

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

AMENDMENT TO CONSERVATION EASEMENT

THIS AMENDMENT TO CONSERVATION EASEMENT is made this 9th day of September, 2009, by and between NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, having an address at 96135 Nassau Place, Suite 6, Yulee, FL32097 ("Grantor"), and the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

RECITALS:

WHEREAS, Grantor solely owns in fee simple certain property in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property"), and

WHEREAS, on the 2nd day of April, 2008, Grantor recorded a Conservation Easement in Official Records Book 1559, Page 96, in the Public Records of Nassau County, Florida (hereinafter the "Conservation Easement") over the Property in favor of the Grantee and in accordance with the District Permit No. 4-089-105744-1; and

WHEREAS, Grantor acquired the property with partial funding from the Florida Communities Trust (FCT), and the Property is subject to certain limitations provided in

the FCT Grant Award Agreement, a/k/a the Declaration of Restrictive Covenants (as recorded in Official Records Book 1228, Pages 188-199, Nassau County, Florida), (the "Agreement"); and

WHEREAS, as part and condition of the FCT funding, the County provided and FCT approved, a Management Plan for the project site. The Agreement and the Management Plan are hereby incorporated herein by reference; and

WHEREAS, Grantor desires to preserve the property in its natural condition in perpetuity, and further intends that the conservation and recreation values of the Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time, only after review and approval by FCT and Grantee; and

WHEREAS, all activities by the Grantor and Grantee shall be consistent with the Agreement and Management Plan; and

WHEREAS, the parties intend to ratify the remainder of the Conservation Easement which is not amended herein.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and other valuable consideration, and pursuant to the provisions of Section 704.06, Florida Statutes, the parties agree as follows:

1. Amendment to Paragraph 3, *Reserved Rights*. Grantee and Grantor hereby agree that for those portions of the Conservation Easement areas described in attached Exhibit "A", Paragraph 3, of the Conservation Easement, *Reserved Rights*, the following additional language shall be added:

“Grantor will preserve and enhance the conservation and recreation values of the property in accordance with the Management Plan, as it may be amended from time to time, only after review and approval by FCT and Grantee.”

2. Reaffirmation. Except as specifically set forth herein, all provisions of the Conservation Easement shall remain unchanged and in full force and effect.

3. Recordation. Grantor shall record this Amendment to Conservation Easement in timely fashion in the Official Records of Nassau 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 Amendment to Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Amendment to Conservation Easement in the public records.

4. Successors. The covenants, terms, conditions and restrictions of this Amendment to 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. Grantee will hold this Amendment Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Amendment Conservation Easement

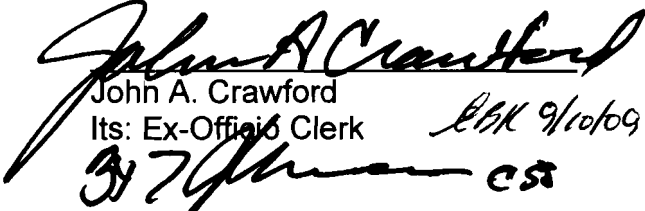
IN WITNESS WHEREOF, the parties have executed this Amendment to Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Barry V. Holloway, Chairman


Attest as to Chairman's signature:


John A. Crawford
Its: Ex-Officio Clerk *BAK 9/10/09*
317 [Signature] CS

Approved as to form by the Nassau County Attorney

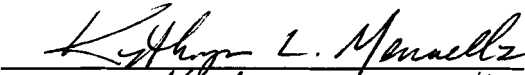

David A. Hallman

Reviewed and Approved by:


Ken Reecy, Community Program Manager
Florida Community Trust

Attest:

**GRANTEE: ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT**


Name: Kathryn L. Mennella
Title: General Counsel
St. Johns River Water
Management District
4049 Read Street
Palatka, FL 32217-2529


Name: Kirby B. Green III
Title: Executive Director
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32177-2529

EXHIBIT A

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



LEGAL DESCRIPTION:

JUNE 5, 2007

GOFFINSVILLE CONSERVATION EASEMENT

ABORTION OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10 FEET IN WIDTH AND LYING TO THE LEFT OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY) AND THE **POINT OF BEGINNING**; THENCE EASTERLY AND SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE OF THE NASSAU RIVER, A DISTANCE OF 464 FEET MORE OR LESS TO THE TERMINATION OF THIS LINE AND DESCRIPTION.

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 14452

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