

ENVIRONMENTAL SERVICES, INC.

7220 Financial Way, Suite 100
Jacksonville, FL 32256

Phone 904-470-2200 * Fax 904-470-2112

www.environmentalservicesinc.com

15 September 2016

Ms. Cynthia Vogt
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2529

**RE: Cypress Trails at Nocatee
Permit 87432-132, -169, -183, -221**

Dear Cindy:

Attached please find the original, recorded conservation easement associated with Cypress Trails at Nocatee. The conservation easement was recorded on 14 September 2016, in Duval County Official Record Book 17708, page 1866.

Should you have any questions or require additional information, please contact Michelle Hendryx or me. Thank you for your assistance.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Tim Hamilton
Sr. Vice President/Technical Director

Attachments:

OR Book 17708, page 1866

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RETURN RECORDED ORIGINAL TO:

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

CONSERVATION EASEMENT
CYPRESS TRAILS AT NOCATEE

Sept THIS CONSERVATION EASEMENT is made as of the 1 day of Sept, 2016 by SPLIT PINE DEVELOPMENT, LLC, a Florida 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 Duval 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. 4-031-87432-132, as modified by Permit Nos. 87432-169, 87432-183, and 87432-221, each issued by Grantee (the "Permits"), 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 Permits 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

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.

(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 Duval 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 I 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.

m. Rights of the Corps. The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

(i) the right to take action to preserve and protect the environmental value of the Property;

(ii) the right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

(iii) the right 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; and

(iv) the right to enforce this Conservation Easement by injunction or 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 the right to require Grantor, or its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

[This Space Intentionally Left Blank]

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:

SPLIT PINE DEVELOPMENT, LLC,
a Florida limited liability company

Signature: [Signature]

Printed Name: E. Joseph Mott Jr.

Name Printed: Holly Ray

Signature: [Signature]

Jed V. Davis
Its Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

Sept. The foregoing instrument was acknowledged before me this 1 day of Sept., 2016, by Jed V. Davis, as Vice President of SPLIT PINE DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company.

Tina E Miller
(Print Name Tina E Miller)

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



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 16068, page 1808, of the public records of Duval 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 Sept. 1, 2014

Signed, sealed and delivered
in the presence of:

E. J. Mull
Print Name: E. Joseph Mull Jr.

[Signature]
Print Name: Kelly Bay

U.S. BANK NATIONAL ASSOCIATION

By: Tolomato Community Development
District, as authorized agent

By: [Signature]
Richard T. Ray, as Chairman

STATE OF FLORIDA }
COUNTY OF DUVAL }

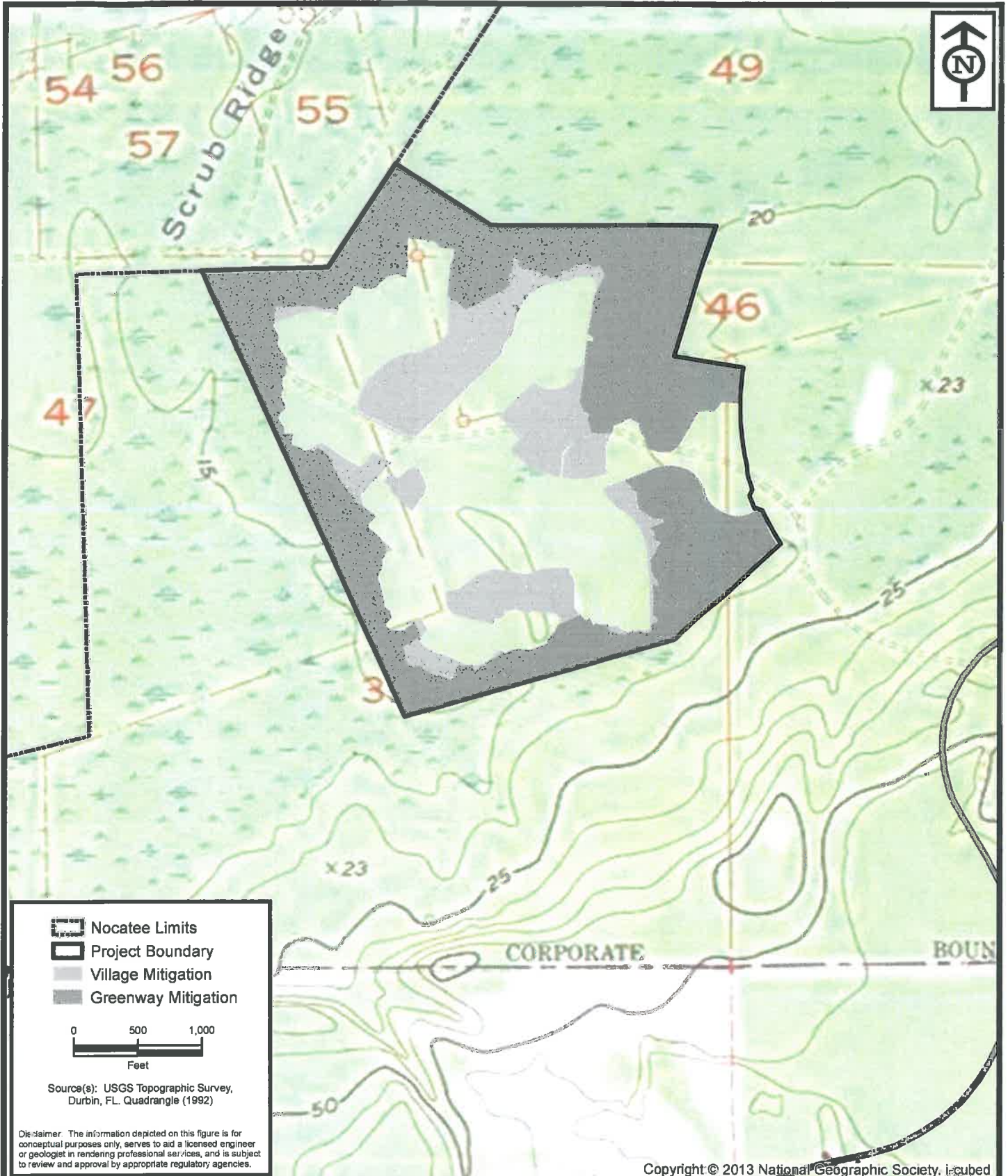
The foregoing instrument was acknowledged before me this 1 day of Sept, 2014 by Richard T. Ray, as Chairman of the Tolomato Community Development District, as authorized agent, on behalf of U.S. Bank National Association, who is personally known to me.

Tina E Miller
Notary Public, State of Florida at Large
My Commission Expires: _____



EXHIBIT A
The Property

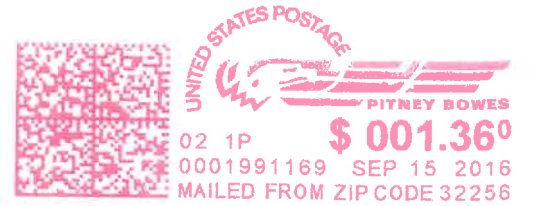
Tracts "J", "K", "L", and "M", as shown on the plat of Cypress Trails at Nocatee Phase One, recorded in Map Book 67, Page 88 of the public records of Duval County, Florida; and Tract "D" as shown on the plat of Cypress Trails at Nocatee Phase Two, recorded in Map Book 67, Page 149 of the public records of Duval County, Florida.



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Conservation Easement Location
Cypress Trails at Nocatee
Duval County, Florida

Project:	EJ13174.00
Date:	Jun. 2016
Drwn/Chkd:	JRN/MH
Figure:	1



ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY
SUITE 100
JACKSONVILLE, FLORIDA 32256

TO:
Ms. Cynthia Vogt
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2539

SJRWMD
SEP 22 2016
MAIL CENTER