

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 30<sup>th</sup> day of August, 1994, by WEST MCCOY CITRUS, a Florida general partnership, having an address of P.O. Box 771046, Winter Garden, Florida 34777 ("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 32078-1429 ("Grantee").

W I T N E S S E T H:

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

WHEREAS, the Property possesses environmental value of great importance to the Grantor and to the people of Orange County, Florida; and

WHEREAS, Grantor intends, as the Property owner, to convey to Grantee the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees, by accepting this Grant, to honor Grantor's intentions stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 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 "Easement"). Grantor fully warrants the title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. This Easement's purpose is to assure that the Property will be retained forever, except as herein provided, in its existing natural conditions and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the environmental value of the Property;

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

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

(d) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set

forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

**3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

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

(c) Removal or destruction of trees, shrubs, or other vegetation;

(d) Excavation, dredging or removal of 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; and

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

**4. 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 Easement. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property.

**5. Grantee's Discretion.** Grantee may enforce the terms of this Easement at its discretion, but if Grantor breaches any term of this Easement and Grantee does not exercise its rights under this 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 Easement, or of any of the grantee's rights under this 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 Easement. No person or entity shall have the right to require Grantee to enforce the provisions of this Easement.

**6. Grantee's Liability.** 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 or to the Property.

**7. Acts Beyond Grantor's Control.** Nothing contained in this 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 action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statutes of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

9. Recordation. Grantor shall record this instrument in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time as Grantee may require to preserve its rights in this Easement. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Easement in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this 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 set its hand on the day and year first above written.

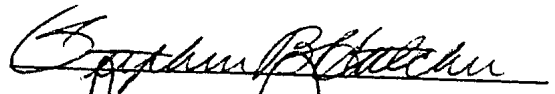

GRANTOR:

WEST MCCOY CITRUS, a Florida  
general partnership

By:



EARL M. CRITTENDEN  
General Partner

  
Stephen B. Hatcher  
Printed Name  
  
CHERYL LYNNE POPE  
Printed Name

  
Stephen B. Hatcher  
Printed Name  
  
CHERYL LYNNE POPE  
Printed Name

By:

A.E. LANGLEY  
General Partner

  
Stephen B. Hatcher  
Printed Name  
  
CHERYL LYNNE POPE  
Printed Name

By:

ELMER G. YOUNGBLOOD  
General Partner

Stephen B. Harcher

Printed Name

Cheryl Lynne Pope

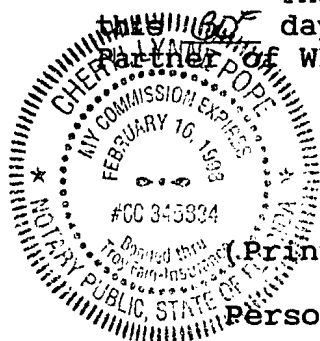
CHERYL LYNNE POPE  
Printed Name

By:

Billy C. Youngblood  
BILLY C. YOUNGBLOOD  
General Partner

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 1994, by EARL M. CRITTENDEN, General Partner of WEST McCOY CITRUS, a Florida general partnership.



Cheryl Lynne Pope  
Notary Public

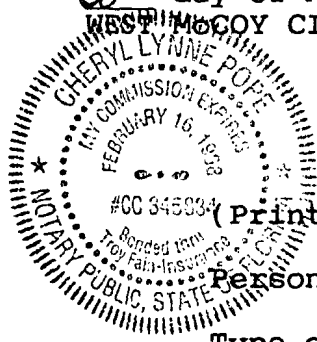
(Print, type or stamp commissioned name of Notary Public)

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 1994, by A.E. LANGLEY, General Partner of WEST McCOY CITRUS, a Florida general partnership.



Cheryl Lynne Pope  
Notary Public

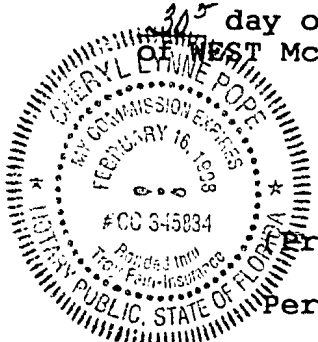
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Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 1994, by ELMER G. YOUNGBLOOD, General Partner of WEST McCOY CITRUS, a Florida general partnership.



Cheryl Lynne Pope  
Notary Public

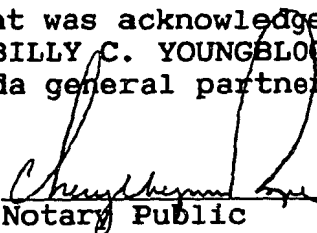
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Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
day of August, 1994, by BILLY C. YOUNGBLOOD, General Partner  
of WEST McCOY CITRUS, a Florida general partnership.

  
Notary Public

Print, type or stamp commissioned name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Kenneth F. Oswald  
Suite 110, 600 Courtland Street  
Orlando, Florida 32804



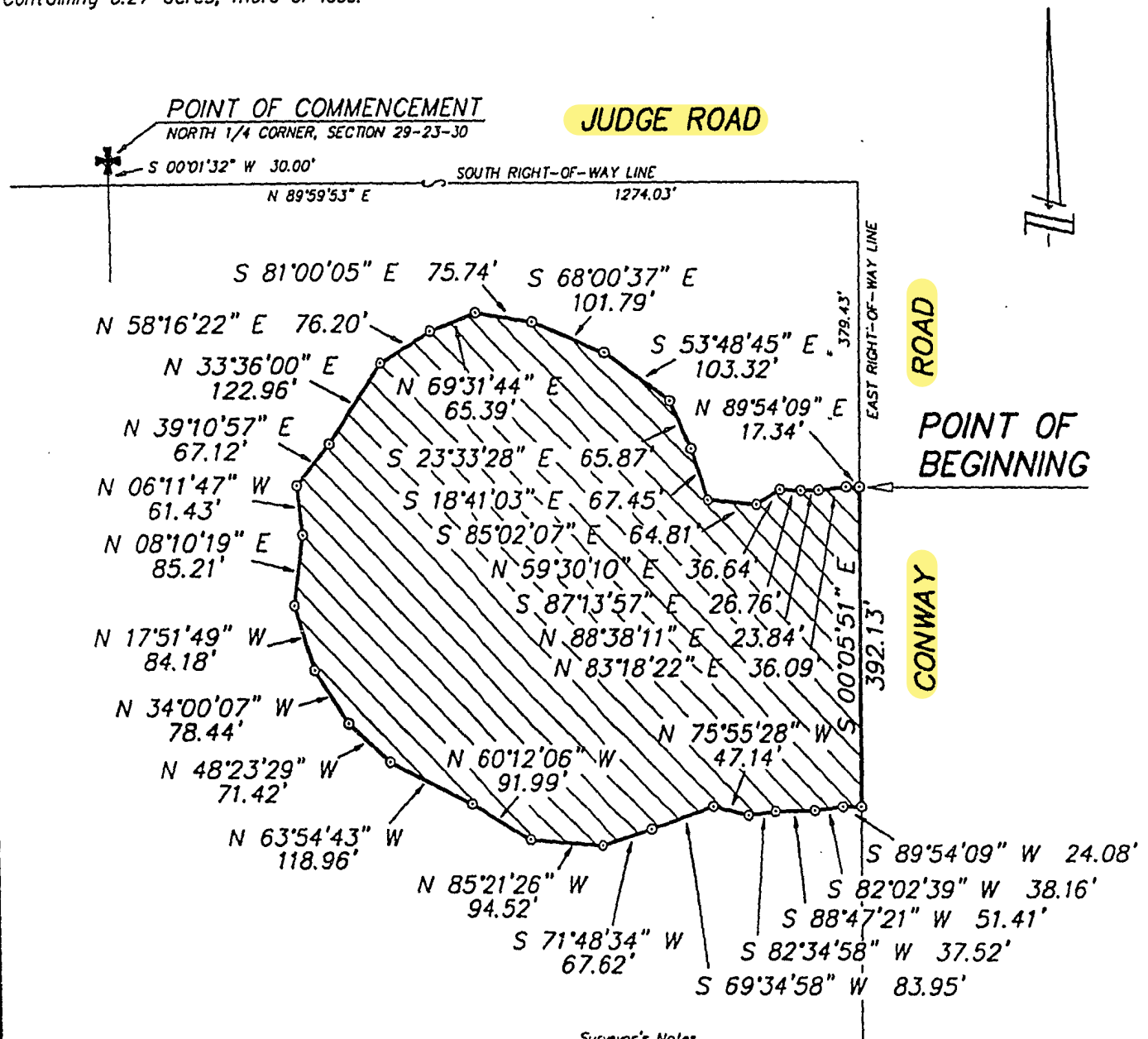
Legal Description

Conservation Easement

A portion of Section 29, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the North 1/4 corner of said Section 29; thence run S 00°01'32" W, 30.00 feet to a point on the south right-of-way line of Judge Road; thence run N 89°59'53" E, along said south right-of-way line, 1274.03 feet to a point on the west right-of-way line of Conway Road; thence run S 00°05'51" E, along said west right-of-way line, 379.43 feet for the POINT OF BEGINNING; thence continue to run S 00°05'51" E, 392.13 feet; thence run S 89°54'09" W, 24.08 feet; thence run S 82°02'39" W, 38.16 feet; thence run S 88°47'21" W, 51.41 feet; thence run S 82°34'58" W, 37.52 feet; thence run N 75°55'28" W, 47.14 feet; thence run S 69°34'58" W, 83.95 feet; thence run S 71°48'34" W, 67.62 feet; thence run N 85°21'26" W, 94.52 feet; thence run N 60°12'06" W, 91.99 feet; thence run N 63°54'43" W, 118.96 feet; thence run N 48°23'29" W, 71.42 feet; thence run N 34°00'07" W, 78.44 feet; thence run N 17°51'49" W, 84.18 feet; thence run N 08°10'19" E, 85.21 feet; thence run N 06°11'47" W, 61.43 feet; thence run N 39°10'57" E, 67.12 feet; thence run N 58°16'22" E, 76.20 feet; thence run N 33°36'00" E, 122.96 feet; thence run N 58°16'22" E, 76.20 feet; thence run N 69°31'44" E, 65.39 feet; thence run S 81°00'05" E, 75.74 feet; thence run S 68°00'37" E, 101.79 feet; thence run S 53°48'45" E, 103.32 feet; thence run S 23°33'28" E, 65.87 feet; thence run S 18°41'03" E, 67.45 feet; thence run S 85°02'07" E, 64.81 feet; thence run S 87°13'57" E, 26.76 feet; thence run N 59°30'10" E, 36.64 feet; thence run N 88°38'11" E, 23.84 feet; thence run N 83°18'22" E, 36.09 feet; thence run N 89°54'09" E, 17.34 feet to the POINT OF BEGINNING.

Containing 8.27 acres, more or less.



Surveyor's Notes

1. Reproductions of this survey are not valid unless embossed with the Surveyor's seal.
2. The lands shown hereon were not abstracted for easements, rights-of-way, ownership or other matters of record by this firm.
3. The bearings shown hereon are based upon the south right-of-way line of Judge Road, according to the plat of "CONWAY LAKES" as recorded in Plat Book 8, Page 3 of the Public Records of Orange County, Florida, having a bearing of N 89°50'12" E.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

I CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 81G17-8 F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES. NO CORNERS WERE SET AND THE AUTHOR ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR:

FIRST ORLANDO DEVELOPMENT COMPANY

JOB NO.

94044.8

SHEET

1 OF 1

DATE

8/11/94

SCALE

1" = 200'



GANUNG - BELTON ASSOCIATES, INC.

a professional surveying company

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

R. CLAYTON GANUNG  
REG. PLS. NO. 4236