

THIS DOCUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
Dykes C. Everett, Esquire  
Winderweedle, Haines, Ward & Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790-0880

## PERPETUAL CONSERVATION EASEMENT

THIS INDENTURE, made and entered into this 28<sup>th</sup> day of February, 2003, by and between **HARTFORD RANCH, LLC, a Florida limited liability company**, whose address is 341 East Webster Avenue, Winter Park, Florida 32789 (hereinafter referred to as the "Grantor") and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes**, as to an undivided seventy-five percent (75%) interest (hereinafter referred to as the "District"), whose address is Post Office Box 1429, Palatka, Florida 32178-1429, and **VOLUSIA COUNTY, a political subdivision of the State of Florida**, as to an undivided twenty-five percent (25%) interest (hereinafter referred to as the "County"), whose address is 123 W. Indiana Avenue, Room 201, Deland, Florida 32720-4606 (hereinafter District and County collectively referred to as the "Grantee").

### WITNESSETH:

**WHEREAS**, the Grantor is the owner in fee simple of certain real property lying and being situated in Volusia County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and,

**WHEREAS**, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural and agricultural values and character of the Property by conveyance to the Grantee of a Perpetual Conservation Easement (hereinafter referred to as the "Easement") on, over and across the Property, which shall conserve the value, rural and agricultural character, ecological integrity and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property and prohibit certain further development activity on the Property.

**NOW, THEREFORE**, the Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

#### **I. PURPOSE OF THE EASEMENT.**

It is the purpose of this Easement to preserve the Property in its existing condition as a working ranch and silviculture operation, to provide sustainable and relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve the Property as productive timberland and ranch land that sustain for the long term the conservation values of the current uses of the Property and its environs through management guided by the terms of Article III, IV and V hereof.

#### **II. PROHIBITIONS AND RESTRICTIONS ON USE.**

Grantor and Grantee acknowledge that a purpose of this Easement is to prevent any use of the Property that will cause or result in a sustained degradation of the present environmental and conservation quality of the Property. Therefore, subject to the rights and interests of Grantor hereinafter reserved in this Easement, and in furtherance of the affirmative rights of Grantee described in Section IV herein, Grantor, for itself and its successors and assigns, and with the intent that the same shall run with and bind the Property in perpetuity, does hereby make and impose with respect to the Property the following general covenants, prohibitions and restrictions relating to the use of the Property:

1. **Uses.** Except as may be allowed under Article III hereof, no commercial, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with commercial or industrial activity. Provided, however, no commercial or industrial land development shall be undertaken upon the Property. Except as may be expressly allowed under Article III hereof, no residential land development shall be undertaken on the Property. Provided, however, passage or access upon or over the Property ancillary to the activities allowed to Grantor under Article III is not prohibited.

2. **Roads.** No additional roads, nor paving of existing roads, are allowed; however, Grantor may maintain the existing roads and trails on the Property and may construct two (2) all-weather unpaved roads to access the additional homesite areas. In addition, Grantor may re-locate an existing all weather road to accommodate the re-location of a homesite. When siting such new roads, Grantor agrees to utilize a practicable direct route which does not otherwise violate the terms of this Easement. Road construction may include ancillary ditches, culverts and crossings, provided there is no detrimental alteration of hydrology. Typical road construction and maintenance activities may include discing, plowing, grading, side-borrowing excavation and the application of clay, gravel, shell or other like material. Grantor may use the spoil from any pond excavation allowed under Article III, Paragraph 8. Grantor may maintain existing fire lines and breaks, as well as plow new fire lines and breaks as reasonably required for fire prevention and/or control. All construction and maintenance shall be subject to any applicable permitting process of Grantee, shall be included within the Management Plan (as hereinafter defined), and shall be in accordance with the applicable Best Management Practices ("BMP's" as hereinafter defined).

3. **Waters.** No hydrological modifications or activities which cause substantial or permanent degradation to water quality or quantity shall be allowed; however, Grantor retains the right to negotiate the sale or transfer of public water supply well sites. The buyer of such well sites shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld. Grantor may maintain existing culverts, ditches, drains and swales on the Property. Grantor may, subject to applicable permitting, install wells for the activities allowed under this Easement. Activities designed to create, restore or enhance wetlands or other surface waters on the Property, including without limitation modifications to topography, are not prohibited hereby if said activities are consistent with the purposes of this Easement as stated herein, and are permitted by the appropriate authority and approved in writing by Grantee prior to commencement of the activity.

4. **Improved Pasture.** Conversion to improved pasture of areas not in improved pasture as of the date of this Easement shall not be allowed except as provided for in Article III hereof.

5. **Construction.** Except as may be allowed under this Easement, there shall not be any construction of or the placing of buildings, utilities, infrastructure, or roads on, under, or above the ground. The construction and maintenance of fences allowed under this Easement shall not substantially impede the movement of wildlife upon, onto, or across the Property.

6. **Dumping.** There shall be no dumping or placing of trash, solid or liquid waste (including sludge material), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, including but not limited to those as defined by the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal

Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property. This prohibition shall not be construed to include reasonable amounts of agricultural waste generated as a result of activities allowed under Article III nor prohibit the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Easement.

7. **Concentrated Animal Feeding Operations.** There shall be no concentrated animal feeding from permanent feed lots for bovine, swine, poultry or other animals on the Property.

8. **Exotics and Invasive Species.** Grantor shall not plant, and will use reasonable efforts to control, the spread of nuisance, exotic and non-native invasive vegetation on the Property, including planting in the game food plots and the improved pasture.

9. **Pesticides/Herbicides.** Pesticides or herbicides must be applied according to applicable BMP's or in the absence of BMP's in accordance with label instructions.

10. **Fertilizer.** When used pursuant to allowed uses under Article III, fertilizer shall be applied according to applicable BMP's.

11. **Mining and Excavation.** Except as otherwise allowed under this Easement, there shall be no mining, excavation, filling or dredging on the Property. The sale by Grantor of material produced as a result of excavation allowed under this Easement is prohibited.

12. **Commercial Signs or Billboards.** Except for signs marketing or identifying the Property or the allowed activities thereon, there shall be no commercial signs or billboards, temporary or permanent, constructed, placed or maintained upon the Property. The total square footage of all allowed signage for the Property shall not exceed fifty (50) square feet.

### III. **RIGHTS RESERVED TO GRANTOR.**

Grantor reserves in perpetuity, and reserves for its successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time (subject to any notice requirements set forth below):

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property. Further Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited under Article II or expressly conveyed to Grantor under Article IV.

2. **Sale of Property.** Grantor shall have the right to sell, rent or mortgage the Property provided that the maximum number of parcels into which the Property may ever be divided or sold is three (3) parcels. Any such interest granted subsequent to this document shall be subject to this Easement.

3. **Homesites and Buildings.** Within each subdivided parcel, Grantor may construct and maintain buildings, residences and structures, together with ancillary utilities which, together with the buildings shown on the Easement Documentation Report, collectively, contain no more than 10,000 square feet of roof top per subdivided parcel ("Structures"). These Structures shall be located within a five (5) acre homesite area within each subdivided parcel. The existing livestock barn may remain outside of any homesite area. Removable or semi-affixed structures, such as windmills, corrals, gates, game feeders, equestrian jumps, watering troughs and pump houses, shall not be included within the foregoing footprint limitations. Within each homesite area, Grantor may plant and maintain sod and ornamental trees, shrubs and fruit bearing trees for landscaping purposes, provided such plants are not listed as a Category I or Category II "Invasive Species" by the Florida Exotic Pest Plant Council.

4. **Improved Pasture.** Pastures currently improved for cattle and equine operations can be, or can continue to be, used as improved pasture. Grantor may plant cover crops in the existing pasture areas, provided any such crop is of a non-invasive, non-exotic species. Grantor may also manage the Improved Pasture Areas as pine plantation or native range. In addition, Grantor may plant up to five (5) acres of garden vegetables in Improved Pasture Areas. Agricultural activities reserved by the Grantor hereunder shall be conducted in accordance with the applicable BMP's. Consistent with any applicable BMP's, Grantor may maintain the Improved Pasture Area, as delineated in the Easement Documentation Report, through generally accepted habitat management practices, such as controlled burning, mowing, rotary chopping and discing as required to further good husbandry and game management.

5. **Silviculture and Timber Harvesting.** Grantor shall have the right to conduct commercial forestry operations (silviculture) and timber harvest on the Property as indicated below, in accordance with the applicable BMP's and subject to the following conditions and restrictions:

a. **Wetland Harvesting.** Except for salvage harvesting under Paragraph 5(e), there shall be no harvesting in wetlands delineated on the Easement Documentation Report.

b. **Pine Plantation Harvesting.** Provided Grantor follows applicable BMP's, harvesting and replanting of existing pine plantation can continue within the areas that are periodically planted and periodically harvested, such areas being depicted in the Easement Documentation Report ("Pine Plantation Area"). Grantor shall be entitled to manage the Pine Plantation Areas as native range, however, Pine Plantation areas shall not be converted to Improved Pasture.

c. **Management of Pine Plantation.** The management of the allowed Pine Plantation Areas shall be in accordance with applicable BMP's and may include generally accepted habitat management practices, such as controlled burning, mowing, rotary chopping and discing as required to further good husbandry and game management. Site preparation, application of fertilizers, use of pesticides/herbicides, implementation of prescribed burning, clear cutting and harvesting methods shall be addressed within the Management Plan and performed in accordance with applicable BMP's.

d. **Upland Harvesting.** There shall be no timber harvesting in the uplands, with the exception of (i) Pine Plantation Area, (ii) Improved Pasture Area uplands, (iii) forested uplands with selective hardwood

harvesting and selective palm tree harvesting, and (iv) residential clearing within the five (5) acre homesites. Any such timber harvesting shall be subject to the applicable BMP's.

e. **Salvage Harvesting.** Salvage harvesting following natural disasters, including but not limited to insect infestations or wildfires, shall be allowed in all areas of the Property in accordance with applicable BMP's. Following such disaster, all site preparation and re-establishment activities will be conducted according to the BMP's applicable to the type area of the Property affected, consistent with the condition of such area as it existed prior to the disaster event.

6. **Ranch Operation.** Grantor shall retain the right to ranch and maintain commercial cattle and equine operations in accordance with the Natural Resources Conservation Service ("NRCS"), local soil and water district, or State of Florida Department of Agriculture and Consumer Services' ("DACS") BMP's, and as provided for in the Management Plan. The NRCS, local soil and water district, or DACS BMP's shall establish the number of animal units that are acceptable on the Property. The maximum number of animal units will be determined by the NRCS, local soil and water district, or DACS and shall also include the number of horses allowed on the Property. The NRCS, local soil and water district, or DACS BMP's determination shall be maintained at the Grantee's headquarters office. The maximum carrying capacity in animal units may only be changed after consultation with NRCS, the local soil and water district, or DACS BMP's. Provided, however, Grantor shall be entitled to maintain a cattle and equine stocking rate of a minimum of one (1) animal unit per ten (10) upland acres of the Property. Grantor shall have the right to repair and maintain existing fences and to fence and cross-fence as reasonably required for the conduct of ranch operations.

7. **Hunting, Fishing and Wildlife Viewing.** Grantor reserves the right to observe, maintain, photograph, introduce and stock native fish or wildlife on the Property, the use of the Property for hunting and fishing, and for wildlife viewing and study activities. The foregoing activities shall be conducted in compliance with applicable federal, state and local laws. Hunting shall be by the family members of Grantor's principals, the caretaker, and their guests only. In furtherance of game management and husbandry, Grantor may maintain the existing game fields on the Property as identified in the Easement Documentation Report. Planting in all game fields and food plots shall be limited to non-invasive, non-exotic species. Grantor may create up to twenty-five (25) acres of additional food plots within the Pine Plantation Areas.

8. **Ponds and Restoration.** Grantor retains the right to excavate additional ponds or expand existing man-made ponds in the improved pasture, pine plantation, or native range upland area only, not to exceed a total of five (5) acres of pond excavation for the entire Property. Grantor may excavate on the Property pursuant to a habitat or wetlands restoration or enhancement plan approved by Grantee. Areas of excavation under such an approved plan shall not be included within the foregoing five (5) acre limitation. Grantor's sale of material produced as a result of excavation allowed under this paragraph is prohibited.

9. **Access.** Grantor retains the right to control and limit all access to the Property.

10. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.

**IV. GRANTEE'S AFFIRMATIVE RIGHTS.**

Subject to the rights and interests of Grantor herein reserved, Grantor gives, grants and conveys the following affirmative rights to Grantee:

1. Grantee shall have visual and physical access to the Property for the purposes of monitoring and enforcement of the terms and conditions of this Easement including, but not limited to, the prohibitions and restrictions on use set forth in Article II, *supra*. Grantor shall furnish Grantee with reasonable advance notice of any physical inspection of the Property.
2. As provided in Article V, Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including, but not limited to, the right to require restoration by Grantor of the Property to the pre-violation condition.

**V. GENERAL PROVISIONS.**

1. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor in accordance with the notice provisions of Section V(8) hereof. Failure by Grantor to cause discontinuance, abatement, or commence corrective action within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or in equity before a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the condition that existed prior to such activity; (iii) recover liquidated damages in lieu of restoration of harvested timber, and in the event Grantor harvests or causes to be harvested timber in violation of this Easement, Grantor stipulates to liquidated damages for such violation in an amount equal to three hundred percent (300%) of the then fair market value of the harvested timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of any portions of the Property altered in violation of this Easement; (iv) enjoin such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; and/or (vi) recover any damages arising from noncompliance with this Easement. Such damages, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

a. If Grantee, in its discretion, determines that Grantor is affirmatively acting in fashion not allowed by this Easement, and further determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire; provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

b. Grantee does not waive or forfeit the right to take such action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantor hereby waives any defenses of laches with respect to any delay by Grantee in acting to enforce any restriction or exercise any rights under this Easement.

c. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property or plant or animal life thereon due to causes beyond Grantor's control, such as, without limitation, changes caused by fire, flood, storm, earthquake, major plant or animal disease, acts of God, or the unauthorized wrongful acts of third persons.

2. **Warranty and Title.** Subject to easements, rights of way, restrictions and other matters of record as of the date of this Easement, Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.

3. **Taxes and Assessments.** Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Upon request of Grantee, Grantor shall furnish to Grantee timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the notice and cure provision of this Easement and in Grantee's absolute discretion, may pay such tax or assessment. Such payment by Grantee on behalf of Grantor shall bear interest at the statutory rate for money judgments then in effect in the State of Florida. Grantee's payment, together with interest, shall constitute a lien upon the fee interest of Grantor until repaid to Grantee with the priority date of such lien being the date of payment of the tax or assessment by Grantee. *Such lien shall be enforceable by Grantee in the manner provided under the laws of the State of Florida for the foreclosure of mortgages on real property.*

4. **Transfers by Grantor.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Volusia County, Florida.

5. **Modification.** The terms and conditions of this Easement may be modified only by mutual agreement, in writing, between the Grantor and the Grantee, or their respective successors or assigns.

6. **Attorneys' Fees and Costs.** In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, each party in such action shall bear its own fees and costs (including fees and costs of appeal) incurred by such party in regard to this dispute.

7. **Successors and Assigns.** The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of such Grantor and Grantee and shall continue as a servitude running in perpetuity with the Property. Grantee shall only assign its rights and obligations of this Easement to an agency or political subdivision of the State of Florida charged to carry out the conservation purposes that this grant is intended to carry out.

8. **Notices.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, next-day courier delivery, facsimile delivery with printed receipt confirmation, or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Hartford Ranch, LLC  
c/o Dykes C. Everett, Manager  
341 E. Webster Avenue  
Winter Park, Florida 32789  
Telephone: (407) 423-4246 Fax: (407) 645-3728

To the Grantee: St. Johns River Water Management District  
Director, Division of Land Management  
Post Office Box 1429  
Palatka, Florida 32178-1429  
Telephone: (386) 329-4399 Fax: (386) 329-4125

and Volusia County  
Growth and Resource Management Department  
123 W. Indiana Avenue  
Room 201  
Deland, Florida 32720-4606  
ATTN: Land Acquisition Manager  
Telephone: (386) 740-5261 Fax: (386) 740-5277

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery, if by hand-delivery, next-day courier delivery, or facsimile delivery with printed receipt confirmation, or within three (3) days from the date of mailing if delivered by registered or certified mail.

9. **Mediation.** From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a panel of three mediators chosen in the following manner: Grantor shall choose one mediator, Grantee shall choose one mediator, and the two mediators selected shall confer and choose a mutually acceptable third mediator having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Section V(1) hereof.

10. **No Waiver of Regulatory Authority.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee.

11. **Condemnation.** If the Property is condemned under the power of eminent domain, Grantee and/or Grantor shall be entitled to compensation in accordance with applicable law to the extent and in the proportion that the rights of each party are affected by any such act of condemnation.

12. **Environmental Indemnification.** Grantor hereby indemnifies and agrees to save, defend and hold harmless Grantee from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs and other liabilities (whether legal or equitable in nature including, without limitations, attorneys fees and costs) claimed or asserted by or on behalf of any person or governmental authority and caused by a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws. Provided,



however, in the event that Grantee is named or joined as a party in a suit or proceeding alleging a violation of Environmental Laws (or a violation by Grantor's agents, employees, invitees or guests), Grantee shall give Grantor timely notice of such suit or proceeding. Upon receipt of such notice, Grantor shall tender a defense of Grantee in such action or proceeding. Grantee shall have the right to reasonably approve Grantor's selection of counsel for such defense. So long as Grantor tenders and maintains such defense on behalf of Grantee, the indemnity provisions of this Paragraph shall not extend to attorneys' fees and costs incurred or paid by Grantee in defense of such suit or proceeding if such fees and costs are independent of the defense tendered by Grantor. The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect.

**13. Best Management Practices.** As used in this Easement, the term "Best Management Practices" ("BMP's") shall be deemed to be those Best Management Practices that are approved by any of the following: Florida Department of Agriculture and Consumer Services ("DACs"), University of Florida Institute of Food and Agricultural Sciences ("IFAS"), Natural Resources Conservation Service ("NRCS"), the local soil and water conservation district, or in the absence of the foregoing, those BMP's then utilized as the prevailing practices for commercial ranching and silviculture operations in Florida.

**14. Unity of Interest and Coordinating Grantee.** Grantor shall not be obligated, by virtue of the division of ownership of the easement interest between District and County, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantee's rights, remedies and functions under this Easement shall be by and through a "Coordinating Grantee", including, without limitation, the Right of First Refusal. District shall be designated as the Coordinating Grantee until such time as notice of a substitute Coordinating Grantee is provided to Grantor by District and Volusia County.

**VI. EASEMENT DOCUMENTATION REPORT.** Grantor and Grantee acknowledge and agree that an Easement Documentation Report (the "Report") of the Property shall be prepared within 180 days of the date hereof by the District. The Report shall be approved by Grantee and Grantor as an accurate representation of the physical, ecological, and biological condition of the Property at the time of the grant of this Easement. The Report, signed by Grantor and Grantee, will be placed and retained on file with Grantee as a public record and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the Report and any other relevant documents, surveys, photographs or other information to assist in the resolution of the controversy. The Report shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property on the date of this Easement.

**VII. MANAGEMENT PLAN AND ANNUAL REPORT.**

**1. Management Plan.** Grantor and Grantee acknowledge that a Management Plan (the "Management Plan") for the Property has been prepared, or will be prepared, within 180 days of the recordation in the public records of this Easement. The Management Plan shall be prepared by Grantor and shall relate to Grantor's uses, operations and improvements upon the Property as reserved or allowed to Grantor by this Easement. Grantor shall prepare the Management Plan in consultation with the local soil and water district, the Natural Resources Conservation Service, or DACS, setting forth Grantor's current plans for cattle, equine and silviculture operations, hunting and related activities upon the Property. The Management Plan shall specify that these activities are to be conducted upon the Property in accordance with the applicable BMP's. The Management Plan shall be subject to revision by addenda submitted by Grantor no more frequently than annually, but no less frequently than every five (5) years. The Management Plan shall be consistent with the purposes of this Easement. In no event shall the Management Plan allow or contemplate activities that are not allowed or reserved by this Easement.

**2. Annual Report.** On or before March 31, or such other mutually agreeable date, of each year, Grantor shall prepare and furnish to Grantee an annual report, in a format reasonably acceptable to Grantee, including (i) documenting Grantor's compliance with the Management Plan and the Easement for the preceding calendar year period, (ii) stating the Grantor's activities upon and use of the Property during the preceding calendar year period, and (iii) providing for the Grantor's proposed activities upon and use of the Property during the current/upcoming calendar year period.

**VIII. DUTY OF CARE.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecological, and hydrological character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property.

**IX. RIGHT OF FIRST REFUSAL.** In the event that Grantor receives an offer to purchase the Property, Grantee shall have the right of first refusal ("Right of First Refusal") to purchase the Property upon the following terms. In the event that Grantor receives an offer to purchase the Property which Grantor has decided, in its sole discretion, to accept, Grantor shall notify Grantee in writing (the "Notice of Offer") of the terms of the offer. If Grantee wishes to purchase the Property upon the terms set forth in the Notice of Offer, then Grantee shall send to Grantor, within ten (10) days after receipt of the Notice of Offer (the "Acceptance Deadline"), notice in writing (the "Notice of Purchase") that Grantee has elected to purchase the Property upon the terms set forth in the Notice of Offer. Thereafter, the parties shall mutually execute and deliver a purchase and sale contract at the price and on the terms set forth in the Notice of Offer. If Grantee fails to give the Notice of Purchase on or before the Acceptance Deadline, Grantee's Right of First Refusal shall expire as to the immediate offer only and Grantor shall be free to sell the Property to the party which has made the offer. Grantor shall have the right (including without limitation, the principals of Grantor existing as principals as of the date of this Easement), and the heirs and lineal descendants of Grantor, shall have the right, to convey one to another and to their heirs and lineal descendants perpetually free of the Right of First Refusal and the notice requirements hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement, to become effective as of the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

HARTFORD RANCH, LLC  
a Florida limited liability company

Deborah A Sieffert  
Print name: Deborah A. Sieffert

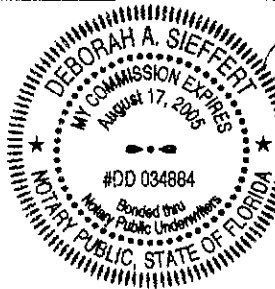
Mara Shuman  
Print name: Mara Shuman

By: [Signature]  
Dykes C. Everett, Manager

"Grantor"

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2003, by DYKES C. EVERETT, as Manager of HARTFORD RANCH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who provided \_\_\_\_\_ as identification and who did not take an oath.



Deborah A Sieffert  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 8/17/05  
My Commission No.: DD-034884

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

*Gracie L. Paulding*  
Print Name: GRACIE L. PAULDING

By: *[Signature]*  
DUANE L. OTTENSTROER  
Title: Chairman

*Sharon G. Carlin*  
Print Name: SHARON G. CARLIN

Attest: *[Signature]*  
ROBERT CLAYTON ALBRIGHT  
Title: Secretary

"Grantee"

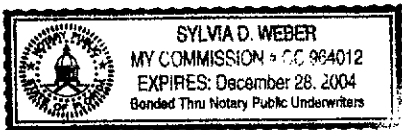
For use and reliance only by  
St. Johns River Water Management District,  
Legal Form and Content Approved:

Wright, Fulford, Moorhead & Brown, P.A.

By: *[Signature]*  
Donald F. Wright, Esq.

STATE OF FLORIDA  
COUNTY OF DUVAL

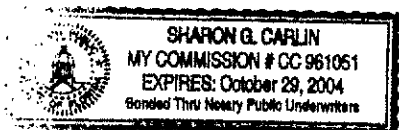
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2003, by DUANE L. OTTENSTROER, as Chairman of the governing board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me and who did not take an oath.



*Sylvia D. Weber*  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 12/28/04  
My Commission No.: 964012

STATE OF FLORIDA  
COUNTY OF Lufkin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2003, by ROBERT CLAYTON ALBRIGHT, as Secretary of the governing board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me and who did not take an oath.



*Sharon G. Carlin*  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 10/29/04  
My Commission No.: CC 961051

**VOLUSIA COUNTY, a political  
subdivision of the State of Florida**

By: *Ray Penneaker*  
**RAY W. PENNEBAKER**  
Deputy County Manager

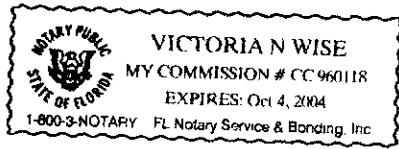
*Chris Ordery*  
Print Name: Chris Ordery

*Jessica Cortes*  
Print Name: Jessica Cortes

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 3rd day of March, 2003, by **RAY W. PENNEBAKER**, as Deputy County Manager of Volusia County, Florida, a political subdivision of the State of Florida, on behalf of Volusia County, who is personally known to me.

*Victoria N Wise*  
Notary Public, State of Florida  
My Commission Expires:



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A portion of Sections 21, 22 and 23, Township 18 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 27, Township 18 South, Range 32 East, Volusia County, Florida; thence run N88°06'30"W along the South line of said Section 27, 2412.15 feet; thence run N01°54'16"E 1464.23 feet; thence N51°43'26"W 1460.44 feet; thence N81°52'43"W 1326.42 feet; thence N23°45'28"W 3789.95 feet; thence N41°44'24"W 1563.91 feet to a point on the Easterly right of way line of State Road 415; thence N36°05'42"E 1807.26 feet along said Easterly right of way; to the Point of Beginning; thence departing said Easterly right of way line, run S48°46'29"E a distance of 2620.50 feet; thence S81°38'47"E 1473.72 feet; thence S22°44'20"E 380.00 feet; thence S02°09'44"W 600.00 feet; thence S42°50'16"E 600.00 feet to a point on the South line of said Section 22; thence S87°59'40"E along said South line a distance of 1638 feet more or less to a point on the centerline of Ashby Canal; thence run Northerly along the centerline of said Ashby Canal 3600 feet more or less to the shore of Lake Ashby; thence run Westerly and Northerly along the Westerly shore of said Lake Ashby 375 feet more or less to a point on the South line of LAKE ASHBY PARK, according to the plat thereof as recorded in Map Book 4, Page 84, in the Public Records of Volusia County, Florida; thence N88°07'16"W, along said Southerly line, a distance of 794 feet more or less to the Southwest corner of a parcel labeled as "Park", according to the Plat of said Lake Ashby Park; thence run N02°09'44"E a distance of 735.00 feet along the West line of said Park to a point on the South line of Government Lot 1 of said Section 22; thence run N88°07'16"W 1570.02 feet to the Southwest corner of said Government Lot 1; thence N02°09'44"E, along the West line of said Government Lot 1, a distance of 1316.40 feet to the Northwest corner of said Government Lot 1; thence N87°59'17"W, along the North line of the Northwest 1/4 of said Section 22, a distance of 2581.58 feet more or less to a point on the Easterly right of way line of State Road 415 (100' in width); thence run S36°05'42"W, along said Easterly right of way line, a distance of 2500.00 feet to the Point of Beginning.