

**DEED OF CONSERVATION EASEMENT**

June THIS DEED OF CONSERVATION EASEMENT is given this 1<sup>st</sup> day of June 2005, by PORT RICHEY VILLAGE INVESTMENTS, LLC % LINCOLN PARK DEVELOPERS, INC., having an office 1682 W. Hibiscus Blvd., Melbourne, Florida 32901 ("Grantor") to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in St. Lucie County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct WATERSTONE ("Project") at a site in St. Lucie County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 56-01830-P ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000) over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created

pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

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, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in St. Lucie County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

1<sup>st</sup> IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this June day of June, 2005.

Signed, sealed and delivered in our presence as witnesses:

PORT RICHEY VILLAGE INVESTMENTS, LLC  
% LINCOLN PARK DEVELOPERS, INC.

Stacy Hale  
Print Name: **Stacy Hale**

[Signature]  
Print Name: Hugh M. Evans, Jr.  
Title: Member

Bonnie L. Kennedy  
Print Name: **BONNIE L. KENNEDY**

STATE OF FLORIDA

) ss:

COUNTY OF BREVARD

On this 1<sup>st</sup> day of June, 2005 before me, the undersigned notary public, personally appeared Hugh M. Evans, Jr., as a Member of PORT RICHEY VILLAGE INVESTMENTS, LLC % LINCOLN PARK DEVELOPER S, INC., personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, and acknowledged that he executed the same on behalf of the company and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stacy Hale  
NOTARY PUBLIC, STATE OF FLORIDA

**Stacy Hale**

Print Name:

My Commission Expires: June 11, 2006

STACY HALE  
Notary Public, State of Florida  
My comm. exp. June 11, 2006  
Comm. No. DD 124556

South Florida Water Management District  
Legal Form Approved  
Date: July, 2001



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 (954) 974-2200

2803 MAITLAND CENTER PARKWAY  
 SUITE C  
 MAITLAND, FLORIDA, 32751  
 (407) 660-2120

**LEGAL DESCRIPTION: CONSERVATION EASEMENT No. 1**

A portion of the Southwest quarter (SW 1/4) of Section 11, Township 34 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 11; Thence North 89°51'06" East along the North line of said Southwest quarter (SW 1/4), for 95.00 feet; Thence South 00°07'56" East, along the East right-of-way line for Emerson Avenue (State Road 607), for 75.00 feet; Thence North 89°52'04" East, for 168.61 feet; Thence South 00°07'56" East, for 29.91 feet to the POINT OF BEGINNING; Thence South 87°12'09" East, for 151.29 feet; Thence South 60°49'16" East, for 147.61 feet; Thence South 08°40'22" East, for 51.35 feet; Thence South 40°00'19" West, for 112.77 feet to a point of curvature with a curve concave to the Northwest, said curve having a radius of 600.00 feet and a central angle of 07°57'33"; Thence Southwesterly along said curve, for 83.35 feet to a point of tangency; Thence South 47°57'52" West, for 20.83 feet; Thence South 85°21'07" West, for 91.23 feet; Thence North 90°00'00" West, for 86.92 feet; Thence North 45°00'00" West, for 87.95 feet; Thence North 00°00'00" East, for 137.45 feet; Thence North 45°00'00" East, for 138.75 feet to the POINT OF BEGINNING.

Said lands also being a portion of Parcel W-1, proposed Plat of EMERSON ESTATES.

Said lands lying and situate in St. Lucie County, Florida.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

(SKETCH AND LEGAL ONLY – NOT A SURVEY)

**NOTES:**

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CCL CONSULTANTS, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. BEARINGS ARE BASED ON AN ASSUMED MERIDAN, THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 34 SOUTH, RANGE 39 EAST HAVING A BEARING OF NORTH 00°07'56" WEST.
5. CCL CONSULTANTS, INC.'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

**CERTIFICATION**  
 I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code.  
 For The Firm:  
 CCL Consultants Inc.

**JAMES A. HAMILTON, III**  
 Professional Surveyor and Mapper No. 3406, State of Florida

REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
			10/23/03	JAH	BF	N/A

SHEET 1 OF 2 K:\4255\LEGALS\CONS\_ESMT1.DWG  
 SKETCH NO. 4255

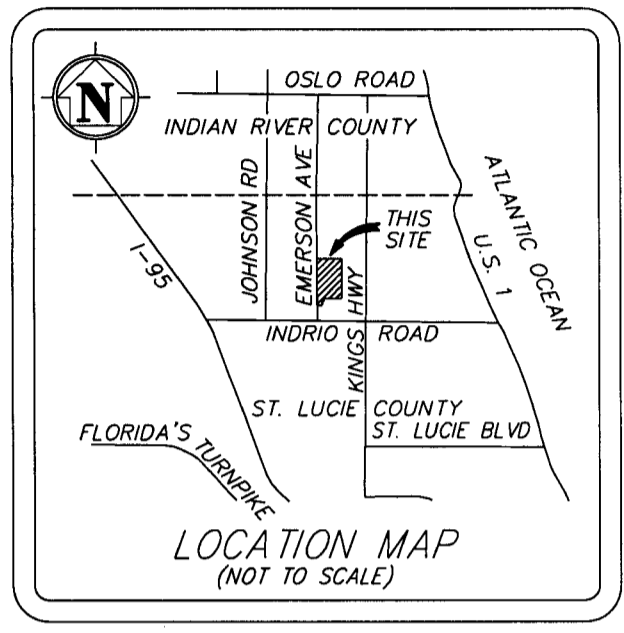


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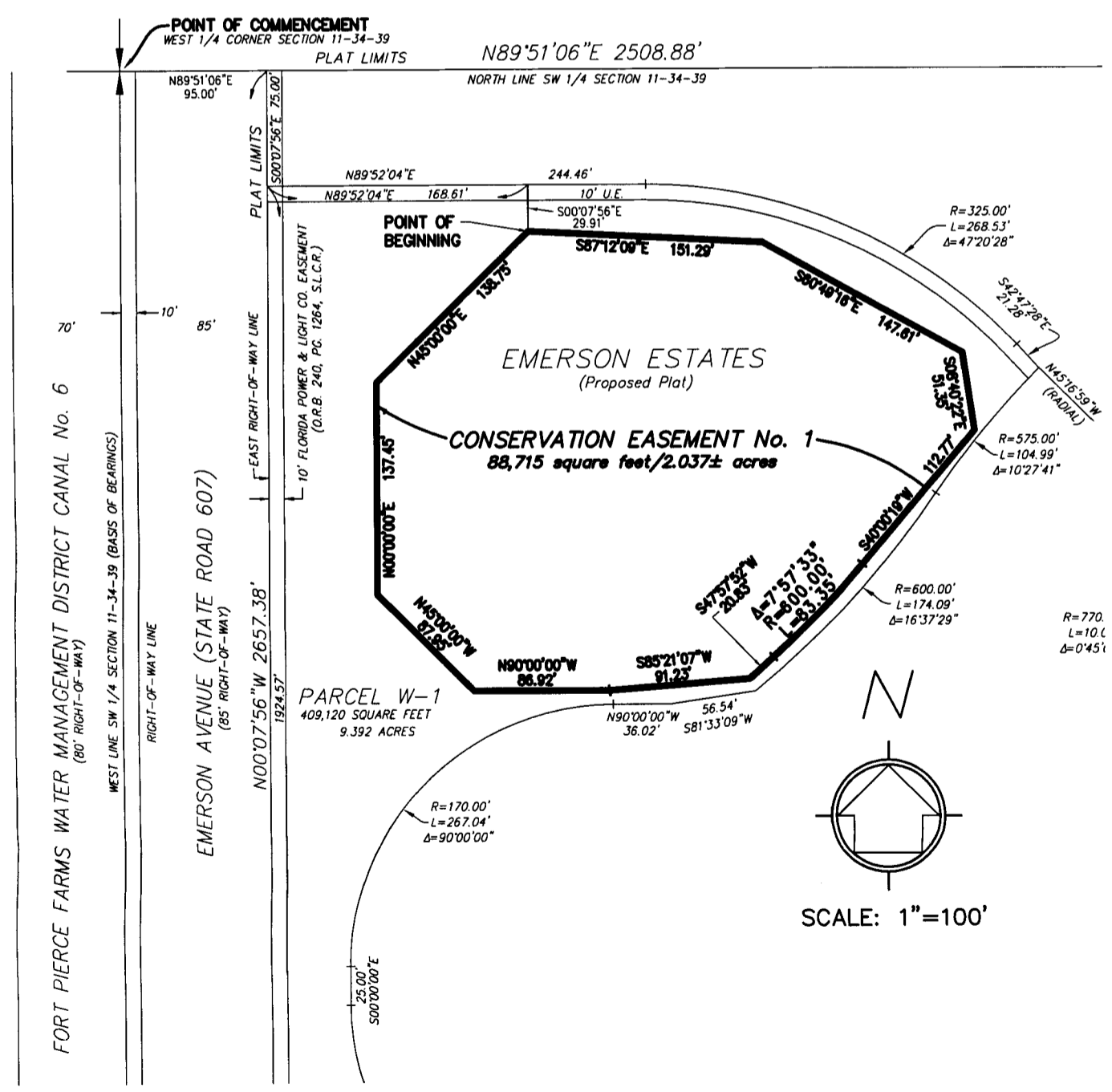
2200 PARK CENTRAL BLVD. N.  
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 (954) 974-2200

2803 MAITLAND CENTER PARKWAY  
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- LEGEND:**  
 R= RADIUS  
 L= ARC DISTANCE  
 Δ= CENTRAL ANGLE  
 O.R.B.=OFFICIAL RECORDS BOOK  
 PG. = PAGE  
 S.L.C.R. = ST. LUCIE COUNTY RECORDS  
 U.E. = UTILITY EASEMENT



NOT PLATTED



SHEET 2 OF 2 K:\4255\LEGALS\CONS\_ESMT1.DWG

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SKETCH NO.

(SKETCH AND LEGAL ONLY - NOT A SURVEY)

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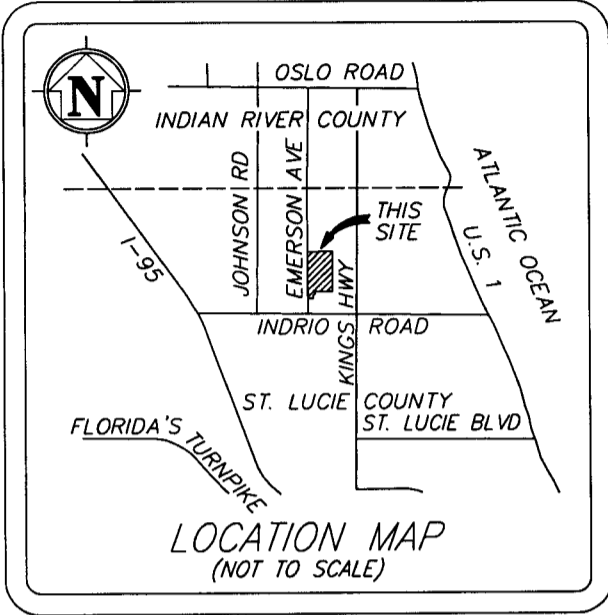
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**LEGAL DESCRIPTION: CONSERVATION EASEMENT No. 2**

A portion of the Southwest quarter (SW 1/4) of Section 11, Township 34 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 11; Thence North 89°51'06" East along the North line of said Southwest quarter (SW 1/4), for 95.00 feet; Thence South 00°07'56" East, along the East right-of-way line for Emerson Avenue (State Road 607), for 1309.84 feet; Thence North 89°51'06" East, for 877.35 feet to the POINT OF BEGINNING; Thence North 30°23'13" East, for 139.53 feet; Thence North 79°22'46" East, for 55.89 feet; Thence South 76°43'42" East, for 90.85 feet; Thence South 58°28'49" East, for 111.44 feet; Thence South 00°04'14" West, for 48.86 feet; Thence South 12°53'04" West, for 149.09 feet; Thence South 46°37'37" West, for 89.03 feet; Thence North 89°45'25" West, for 127.23 feet; Thence North 53°18'19" West, for 133.77 feet; Thence North 10°49'31" East, for 125.56 feet to the POINT OF BEGINNING.

Said lands also being a portion of Parcel W-1, proposed Plat of EMERSON ESTATES.

Said lands lying and situate in St. Lucie County, Florida.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

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- BEARINGS ARE BASED ON AN ASSUMED MERIDAN, THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 34 SOUTH, RANGE 39 EAST, SAID WEST LINE HAVING A BEARING OF NORTH 00°07'56" WEST.
- CCL CONSULTANTS, INC.'S CERTIFICATE OF AUTHORIZATION No. 5610, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

**CERTIFICATION**

I HEREBY CERTIFY that the attached sketch and Description is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code.

For The Firm:  
 CCL Consultants Inc.

**JAMES A. HAMILTON, III**  
 Professional Surveyor and Mapper No. 3406, State of Florida

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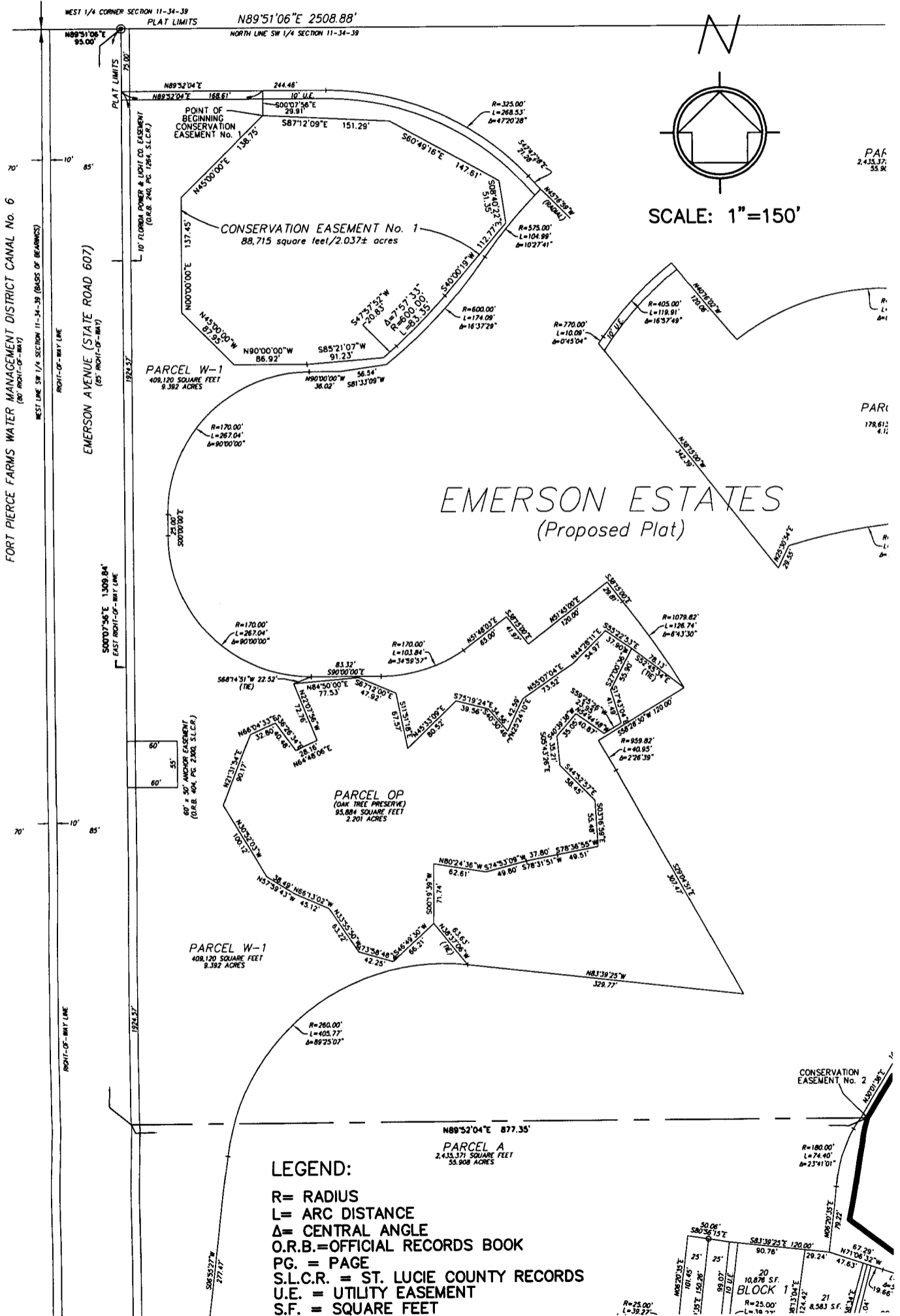


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NOT PLATTED



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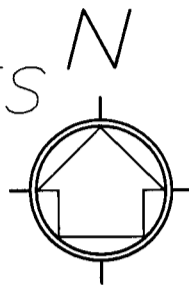
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**LEGEND:**

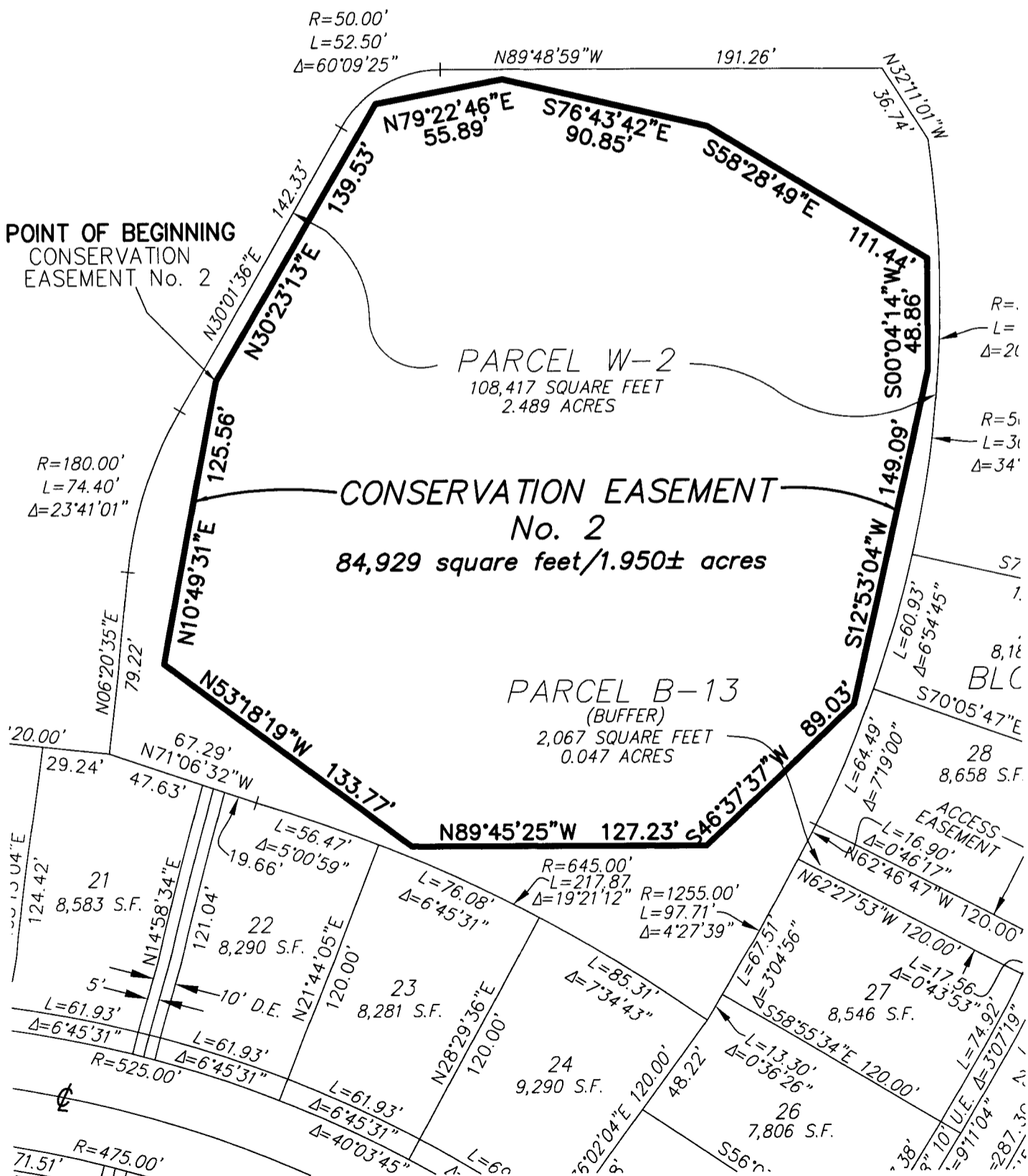
- R= RADIUS
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- S.F. = SQUARE FEET

**EMERSON ESTATES**  
 (Proposed Plat)

**PARCEL A**  
 2,435,371 SQUARE FEET  
 55.908 ACRES



SCALE: 1"=60'



(SKETCH AND LEGAL ONLY - NOT A SURVEY)

**REVISIONS**

DATE BY

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DATE: 10/23/03 DRAWN BY: JAH CHECKED BY: BF FIELD BOOK: N/A

SHEET 3 OF 3 K:\4255\LEGALS\CONS\_ESMT2.DWG

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SKETCH NO.

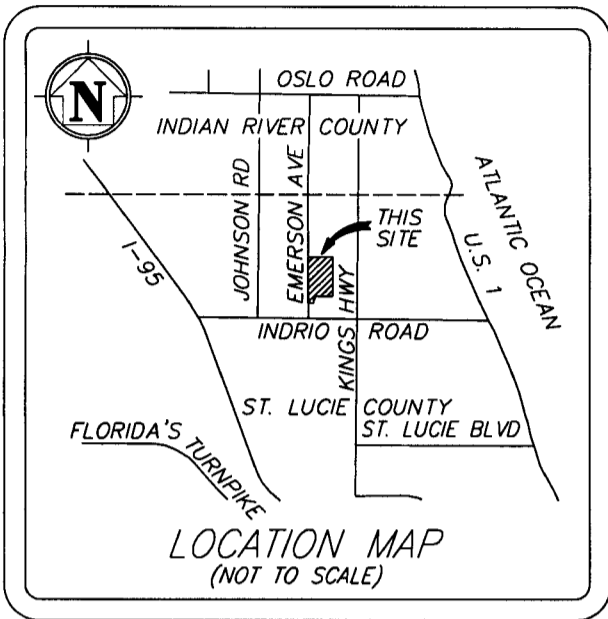


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**LEGAL DESCRIPTION: CONSERVATION EASEMENT No. 3**

A portion of the Southwest quarter (SW 1/4) of Section 11, Township 34 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 11; Thence North 89°51'06" East, along the North line of said Southwest quarter (SW 1/4), for 1622.90 feet; Thence South 00°08'54" East, for 660.76 feet to the POINT OF BEGINNING; Thence South 72°02'03" East, for 137.40 feet; Thence South 50°29'33" East, for 84.41 feet; Thence South 13°23'06" West, for 51.33 feet; Thence South 07°37'57" West, for 62.85 feet; Thence South 36°24'29" West, for 7.24 feet; Thence South 17°22'21" East, for 103.17 feet; Thence South 57°42'20" West, for 99.50 feet; Thence South 81°29'26" West, for 153.53 feet; Thence North 10°44'23" West, for 132.86 feet; Thence North 06°52'18" East, for 74.31 feet to a point at the beginning of a curve concave to the West, said curve having a radius of 229.00 feet and a central angle of 25°06'40"; Thence Northerly along said curve for 100.36 feet; Thence North 34°59'44" East, along a non-tangent line, for 103.88 feet to the POINT OF BEGINNING.

Said lands also being a portion of Parcel W-3, proposed Plat of EMERSON ESTATES.

Said lands lying and situate in St. Lucie County, Florida.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

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**CERTIFICATION**

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For the Firm:  
CCL Consultants, Inc.

**JAMES A. HAMILTON, III**

Professional Surveyor and Mapper No. 3406, State of Florida

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SHEET 1 OF 3 K:\4255\LEGALS\CONS\_ESMT3.DWG

SKETCH NO. 4255



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FORT PIERCE FARMS WATER MANAGEMENT DISTRICT CANAL No. 6  
 (80' RIGHT-OF-WAY)

WEST LINE SW 1/4 SECTION 11-34-39 (BASIS OF BEARINGS)

EMERSON AVENUE (STATE ROAD 607)  
 (85' RIGHT-OF-WAY)

N00°07'56"W 2657.38'

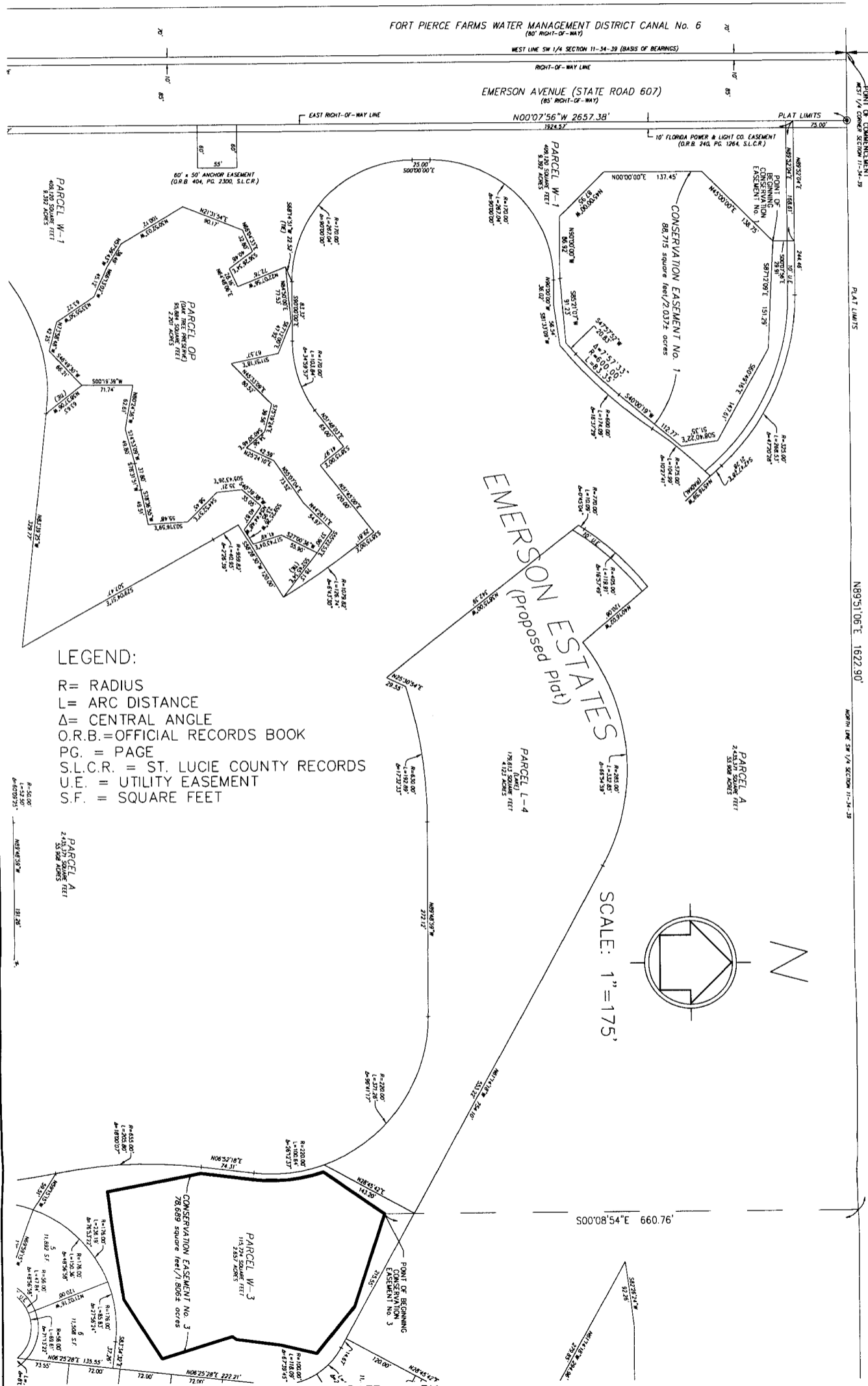
PLAT LIMITS

POINT OF COMMENCEMENT  
 WEST 1/4 CORNER SECTION 11-34-39

NOT PLATTED

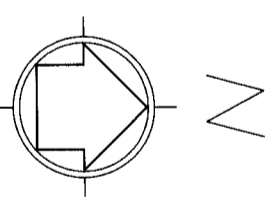
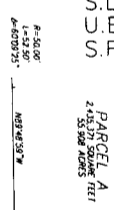
N89°51'08"E 1622.90'

NORTH LINE SW 1/4 SECTION 11-34-39



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SCALE: 1"=175'

REVISIONS

DATE BY

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