

Rec. # 78.00
Rec. 01/10/08
7870

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 30TH day of MAY, 2008
by D. F. MILLER PARTNERSHIP, LLP, a Florida limited liability partnership ("Miller"), having an
address at 1610 South 8th Street, Fernandina Beach, FL 32034, and RICHMOND AMERICAN
HOMES OF FLORIDA, LP, a Colorado limited partnership ("Richmond"), having an address of
330 Crossing Boulevard, Suite 200, Orange Park, Florida 32073, (Richmond and Miller are
collectively referred to as "Grantors"), 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, Florida 32177-2529 ("Grantee").

WITNESSETH:

WHEREAS, MILLER is the owner in fee simple certain real property in Nassau County,
Florida, described as the vegetative natural buffer as shown on the plat on Lots 32, 33, 38, 39, 40, 41,
42, 43, 44, 45, 48, 49, 50, 54 and 55 of the Marshes At Lanceford, Plat Book 7, pages 141-144 of
the public records of Nassau County, Florida, a portion of the property described in Exhibit "A"
attached hereto and incorporated by this reference; ("Miller Property") and

WHEREAS, RICHMOND is the owner in fee simple of certain real property in Nassau
County, Florida, described as the vegetative natural buffer shown on the plat on Lots 30, 31, 34, 35,
36, 37, 46, 52, and 53 of the Marshes At Lanceford, Plat Book 7, pages 141-144 of the public records
of Nassau County, Florida, a portion of the property described in Exhibit "A" attached hereto and
incorporated by this reference ("Richmond Property"); and

WHEREAS, the Miller Property and the Richmond Property are within the property

described in Exhibit "A" and are collectively referred herein as the "Property ;" and

WHEREAS, Grantors grant this conservation easement as a condition of permit #40-089-95696-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantors desire 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, Richmond hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Richmond Property of the nature and character and to the extent hereinafter set forth (the "Richmond Conservation Easement") and warrants title to the Richmond Property, against the lawful claims of all persons whomsoever claiming through Richmond.

Pursuant to the provisions of section 704.06, Florida Statutes, Miller hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Miller Property of the nature and character and to the extent hereinafter set forth (the "Miller Conservation Easement") and warrants title to the Miller Property, against the lawful claims of all persons whomsoever claiming through Miller.

The Richmond Conservation Easement and the Miller Conservation Easement shall be collectively referred to as the "Conservation Easement."

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 environment 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. Grantees reserve unto Richmond, and its successors and assigns, all the rights accruing from its ownership of the Richmond Property, including the right to engage in, or permit, or invite others to engage in all uses of the Richmond Property that are not expressly prohibited herein and which are not inconsistent with the purpose of this Conservation Easement. Grantees reserve unto Miller, and its successor and assigns, all rights accruing from its ownership of the Miller Property, including the right to engage in or permit or invite others to engage in all uses of the Miller Property that are not expressly promised herein and which are not inconsistent with the

purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantors convey the following rights to Grantee as the same may apply to each Grantor's respective Property;

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantors or their 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 Grantors breach any terms 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 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 Grantors shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Richmond will assume all liability for any injury or damage to the person or property of third parties which may occur on the Richmond Property arising from Richmond's ownership of the Richmond Property. Miller will assume all liability for any injury or damage to the person or property of third parties which may occur on the Miller Property arising from Miller's ownership of the Miller Property. Neither Grantors, nor any person or entity claiming

by or through Grantors, shall hold Grantee liable for damage or injury to person or personal property which may occur on the Property, unless (i) caused by the intentional acts or inaction of Grantee or its agents or (ii) arising from the gross negligence of Grantee.

7. Acts Beyond Grantors' Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural causes beyond Grantors' control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantors under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes, or from Grantors authorized use of the Property.

8. Recordation. Grantors shall record this Conservation Easement in a timely fashion in the Official Records of Nassau County, Florida. Richmond and Miller shall split all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantors 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 Richmond Property and the Miller Property respectively.

IN WITNESS WHEREOF, Grantors have executed this Conversation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Signature: Shanna D. McKaskle
Printed Name: Shanna D. McKaskle

Signature: Juan M. Carmel
Printed Name: Juan M. Carmel

GRANTOR:

D. F. MILLER PARTNERSHIP, LLP, a Florida limited liability partnership

By: AMELIA SERVICE CENTER, INC. a Florida corporation, Partner

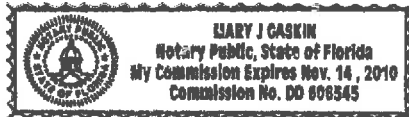
David F. Miller Sr
David F. Miller, Sr., President

By: D. F. MILLER INVESTMENTS, INC. a Florida corporation, Partner

David F. Miller Jr
David F. Miller, Jr., President

STATE OF FLORIDA
COUNTY OF NASSAU

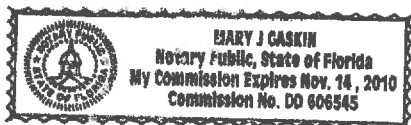
The foregoing instrument was acknowledged before me on this 8 day of May, 2008, by David F. Miller, Sr., President of Amelia Service Center, Inc, which is a partner of D. F. Miller Partnership, LLP, and who is personally known to me or who produced _____ as identification.



Mary J. Gaskin
Notary Public MARY J. GASKIN
State of Florida at Large
My Commission Expires: NOV 14, 2010

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 8 day of May, 2008, by David F. Miller, Jr., President of D. F. Miller Investments, Inc., which is a partner of D. F. Miller Partnership, LLP, and who is personally known to me or who produced _____ as identification.



Mary J. Gaskin
Notary Public MARY J. GASKIN

Signed, sealed and delivered
in our presence as witnesses:

Signature: Lori Feye

Printed Name: LORI FEYE

Signature: Cynthia Lima

Printed Name: CYNTHIA LIMA

GRANTOR:

RICHMOND AMERICAN HOMES OF
FLORIDA, LP, a Colorado limited partnership
By: RAH of Florida, Inc.
a Colorado corporation
Its general partner

By: [Signature]
Michael Lilly, President of Jacksonville
Division of the General Partner

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me on this 9TH day of MAY, 2008, by Michael Lilly, the Jacksonville Division President of RAH of Florida, Inc., a Colorado corporation, the General Partner of Richmond American Homes of Florida, LP, and who is personally known to me or who produced _____ as identification.

Cynthia S. Lima
Notary Public
State of FLORIDA
My Commission Expires: 3-17-2011



EXHIBIT "A"

LEGAL DESCRIPTION

RICHMOND PROPERTY

MILLER PROPERTY

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



**LEGAL DESCRIPTION
MARSHES AT LANCEFORD
CONSERVATION EASEMENT
APRIL 9, 2008**

A PORTION OF THAT CERTAIN VEGETATIVE NATURAL BUFFER SHOWN ON THE PLAT OF "MARSHES AT LANCEFORD", RECORDED IN PLAT BOOK 7, PAGES 141 THROUGH 144, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET IN WIDTH LYING WESTERLY OF, PARALLEL WITH AND ADJACENT TO THE JURISDICTIONAL WETLAND LINE LOCATED BY A & J LAND SURVEYORS, OCTOBER 19, 2000, AS SHOWN ON SAID PLAT OF "MARSHES AT LANCEFORD".

LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN TRACT "B" AS SHOWN ON SAID PLAT OF "MARSHES AT LANCEFORD".

A handwritten signature in cursive script, appearing to read "Michael A. Manzie".

**MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB. NO. 15342**