

Prepared by and return to:

Rosel Rodríguez Pine, Esquire
Akerman, Senterfitt & Eidson
50 North Laura Street, Suite 2500
Jacksonville, Florida 32202

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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 25.00
TRUST FUND \$ 3.50
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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made effective as of the 17th day of September, 2002, by and between **VICTORIA LAKES, LLC**, a Florida limited liability company ("Victoria Lakes"), and **WALKABOUT LAND COMPANY, LLC**, a Florida limited liability company ("Walkabout").

A. Victoria Lakes has this date acquired from Howard J. Shaw, John R. Shaw, Jr., Deborah H. Shaw and Sylvia Pittman (the "Grantors") that certain property located in Duval County, Florida, and more particularly described in Exhibit "A" attached hereto (the "Victoria Lakes Parcel"). The Victoria Lakes Parcel is subject to a certain non-exclusive easement for ingress and egress (the "Easement"), which Easement was reserved by the Grantors in the deed conveying the Victoria Lakes Parcel to Victoria Lakes.

B. Walkabout has this date acquired from the Grantors that certain property located in Duval County, Florida, and more particularly described in Exhibit "B" attached hereto (the "Walkabout Parcel"), together with all of Grantors' right, title and interest in and to the Easement. The Walkabout Parcel is landlocked and the Easement is intended to provide access to the Walkabout Parcel from Yellow Bluff Road, a public right-of-way.

C. Victoria Lakes and Walkabout wish to memorialize their agreement with respect to the termination of the Easement upon the platting of the Victoria Lakes Parcel, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, whose receipt and adequacy are acknowledged, the parties agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.
2. The Easement and this Agreement will automatically terminate, without any further action by Victoria Lakes, Walkabout, or the holder of any mortgage lien upon the Victoria Lakes Parcel or the Walkabout Parcel, immediately upon the filing by Victoria Lakes in the public records of Duval County, Florida, of a plat of the Victoria Lakes Parcel (the "Plat") which provides access to the Walkabout Parcel from Yellow Bluff Road by public or private rights-of-way or a combination thereof. Walkabout hereby agrees to join in the execution of the Plat upon the request of Victoria Lakes, and hereby appoints Victoria Lakes as Walkabout's attorney-in-fact to execute

such joinder in the Plat if Walkabout fails to do so within three (3) business days after written request to join in the Plat.

3. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns, and will be a covenant running with the land. This Agreement is governed by and will be interpreted in accordance with the laws of the state of Florida. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may only be amended by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth in the acknowledgements below, but effective for all purposes as of the date first above written.

Signed, sealed and delivered
in the presence of:

VICTORIA LAKES, LLC,
a Florida limited liability company

Mary Louise Dungey
Print Name: Mary Louise Dungey

By: V. Hawley Smith, Jr.
V. HAWLEY SMITH, JR.,
Its Managing Member

Donna Passmore
Print Name: DONNA PASSMORE

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this ____ day of September, 2002, by V. Hawley Smith, Jr., as Managing Member of Victoria Lakes, LLC, a Florida limited liability company, on behalf of the company. He [CHOOSE ONE]:

- ☒ is personally known to me OR
☐ produced a Florida driver's license as identification OR
☐ produced _____ as identification.

[NOTARY SEAL]

Donna Passmore
Print Name: _____
Notary Public, State of _____
My Commission Expires: _____
Commission Number: _____
DONNA PASSMORE
MY COMMISSION # CC 879171
EXPIRES: Oct 12, 2003
Fla. Notary Service & Bonding Co.

Signed, sealed and delivered
in the presence of:

WALKABOUT LAND COMPANY, LLC,
a Florida limited liability company

Mary Louise Dingen
Print Name: MARY LOUISE DINGEN

By: V. Hawley Smith, Jr.
V. HAWLEY SMITH, JR.,
Its Managing Member

Donna Passmore
Print Name: DONNA PASSMORE

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this ____ day of September, 2002, by V. Hawley Smith, Jr., as Managing Member of Walkabout Land Company, LLC, a Florida limited liability company, on behalf of the company. He [CHOOSE ONE]:

- ☒ is personally known to me OR
☐ produced a Florida driver's license as identification OR
☐ produced _____ as identification.

Donna Passmore
Print Name: _____
Notary Public, State of _____
My Commission expires _____
Commission number _____
EXPIRES: Oct 12, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

[NOTARY SEAL]

EXHIBIT "A"

A PARCEL OF LAND, BEING A PORTION OF GOVERNMENT LOT 4, AND A PORTION OF THE WEST ½, OF THE SOUTHWEST ¼, OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 27 EAST, TOGETHER WITH ALL OF THE NORTHEAST ¼, OF THE NORTHWEST ¼, OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 27 EAST, AND A PORTION OF GOVERNMENT LOT 2, AND A PORTION OF THE SOUTH ½, OF THE NORTHEAST ¼, OF AFORESAID SECTION 26, ALL IN THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCEAT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4, SECTION 23, AND RUN THENCE SOUTH 01°05'27" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, SECTION 23, (ALSO BEING THE EAST LINE OF THE WEST ½, OF THE SOUTHWEST ¼, OF SAID SECTION 23), A DISTANCE OF 17.42 FEET; RUN THENCE NORTH 89°27'10" WEST, A DISTANCE OF 68.93 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YELLOW BLUFF ROAD, (A 100 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED); RUN THENCE SOUTH 10°57'25" WEST, ALONG LAST SAID LINE, A DISTANCE OF 443.28 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 79°02'35" EAST, A DISTANCE OF 228.43 FEET TO A POINT; RUN THENCE NORTH 10°57'25" EAST, A DISTANCE OF 14.46 FEET, TO A POINT; RUN THENCE SOUTH 79°04'08" EAST, A DISTANCE OF 120.00 FEET, TO A POINT; RUN THENCE NORTH 53°50'18" EAST, A DISTANCE OF 14.70 FEET, TO A POINT; RUN THENCE NORTH 10°57'25" EAST, A DISTANCE OF 164.89 FEET, TO A POINT; RUN THENCE NORTH 89°36'19" EAST, A DAISTANCE OF 250.82 FEET, TO A POINT; RUN THENCE SOUTH 15°58'00" EAST, A DISTANCE OF 240.38 FEET, TO A POINT; RUN THENCE SOUTH 41°32'30" WEST, A DISTANCE OF 37.00 FEET, TO A POINT; RUN THENCE SOUTH 48°27'30" EAST, A DISTANCE OF 227.21 FEET, TO A POINT; RUN THENCE SOUTH 14°07'53" WEST, A DISTANCE OF 31.31 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 24°50'26" TO THE RIGHT, AND ARC DISTANCE OF 52.03 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDE BY A CHORD BEARING OF SOUTH 26°33'06" WEST, 51.62 FEET; RUN THENCE SOUTH 51°01'41" EAST, A DISTANCE OF 179.40 FEET, TO A POINT; RUN THENCE NORTH 20°58'28" EAST, A DISTANCE OF 276.26 FEET, TO A POINT; RUN THENCE NORTH 88°49'49" EAST, A DISTANCE OF 495.93 FEET, TO A POINT; RUN THENCE NORTH 00°54'19" WEST, A DISTANCE OF 102.98 FEET, TO A POINT; RUN THENCE NORTH 88°49'49" EAST, A DISTANCE OF 104.23 FEET, TO A POINT, ON THE ARC OF A CURVE, LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 52°38'48" TO THE LEFT, AN ARC DISTANCE OF 22.97 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 62°30'25" EAST, A DISTANCE OF 22.17 FEET; RUN THENCE NORTH 88°49'49" EAST, A DISTANCE OF 65.13 FEET, TO A POINT; RUN THENCE SOUTH 01°10'11" EAST, A DISTANCE OF 12.64 FEET, TO A POINT; RUN THENCE NORTH 88°49'49" EAST, A DISTANCE OF 150.43 FEET, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 4, SAID SECTION 23, (ALSO BEING THE WEST LINE OF SECTION 38, THE CHARLES SETON GRANT); RUN THENCE SOUTH 01°12'48" EAST, ALONG LAST SAID LINE, A DISTANCE OF 749.33 FEET, TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, SECTION 23; RUN THENCE SOUTH 01°21'16" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, AFORESAID SECTION 26, (ALSO BEING THE WEST LINE OF AFORESAID SECTION 38), A DISTANCE OF 356.82 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 38, THE CHARLES SETON GRANT; RUN THENCE NORTH 87°59'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 38, THE CHARLES SETON GRANT, (ALSO BEING THE NORTH LINE OF SECTION 26), A DISTANCE OF 282.56 FEET, TO A POINT; RUN THENCE SOUTH 05°34'18" EAST, A DISTANCE OF 503.98 FEET, TO A POINT; RUN THENCE SOUTH 28°07'22" EAST, A

DISTANCE OF 64.57 FEET, TO A POINT; RUN THENCE SOUTH 07°16'52" EAST, A DISTANCE OF 196.32 FEET, TO A POINT; RUN THENCE SOUTH 27°25'27" WEST, A DISTANCE OF 161.74 FEET, TO A POINT; RUN THENCE NORTH 62°34'33" WEST, A DISTANCE OF 144.24 FEET, TO THE POINT OF TANGENCY, OF A CURVE LEADING NORTHEARLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 368.45 FEET, THROUGH A CENTRAL ANGLE OF 31°57'00" TO THE RIGHT, AN ARC DISTANCE OF 205.46 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°40'32" WEST, 202.81 FEET; RUN THENCE SOUTH 59°14'16" WEST, A DISTANCE OF 60.00 FEET, TO A POINT; RUN THENCE SOUTH 49°52'08" WEST, A DISTANCE OF 129.19 FEET, TO A POINT; RUN THENCE SOUTH 50°37'08" EAST, A DISTANCE OF 265.27 FEET, TO A POINT; RUN THENCE SOUTH 26°56'57" WEST, A DISTANCE OF 98.74 FEET, TO A POINT; RUN THENCE SOUTH 87°03'12" WEST, A DISTANCE OF 131.71 FEET, TO A POINT; RUN THENCE NORTH 63°19'04" WEST, A DISTANCE OF 221.25 FEET, TO A POINT; RUN THENCE SOUTH 65°20'24" WEST, A DISTANCE OF 156.45 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 26; RUN THENCE SOUTH 89°40'13" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 26, (ALSO BEING THE NORTH LINE OF THE SOUTHEAST ¼, OF THE NORTHWEST ¼, OF SECTION 26), A DISTANCE OF 1,318.17 FEET, TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 00°08'07" EAST, ALONG THE WEST LINE OF THE NORTHEAST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 26, (ALSO BEING THE EAST LINE OF THE NORTHWEST ¼, OF THE NORTHWEST ¼, OF SAID SECTION 26), A DISTANCE OF 1,341.99 FEET, TO THE NORTHEAST CORNER THEREOF; RUN THENCE NORTH 12°05'10" EAST, A DISTANCE OF 523.82 FEET, TO A POINT; RUN THENCE NORTH 79°04'08" WEST, A DISTANCE OF 126.02 FEET, TO A POINT; RUN THENCE NORTH 40°23'56" WEST, A DISTANCE OF 64.02 FEET, TO A POINT; RUN THENCE NORTH 79°04'08" WEST, A DISTANCE OF 178.43 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF YELLOW BLUFF ROAD; RUN THENCE NORTH 10°57'25" EAST, ALONG LAST SAID LINE, A DISTANCE OF 285.64 FEET, TO THE POINT OF BEGINNING.

BOOK NUMBER 10737 PAGE 2117

EXHIBIT "B"

A PARCEL OF LAND, BEING A PORTION OF THE SOUTH $\frac{1}{2}$, OF THE NORTHEAST $\frac{1}{4}$, A PORTION OF GOVERNMENT LOT 2, AND ALL OF GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 1 NORTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4, SECTION 23, AND RUN THENCE NORTH $89^{\circ}36'19''$ EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 3, SECTION 23), A DISTANCE OF 1,727.18 FEET, TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4, SECTION 23, (SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 38, THE CHARLES SETON GRANT); RUN THENCE, SOUTH $01^{\circ}12'48''$ EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, SECTION 23, (ALSO BEING THE WEST LINE OF SAID SECTION 38, THE CHARLES SETON GRANT), A DISTANCE OF 1,316.70 FEET, TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, SECTION 23, (AND ALSO BEING THE DIVIDING LINE BETWEEN SECTIONS 23 AND 26); RUN THENCE SOUTH $01^{\circ}21'16''$ EAST, ALONG THE DIVIDING LINE BETWEEN SECTION 26 AND SECTION 38, THE CHARLES SETON GRANT, A DISTANCE OF 356.82 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 38, THE CHARLES SETON GRANT; RUN THENCE NORTH $87^{\circ}59'00''$ EAST, ALONG THE NORTH LINE OF GOVERNMENT LOT 2, A DISTANCE OF 282.56 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE SOUTH $05^{\circ}34'18''$ EAST, A DISTANCE OF 503.98 FEET, TO A POINT; RUN THENCE SOUTH $28^{\circ}07'22''$ EAST, A DISTANCE OF 64.57 FEET, TO A POINT; RUN THENCE SOUTH $07^{\circ}16'52''$ EAST, A DISTANCE OF 196.32 FEET, TO A POINT; RUN THENCE SOUTH $27^{\circ}25'27''$ WEST, A DISTANCE OF 161.74 FEET, TO A POINT; RUN THENCE NORTH $62^{\circ}34'33''$ WEST, A DISTANCE OF 144.24 FEET, TO THE POINT OF TANGENCY, OF A CURVE LEADING NORTHEASTLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 368.45 FEET, THROUGH A CENTRAL ANGLE OF $31^{\circ}57'00''$ TO THE RIGHT, AN ARC DISTANCE OF 205.46 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $46^{\circ}40'32''$ WEST, 202.81 FEET; RUN THENCE SOUTH $59^{\circ}14'16''$ WEST, A DISTANCE OF 60.00 FEET, TO A POINT; RUN THENCE SOUTH $49^{\circ}52'08''$ WEST, A DISTANCE OF 129.19 FEET, TO A POINT; RUN THENCE SOUTH $50^{\circ}37'08''$ EAST, A DISTANCE OF 265.27 FEET, TO A POINT; RUN THENCE SOUTH $26^{\circ}56'57''$ WEST, A DISTANCE OF 98.74 FEET, TO A POINT; RUN THENCE SOUTH $87^{\circ}03'12''$ WEST, A DISTANCE OF 131.71 FEET, TO A POINT; RUN THENCE NORTH $63^{\circ}19'04''$ WEST, A DISTANCE OF 221.25 FEET, TO A POINT; RUN THENCE SOUTH $65^{\circ}20'24''$ WEST, A DISTANCE OF 156.45 FEET, TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 26; RUN THENCE SOUTH $00^{\circ}42'49''$ WEST, ALONG THE WEST LINE OF THE SOUTH $\frac{1}{2}$, OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 26, A DISTANCE OF 1,326.09 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 26; RUN THENCE NORTH $89^{\circ}36'12''$ EAST, ALONG THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$, OF SECTION 26, AS PER THAT BOUNDARY LINE AGREEMENT, AS RECORDED IN OFFICIAL RECORDS VOLUME 6505, PAGE 191, AND AS PER SURVEY BY BENNETT R. WATTLES AND ASSOCIATES, DATED MARCH 18, 1988, JOB No. 88-02-04, A DISTANCE OF 1,328.64 FEET, TO A POINT; RUN THENCE NORTH $89^{\circ}36'11''$ EAST, CONTINUING ALONG SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$, OF SECTION 26, AND THAT AFORESAID BOUNDARY LINE AGREEMENT, A DISTANCE OF 1,328.56 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$, OF SAID SECTION 26; RUN THENCE NORTH $00^{\circ}36'24''$ WEST, ALONG THE EAST LINE OF SAID SECTION 26, (ALSO BEING THE WEST LINE OF SECTION 25), A DISTANCE OF 2,409.11 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 26; RUN THENCE SOUTH $87^{\circ}59'00''$ WEST, ALONG THE NORTH LINE OF SAID SECTION 26, (ALSO BEING THE SOUTH LINE OF SECTION 38, THE CHARLES SETON GRANT), A DISTANCE OF 1,909.02 FEET, TO THE POINT OF BEGINNING.

Prepared by:
Victoria Lakes, LLC
One San Jose Place, Suite 7
Jacksonville, Florida 32257

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

Doc# 2003125264
Book: 11044
Pages: 822 - 828
Filed & Recorded
04/21/2003 12:39:47 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 29.00
TRUST FUND \$ 4.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 18th day of April, 2003 by VICTORIA LAKES, LLC c/o H. Smith, Inc. having an address at One San Jose Place, Suite 7, 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 solely owns in fee simple certain real property in Duval 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 #40-031-85492-2, 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. 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 Duval 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:

Signature: Eddie Marinko
Printed Name: EDDIE MARINKO

Signature: Donna Passmore
Printed Name: DONNA PASSMORE

STATE OF FLORIDA
COUNTY OF DUVAL

GRANTOR:

VICTORIA LAKES, LLC

BY:

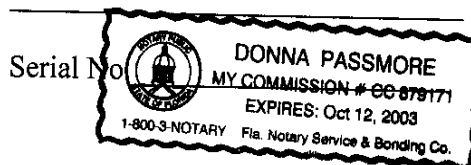
Signature: Mary Louise Dungey

Printed Name: Mary Louise Dungey
Vice President

The foregoing instrument was acknowledged before me this 18TH day of April, 2003, by Mary Louise Dungey, who did not take an oath and who is personally known by me.

Donna Passmore
Notary Public, State of Florida
at Large

My Commission Expires:



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SunTrust Bank (Mortgagee), the mortgagee under that certain Mortgage Modification, Consolidation and Spreading Agreement and Notice of Future Advance dated September 17th, 2002 and recorded at Official Records Book 10675, page 752 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 25th day of September, 2002.

Witnesses:

Marie C. Hall
Name: MARIE C. HALL

Mortgagee:
Sun Trust Bank
By: *[Signature]*
Name: Larry W. Nordmann
Title: First Vice President

Mark D. Kapelka
Name: MARK D. KAPELKA

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 25th day of September 2002, by Larry W. Nordmann who did not take an oath.

Marie C. Hall
Notary Public, State of Florida
At Large



My Commission Expires: 02/18/06
Serial No. DD 090972
(Seal)

Personally known ✓ OR produced identification _____. Identification produced _____.

Exhibit "A"

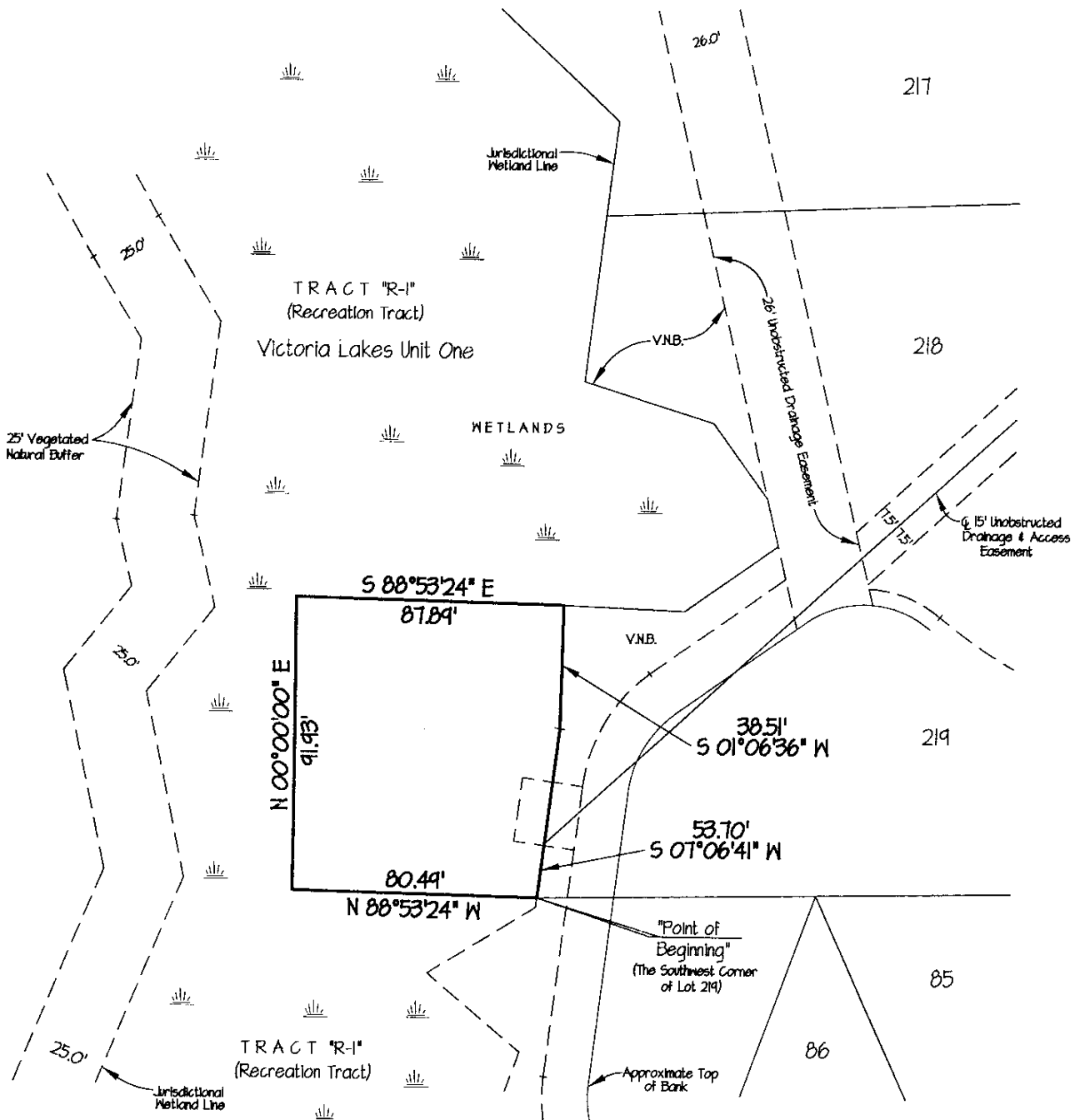
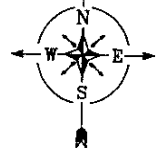
MAP SHOWING SKETCH OF

A PORTION OF TRACT "R-1", VICTORIA LAKES UNIT ONE, AS RECORDED IN PLAT BOOK , PAGES (INCLUSIVE), OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 219, SAID VICTORIA LAKES UNIT ONE, THENCE NORTH $88^{\circ}53'24''$ WEST, A DISTANCE OF 80.49 FEET, TO A POINT; THENCE NORTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 91.93 FEET, TO A POINT; THENCE SOUTH $88^{\circ}53'24''$ EAST, A DISTANCE OF 87.89 FEET, TO A POINT SITUATE IN THE WESTERLY LINE OF LOT 218, SAID VICTORIA LAKES UNIT ONE; THENCE SOUTH $01^{\circ}06'36''$ WEST, ALONG THE WESTERLY LINE OF SAID LOT 218, A DISTANCE OF 38.51 FEET, TO A POINT; THENCE SOUTH $07^{\circ}06'41''$ WEST, ALONG THE WESTERLY LINE OF SAID LOTS 218 AND 219, A DISTANCE OF 53.70 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 219 AND THE POINT OF BEGINNING

CONTAINING: 0.18 ACRES AND/OR 7,846 SQUARE FEET, MORE OR LESS.

Book 11044 Page 828



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES.
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929, (N.G.S.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREIN LIES WITHIN ZONE, 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 PANEL NUMBER: 120011 - ; MAP REVISED DATE: 8-15-84
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

| | | | |
|--------|------------------------------|----------|---------------------------------|
| P.C.P. | PERMANENT CONTROL POINT | ESMT | EASEMENT |
| P.R.M. | PERMANENT REFERENCE MONUMENT | L.B. | LICENSED BUSINESS |
| P.O.C. | POINT ON CURVE | O.H.L. | OVERHEAD LINE |
| P.O.B. | POINT OF BEGINNING | C.L.F. | CHAIN LINK FENCE |
| P.O.R. | POINT OF REFERENCE | M.P.F. | WOOD PRIVACY FENCE |
| P.C. | POINT OF CURVATURE | A/C | AIR CONDITIONER |
| P.T. | POINT OF TANGENCY | W | WITH |
| P.C.C. | POINT OF COMPOUND CURVE | O.H.L. | OVERHEAD LINES |
| P.R.C. | POINT OF REVERSE CURVATURE | F.M. | FIELD MEASURED |
| P.I. | POINT OF INTERSECTION | R= | RADIUS EQUALS |
| R/W | RIGHT OF WAY | L= | ARC LENGTH EQUALS |
| O.R.V. | OFFICIAL RECORDS VOLUME | CH= | CHORD BEARING & DISTANCE EQUALS |
| D.B. | DEED BOOK | D= | DELTA OR CENTRAL ANGLE EQUALS |
| P.G. | PAGE | I.P. | IRON PIPE |
| B.R.L. | BUILDING RESTRICTION LINE | C.A.L.C. | CALCULATED |

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 666)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE MARCH 18, 2003

SCALE 1" = 50'

JOB NO. 12437

F. BOOK(S) N/A

PAGE(S) N/A

COMPUTER FILE NAME VL_MITL.DWG

Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
1450 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 246-1666
FAX: (904) 246-1644

THIS IS TO CERTIFY THAT THIS SKETCH 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 61G11-6.0, (FORMERLY CHAPTER 21H11-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

[Signature]
JONATHAN B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600

3/18/03

5 MIN. RETURN
PHONE # 281-1121

REVOCABLE PERMIT AND INDEMNIFICATION AGREEMENT

Doc# 2003208939
Book: 11183
Pages: 1897 - 1899
Filed & Recorded
06/30/2003 11:57:02 AM

JIM FULLER
CLERK OF CIRCUIT COURT
DUVAL COUNTY
RECORDING
TRUST FUND

\$ 13.00
\$ 2.00

THIS PERMIT TO USE THE CITY'S RIGHT-OF-WAY OR EASEMENTS HEREIN DESCRIBED IS ISSUED BY THE CITY OF JACKSONVILLE TO THE PERMITTEE NAMED BELOW FOR THE PURPOSES HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE PERMITTEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAME OF RIGHT-OF-WAY (Street Name): Victoria Lakes Drive

DATE: 06-02-03

3. DESCRIPTION OF RIGHT-OF-WAY OR EASEMENT (Width, intersection, legal description, ORV & page, etc.):

Median at entrance road of Victoria Lakes Drive for Victoria Lakes Phase 1

4. PURPOSE OF PERMIT AND DETAILED DESCRIPTION OF IMPROVEMENTS: (Attached Detail Sketch of Improvements)

Placing irrigation system in right of way.

5. PERMITTER: 6-20-2003 CEM

CITY OF JACKSONVILLE

5a. REPRESENTATIVE: (Type Name, Title and Department)

E.T. Hall, P.E. John P. Pappas
Chief, Engineering Division
Public Works Department

6. PERMITTEE:

The Owners Association of
Victoria Lakes, Inc.

6a. REPRESENTATIVE: (Type Name, Title and Address)

V. Hawley Smith Jr.
1 San Jose Place, Suite 7
Jacksonville, Florida 32257

7. GENERAL PROVISIONS: (See Reverse Side)

Book 11183 Page 1897

FOR CITY OF JACKSONVILLE:

By: John Pappas
Its: Chief, Engineering Division

Date: 6/20/03

Witness: Lucretia Bischo

Date: 6/20/03

Witness:

Date:

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was signed before me this 20th day of June 2003, by E.T. Hall, P.E., Chief Engineering Division the designee for the Director of Public Works of the City of Jacksonville, a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

LUCRETIA BISCO

Notary Public, State of Florida

My Commission Expires:

My comm. exp. Sept. 24, 2006

Comm. No. DD 153029

Notary Public, State of Florida

PERMITEE:

The Owners Association of Victoria Lakes, Inc.

By: V. Hawley Smith Jr. President
Its: Authorized Agent

Date: 6-18-03

Witness:

Date:

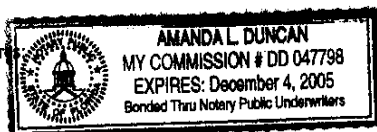
Witness:

Date:

STATE OF FLORIDA, COUNTY OF DUVAL

This foregoing instrument was signed before me this 18th day of June 2003, by V. Hawley Smith Jr. (name of officer) the President of The Owners Association of Victoria Lakes, Inc. (name of corporation), a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires

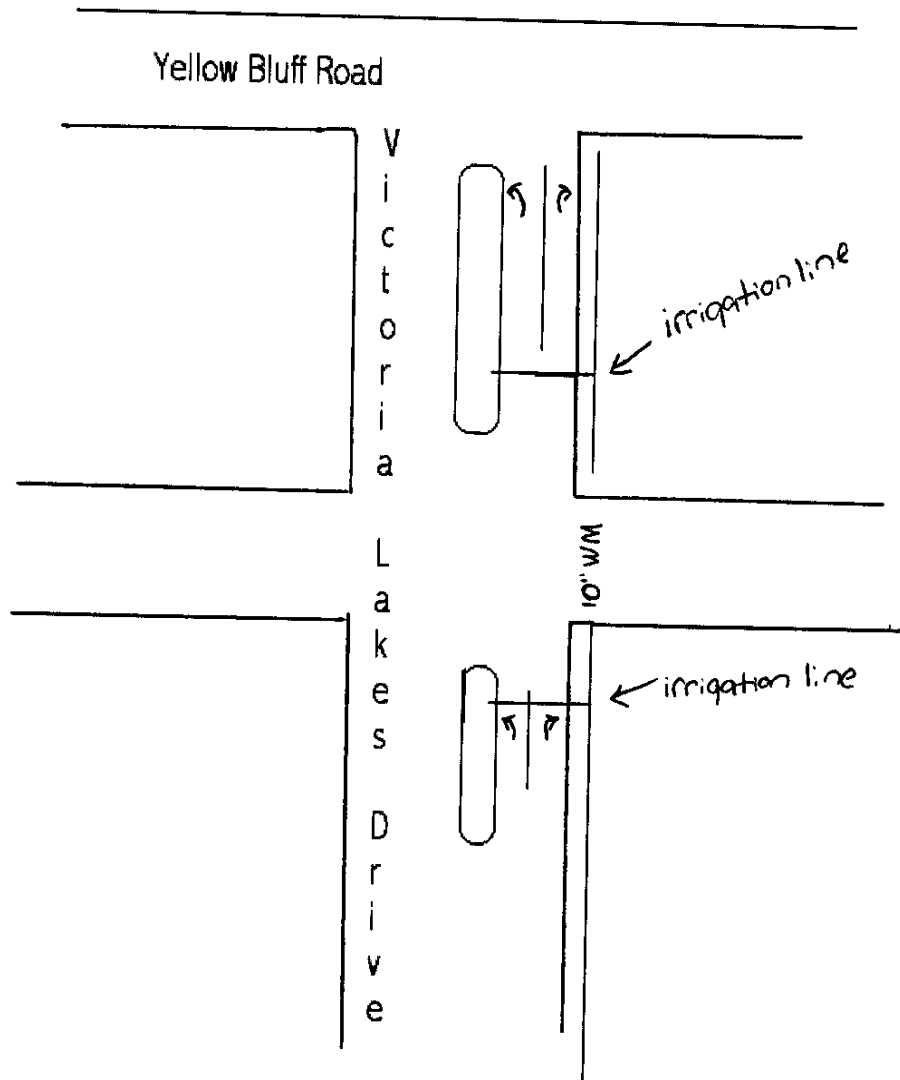


Notary Public, State of Florida

7. GENERAL PROVISIONS:

- (a) City hereby permits Permittee to use the property described in Item 3 for the purposes set forth in Item 4 and in accordance with the detailed sketch attached thereto.
- (b) Permittee shall maintain, at its sole cost and expense, the improvements set forth in Item 4 and the detailed sketch, in a good, safe and attractive condition.
- (c) Permittee shall repair, at its sole cost and expense, any and all damage, if any, to the property described in Item 3, resulting from its use of said property.
- (d) This Permit is revocable at any time, upon giving 30 days notice to Permittee, at the option and discretion of City or its duly authorized representative.
- (e) In the event that the City revokes this permit, Permittee shall immediately remove at its cost and expense the improvements described in Item 4 and shown on the detailed sketch in the right of way or easement and Permittee shall at Permittee's expense restore the right-of-way to its condition prior to installation of the improvements; provided, that if Permittee shall fail to do so or fail to do so in a manner that does not interfere with the City's use of the right of way or easement, then the City may perform such removal at the cost and expense of Permittee.
- (f) Permittee shall act as an independent contractor, and not as an employee of the City in performing its obligations pursuant to this Agreement. Permittee shall be solely liable, and agrees to be solely liable for, and shall indemnify, defend and hold City harmless from any and all loss, damage, action, claim, suit, judgment, cost or expense for injury to persons (including death) or damage to property (including destruction) in any manner resulting from or arising out of the installation, maintenance (failure to maintain), use or existence of the improvements described in item 4 and shown on the detailed sketch within City's right of way or easements. The foregoing shall include any damage incurred by Permittee or to the improvement-s due to the removal of the improvements by City or Permittee; as well as any damage caused by the forces of any natural occurrence.
- (g) Permittee further agrees that, in the event City requires access to any area of the right of way or easement, necessitating the removal of and/or damage to any or all of said improvements, Permittee shall remain solely responsible at its cost and expense for any necessary repairs to or replacement of said improvements in order to return the right of way or easement to its original condition, or to other conditions meeting City standards or requirements for the right of way or easement.
- (h) Upon completion execution hereof, Permittee shall record at its cost and expense this permit with the Clerk of the Circuit Court in the official records of Duval County, Florida, and shall provide to the City a copy of the duly recorded permit showing on the face of it the appropriate recording stamp of said Clerk showing the book and page number in and at which it was recorded.

Victoria Lakes Subdivision



Prepared by:
Mary Louise Dungey
Vice President
Victoria Lakes, LLC
One San Jose Place, Suite 7
Jacksonville, FL 32257

Book 12117 Page 2443

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

Doc# 2004345066
Book: 12117
Pages: 2443 - 2449
Filed & Recorded
10/28/2004 02:48:57 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 29.00
TRUST FUND \$ 4.00
REC ADDITIONAL \$ 26.00

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 26th day of October, 2004 by Victoria Lakes, LLC having an address at One San Jose Place, Suite 7, Jacksonville, FL 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 solely owns in fee simple certain real property in Duval 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 #4-031-85492-1, 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. 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 Duval 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:

Signature: Anne G. Lara

Printed Name: Anne G. Lara

Signature: William R. Daugherty

Printed Name: William R. Daugherty

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of October, 2004, by Mary Louise Dungey, who did not take an oath.

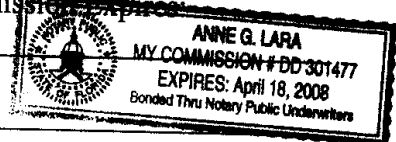
GRANTOR:
VICTORIA LAKES, LLC

Signature: Mary Louise Dungey
Mary Louise Dungey
Title: Vice President

Anne G. Lara
Notary Public, State of Florida
at Large

My Commission Expires:

Serial No.



Personally known [☒] OR produced identification [☐]. Identification produced

Exhibit "A"

Tracts A and B, and all parcels designated 25' Vegetated Natural Buffer, Victoria Lakes Unit III, according to Plat thereof recorded in Plat Book 57, Pages 48 – 48E of the current public records of Duval County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SunTrust Bank (Mortgagee), the mortgagee under that certain Mortgage Modification, Consolidation and Spreading Agreement and Notice of Future Advance dated September 17, 2002 and recorded at Official Records Book 10675, beginning at Page 752 of the current 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 27th day of October, 2004.

Witnesses:

Michelle Diaz
Name: Michelle Diaz

Zacharia J. Scott
Name: Zacharia J. Scott

Mortgagee

SUNTRUST BANK
By: *Ronald A. Brame, Jr.*
Name: Ronald A. Brame, Jr.
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27 th day of October, 2004, by Ronald A. Brame Jr. who did not take an oath.



Michelle Diaz
Commission #DD333881
Expires: Jun 29, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Michelle Diaz
Notary Public
State of Florida at large

Personally known X or produced identification _____.
My commission expires _____

Prepared by:
 Victoria Lakes, LLC
 Mary Louise Dungey, Vice President
 One San Jose Place, Suite 7
 Jacksonville, Florida 32257

Return recorded original to:
 Office of General Counsel
 St. Johns River Water Management District
 P. O. Box 1429
 Palatka, FL 32178-1429

Doc# 2004214058

Book: 11904

Pages: 606 - 627

Filed & Recorded

06/30/2004 09:52:15 AM

JIM FULLER

CLERK CIRCUIT COURT

DUVAL COUNTY

| | | |
|----------------|----|-------|
| RECORDING | \$ | 89.00 |
| TRUST FUND | \$ | 11.50 |
| DEED DOC STAMP | \$ | 0.70 |
| INDEXING FEE | \$ | 23.00 |
| REC ADDITIONAL | \$ | 88.00 |

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 17th day of June, 2004 by Victoria Lakes, LLC, having an address at One San Jose Place, Suite 7, Jacksonville Florida 32257; Intervest Construction of Jax, Inc., having an address at 5150 Belfort Road, Bldg. 700, Jacksonville, FL 32256; Providence Construction Company, having an address at 4686 Sunbeam Road, Jacksonville, FL 32257; Mercedes Homes, Inc., having an address at 10475 Fortune Parkway, Jacksonville, FL 32256; Craig Reaves & Tracie Reaves, having an address at 13668 Victoria Lakes Drive, N, Jacksonville, FL 32226; Brian Ferriol & Ama Ferriol, having an address at 13745 Victoria Lakes Drive, Jacksonville, FL 32226; Mark Woitas & Linda Woitas, having an address at 13763 Victoria Lakes Drive, Jacksonville, FL 32226; Jennifer Gregg, having an address at 3354 Fishponds Court, Jacksonville, FL 32226; Helen M. Woodman, having an address at 3274 Alistair court, Jacksonville, FL 32226; Kevin M. & Jenna Thompson, having an address at 13680 Victoria Lakes Drive, N., Jacksonville, FL 32226; Louis Soule, having an address at 3346 Chapel court, Jacksonville, FL 32226; Roy Anderson & Sylvia Anderson, having an address at 3525 Victoria lakes Drive N, Jacksonville, FL 32226; Carrie Dunlap, having an address at 13617 Devan Lee Drive, E, Jacksonville, FL 32226; David True and Donna True, having an address at 3355 Fishponds Court, Jacksonville, FL 32226; Bill Smith & Molly Smith, having an address at 3360 Fishponds Court, Jacksonville, FL 32226; Todd Shaw & Alanna Shaw, having an address at 13625 Devan Lee Drive E, Jacksonville, FL 32226; Eric Ross & Jennifer Ross, having an address at 13679 Devan Lee Drive E, Jacksonville, FL 32226; Jeff McCandless & Tracy McCandless, having an address at 3326 Victoria Lakes Drive, Jacksonville, FL 32226 ("Grantors"), 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, Grantors collectively own in fee simple certain real property in Duval County, Florida, more particularly described in Exhibit " A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantors acknowledge that this Conservation Easement refers to them collectively, as Grantors and agree that the obligations, duties, warranties and representations of each Grantor are made only to the extent of their interest in the Property as it appears;

WHEREAS, Grantors grant this conservation easement as a condition of permit #40-031-85492-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantors desire 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, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property for the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantors fully warrant 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 use 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. Grantors reserve unto themselves, and their successors and assigns, all rights accruing from their 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, 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.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantors breach 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 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 Grantors shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. 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 Grantors' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors of any injury to or change in the Property resulting from natural causes beyond Grantors' control, including without limitation, fire, flood storm and earth movement, or from any necessary action taken

by Grantors under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantors shall record this Conservation Easement in timely fashion in the Official Records of Duval County, Florida and shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantors 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, Grantors have executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR: VICTORIA LAKES, LLC

Signature: Anne G. Lara

By: V. Hawley Smith, Jr.
V. Hawley Smith, Jr.
President

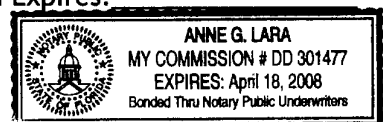
Printed Name: Anne G. Lara

Signature: Mary Louise Dunger

Printed Name: MARY LOUISE DUNGER
STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 17th day of June 2004 by V. Hawley Smith, Jr., who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires:
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: INTERVEST CONSTRUCTION OF
JAX, INC.

Signature: Nicole Keeley

Printed Name: NICOLE KEELEY

By: Charlene B. Irland

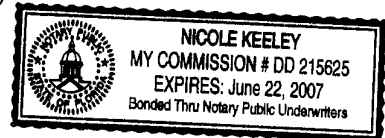
Charlene B. Irland, Vice President

Signature: Trish L. Mohr

Printed Name: _____

The forgoing instrument was acknowledged before me this 20th day of
May 2004 by Charlene B. Irland*, who did not take an oath and who is
personally known to me. *Vice President of Intervest Construction of Jax, Inc.

Nicole Keeley
Notary Public, State of Florida At Large
My Commission Expires: _____
(Seal)



construction

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: PROVIDENCE HOMES COMPANY

Signature:

Kimberly R. Gilbert

By:

[Signature]

Printed Name:

Kimberly R. Gilbert

Signature:

Teri Goodroe

Printed Name:

Teri Goodroe

The forgoing instrument was acknowledged before me this 28 day of May 2004 by Sean Tucker, who did not take an oath and who is personally known to me.

~~Donna Green
MY COMMISSION # DD010977 EXPIRES
March 20, 2005
BONDED THRU TROY PAI INSURANCE, INC.~~



Donna Green

Notary Public, State of Florida At Large
My Commission Expires: 3-20-05

(Seal)



Donna Green
MY COMMISSION # DD010977 EXPIRES
March 20, 2005
BONDED THRU TROY PAI INSURANCE, INC.

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: MERCEDES HOMES, INC.

Signature: [Signature]

By: [Signature]

Printed Name: N.W. GREGORY

Signature: [Signature]

Printed Name: ARLENE RITZ

The forgoing instrument was acknowledged before me this 8th day of April 2004 by Cora Johnston, who did not take an oath and who is personally known to me.

[Signature]

Notary Public, State of Florida At Large

My Commission Expires: Nov 26, 2004

(Seal)



Carole M. Jaques
MY COMMISSION # CC983401 EXPIRES
November 26, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: CRAIG REAVES

Signature: Anne S. Lara

By: [Signature]

Printed Name: Anne G. Lara

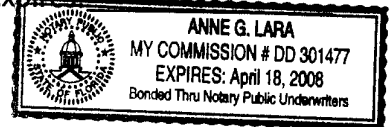
Signature: Mary Louise Dungey

Printed Name: MARY LOUISE DUNGEY

The forgoing instrument was acknowledged before me this 27th day of the May 2004 by Craig Reaves, who did not take an oath and who is personally known to me.

Anne S. Lara

Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: TRACIE REAVES

Signature: Anne S. Lara

By: [Signature]

Printed Name: Anne G. Lara

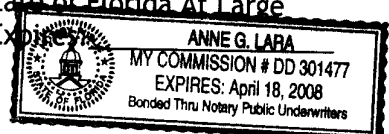
Signature: Mary Louise Dungey

Printed Name: MARY LOUISE DUNGEY

The forgoing instrument was acknowledged before me this 27th day of May 2004 by Tracie Reaves, who did not take an oath and who is personally known to me.

Anne S. Lara

Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: BRIAN FERRIOL

Signature: [Signature]

By: [Signature]

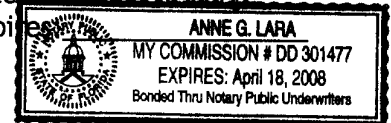
Printed Name: Ronald C Green Jr

Signature: Anne G. Lara

Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 11th day of May 2004 by Brian Ferriol, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: ANA FERRIOL

Signature: [Signature]

By: [Signature]

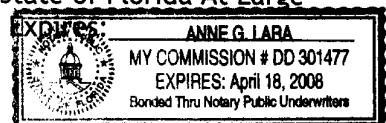
Printed Name: Ronald C Green Jr

Signature: Anne G. Lara

Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 11th day of May 2004 by Ana Ferriol, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: MARK WOITAS

Signature: Anne G. Lara

By: Mark R. Woitas

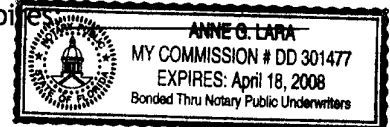
Printed Name: Anne G. Lara

Signature: Shirley C. Vansant

Printed Name: Shirley C. Vansant

The forgoing instrument was acknowledged before me this 15th day of May 2004 by Mark Woitas, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: LINDA WOITAS

Signature: Mark R. Woitas Anne G. Lara

By: Linda Woitas

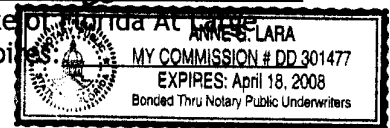
Printed Name: Mark R. Woitas Anne G. Lara

Signature: Shirley C. Vansant

Printed Name: Shirley C. Vansant

The forgoing instrument was acknowledged before me this 15th day of May 2004 by Linda Woitas, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: JENNIFER GREGG

Signature: [Signature]
Printed Name: Ronald C Green Jr.

By: Jennifer Gregg 51504

Signature: [Signature]
Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 15th day of May 2004 by Jennifer Gregg, who did not take an oath and who is personally known to me.

[Signature]
Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA
(Seal) MY COMMISSION # DD 301477
EXPIRES: April 18, 2008
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: HELEM M. WOODMAN

Signature: Debbie Woodman

By: Helen M. Woodman ✓

Printed Name: Debbie Woodman

Signature: Anne S. Lara

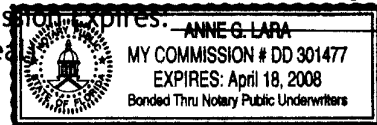
Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 5th day of May 2004 by Helen M. Woodman, who did not take an oath and who is personally known to me.

Anne S. Lara

Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA

(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: KEVIN M. THOMPSON

Signature: Leigh Anne Giles By: [Signature]

Printed Name: Leigh Anne Giles

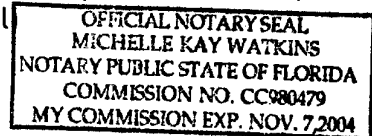
Signature: Susie Gerding

Printed Name: Susie Gerding

The forgoing instrument was acknowledged before me this 19 day of April 2004 by Kevin M. Thompson, who did not take an oath and who is personally known to me.

Michelle Kay Watkins
Notary Public, State of Florida At Large
My Commission Expires: Nov. 7, 2004

(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: JENNA THOMPSON

Signature: Leigh Anne Giles By: Jenna Thompson

Printed Name: Leigh Anne Giles

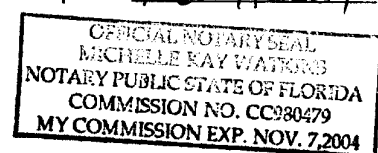
Signature: Susie Gerding

Printed Name: Susie Gerding

The forgoing instrument was acknowledged before me this 19 day of April 2004 by Jenna Thompson, who did not take an oath and who is personally known to me.

Michelle Kay Watkins
Notary Public, State of Florida At Large
My Commission Expires: Nov. 7, 2004

(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: LOUIS SOULE

Signature: Anne G. Lara

By: Louis Soule

Printed Name: Anne G. Lara

Signature: Kashti V. Grace

Printed Name: Kashti V. Grace

The forgoing instrument was acknowledged before me this 15th day of June 2004 by Louis Soule, who did not take an oath and who is personally known to me.

Anne G. Lara

Notary Public, State of Florida At Large

My Commission

(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: ROY ANDERSON

Signature: Anne S. Lara By: Roy O. Anderson

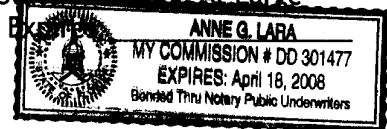
Printed Name: Anne E. Lara

Signature: Vashti V. Grace

Printed Name: Vashti V. Grace

The forgoing instrument was acknowledged before me this 17th day of June 2004 by Roy Anderson, who did not take an oath and who is personally known to me.

Anne S. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: SYLVIA ANDERSON

Signature: Anne S. Lara By: Sylvia Anderson

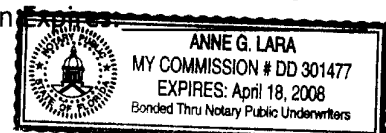
Printed Name: Anne E. Lara

Signature: Vashti V. Grace

Printed Name: Vashti V. Grace

The forgoing instrument was acknowledged before me this 17th day of June 2004 by Sylvia Anderson, who did not take an oath and who is personally known to me.

Anne S. Lara
Notary Public, State of Florida At Large
My Commission Expires
(Seal)



Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: CARRIE DUNLAP

Signature: Wendell V. Grace

By: Carrie A. Dunlap

Printed Name: Wendell V. Grace

Signature: Anne G. Lara

Printed Name: Anne G. Lara

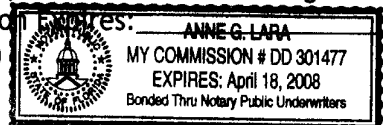
The forgoing instrument was acknowledged before me this 16th day of June 2004 by Carrie Dunlap, who did not take an oath and who is personally known to me.

Anne G. Lara

Notary Public, State of Florida At Large

My Commission Expires:

(Seal)



Signed, sealed and delivered in our Presence as witnesses:

Signature: Walter P. Grace

Printed Name: Walter P. Grace


Signature: Anne G. Lara

Printed Name: Anne G. Lara

GRANTOR: BILL SMITH

By: Bill Smith

The forgoing instrument was acknowledged before me this 16th day of June 2004 by Bill Smith, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA
(Seal)  MY COMMISSION # DD 301477
EXPIRES: April 18, 2008
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered in our Presence as witnesses:

Signature: Anne G. Lara

Printed Name: Anne G. Lara


Signature: Walter P. Grace

Printed Name: Walter P. Grace

GRANTOR: MOLLY SMITH

By: Molly Smith

The forgoing instrument was acknowledged before me this 16th day of June 2004 by Molly Smith, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA
(Seal)  MY COMMISSION # DD 301477
EXPIRES: April 18, 2008
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: TODD SHAW

Signature: Vashti V. Grace

By: Todd Shaw

Printed Name: Vashti V. Grace

Signature: Anne G. Lara

Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 16th day of June 2004 by Todd Shaw, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA
(Seal) MY COMMISSION # DD 301477
EXPIRES: April 18, 2008
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered in our
Presence as witnesses:

GRANTOR: ALANNA SHAW

Signature: Vashti V. Grace

By: Alanna Shaw

Printed Name: Vashti V. Grace

Signature: Anne G. Lara

Printed Name: Anne G. Lara

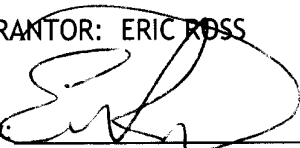
The forgoing instrument was acknowledged before me this 17th day of June 2004 by Alanna Shaw, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: ANNE G. LARA
(Seal) MY COMMISSION # DD 301477
EXPIRES: April 18, 2008
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: ERIC ROSS

Signature: Vashti V. Grace

By: 

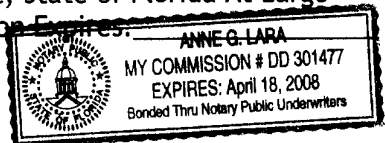
Printed Name: Vashti V. Grace

Signature: Anne G. Lara

Printed Name: Anne G. Lara

The forgoing instrument was acknowledged before me this 16th day of June 2004 by Eric Ross, who did not take an oath and who is personally known to me.

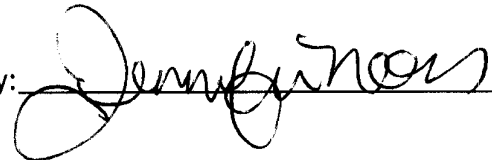
Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: _____
(Seal)



Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: JENNIFER ROSS

Signature: Anne G. Lara

By: 

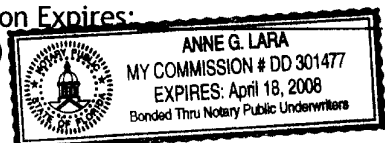
Printed Name: Anne G. Lara

Signature: Vashti V. Grace

Printed Name: Vashti V. Grace

The forgoing instrument was acknowledged before me this 16th day of June 2004 by Jennifer Ross, who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: _____
(Seal)



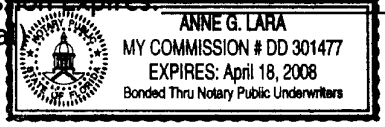
Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: JEFF MCCANDLESS

Signature: Anne G. Lara By: Jeff McCandless
 Printed Name: Anne G. Lara

Signature: Susan B. White
 Printed Name: Susan B. White

The forgoing instrument was acknowledged before me this 26th day of June 2004 by Eric Ross, who did not take an oath and who is personally known to me.

Anne G. Lara
 Notary Public, State of Florida At Large
 My Commission Expires: April 18, 2008
 (Seal) 

Signed, sealed and delivered in our Presence as witnesses:

GRANTOR: TRACY MCCANDLESS

Signature: Anne G. Lara By: Tracy McCandless
 Printed Name: Anne G. Lara

Signature: Susan B. White
 Printed Name: Susan B. White

The forgoing instrument was acknowledged before me this 26th day of June 2004 by Jennifer Ross, who did not take an oath and who is personally known to me.

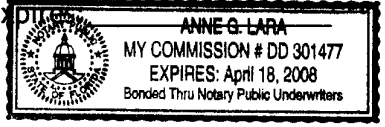
Anne G. Lara
 Notary Public, State of Florida At Large
 My Commission Expires: April 18, 2008
 (Seal) 

Exhibit "A"

Tracts C-1, C-2, 1.88 acre Wetland, and all parcels designated Vegetated Natural Buffer or V.N.B. , Victoria Lakes Unit One, according to Plat thereof recorded in Plat Book 55, Pages 96 – 96L of the current public records of Duval County, Florida

Together with

Tract W-1 and all parcels designated Upland Buffer, Victoria Lakes Unit Two, according to Plat thereof recorded in Plat Book 56, Pages 76 – 76C of the current public records of Duval County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, SunTrust Bank (Mortgagee), the mortgagee under that certain Mortgage Modification, Consolidation and Spreading Agreement and Notice of Future Advance dated September 17, 2002 and recorded at Official Records Book 10675, beginning at Page 752 of the current 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 16th day of June, 2004.

Witnesses:

Zacharia J. Scott
Name: Zacharia J. Scott

Loretha Sessions
Name: LORETHA SESSIONS

Mortgagee

SUNTRUST BANK
By: *Ronald A. Brame, Jr.*
Name: Ronald A. Brame, Jr.
Title: Vice President

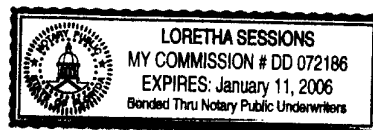
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 th day of June, 2004, by RONALD A. BRAME, JR who did not take an oath.

Loretha Sessions
Notary Public
State of Florida at large

Personally known ✓ or produced identification _____.

My commission expires _____



Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 23rd day of January, 2007 by TORIA LAKES, INC., having an address at One San Jose Place, Suite 7, 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 4049 Reid Street, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Duval County, Florida, labeled on the plat of Victoria Lakes Reserve and 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 #40-031-104760-1 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 use 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. 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 Duval County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. 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:

Signature: Donna Passmore

Printed Name: DONNA PASSMORE

Signature: Taylor C Day

Printed Name: Taylor C Day

GRANTOR: TORIA LAKES, INC.
A Florida Corporation

By: V. Hawley Smith, Jr.
V. Hawley Smith, Jr.
President

STATE OF FLORIDA
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me this 11th day of January 2007 by V. Hawley Smith, Jr., who did not take an oath and who is personally known to me.

Anne G. Lara
Notary Public, State of Florida At Large
My Commission Expires: _____
(Seal)

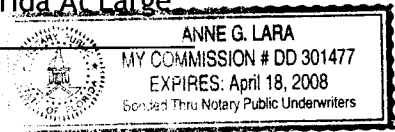


EXHIBIT “A”

A MAP SHOWING A BOUNDARY SURVEY OF

A PART OF THE CHARLES SETON GRANT, SECTION 38, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SECTION 38, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE NORTH 01°13'58" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 38 ALSO BEING THE EASTERLY LINE OF SECTION 26 AND ALSO BEING THE EASTERLY LINE OF VICTORIA LAKES UNIT ONE, PLAT BOOK 55 PAGES 96 TO 96L OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 356.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 26 AND THE SOUTHEAST CORNER OF SECTION 23; THENCE NORTH 01°12'06" WEST, ALONG SAID WESTERLY LINE OF SECTION 38 ALSO BEING THE EASTERLY LINE OF SAID SECTION 23 AND ALSO BEING SAID EASTERLY LINE OF VICTORIA LAKES UNIT ONE A DISTANCE OF 391.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°12'06" WEST, ALONG SAID LINE, A DISTANCE OF 183.25 FEET; THENCE SOUTH 89°52'48" EAST, DEPARTING SAID LINE A DISTANCE OF 775.91 FEET TO A POINT ON THE JURISDICTIONAL WETLANDS LINE AS DELINEATED BY ENVIRONMENTAL SERVICES, INCORPORATED; THENCE RUN THE FOLLOWING 25 COURSES AND DISTANCES ALONG THE SAID EASTERLY LINE;

COURSE 1: SOUTH 27°22'45" WEST, DISTANCE: 32.95 FEET

COURSE 2: SOUTH 06°10'54" EAST, DISTANCE: 47.51 FEET

COURSE 3: SOUTH 69°55'33" EAST, DISTANCE: 48.32 FEET

COURSE 4: SOUTH 21°04'48" EAST, DISTANCE: 57.58 FEET

COURSE 5: SOUTH 66°21'14" EAST, DISTANCE: 47.90 FEET

COURSE 6: SOUTH 27°52'50" EAST, DISTANCE: 46.47 FEET

COURSE 7: SOUTH 26°28'48" EAST, DISTANCE: 51.27 FEET

COURSE 8: SOUTH 17°16'24" EAST, DISTANCE: 58.88 FEET

COURSE 9: SOUTH 51°57'31" EAST, DISTANCE: 41.96 FEET

COURSE 10: SOUTH 59°00'25" EAST, DISTANCE: 62.98 FEET

COURSE 11: NORTH 89°07'25" EAST, DISTANCE: 49.69 FEET

COURSE 12: SOUTH 44°23'04" EAST, DISTANCE: 55.19 FEET

COURSE 13: SOUTH 13°06'44" EAST, DISTANCE: 55.42 FEET

COURSE 14: SOUTH 00°34'54" WEST, DISTANCE: 64.87 FEET

COURSE 15: SOUTH 29°04'07" EAST, DISTANCE: 48.85 FEET

COURSE 16: SOUTH 66°30'09" EAST, DISTANCE: 44.87 FEET

COURSE 17: SOUTH 38°02'17" EAST, DISTANCE: 54.34 FEET

COURSE 18: SOUTH 44°12'13" EAST, DISTANCE: 58.14 FEET

COURSE 19: SOUTH 85°17'16" EAST, DISTANCE: 45.23 FEET

COURSE 20: SOUTH 11°09'04" EAST, DISTANCE: 50.34 FEET

COURSE 21: SOUTH 18°58'55" WEST, DISTANCE: 43.30 FEET

COURSE 22: SOUTH 16°05'45" EAST, DISTANCE: 43.05 FEET

COURSE 23: SOUTH 54°47'48" EAST, DISTANCE: 49.75 FEET

COURSE 24: SOUTH 58°10'29" EAST, DISTANCE: 56.33 FEET

THENCE SOUTH 30°51'44" EAST, A DISTANCE OF 17.83 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED SECTION 38; THENCE SOUTH 87°56'35" WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 1065.28 FEET; THENCE NORTH 01°11'10" WEST, A DISTANCE OF 735.40 FEET; THENCE NORTH 89°54'17" WEST, A DISTANCE OF 330.73 FEET TO SAID WESTERLY LINE OF SECTION 38 AND THE POINT OF BEGINNING.

CONTAINING 16.74 ACRES MORE OR LESS.

TOGETHER WITH

A PART OF THE CHARLES SETON GRANT, SECTION 38, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWESTERLY CORNER OF SECTION 38, SAID CORNER LYING ON THE WESTERLY LINE OF SAID SECTION 38, OF SAID TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE NORTH 01°12'34" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 38, A DISTANCE OF 356.58 FEET; THENCE NORTH 01°10'41" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 391.29 FEET; THENCE SOUTH 89°52'19" EAST, A DISTANCE OF 330.71 FEET; THENCE SOUTH 01°09'57" EAST, A DISTANCE OF 735.33 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID SECTION 38; THENCE SOUTH 87°57'17" WEST, A DISTANCE OF 330.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.63 ACRES MORE OR LESS OF JURISDICTIONAL UPLANDS.

TOGETHER WITH

A PART OF THE CHARLES SETON GRANT, SECTION 38, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SECTION 38, SAID CORNER LYING ON THE WESTERLY LINE OF SAID SECTION 38, OF SAID TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE NORTH 01°12'34" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 38, A DISTANCE OF 356.58 FEET; THENCE NORTH 01°10'41" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 574.48

FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°10'41" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 898.29 FEET; THENCE ALONG JURISDICTIONAL WETLAND LINES, THE FOLLOWING THIRTY FOUR (34) COURSES; THENCE SOUTH 83°45'56" EAST, A DISTANCE OF 86.12 FEET; THENCE NORTH 25°32'57" EAST, A DISTANCE OF 52.42 FEET; THENCE NORTH 23°37'00" EAST, A DISTANCE OF 23.11 FEET; THENCE SOUTH 49°58'56" EAST, A DISTANCE OF 26.12 FEET; THENCE SOUTH 78°13'56" EAST, A DISTANCE OF 73.11 FEET; THENCE NORTH 79°53'25" EAST, A DISTANCE OF 49.46 FEET; THENCE SOUTH 33°16'13" EAST, A DISTANCE OF 43.77 FEET; THENCE SOUTH 23°08'52" EAST, A DISTANCE OF 62.72 FEET; THENCE SOUTH 19°47'08" EAST, A DISTANCE OF 34.57 FEET; THENCE SOUTH 22°45'13" EAST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 44°50'07" EAST, A DISTANCE OF 24.25 FEET; THENCE NORTH 75°03'47" EAST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 26°41'41" WEST, A DISTANCE OF 39.81 FEET; THENCE SOUTH 23°54'23" EAST, A DISTANCE OF 52.77 FEET; THENCE SOUTH 04°54'31" WEST, A DISTANCE OF 33.31 FEET; THENCE SOUTH 05°57'46" EAST, A DISTANCE OF 32.98 FEET; THENCE SOUTH 20°46'40" EAST, A DISTANCE OF 35.44 FEET; THENCE SOUTH 05°53'30" EAST, A DISTANCE OF 36.45 FEET; THENCE SOUTH 70°46'16" EAST, A DISTANCE OF 34.94 FEET; THENCE SOUTH 48°46'45" EAST, A DISTANCE OF 34.93 FEET; THENCE SOUTH 30°17'54" EAST, A DISTANCE OF 25.50 FEET; THENCE SOUTH 63°44'46" EAST, A DISTANCE OF 60.49 FEET; THENCE NORTH 56°16'53" EAST, A DISTANCE OF 67.31 FEET; THENCE SOUTH 12°45'28" WEST, A DISTANCE OF 68.68 FEET; THENCE SOUTH 02°39'48" WEST, A DISTANCE OF 66.06 FEET; THENCE SOUTH 53°44'08" EAST, A DISTANCE OF 55.54 FEET; THENCE NORTH 66°12'08" EAST, A DISTANCE OF 43.11 FEET; THENCE SOUTH 52°22'24" EAST, A DISTANCE OF 115.15 FEET; THENCE SOUTH 13°43'09" WEST, A DISTANCE OF 48.03 FEET; THENCE SOUTH 10°55'36" EAST, A DISTANCE OF 43.99 FEET; THENCE SOUTH 64°28'31" EAST, A DISTANCE OF 56.16 FEET; THENCE SOUTH 14°59'41" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 18°03'26" EAST, A DISTANCE OF 63.20 FEET; THENCE SOUTH 40°57'58" EAST, A DISTANCE OF 70.17 FEET; THENCE NORTH 89°52'19" WEST, A DISTANCE OF 842.99 FEET TO A POINT LYING ON THE AFOREMENTIONED WESTERLY LINE OF SECTION 38 SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 11.24 ACRES MORE OR LESS OF JURISDICTIONAL UPLANDS.

SAVE AND EXCEPT

A PORTION OF THE CHARLES SETON GRANT, SECTION 38, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID CHARLES SETON GRANT, SECTION 38; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 01°21'16" WEST ALONG THE WESTERLY LINE OF SAID SECTION 38 AND ALONG THE EAST LINE OF GOVERNMENT LOT 2, SECTION 26, SAID TOWNSHIP AND RANGE, A DISTANCE OF 356.82 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 23, SAID TOWNSHIP AND RANGE; THENCE NORTH 01°12'48" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 AND CONTINUING ALONG THE WEST LINE OF SAID CHARLES SETON GRANT, SECTION 38, A DISTANCE OF 1106.68 FEET TO THE NORTHEAST CORNER OF LOT 267, VICTORIA LAKES UNIT TWO AS RECORDED IN PLAT BOOK 55, PAGES 76 THROUGH 76C OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 01°17'32" WEST, A DISTANCE OF 210.03 FEET TO THE SOUTHEAST CORNER OF LOT 215, EAGLES HAMMOCK UNIT TWO, AS RECORDED IN PLAT BOOK 57, PAGES 87, 87 "A" THROUGH 87 "O" OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 01°10'10" WEST ALONG THE EAST LINE OF SAID LOT 215 AND ALONG SAID WEST LINE OF THE CHARLES SETON GRANT, A DISTANCE OF 155.84 FEET; THENCE, DEPARTING SAID LINE, SOUTH 83°49'27" EAST, A DISTANCE OF 86.23 FEET; THENCE NORTH 25°29'25" EAST, A DISTANCE OF 62.98 FEET; THENCE SOUTH 78°17'27" EAST, A DISTANCE OF 155.27 FEET; THENCE SOUTH 19°11'25" EAST, A DISTANCE OF 395.24 FEET; THENCE SOUTH 43°17'22" EAST, A DISTANCE OF 238.89 FEET; THENCE SOUTH 53°47'39" EAST, A DISTANCE OF 55.54 FEET; THENCE SOUTH 52°16'13" EAST, A DISTANCE OF 148.87 FEET; THENCE SOUTH 10°59'07" EAST, A DISTANCE OF 52.49 FEET; THENCE SOUTH 38°11'44" EAST, A DISTANCE OF 46.43 FEET; THENCE SOUTH 06°13'43" EAST, A DISTANCE OF 237.46 FEET; THENCE SOUTH 36°53'03" EAST, A DISTANCE OF 286.32 FEET; THENCE SOUTH 52°00'20" EAST, A DISTANCE OF 151.16 FEET; THENCE SOUTH 29°06'56" EAST, A DISTANCE OF 189.18 FEET; THENCE SOUTH 35°15'42" EAST, A DISTANCE OF 291.05 FEET; THENCE SOUTH 54°50'37" EAST, A DISTANCE OF 49.75 FEET; THENCE SOUTH 58°13'18" EAST, A DISTANCE OF 56.33 FEET; THENCE SOUTH 63°21'17" EAST, A DISTANCE OF 36.97 FEET TO THE SOUTH LINE OF SAID CHARLES SETON GRANT, SECTION 38; THENCE SOUTH 87°59'00" WEST ALONG SAID LINE, A DISTANCE OF 1419.39 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAIN 32.52 ACRES, MORE OR LESS.

TOGETHER WITH

All those parcels, tracts, pieces of land labeled as "Vegetated Natural Buffer" on the plat of Victoria Lakes Reserve as recorded in Plat Book 63, Pages 53-58 of the current Public Records of Duval County, Florida; and all land lying south of the Jurisdictional Wetland Line as stated on the aforementioned plat, said land being on Lots 25 - 29 of Victoria Lakes Reserve.