

Prepared By: Jonathan Napier
Access Ecological Assoc., Inc.
2485 Pellicer Road
St. Augustine, FL 32090

Return To: Office of General Counsel
St. Johns River Water Management District
4049 Reid Street/Highway 100 West
Palatka, FL 32177

CONSERVATION EASEMENT B

THIS CONSERVATION EASEMENT is made this 24 day of January 2014 by
The Oaks at Bristol Homeowners Association, Inc., a Florida Corporation, having an address at 1629
Racetrack Road, Suite 102, St. Johns, Florida 32259 and Nassau County, a political subdivision of the
State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("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 4049 Reid Street / Highway 100 West,
Palatka, Florida 32177 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Nassau County,
Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as
wetland conservation area no. B (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit
40-089-103930-1 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 except for those trees, living or dead that present a real threat to human life.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

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

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

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, 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 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 Conservation

Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

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

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR: The Oaks at Bristol Homeowners
Association, Inc.
By: Phoenix Development of NE Florida, LLC

Signature: [Handwritten Signature]

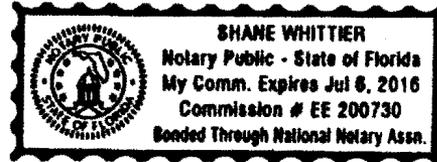
Printed Name: Dennis DeWitt

Signature: [Handwritten Signature]

Printed Name: Christopher S. Shee
Manager

Signature: [Handwritten Signature]

Printed Name: Neill Singleton



STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 12th day of February, 2014, by Christopher S. Shee, Manager of Phoenix Development of NE Florida, LLC, as Manager of the Oaks at Bristol Homeowners Association, Inc., who did not take an oath.

[Handwritten Signature]
Notary Public, State of Florida at
Large.

My Commission Expires:
7/6/16

Serial No.

Personally known _____ OR produced identification Dr. VHS Identification produced Liama

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

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR: Nassau County, a political
subdivision of the State of Florida

Signature: Brenda Linville

Signature: [Signature]

Printed Name: Brenda Linville

Printed Name: Barry V. Holloway

Signature: [Signature]

Printed Name: Connie Arthur

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 10th day of March, 2014, by Barry Holloway, as Chairman (title) for Nassau County, who did not take an oath.

[Signature]
Notary Public, State of Florida
at Large.



LOM M. GAMBLE
Notary Public, State of Florida
My Comm. Expires Aug. 18, 2017
Commission No. FF 27444

My Commission Expires:

Serial No.

Personally known X OR produced identification _____ . Identification produced

EXHIBIT A
legal description

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION
WETLAND BUFFER NO. 1
OAKS AT BRISTOL

A PORTION OF TRACTS "A" & "D", "OAKS AT BRISTOL", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 4-7, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID TRACT "A"; THENCE NORTH 37°43'16" WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT "D", A DISTANCE OF 28.21 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CHESTER ROAD (A 66 FOOT RIGHT-OF-WAY); THENCE NORTH 07°26'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°26'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.71 FEET; THENCE NORTH 84°44'37" EAST A DISTANCE OF 47.45 FEET; THENCE SOUTH 70°39'42" EAST A DISTANCE OF 46.80 FEET; THENCE SOUTH 62°32'39" EAST A DISTANCE OF 55.94 FEET; THENCE SOUTH 18°27'51" EAST A DISTANCE OF 48.75 FEET; THENCE SOUTH 03°08'33" EAST A DISTANCE OF 21.68 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF BRISTOL AVENUE (A 50 FOOT RIGHT-OF-WAY), ACCORDING TO THE SAID PLAT OF "OAKS AT BRISTOL"; THENCE NORTH 82°30'44" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.44 FEET; THENCE NORTH 03°08'33" WEST A DISTANCE OF 13.63 FEET; THENCE NORTH 18°27'51" WEST A DISTANCE OF 35.27 FEET; THENCE NORTH 62°32'39" WEST A DISTANCE OF 44.05 FEET; THENCE NORTH 70°39'42" WEST A DISTANCE OF 39.58 FEET; THENCE SOUTH 84°44'37" WEST A DISTANCE OF 30.99 FEET; THENCE SOUTH 21°46'19" WEST A DISTANCE OF 14.08 FEET; THENCE SOUTH 37°25'01" WEST A DISTANCE OF 25.51 FEET TO THE POINT OF BEGINNING.

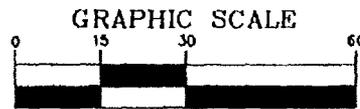

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 16565

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730
www.manzieanddrake.com

MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)



(IN FEET)
1 inch = 30 ft.



CHESTER ROAD
(66-FOOT RIGHT-OF-WAY) (AKA 'LOFTON-CHESTER ROAD')

POINT OF BEGINNING

I.P.A.C.T.
(ADDITIONAL RIGHT-OF-WAY)

TRACT "A"
(RECREATION AND OPEN SPACE)

TRACT "A"
(JURISDICTIONAL WETLANDS)

POINT OF REFERENCE
SOUTHWEST CORNER OF TRACT "A"
'OAKS AT BRISTOL'
(PLAT BOOK 8, PAGES 4-7)

BRISTOL AVENUE
(60-FOOT RIGHT-OF-WAY)

LEGEND
SQ. FT. = SQUARE FEET

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 3.82 | N07°26'12"E |
| L2 | 20.50 | N84°44'37"E |
| L3 | 26.95 | N84°44'37"E |
| L4 | 15.63 | N03°08'33"W |
| L5 | 27.13 | S84°44'37"W |
| L6 | 3.86 | S84°44'37"W |
| L7 | 14.08 | S21°48'19"W |
| L8 | 25.51 | S17°25'01"W |

BY: *Michael Manzie*
MICHAEL A. MANZIE, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4069
JOB NO. 16565 (BUFFER 1)
(SHEET 2 OF 2)

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904)491-5700 * FAX (904)491-5777
WWW.MANZIEANDRAKE.COM