

Prepared by: Ricky Wiggins Builders/Bay Pines Villas, Inc
P.O. Box 537
Lillian, Alabama 36549

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this 10th day of June 2008, by Ricky Wiggins Builders and Bay Pines Villas, Inc, having an address at P.O. Box 537, Lillian, Alabama 36549 (Grantor) to the State of Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. 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 DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Escambia County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct a commercial development at a site in Escambia County, which is subject to the regulatory jurisdiction of the Department under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS, Department Permit No. 17-0276000-001-EE (Permit), authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore or mitigate wetlands, other surface waters, or uplands under the Department's jurisdiction; and

WHEREAS, pursuant to section 373.414 (1)(b), F.S., the DEPARTMENT agrees to accept this conservation easement and the Grantor agrees to grant this conservation easement as a condition of the Permit issued by the Department to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife and wetland or other surface water functions. Specifically, this conservation easement is intended to:

- Offset impacts to wetlands and other surface waters;
- Prevent cumulative impacts;
- Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters and uplands;

WHEREAS, the U. S. Army Corps of Engineers (Army Corps) Permit No. SAJ-2007-02862 (IP-EPS) authorized certain activities in the waters of the United States and requires this conservation easement over the lands identified in exhibit A as mitigation for such activities;

WHEREAS, the Army Corps is not authorized to hold conservation easements and the DEPARTMENT has agrees to hold the easement on behalf of the 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 DEPARTMENT 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 retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to the DEPARTMENT 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 purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

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 Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:

a. Construction or placing of structures on, above or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards, or other advertising, utilities, signs (other than those marking the conservation easement), or other structures.

b. Dumping or placing of soil or other substance of material as land fill, or dumping or placing of trash, waste or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs or other vegetation, except nuisance, invasive, exotic or nonnative species upon prior written approval by the DEPARTMENT;

d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self sustaining, expanding and free living populations in a natural community with which they have 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, dredging and fencing;
- h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;
- i. Acts or uses detrimental to the preservation of the structural integrity of physical appearance of sites or properties of historical, architectural, archaeological or cultural significance;
- j. The use of All-Terrain Vehicles, other than those used for land management activities.

4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any Department rule, criteria, permit, and the intent and purposes of this conservation easement.

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

6. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep or maintenance of the Property and Grantor does hereby indemnify and hold harmless the DEPARTMENT from same. In addition the DEPARTMENT its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. 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 DEPARTMENT with satisfactory evidence of payment upon request.

8. Liability. Grantor, its successors or assigns, will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person or entity claiming by or through Grantor its successors or assigns, shall hold the DEPARTMENT liable for any damage or injury to person or personal property which may occur on the Property. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless the DEPARTMENT for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

9. Hazardous Waste. Grantor covenants and represents that 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. Grantor, its successors or assigns, further indemnify the DEPARTMENT for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the

property. In the event such material is discovered, Grantor, its successors or assigns, shall be responsible for the removal of the materials following coordination and written approval of the DEPARTMENT.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance of 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 DEPARTMENT'S rights.

11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. If the DEPARTMENT prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable 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 Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.

12. Assignment of Rights. The DEPARTMENT agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

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

14. 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.

15. 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.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any at required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

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 permit 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 Escambia County.

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

20. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this conservation easement. The Baseline Documentation Report consist of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request.

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

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

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

Signed, sealed and delivered in our presence of:

Kevin Wiggins

Witness
KEEVIN WIGGINS
Print Name

Lajuana W. Porter

Witness
LAJUANA W. PORTER
Print Name

Ricky Wiggins

Grantor (Ricky Wiggins Builders)
RICKY S. WIGGINS
Print Name

Jolynne A. Blanton, President

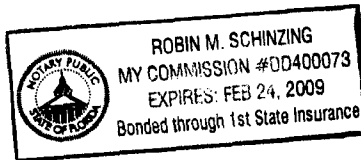
Grantor (Bay Pine Villas, Inc)
JOLYNE A. BLANTON
Print Name

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before this JUNE 10th 2008 (date) by Ricky Wiggins and Jolynne Blanton (name of person acknowledging), who is ~~personally known to me~~ and/or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Robin M. Schinzling
Signature of Notary Public

Robin M. Schinzling
Print Name



(Notary Seal must be affixed)

6/04/2008

Exhibit A

PROJECT# 3638

DESCRIPTION: (AS FURNISHED)

THE SOUTH 436 FEET OF THE EAST 737 AND 76/100 FEET OF LOT 6, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LESS MINERAL RIGHTS.

SURVEYOR'S NOTES:

- 1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE THE SOUTH LINE OF SUBJECT PROPERTY.
- 2.) SOURCE OF INFORMATION: THE DESCRIPTION AS FURNISHED BY CLIENT, AND EXISTING FIELD MONUMENTATION.
- 3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, INCLUDING RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 6.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 7.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

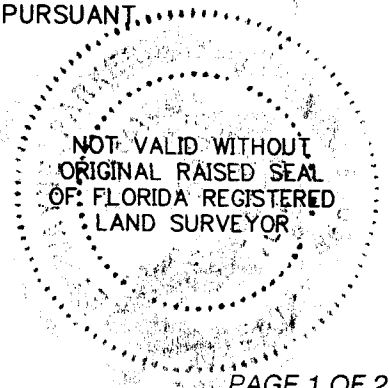
CERTIFIED TO:

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 4/1/2008

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA



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MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

BOUNDARY SURVEY

A PORTION OF SECTION 13,
TOWNSHIP-3-SOUTH, RANGE-31-WEST,
ESCAMBIA COUNTY, FLORIDA.

DRAFTED: RDC TYPED: RDC CHECKED: EWP

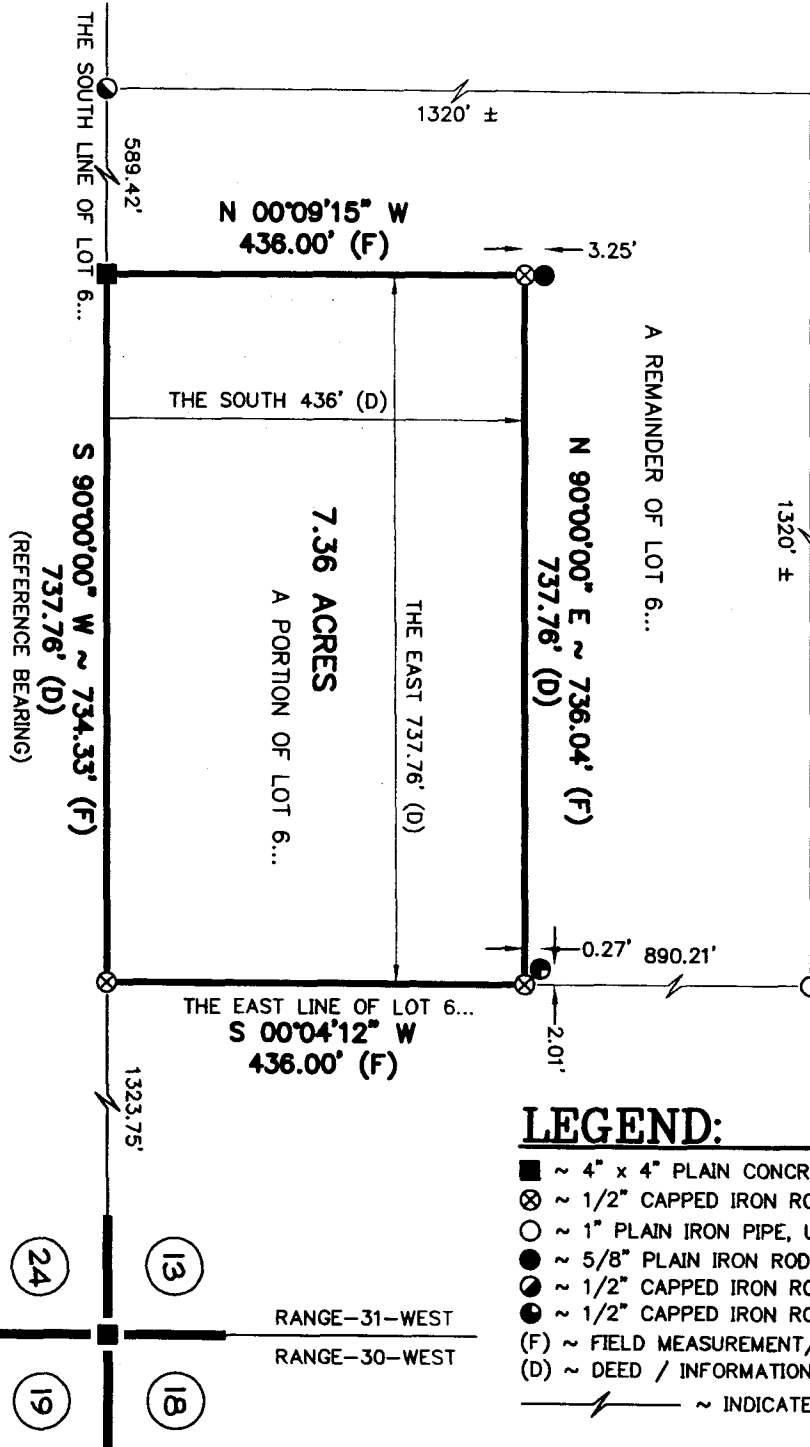
6/04/2008

PROJECT# 3638



NO.	DATE	APPR.	REVISIONS:
1	6/04/08		REVISED TO FIT ON 8 1/2" X 11" PAPER SIZE

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LEGEND:

- ~ 4" x 4" PLAIN CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- ~ 1" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ 5/8" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⦿ ~ 1/2" CAPPED IRON ROD, NUMBER 5783 (FOUND)
- ⦿ ~ 1/2" CAPPED IRON ROD, NUMBER 6730 (FOUND)
- (F) ~ FIELD MEASUREMENT/INFORMATION
- (D) ~ DEED / INFORMATION
- /— ~ INDICATES NOT TO SCALE

SCALE 1"=200'

FIELD DATE: 3/26/08 FIELD BOOK: 150, PAGE 36-38

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 PROFESSIONAL CIVIL ENGINEERING AND SURVEYING
 4928 N. Davis Highway
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BOUNDARY SURVEY

A PORTION OF SECTION 13,
 TOWNSHIP-3-SOUTH, RANGE-31-WEST,
 ESCAMBIA COUNTY, FLORIDA.

DRAFTED: RDC TYPED: RDC CHECKED: EWP