

Prepared by:

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this day of , 2015 by
Albert L. Higginbotham & Shari T. Graham having an address at 45321 Green Ave.,
Callahan, FL 32011 ("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 32178-1429
("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 (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #
125687-2, 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.

(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 Grantors, nor any person or entity claiming by or through Grantors, 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:

Signature: [Signature]

Printed Name: Debra A. Rau

Signature: [Signature]

Printed Name: Debra Nightst

GRANTOR:

Signature: [Signature]

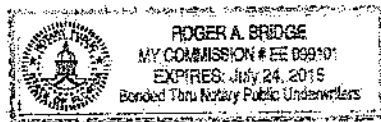
Printed Name: Albert L. Hieginbotham

Signature: [Signature]

Printed Name: Shari T. Graham

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 20th day of March, 2015, by [Signature], who did not take an oath.



Notary Public, State of Florida
at Large

My Commission Expires: 7/24/2015

Serial No. EE 099101

Personally known [Signature] OR produced identification [Signature] . Identification produced [Signature]

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

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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:


Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

GRANTOR:

Signature: 

Printed Name: Albert L. Higginbotham

Signature: _____

Printed Name: Shari T. Graham

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, who did not take an oath.

Notary Public, State of Florida
at Large

My Commission Expires: _____

Serial No. _____

Personally known _____ OR produced identification _____ . Identification produced _____

SEE SHEET 1 FOR CAPTION



MAP SHOWING SKETCH OF

CONSERVATION EASEMENT

A PORTION OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 01°14'29"EAST, ALONG THE WEST LINE OF SECTION 28, 1474.70 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF A 30.00 FOOT EASEMENT FOR INGRESS AND EGRESS RECORDED IN OFFICIAL RECORDS BOOK 1146, PAGES 1256 THRU 1268, OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'29"EAST, ALONG SAID WEST LINE OF SECTION 28, 1890.00 FEET MORE OR LESS TO ITS INTERSECTION WITH THE CENTER LINE OF BOGGY CREEK; THENCE SOUTHEASTERLY ALONG THE MEANDERINGS OF THE CENTER LINE OF BOGGY CREEK 745.00 FEET MORE OR LESS TO A POINT IN SAID CENTER LINE; THENCE NORTH 07°12'40"EAST, ALONG THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1878, PAGE 175, OF THE PUBLIC RECORDS OF SAID COUNTY, 1152.84 FEET TO AN ANGLE POINT; THENCE NORTH 25°07'10"EAST, CONTINUING ALONG THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 1878, PAGE 175, 1115.33 FEET TO A POINT ON THE SOUTHERLY LINE OF A 60.00 FOOT EASEMENT FOR INGRESS AND EGRESS; THENCE NORTH 51°02'58"WEST, ALONG SAID SOUTHERLY LINE OF A 60.00 FOOT EASEMENT FOR INGRESS AND EGRESS, 588.35 FEET TO AN ANGLE POINT; THENCE NORTH 70°56'39"WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID 60.00 FOOT EASEMENT FOR INGRESS AND EGRESS, 349.43 TO A POINT OF CURVE TO THE LEFT AND HAVING A RADIUS OF 200.00 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE LEFT AN ARC DISTANCE OF 293.02 FEET TO A POINT SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°05'00"WEST, 267.51 FEET; THENCE NORTH 64°53'22"WEST, 15.00 FEET TO A POINT ON NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 5152.35 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE RIGHT BEING ON THE SOUTHERLY LINE OF A EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1146, PAGE 1256 THRU 1268, AN ARC DISTANCE OF 326.91 FEET TO A POINT SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°16'05"WEST, 326.42 FEET SAID POINT BEING THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 45.00 ACRES MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED.
2. BEARINGS OF S01 14°29'E OF WEST LINE OF SECTION 28 HELD FIXED.
3. THIS IS A SKETCH OF A DESCRIPTION ONLY.

SHEET 1 OF 2 SHEETS

ANTHONY PAUL O'NEIL

5545 SHANNON AVENUE
JACKSONVILLE, FLORIDA 32254
PHONE (904)-379-2574 FAX. (904)-379-2578

I HEREBY CERTIFY TO :

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17.000-17.002 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.022 FLORIDA STATUTES.

FEMA FLOOD INSURANCE RATE INFORMATION PERTAINING TO LANDS SHOWN HEREON:
ZONE _____ PANEL _____ DATE _____ COUNTY, FLORIDA

| | | |
|------------------------------------|---|---|
| P.O.B.-POINT OF BEGINNING | R.L.S.-REGISTERED LAND SURVEYOR | N-NORTH S-SOUTH E-EAST W-WEST |
| P.C.-POINT OF CURVATURE | PROP.-PROPOSED C/L-CENTER LINE | EX-EXCEPTION TYP-TYPICAL |
| P.T.-POINT OF TANGENT | L.D.-LICENSE BUSINESS | FF-FINISH FLOOR EL-ELEVATION |
| P.R.C.-POINT OF REVERSE CURVATURE | O.R.V.-OFFICIAL RECORDS VOLUME | RLK-ROUND RIB PIPES |
| P.C.C.-POINT OF COMPOUND CURVATURE | O.R.B.-OFFICIAL RECORDS BOOK | LD-IRON PIPE PIPES |
| P.I.-POINT OF INTERSECTION | PUB-PLAT BOOK PG-PAGE | CONC-CONCRETE A/C-ASB CONDITIONER |
| P.C.P.-PERMANENT CONTROL POINT | PUB-PLAT BOOK M.B.-MAP BOOK | CONT-CONCRETE ELEC-ELECTRIC |
| P.R.P.-PERMANENT REFERENCE POINT | CO-COUNTY FL-FLORIDA | B.L.L.-BUILDING INSULATION LINE |
| P/W-WIDTH-OF-WAY CT-COURT | AVE-AVENUE ST-STREET | EZBL-FLOOD ZONE BOUNDARY LINE |
| L-ARC LENGTH R-RADIUS | CUL-CURVE BEARING AND DISTANCE APPROX- APPROXIMATE EXIST-EXISTING | ALKA-ALSO KNOWN AS N/T-NOW OR FORMERLY |
| A-DELTA ANGLE T-TANGENT | COMP-COMPUTED RAD-RADIUS | N.G.M.D.-NATIONAL GEODETIC VERTICAL DATUM |
| | P-PLAT C-COMP. D-DEED | |

JURISDICTIONAL WETLANDS WERE NOT LOCATED THIS SURVEY.
EASEMENTS OF RECORD WERE NOT PROVIDED FOR THIS SURVEY.
THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
THIS SURVEY NOT VALID WITHOUT ENDOSSSED SEAL.

ET DENOTES CONCRETE MONUMENT
O DENOTES IRON PIPE
SET-DENOTES SET 6"Ø x 12"
DEBAR L.B.7828

DATE SIGNED: 02-10-16
Anthony Paul O'Neil
ANTHONY PAUL O'NEIL PSM 5684

SYMBOLS:

- X- CHAIN LINK FENCE
- W- WOOD FENCE
- V- WIRE FENCE
- E- ELECTRIC LINE
- C- UTILITY POLE
- WELL
- ASPHALT
- OVERHEAD
- CONCRETE

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, ALMA EXCHANGE BANK AND TRUST (Mortgagee), the mortgagee under that certain Mortgage from Thomas Wooten and H. Lee Underwood Jr. to Alma Exchange Bank and Trust, recorded in OR Book 1146, Page 1301, as affected by Partial Releases recorded in OR Book 1224, Page 588; OR Book 1231, Page 881, and OR Book 1460, Page 1886, together with that Assumption Agreement in OR Book 1479 Page 1443; together with that Loan Modification and Assumption Agreement recorded in OR Book 1684, Page 354, and together with that Mortgage Spreader Agreement recorded in OR Book 1723, Page 1265, all recorded in the public records of Nassau County, Florida hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this ____ day of July, 2014.

Witnesses:

[Signature]
Name: Brandyn E. Harnage

[Signature]
Name: Melanie Music

ALMA EXCHANGE BANK AND TRUST

By: [Signature]
Name: Lawrence Bennett

Title: President and CEO

STATE OF GEORGIA
COUNTY OF Bacon

The foregoing instrument was acknowledged before me this 8th day of July, 2014 by Lawrence Bennett as President and CEO of ALMA EXCHANGE BANK AND TRUST, who executed this instrument on behalf of the Corporation and did not take an oath. He is personally known to me.

[Signature]
Notary Public
My Commission Expires

