence North $27^{\circ}12'07''$ West, 25.21 feet; thence North $62^{\circ}29'51''$ West, 35.03 feet; thence South $83^{\circ}19'54''$ West, 11.94 feet to the POINT OF BEGINNING.

Containing 3,405 square feet or 0.0782 acres, more or less.

Prepared by and return to:
Rene Dostie
Starratt Road Developers, LLC
4580 Julington Creek Road
Jacksonville, FL 32258

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 16th day of January, 2006, by Bonaparte Landing Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 4580 Julington Creek Road, Jacksonville, Florida 32258 ("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 owns in fee simple, real property in Duval County, Florida, described as Tract C, Bonaparte Landing, according to plat thereof, as recorded in Plat Book 57, Pages 54 and 54A through 54D, inclusive, of the Public Records of Duval County, Florida (the "property"); and

WHEREAS, Grantor desires to place a portion of the Property, as described on Exhibit "A" attached hereto and incorporated by this reference (the "Conservation Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of Permit Number 40-031-72029-2 issued by Grantee solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland function; and

WHEREAS, Grantor, desires to preserve the Conservation 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 Conservation Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Conservation Property, and will warrant and defend the same against the lawful claims of all person whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Conservation 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 Conservation Property.

2. Prohibited Uses. Any activity on or use of the Conservation Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and the uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures.
- (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. Rights of Remedy. The prohibitions and restrictions upon the Conservation Property as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, action for injunctive relief. The provisions in this Conservation Easement restriction may not be amended without prior approval from the St. Johns River Water Management District.

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

5. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- (a) To enter upon and inspect the Conservation Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and/or 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 Conservation Property that may be damaged by any activity inconsistent with this Conservation Easement.

6. 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.

7. 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 Conservation Property arising from Grantor's Ownership of the Conservation Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to any person or personal property which may occur on the Conservation Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, its successors and/or assigns for any injury to or change in the Conservation 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 Conservation Property or to persons resulting from such causes.

9. Trash and Debris Removal. The Grantor, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and debris which may accumulate on such Easement Parcel.

10. Recordation. Grantor shall record this Conservation Easement in a timely fashion in the official records of Duval County, Florida. Grantor shall pay to record this Conservation Easement in the public records.

11. 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 Conservation Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:

Bonaparte Landing Homeowners Association, Inc.

By: *Rene Dostie*
Rene Dostie, President

Signed, sealed and delivered
in the presence as witnesses:

Linda K Friel
Printed Name: LINDA K FRIEL

Grant Dostie
Printed Name: GRANT DOSTIE

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 16th day of January, 2006, by Rene Dostie as President of Bonaparte Landing Homeowners Association, Inc., on behalf of the company. He is personally known to me.

Linda K Friel
Notary Public, State of Florida at Large
My Commission Expires: _____



EXHIBIT "A"

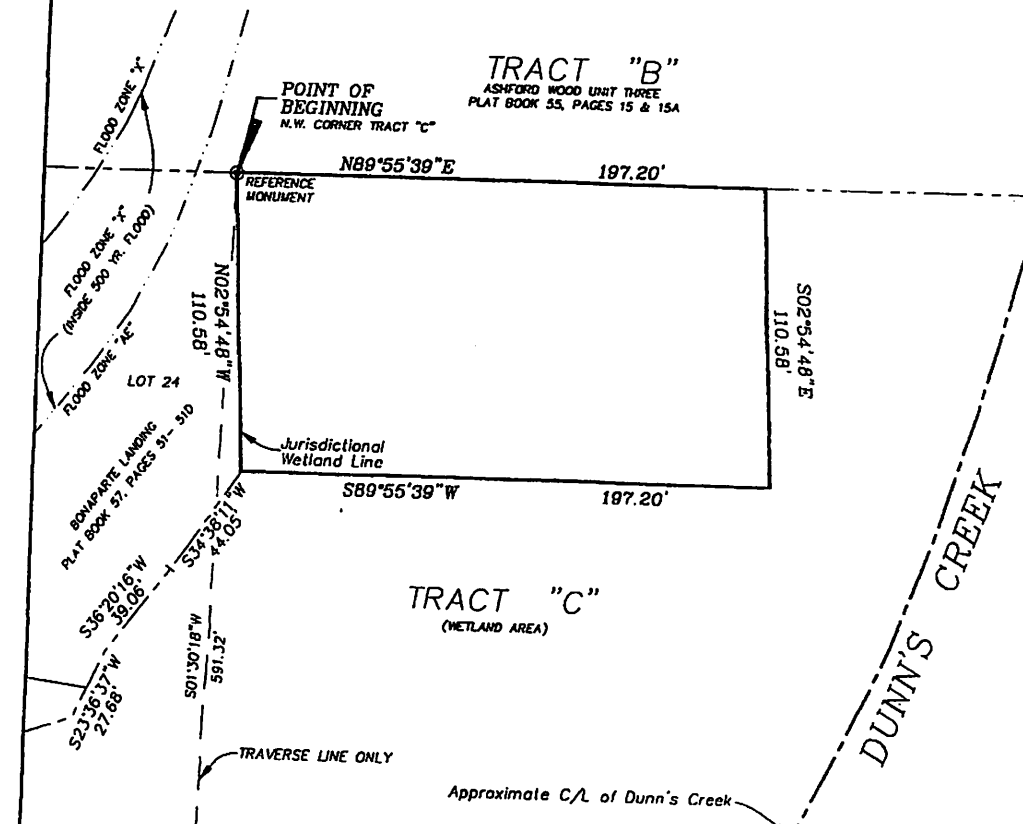
MAP SHOWING SKETCH OF

BONAPARTE LANDING CONSERVATION

A portion of Tract "C" (Wetland Area) as shown on the plot of Bonaparte Landing, as recorded in Plat Book 57, Pages 54, 54A, 54B, 54C and 54D of the Current Public Records of Duval County, Florida and being more particularly described as follows: BEGINNING at the Northwest corner of said Tract "C"; thence North 89°55'39" East, along the North line of said Tract "C", 197.20 feet; thence South 02°54'48" East, 110.58 feet; thence South 89°55'39" West, 197.20 feet to the West line of said Tract "C"; thence North 02°54'48" West, along said West line of Tract "C", 110.58 feet to the POINT OF BEGINNING.

Containing 0.500 acres, more or less.

CERTIFIED TO: STARRETT ROAD DEVELOPERS



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.

- NOTES**
1. Bearings are based on the SOUTH LINE OF TRACT "B", ASHFORD WOOD U-3 (N89°55'39"E)
 2. This is a MAP SHOWING BOUNDARY SURVEY
 3. Elevations shown (13.0) refer to U.S. Coastal and Geodetic Survey Datum, National Geodetic Vertical Datum of 1929, (M.G.V.D. of 1929).
 4. By Graphic plotting only, the property shown hereon has within Zones: "X" & "AC" (EL=10) as shown on the Federal Emergency Management Agency (F.E.M.A.), National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community-Fund Number 120077-0157E Map Revised date: 08/15/89
 5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands herefrom is not the responsibility of the undersigned
 6. There may be Restrictions or Easements of Record used by this examination that have not been shown hereon.
- ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	E.Q.P.	Equipment
P.T.	Point of Tangency	A/C	A/C Conditioner
P.R.C.	Point of Reverse Curvature	C.T.V.	Cable Television
P.I.	Point of Intersection	O.L.	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R	Radius equals
O.B.	Open Book	L.E.	Lot Length equals
P.	page	Ch=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	A=	Delta or Central Angle equals
Emit	Easement	I.P.	Iron Pipe
		Conc.	Concrete

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- DENOTES IRON PIPE SET WITH CAP, R. MILLER & ASSOC.
- DENOTES IRON PIPE FOUND (AS NOTED)
- ✕ DENOTES CROSS CUT

DATE 12-14-05
SCALE 1"=50'
JOB No. 2002-1985-23
F.B. MAP
page
Comp. File BONASOT SH15
Drawn by B.R.B.

RICHARD A. MILLER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
Fax (904) 721-5758
Tele (904) 721-1226

WE BE TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 1207-F.A.R. (formerly CHAPTER 1204-F.A.R.) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.22, F.L.A.S. STATUTE.

BY: *Richard A. Miller*
RICHARD A. MILLER, STATE OF FLORIDA REGISTERED LAND SURVEYOR, CERTIFICATE No. 3818