

DRAFT//

05/25/90

PERMIT NO.

451730689

Form 28

NOV 20 1991

CONSERVATION EASEMENT

BK0641PG1038
OFFICIAL RECORDS

UC 19.50
DS

STATE OF FLORIDA
COUNTY OF NASSAU

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Regulation permit number 451730689 to Ocean Highway & Port Authority on 11/9/90, 1990, Ocean Highway & Port Authority (Grantor) has granted to the State of Florida Department of Environmental Regulation, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Nassau County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Regulation Permit No. 451730689, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

- BK064 / 251039
OFFICIAL RECORDS
6. Activities detrimental to drainage, flood conservation, erosion control, soil conservation, fish and wildlife habitat preservation;
 7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
 8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

LEON COUNTY
105163
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NOV 20 '81
\$00.60

PERMIT NO. 451730689

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 26 day of June, 1991, ~~XXXX~~.

BK0641PG1040
OFFICIAL RECORDS

Signed, sealed, and delivered in our presence of

Nick Deonas
WITNESS

Arthur I. Jacobs
WITNESS

Nick Deonas
GRANTOR Chairman, Ocean Highway & Port Authority

GRANTOR

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6/26/91 (date), by Nick Deonas, Chairman (name of officer of agent), of Ocean Highway & Port Authority (name of Corporation), a Florida (State or place of incorporation) corporation, on behalf of the corporation.



Chonda J. Muffett
Notary Public
State of Florida

My Commission
Expires: NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires April 5, 1992

Prepared by:

ARTHUR I. JACOBS, P.A.

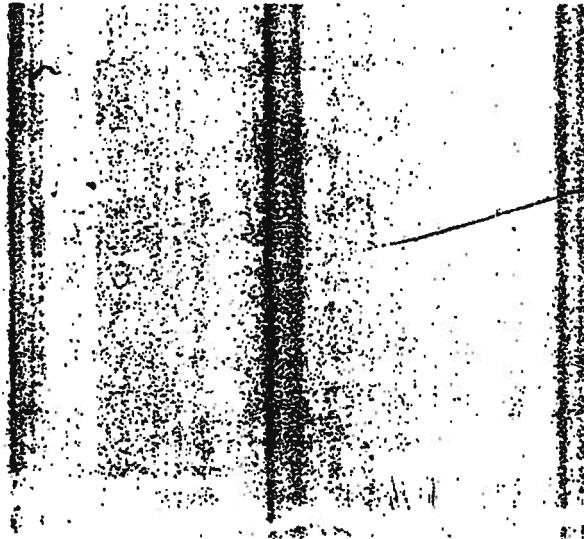
(Name)

F.O. Drawer I

(Address)

Fernandina Beach, Florida 32034

PERMIT NO. 451730689



TELEPHONE 261-5976

EXHIBIT A

P. O. BOX 782

VERNON N. DRAKE & ASSOCIATES

100 SOUTH 10TH STREET
FERNANDINA BEACH, FLORIDA 32034

REGISTERED
LAND SURVEYORS

February 5th, 1991

BK 064 | PG 104 |

OFFICIAL RECORDS

**DESCRIPTION FOR NASSAU COUNTY OCEAN, HIGHWAY AND
PORT AUTHORITY**

CONSERVATION EASEMENT

**A PORTION OF MARSHLANDS LYING IN A PORTION OF BLOCKS 56, 59,
60 AND A PORTION OF THIRD, FOURTH, FIFTH, SIXTH AND FRANKLIN
STREET RIGHT-OF-WAYS, CITY OF FERNANDINA BEACH, NASSAU COUNTY,
FLORIDA,**

As shown on the Official Plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company, in 1887 and 1901).

Being more particularly described as follows: Begin at an iron pin with cap No. PLS 1558 set where the centerline of Franklin Street aforesaid intersects with the centerline of Sixth Street aforesaid; and run South 7°-28'-42" West along the centerline of said Sixth Street, a distance of 430.0' feet to an iron pin with cap No. PLS 1558 set on the Northerly right-of-way line of Escambia Street; run thence North 82°-31'-18" West along said Northerly right-of-way, a distance of 205.0' feet more or less to a point on the division line of the uplands and marshlands, said point being designated as Point "X" in this description; Return to the Point of Beginning and run North 82°-31'-18" West along the centerline of Franklin Street aforesaid, a distance of 805.0' feet to an iron pin with cap No. PLS 1558 set where said centerline intersects with the centerline of Third Street aforesaid; run thence South 7°-28'-42" West along the centerline of said Third Street, a distance of 18.39' feet; run thence South 67°-31'-18" East a distance of 349.0' feet more or less to the division line of the uplands and marshlands aforementioned; run thence in a Southeasterly direction along said division line, a distance of 480.0' feet more or less to Point "X" aforementioned for the Closing Point. (All Streets mentioned have a right-of-way of 60.0' feet).

The portion of land thus described contains 4.11 acres, more or less.

9116471

Prepared by

Vernon N. Drake
Vernon N. Drake,
P. L. S. No. 1558

91 NOV 20 PM 3:37

[Signature]
CLERK OF COUNTY
NASSAU COUNTY, FLORIDA
RECORDED
MET. REC. BKG.
JUN 27 1991

NOV 20 1991

CONSERVATION EASEMENT

BK0641PG1042
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

see 33.00
25

THIS COVENANT made this 5 day of November, 1991 between GLADYS SCOTT, a single woman, hereinafter referred to as "GRANTOR", and GRANTEES, the OCEAN HIGHWAY AND PORT AUTHORITY, Nassau County, hereinafter referred to as "PORT AUTHORITY" and THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, hereinafter referred to as "DEPARTMENT" (collectively, the PORT AUTHORITY AND THE DEPARTMENT WILL BE REFERRED TO AS "GRANTEES").

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the sum of TEN AND NO/100 DOLLARS, to GRANTOR in hand paid by the said PORT AUTHORITY, receipt whereof is hereby acknowledged, has granted to the PORT AUTHORITY and THE DEPARTMENT, located at 2600 Blair Stone Road, Tallahassee, Florida, and their assigns forever a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over that described land situate, lying and being in the county of Nassau County, Florida to-wit:

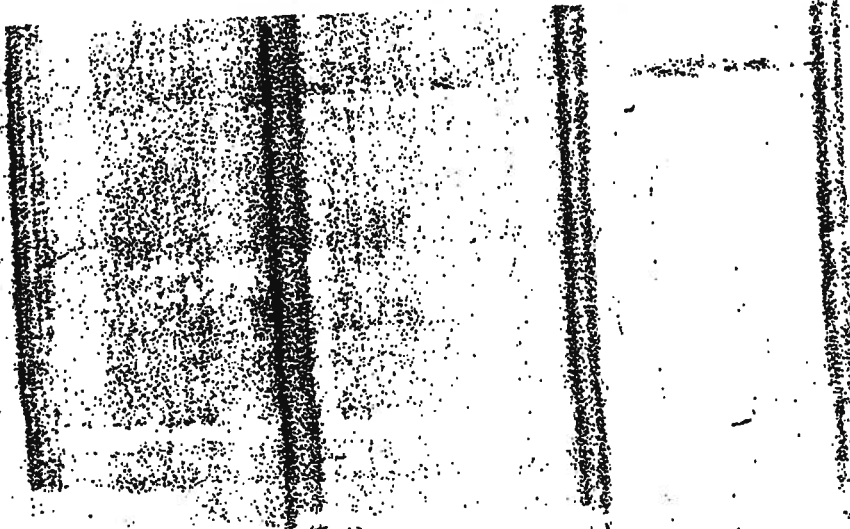
A tract of land lying in Section 39, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as attached in Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantees shall include any successor or assignee of the Grantees.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Regulation Permit No. 451730689, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;



NASSAU COUNTY
105164
STATE OF FLORIDA
DOCUMENTARY
DEPT. OF REVENUE
STAMP TAX
\$00.60
(2)

2. Dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

BR0641 PG1043
OFFICIAL RECORDS

It is understood that the granting of this Conservation Easement entitles the Grantees or their authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantee, PORT AUTHORITY, on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and the Grantee, PORT AUTHORITY, does hereby indemnify and hold harmless the Grantee, DEPARTMENT, from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and her successors and assigns, and shall inure to the benefit of the Grantees and their successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantees by injunctive relief and other appropriate available remedies. In any enforcement action in which a Grantee or the Grantees prevail, the prevailing Grantee or Grantees shall be entitled to recover reasonable

attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

BR0641 PG1044
OFFICIAL RECORDS

Any forbearance on behalf of the Grantees or Grantee DEPARTMENT to exercise their rights in the event of the failure of Grantor or Grantee PORT AUTHORITY, to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantees' rights hereunder in the event of any subsequent failure of the Grantor or Grantee, PORT AUTHORITY, to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 5 day of November, 1991.

Signed, sealed and delivered in our presence

of: Michael J. Bravara
WITNESS

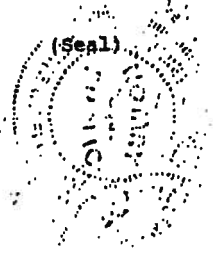
Gladys T. Scott
MRS. GLADYS SCOTT

Janet E. Calhoun
WITNESS

ACKNOWLEDGMENT

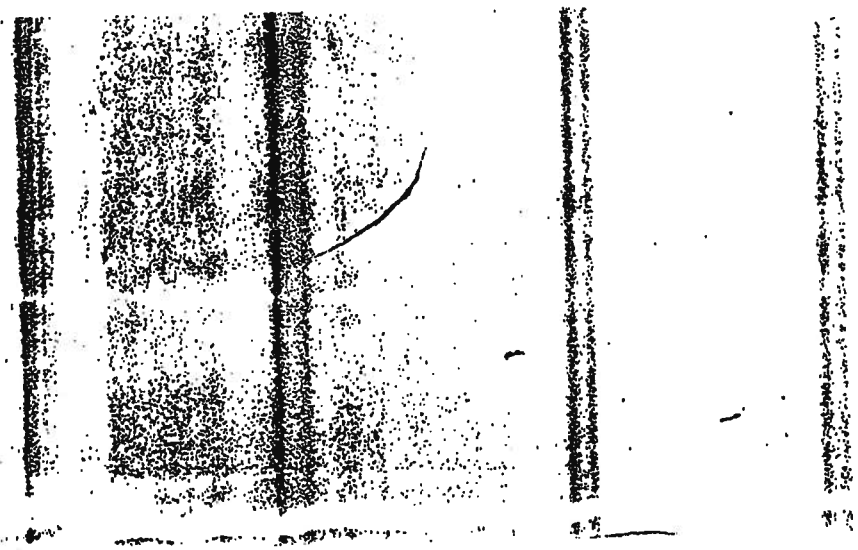
I hereby certify that on this day before me an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared GLADYS SCOTT to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 5 day of November, 1991.



Janet E. Calhoun
Notary Public
State of Florida

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 21, 1994



IN WITNESS WHEREOF, Grantee PORT AUTHORITY and Grantee DEPARTMENT, has caused this instrument to be executed under seal by their duly authorized officers as of the day and year first above written.

BK0641PG1045

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY OFFICIAL RECORDS

Signed, sealed and delivered in our presence of:

Nick D. Deonas
WITNESS

Tom Williams
WITNESS

Nick D. Deonas
Nick D. Deonas, Chairman

ATTEST: Tom Williams
Tom Williams,
its; Secretary

Signed, sealed and delivered in our presence of:

Lorraine Dona
WITNESS

Margaret A. Eggert
WITNESS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION

By: William H. Cogh

Title: Assistant General Counsel

ACKNOWLEDGMENTS

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared NICK D. DEONAS AND TOM WILLIAMS duly elected Commissioners of the Ocean Highway and Port Authority, Nassau County, Florida and to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 5 day of November, 1991.

(Seal)



Tera L. Doser
Notary Public
State of Florida

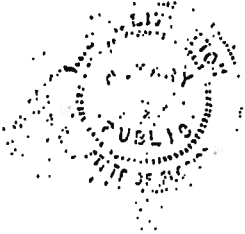
My Commission Expires: Aug 26, 1993
Notary Public, State of Florida
My Commission Expires Aug 26, 1993
Printed This Day From Insurance Co.

ACKNOWLEDGMENTS - Continued

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared William P. 1064 PG 1046 Cavalero and to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 7th day of November, 1991.

(Seal)



Wm. P. Cavalero
Notary Public
State of Florida

Notary Public, State of Florida
My Commission My Commission Expires May 27, 1994
Expires: _____

Prepared by:

Arthur I. Jacobs, P.A.
P.O. Drawer I
Fernandina Beach, Florida 32034

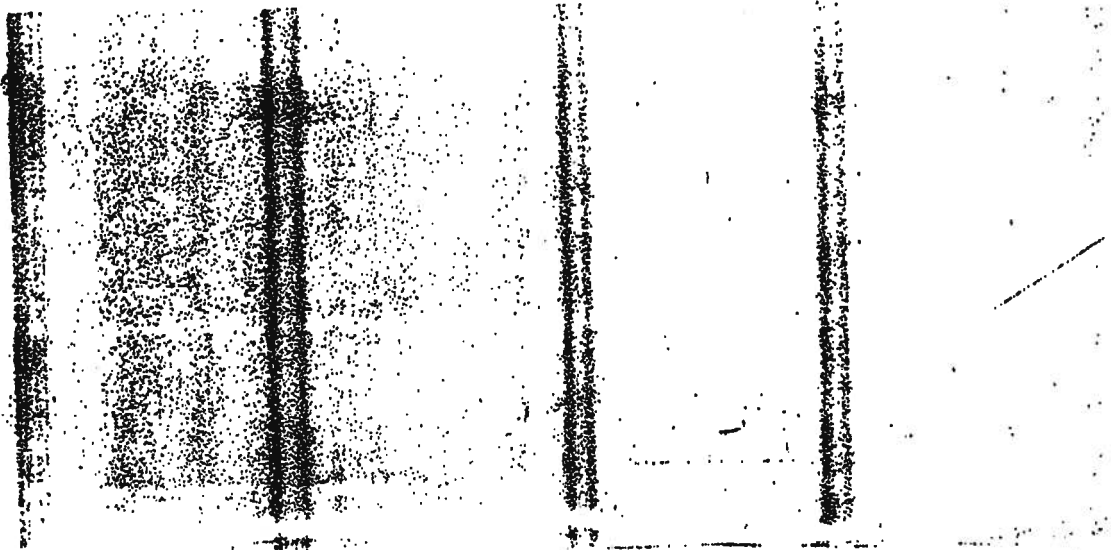
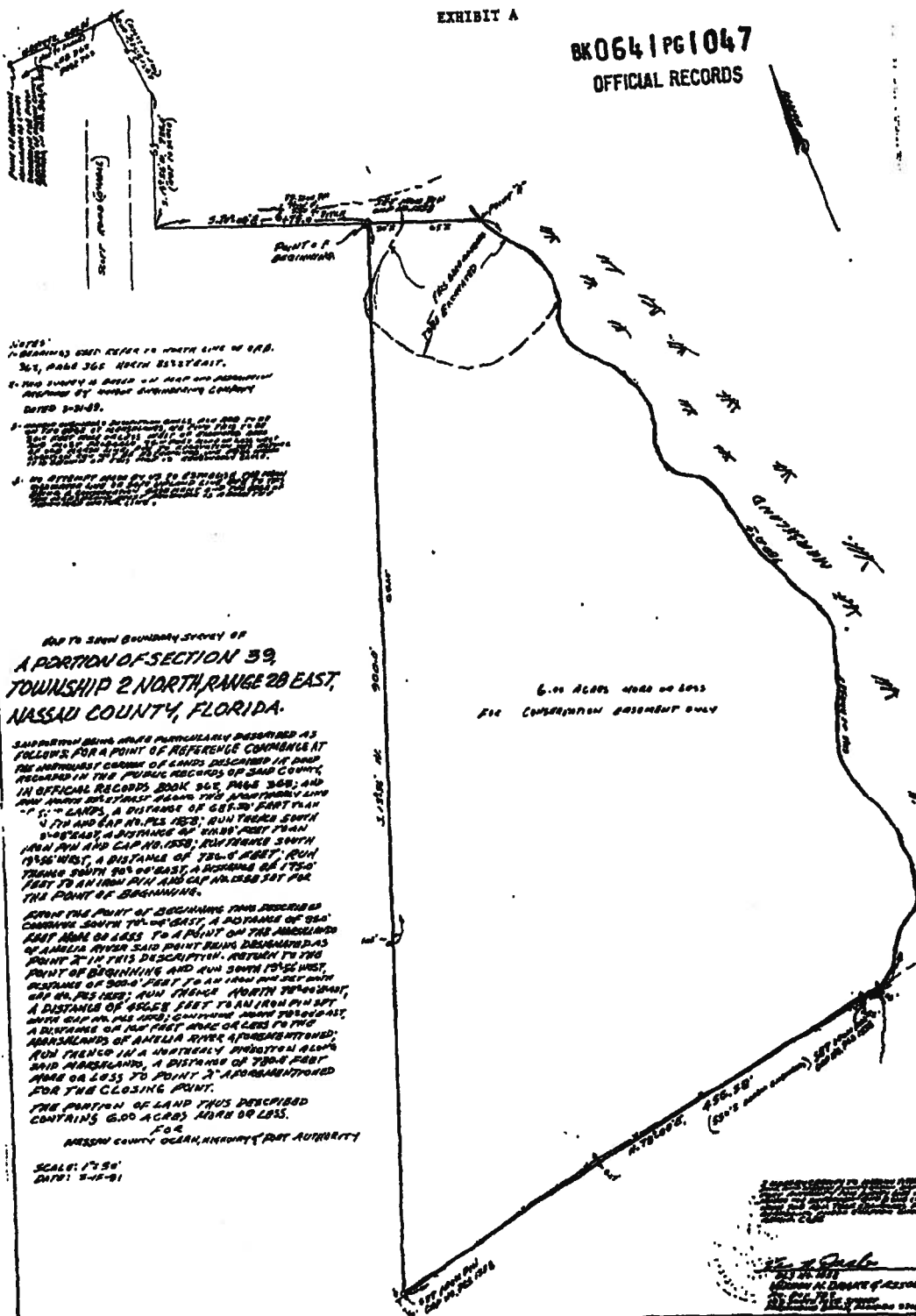


EXHIBIT A

BK 064 | PG 1047
OFFICIAL RECORDS



- NOTES:
1. BEGINNING POINT BEING IN NORTH LINE OF S.B. 36, PAGE 366 NORTH EAST EAST.
 2. THIS SURVEY IS BASED ON MAP AND PLAT WHICH WERE BY ORDER OF NASSAU COUNTY DATED 3-21-89.
 3. THESE RECORDS CONTAIN ONLY THE PART OF THE SURVEY WHICH IS BEING RECORDED IN THIS OFFICIAL RECORDS BOOK. THE PART OF THE SURVEY WHICH IS NOT BEING RECORDED IN THIS OFFICIAL RECORDS BOOK IS NOT BEING RECORDED IN THIS OFFICIAL RECORDS BOOK.
 4. NO ATTEMPT WAS MADE TO ESTABLISH OR RE-ESTABLISH THE POSITION OF THE POINT OF BEGINNING OR TO ESTABLISH THE POSITION OF THE POINT OF BEGINNING OR TO ESTABLISH THE POSITION OF THE POINT OF BEGINNING.

ADD TO SURVEY BOUNDARY SURVEY OF
**A PORTION OF SECTION 39,
 TOWNSHIP 2 NORTH, RANGE 28 EAST,
 NASSAU COUNTY, FLORIDA.**

SAYING THAT SAID LANDS HERETOFORE DESCRIBED AS FOLLOWS FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN OFFICIAL RECORDS BOOK 366, PAGE 366; AND THE NORTH BOUNDARY BEING THE PROPORTIONATE LINE 1/4 SECTION, A DISTANCE OF 687.30 FEET FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 0° 00' 00" EAST, A DISTANCE OF 1750.00 FEET TO AN IRON PIN AND CAP AND CROSS SET FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS BOUNDARY COMMENCE SOUTH TO THE EAST, A DISTANCE OF 300 FEET MORE OR LESS TO A POINT ON THE BOUNDARY OF ANELLA RIVER SAID POINT BEING DESCRIBED AS POINT A IN THIS DESCRIPTION. RETURN TO THE POINT OF BEGINNING AND RUN SOUTH TO THE WEST, A DISTANCE OF 300 FEET TO AN IRON PIN AND CAP AND CROSS SET FOR THE POINT OF BEGINNING; RUN THENCE NORTH TO THE EAST, A DISTANCE OF 300 FEET TO AN IRON PIN AND CAP AND CROSS SET FOR THE POINT OF BEGINNING; CONTINUE SOUTH TO THE EAST, A DISTANCE OF 100 FEET MORE OR LESS TO THE BOUNDARY OF ANELLA RIVER & FOREWATER; RUN THENCE IN A NORTHEASTLY DIRECTION ALONG SAID BOUNDARY, A DISTANCE OF 730.8 FEET MORE OR LESS TO POINT A AS MENTIONED FOR THE CLOSING POINT.

THE PORTION OF LAND THIS DESCRIBED CONTAINS 6.00 ACRES MORE OR LESS.

FOR NASSAU COUNTY CLERK, HONORARY DEPT. AUTHORITY

SCALE: 1" = 50'
 DATE: 11-15-91

RECORDED IN OFFICIAL RECORDS BOOK 064, PAGE 1047
 NASSAU COUNTY CLERK
 HONORARY DEPT. AUTHORITY
 DATE: 11-15-91

**A PORTION OF SECTION 39,
TOWNSHIP 2 NORTH, RANGE 28 EAST,
NASSAU COUNTY, FLORIDA.**

BK 0641 P 1048
OFFICIAL RECORDS

900.0'
3,182.56' W.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, IN OFFICIAL RECORDS BOOK 362, PAGE 305; AND RUN NORTH 85° 27' EAST ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 685.30' FEET TO AN IRON PIN AND CAP NO. PLS 1558; RUN THENCE SOUTH 4° 18' 08" EAST, A DISTANCE OF 211.89' FEET TO AN IRON PIN AND CAP NO. 1558; RUN THENCE SOUTH 19° 56' WEST, A DISTANCE OF 736.0' FEET; RUN THENCE SOUTH 70° 04' EAST, A DISTANCE OF 95.0' FEET TO AN IRON PIN AND CAP NO. 1558 SET FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 70° 04' EAST, A DISTANCE OF 95.0' FEET MORE OR LESS TO A POINT ON THE MARSHLANDS OF AMELIA RIVER SAID POINT BEING DESIGNATED AS POINT "X" IN THIS DESCRIPTION. RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 19° 56' WEST, DISTANCE OF 900.0' FEET TO AN IRON PIN SET WITH CAP NO. PLS 1558; RUN THENCE NORTH 78° 00' EAST, A DISTANCE OF 456.8' FEET TO AN IRON PIN SET WITH CAP NO. PLS 1558; CONTINUE NORTH 78° 00' EAST, A DISTANCE OF 10.0' FEET MORE OR LESS TO THE MARSHLANDS OF AMELIA RIVER AFORESAID; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID MARSHLANDS, A DISTANCE OF 700.0' FEET MORE OR LESS TO POINT "X" AFORESAID FOR THE CLOSING POINT.

THE PORTION OF LAND THUS DESCRIBED CONTAINS 6.00 ACRES MORE OR LESS.

FOR
NASSAU COUNTY OCEAN, HIGHWAY & PORT AUTHORITY

SCALE: 1" = 50'
DATE: 3-15-91

9116472

FILED & RECORDED IN THE
RECORDS OF NASSAU COUNTY
FLORIDA

91 NOV 20 PM 3:38

CLERK OF COURT
NASSAU COUNTY, FLORIDA

SET IRON
CAP NO. PLS