

Instr #2014055750 BK: 3933 PG: 674, Filed & Recorded: 9/23/2014 3:27 PM #Pgs:17
 Cheryl Strickland, Clerk of the Circuit Court St. Johns County FL Recording \$146.00 Doc. D S0.70

THIS DOCUMENT PREPARED BY:

GUNSTER YOAKLEY & STEWART, P.A.
 225 WATER STREET, SUITE 1750
 JACKSONVILLE, FL 32202

RETURN RECORDED ORIGINAL TO:

OFFICE OF GENERAL COUNSEL
 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 4049 REID STREET
 PALATKA, FL 32177-2529

**CONSERVATION EASEMENT FOR A PORTION
 OF THE NOCATEE GREENWAY**

THIS CONSERVATION EASEMENT is made as of the 3 day of September, 2014, by **HYDRY COMPANY, LLC**, a Delaware limited liability company, having an address at 4310 Pablo Oaks Court, Jacksonville, Florida 32224-9631, (“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, FL 32177-2529 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit “A” attached hereto and incorporated by this reference (“Property”); and

WHEREAS, Grantor grants this Conservation Easement over the Property as a condition of Permit No. 40-031-87432-44 issued by Grantee (the “District Permit”), and of Permit No. SAJ 2003-1267-MRE (the “ACOE Permit”) issued by the U.S. Army Corps of Engineers (the “Corps”), to off-set adverse impacts and to prevent secondary impacts to natural resources, fish and wildlife and wetland functions; and

WHEREAS, the District Permit and the ACOE Permit are collectively referred to herein as the “Permits”.

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 claiming by, through or under Grantor, but not otherwise.

a. **Purpose.** The purpose of this Conservation Easement is to assure that, allowing for activities described in Section c. below, the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property. The parties hereto intend for portions of the Property to be

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used by the public for passive recreation purposes. Therefore, activities and uses shall be allowed on the Property that are consistent with the conditions of the Permits. As used herein, the term "Administrative Personnel" shall mean the staff that manages the Property, including park rangers, foresters, security personnel, maintenance staff, office administrative staff, and other park employees and agents.

b. 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, except as otherwise provided in Section c. below:

(i) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing or destroying trees, shrubs or other vegetation.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) 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.

(ix) Construction of playgrounds, ball fields, sport courts, swimming pools, or athletic facilities.

(x) Possession of weapons, except for possession by Administrative Personnel or law enforcement officers and possession of hunting weapons necessary to control wildlife disease and overpopulation.

(xi) Possession of alcohol on the Property.

(xii) Launching of motorized vessels from the Property, except by Administrative Personnel, law enforcement officers or fire/rescue personnel, and except vessels with electric trolling motors only.

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(xiii) Riding of horses on the Property, except: (i) as permitted on designated equestrian trails; or (ii) by Administrative Personnel, law enforcement officers or fire/rescue personnel.

(xiv) Use of all-terrain vehicles, off-road vehicles, or other motorized vehicles not licensed for Florida highway use, except for such vehicles used by Administrative Personnel, law enforcement officers, fire/rescue personnel, mobility-impaired persons, or used for authorized silvicultural activities or other construction and management of the Property that is allowed in the Permits.

c. Reserved Rights and Allowed Uses. 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. In addition, the following activities and uses shall specifically be allowed:

(i) Grantor may conduct mitigation activities on the Property so long as such activities are conducted in accordance with a District permit (already issued or issued in the future) that expressly authorizes such activities.

(ii) Grantor may conduct activities on the Property that are expressly authorized by a District permit issued in the future, so long as such District permit specifically addresses the effect of such activities on the ecological value of the Property and provides for any required mitigation. The fact that this conservation easement would allow such activities does not imply that such activities would meet applicable regulatory criteria for obtaining a permit. For the purpose of this subsection, "ecological value" shall be the greater of the ecological value accorded at the time the District Permit was issued or at the time the future permit is issued.

(iii) Grantor may remove or treat vegetation that is listed on the most current List of Invasive Plant Species produced by the Florida Exotic Pest Plant Council (or its successor organization). The removal or treatment may be mechanical or chemical so long as the activity is conducted in accordance with state and federal regulations and the pesticide label.

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

(i) 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.

(ii) 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.

e. [Intentionally Deleted].

f. Grantee's Discretion. Grantee and the Corps may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee and the Corps do not exercise their rights under this Conservation Easement, the Corps' and/or Grantee's forbearance shall not be construed to be a waiver by Grantee and/or the Corps 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 and/or the Corps shall impair such right or remedy or be construed as a waiver. Grantee and the Corps shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The Corps shall be notified in writing of any assignment of this Conservation Easement to a new Grantee or of any amendment to this Conservation Easement.

g. 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 resulting from such causes.

h. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall re-record 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 documentary stamp taxes necessary to record this Conservation Easement in the public records.

i. 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.

j. Amendment. This conservation easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of Section 704.06, Florida Statutes and the purpose of this easement.

k. Conveyance to CDD. Grantor and Grantee acknowledge that Grantor intends to convey the Property to a Community Development District formed under Chapter 190, Florida Statutes. Grantee agrees that upon any conveyance by Grantor of all or a portion of the Property as aforesaid, Grantor shall be automatically released from any obligations and liability under this Conservation Easement arising from and after the date of such conveyance as to the portion of the Property conveyed by Grantor; provided, however, that no such conveyances shall relieve Grantor from any obligations under the Permits unless and until such Permits are transferred to another person or entity.

l. Assignment by Grantee. Grantee shall not assign its rights or obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws, including Section 704.06 Florida Statutes, and committed to

holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified by Grantee in writing of any intention by Grantee to reassign this conservation easement to a new grantee and the Corps must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of the acceptance delivered to the Corps. This conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished by Grantee to the Corps. All requests for approval by the Corps under this Section l shall be sent by certified mail to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida 32202.

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BK: 3933 PG: 679

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

Signed, sealed and delivered in the presence of:

GRANTOR:

HYDRY COMPANY, LLC, a Delaware limited liability company

Tina E Miller (Print Name Tina E Miller)

John M. White (Print Name John M. White)

By: Jed V. Davis Vice President

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3 day of September, 2014, by Jed V. Davis, the Vice President of HYDRY COMPANY, LLC, a Delaware limited liability company, on behalf of the company.



Tina E Miller (Print Name Tina E Miller) NOTARY PUBLIC State of Florida at Large Commission # FF 016700 My Commission Expires: May 9, 2017 Personally Known or Produced I.D. [check one of the above] Type of Identification Produced

BK: 3933 PG: 680

JOINDER, CONSENT AND SUBORDINATION TO CONSERVATION EASEMENT

At the time of grant of this Conservation Easement, the Property is subject to the Mortgage, Fixture Filing, Assignment of Leases and Rents and Security Agreement recorded in Official Records Book 3608, page 3, of the public records of St. Johns County, Florida (the "Mortgage").

The undersigned is the holder of all rights and interest under the Mortgage, and hereby joins in, consents to and subordinates all such rights and interest it holds under the Mortgage to the foregoing Conservation Easement, and hereby agrees that its rights and interest under the Mortgage shall be subject to the terms of the foregoing Conservation Easement.

IN WITNESS WHEREOF, this Joinder, Consent and Subordination to Conservation Easement has been executed by the undersigned on ~~August~~ ^{Sept.} 2, 2014.

Signed, sealed and delivered
in the presence of:

Tina E. Miller
Print Name: Tina E. Miller

John M. White
Print Name: John M. White

U.S. BANK NATIONAL ASSOCIATION

By: Tolomato Community Development
District, as authorized agent

By: Richard T. Ray
Richard T. Ray, as Chairman

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2 day of ~~August~~ ^{Sept.}, 2014, by Richard T. Ray, as Chairman of the Tolomato Community Development District, as authorized agent, on behalf of U.S. Bank National Association, who is personally known to me.

Tina E. Miller
Notary Public, State of Florida at Large
My Commission Expires: May 9, 2017



JAX_ACTIVE 3477325.1

JOINDER, CONSENT AND SUBORDINATION TO CONSERVATION EASEMENT

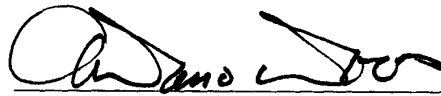
At the time of grant of this Conservation Easement, the Property is subject to the easements, covenants and restrictions set forth in the following: (1) the Declaration (Nocatee/HYDRY) recorded June 8, 2010 in Official Records Book 3321, page 631, as amended; (2) the Declaration of Covenants and Restrictions for Twenty Mile Village, Nocatee recorded December 14, 2010 in Official Records Book 3386, page 1247, as amended; and (3) the Grant and Declaration of Easements and Covenants recorded April 11, 2011 in Official Records Book 3426, page 1117, as amended, all of the public records of St. Johns County, Florida (collectively, the "Instruments").

The undersigned parties are the holders of all rights under the Instruments and hereby join in, consent to and subordinate all easement rights, interests or claims they hold under the Instruments to the foregoing Conservation Easement, and hereby agree that their rights under the Instruments shall be subject to the terms of the foregoing Conservation Easement.

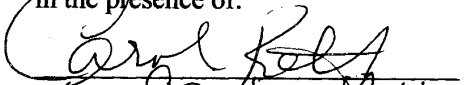
[Signatures commence on following page]

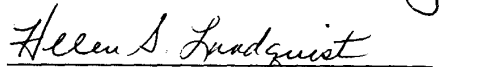
BK: 3933 PG: 682

Signed, sealed and delivered
in the presence of:



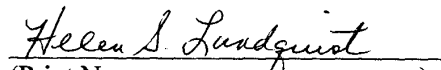
A. DANO DAVIS

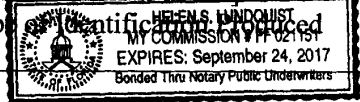

Print Name: CAROLINE KELLY


Print Name: HELEN S. LUNDQUIST

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September,
2014, by A. DANO DAVIS.


(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]

Type  Identified
HELEN S. LUNDQUIST
MY COMMISSION # PF 02191
EXPIRES: September 24, 2017
Bonded Thru Notary Public Underwriters

JAX_ACTIVE 3477324.1

BK: 3933 PG: 683

Signed, sealed and delivered
in the presence of:

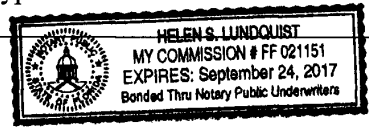
**A. DANO DAVIS, AS TRUSTEE OF ANDREW
DANO DAVIS RECONCILABLE TRUST
UNDER TRUST AGREEMENT DATED JUNE
16, 1980.**

Print Name: Caroline Kelly
Print Name: HELEN S. LUNDQUIST

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September,
2014, by **A. DANO DAVIS, AS TRUSTEE OF THE ANDREW DANO DAVIS
REVOCABLE TRUST UNDER TRUST AGREEMENT DATED JUNE 16, 1980.**

(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



BK: 3933 PG: 684

IN WITNESS WHEREOF, this subordination has been executed by the undersigned on the date set forth below.

Signed, sealed and delivered in the presence of:

SONOC COMPANY, LLC,
a Delaware limited liability company

Caroline Kelly
Print Name: Caroline Kelly

By: *Jed V. Davis*
Jed V. Davis
Vice President

Helen S. Lundquist
Print Name: HELEN S LUNDQUIST

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September, 2014, by Jed V. Davis, the Vice President of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

Helen S. Lundquist
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



JAX_ACTIVE 3477324.1

BK: 3933 PG: 685

Signed, sealed and delivered
in the presence of:

HYDRY COMPANY, LLC,
a Delaware limited liability company

Caroline Kett
Print Name: Caroline Kett

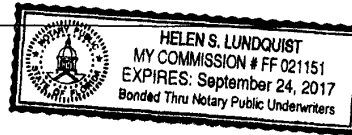
By: *Jed V. Davis*
Jed V. Davis
Vice President

Helen S. Lundquist
Print Name: HELEN S. LUNDQUIST

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September,
2014, by Jed V. Davis, the Vice President of **HYDRY COMPANY, LLC**, a Delaware limited
liability company, on behalf of the company.

Helen S. Lundquist
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



BK: 3933 PG: 686

Signed, sealed and delivered
in the presence of:

Caroline Kelly
Print Name: CAROLINE KELLY

Helen S. Lundquist
Print Name: HELEN S. LUNDQUIST

ESTUARY, LLC,
a Florida limited liability company

By: *Jed V. Davis*
Jed V. Davis
Manager

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September,
2014, by Jed V. Davis, the Manager of **ESTUARY, LLC**, a Florida limited liability company,
on behalf of the company.

Helen S. Lundquist
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



JAX_ACTIVE 3477324.1

BK: 3933 PG: 687

Signed, sealed and delivered
in the presence of:

Carol Kelly
Print Name: CAROL KELLY

Helen S. Lundquist
Print Name: HELEN S. LUNDQUIST

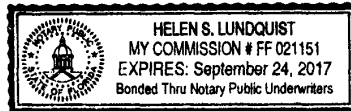
D.D.I., INC.,
a Florida corporation.

By: *Jed V. Davis*
Jed V. Davis
Vice President

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 2nd day of September, 2014, by Jed V. Davis, the Vice President of **D.D.I, INC.**, a Florida corporation, on behalf of the company.

Helen S. Lundquist
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



JAX_ACTIVE 3477324.1

BK: 3933 PG: 688

EXHIBIT "A"

JAX_ACTIVE 3399266.1

BK: 3933 PG: 689



www.rmangas.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

August 14, 2014
Twenty Mile Village Phase 1

Work Order No. 14-112.02
File No. 123D-36.02A

Conservation Easement

A portion of Sections 19, and 20, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands as described and recorded in Official Records Book 3321, page 603 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 19; thence North 88°46'16" East along the Southerly line of said Section 19, a distance of 4984.93 feet; thence North 01°19'00" West, departing said Southerly line, 654.12 feet; thence North 88°41'00" East, 293.45 feet to the Point of Beginning.

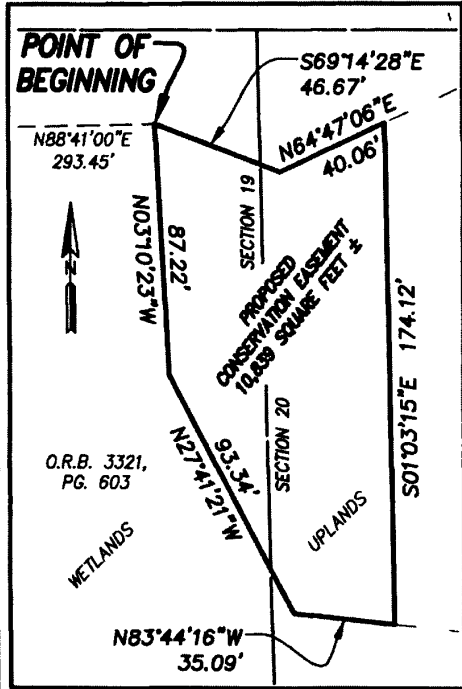
From said Point of Beginning, thence South 69°14'28" East, 46.67 feet; thence North 64°47'06" East, 40.06 feet; thence South 01°03'15" East, 174.12 feet; thence North 83°44'16" West, 35.09 feet; thence North 27°41'21" West, 93.34 feet; thence North 03°10'23" West, 87.22 feet to the Point of Beginning.

Containing 10,839 square feet, more or less.

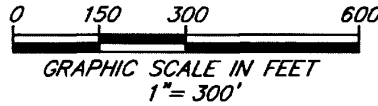
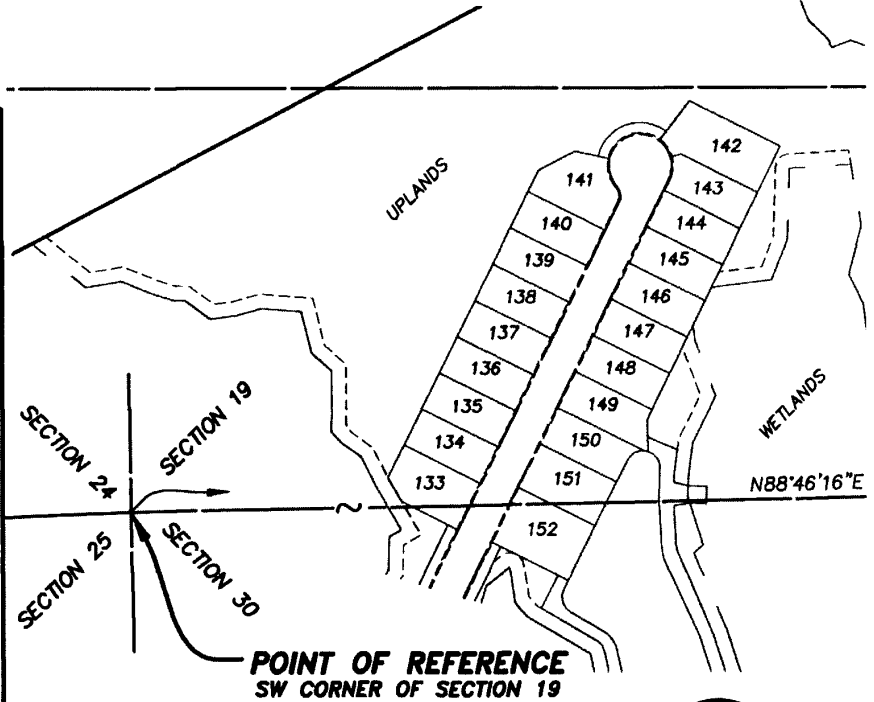
SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 19 AND 20, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3321, PAGE 603, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE



DETAIL "A"
SCALE: 1"=60'



GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 19 AS BEING NORTH 88°46'16" EAST.
- 3) SECTION LINES AND LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATION ONLY.
- 4) JURISDICTIONAL WETLAND LINES DEPICTED HEREON AS FLAGGED BY ENVIRONMENTAL SERVICES, INC. AND AS FIELD LOCATED BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NUMBER 115C-1, DATED OCTOBER 21, 1999, LAST REVISED SEPTEMBER 22, 2006.



ROBERT M. ANGA
SURVEYORS • PLANNERS

14775 Old St. Augustine
Tel: (904) 642-8550
Certificate of Auth

DATE: AUGUST 14, 2017

CAD FILE: I:\Survey\RM\Proj\Locates\Plats\Twenty Mile Village\Plats\Phase 3\Sketches\CSV\Easement.dwg