

(To be used for Conservation Units not used for Mitigation, upon sale or transfer to an entity described in the Ecosystem Management Agreement or upon annual review based on development in other areas of EMA)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this ____ day of _____ 20__, by THE ST. JOE COMPANY/ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C., having an address at 245 Riverside, Suite 500 Jacksonville, Florida 32202 (Grantor) to the [STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION] or [BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (BOARD OF TRUSTEES)], whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (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 sole owner in fee simple of certain lands situated in _____ County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Department and St. Joe executed an Ecosystem Management Agreement, dated _____, (Agreement), which authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, the Agreement requires that the Grantor exclude from development wetlands and uplands within the Conservation Units; and

WHEREAS, Grantor grants this conservation easement as a condition of the Agreement issued by Grantee to offset or prevent secondary and cumulative adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions, and to provide a net ecosystem benefit as provided in the Agreement;

WHEREAS, the U.S. Army Corps of Engineers (Army Corps) General Permit No. _____ (Corps Permit) authorizes certain activities in the waters of the United States and requires this conservation easement over the lands identified in Exhibit A as a condition for such activities;

WHEREAS The Army Corps is not authorized to hold conservation easements and the Grantee has agreed to hold the easement on behalf of the Army Corps;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement as defined in Section 704.06 Florida Statutes, 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. Purpose. The purpose of this conservation easement is to exclude the wetlands and uplands in the Conservation Units from development, except as otherwise permitted in this conservation easement, and to provide a corridor for wildlife within the Agreement Area.
2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:
 - a. The right to take action to preserve and protect the environmental value of the Property;
 - b. The right to prevent any activity on or use of the Property that is inconsistent with the terms and conditions of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the terms and conditions of this conservation easement;
 - c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and
 - d. The right to enforce this conservation easement by injunction or 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 hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.
3. Prohibited Activities. The following activities on the Property are prohibited, except as expressly allowed by the provisions of Section 4 of this conservation easement:
 - a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, docks, 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 timbering done in accordance with the St. Joe Forest and Wildlife Management Plan approved by and on file with the Grantee at the time of the recording of this conservation easement and for the purpose of enhancing or restoring wetlands or uplands in the mitigation area;

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

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

g. 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;

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

i. 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.

4. Authorized activities. The following activities on the Property are allowed:

a. Wetland and upland habitat enhancement and restoration.

b. Forest management shall be conducted in accordance with the St. Joe Forest and Wildlife Management Plan approved by and on file with the Grantee at the time of the recording of this conservation easement. Allowable timber management includes activities conducted to enhance conservation and restore habitat, including BMPs and uneven age management regimes. This does not include timber management for the sole purpose of timber production. No timbering of cypress or wetland hardwoods shall be allowed.

c. Hunting pursuant to properly issued hunting permits, fishing, and birding.

d. Construction of nature trails, boardwalks, gathering shelters, restroom facilities and other similar passive recreational activities that result in minimal impacts to the Conservation Units and which have been authorized by the Army Corps.

- e. Wetland mitigation.
- f. Effluent disposal, including the necessary transmission and distribution facilities and attendant structures, in the Cypress and Wet Pine Flats Conservation Unit, if authorized by a separate DEP permit. Treatment facilities shall not be allowed in the Conservation Unit.
- g. Reinstitution of fire regime, including necessary fire breaks, which mimics natural conditions.
- h. Incorporation into adjacent developments as open space and limited to the uses outlined above.
- i. Maintenance of roads and ditches where needed to implement activities listed above.
- j. Activities needed to maintain, in current condition, existing access within and through the Conservation Units. This does not include activities to improve, enlarge or relocate such access.

5. Reserved Rights. 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 the terms and conditions of this conservation easement or any Department rule, criteria, or Agreement.

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

7. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, the Grantee, its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

8. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request

9. Liability. Grantee shall not assume any liability for any injury or damage to the person or property of Grantor or third parties which may occur on the Property, except to the extent caused by Grantee or its employees or agents. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property, except to the extent caused by Grantee or its employees or agents. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless Grantee for all liability, any injury or damage to the person or property of third parties which may occur on the Property, except to the extent caused by Grantee or its employees or agents.

10. Hazardous Waste. Grantor covenants and represents that to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property.

11. Enforcement Discretion. 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 by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights.

12. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. In the event the Army Corps takes enforcement action, venue shall be in a state or federal court of competent jurisdiction. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Agreement.

13. Assignment of Rights. Grantee, its successors or assigns will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the Agreement. The Army Corps reserves the right to approve successor grantees for the purpose of meeting the continuing compensatory mitigation requirements of its permit or permits.

14. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of _____ County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

15. 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.

16. Notices. 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.

17. Severability. 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.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by Agreement modification as necessary and written agreement between the parties

hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Rights of U.S. Army Corp of Engineers. Where a corresponding general permit is issued by the U.S. Army Corps of Engineers, the Army Corps shall have all the rights and obligations of Grantee under this conservation easement. The Army Corps shall be a party to a modification, alteration, release, or revocation of this conservation easement, and shall review and approve as necessary any additional structures or activities that require approval by the Grantee.

21. Limitation. This provision shall not 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.

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 and conditions 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

IN WITNESS WHEREOF, the Grantor has executed this Conservation easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Print Name:

By:

Print Name:

Title:

Print Name:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of the (corporation's name) _____ He/She is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public Signature

Printed/Typed Name of Notary

Commission No. _____

Commission Expires: _____