

EXHIBIT Q

Leases and Easements

LEASE AGREEMENT
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
DIVISION OF FORESTRY
CARY STATE FOREST – REDSHIRT FARMS TRACT
NASSAU COUNTY, FLORIDA

THIS LEASE AGREEMENT including all attachments ("Agreement") is made as of the 26th day of January, 2010, by and between THE GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is P.O. Box 1429, Palatka, Florida 32178-1429 (the "District"), THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, a public body of the State of Florida, whose mailing address is 3125 Conner Blvd., Tallahassee, Florida 32399-1650 ("DOF", "DACS", or "Manager").

WITNESSETH:

WHEREAS, the District owns certain land located east of U.S. Highway 301 and west of U.S. Highway 1, in Nassau County, Florida, known as the Redshirt Farms Tract (the "Property") that contains approximately 325 acres of land depicted on the attached Exhibit "A" and described as Parcel 52 in the attached Exhibit "B"; and

WHEREAS, the Property was purchased by the District for the conservation and protection of the water resources, consistent with section 373.139, Florida Statutes; and

WHEREAS, in addition to its use for water resource protection and management, the Property has potential for other public recreational uses if properly managed; and

WHEREAS, the District and DOF desire that DOF serve as the lead management agency for the Property as part of Cary State Forest; and

WHEREAS, the District desires that DOF manage the Property for recreation and conservation, consistent with sections 373.1391 and 373.1401, Florida Statutes, and

WHEREAS, DOF possesses the personnel, ability, interest, and willingness to manage the Property under the multiple-use concept, based on sound ecological principles; and

WHEREAS, the parties recognize the value of close cooperation and mutual support in providing for public use and enjoyment of the Property.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The District hereby leases the Property to DOF for the purposes stated herein, subject to the rights reserved herein. During the term of this Agreement, the DOF shall act as the lead management entity for the Property to provide for the conservation, protection,

management, and enhancement of natural and cultural resources on the Property and for public recreation within the Property, along with the other uses provided for herein.

2. The Effective Date of this Agreement shall mean the date when the last of the parties has executed this Agreement, which date shall be inserted at the top of the first page hereof. The term of this Agreement is for a period of ten (10) years, commencing on the Effective Date. This Agreement shall thereafter automatically renew in twenty (20) year increments, unless terminated as provided herein.
3. If additional parcels are acquired by the District each such additional parcel may be incorporated into this Agreement by written between the parties. Manager shall name properties, owned by the State of Florida, consistent with section 589.19, Florida Statutes, and reserves the right to establish or change the name, as necessary.
4. DOF has previously developed a Management Plan (the "Plan") for the Property. The Property shall be included in the next revision of the Plan. All references to the Plan shall mean the Plan as approved by the parties. The Plan format and content shall comply with applicable Florida statutes and rules, including chapter 40C-9, Florida Administrative Code. Amendments to the Plan with respect to the Property may be proposed by any party at any time. However both parties must agree in writing to the amendments.
5. Any use or development of the Property shall be subject to the following minimum conditions and guidelines:
 - a. The function and condition of the Property with respect to the management of water and other natural resources, water supply, and the conservation and protection of water resources shall be maintained in its present condition or enhanced.
 - b. The Property shall be managed for multiple uses, including forest and fire management, and for public resource-based educational and recreational purposes (i.e., dependent on existing elements of the natural environment), which may include hiking, wildlife viewing, picnicking, nature study, jogging, equestrian activities, camping and other related passive outdoor activities as set forth in the Plan.
 - c. Educational and recreational activities planned or conducted on the Property shall be resource-based. The development of recreational facilities shall be restricted to trails, boardwalks, or other alterations that facilitate access for the resource recreational user, as set forth in the Plan. All educational and recreational uses and other activities on the Property shall be consistent with the water management purposes of the District, as provided in Chapter 373, Florida Statutes.
 - d. Hunting opportunities may be cooperatively developed by the District and Manager. Hunting with dogs shall be prohibited, except hunting with bird dogs and retrievers will be allowed. Manager has the authority to coordinate the hunt administration responsibilities with the Florida Fish and Wildlife Conservation Commission.

- e. The District may engage in construction or other activities necessary for water management purposes on the Property if such activities are consistent with the Plan.
 - f. Manager may enter into agreements for third party use of the Property.
 - g. Manager may harvest wiregrass seed and seed of other species from the Property. The District may harvest wiregrass seed and seed of other species from the Property.
 - h. There shall be no facilities on the Property except those directly related to the operation and maintenance of the Property for conservation, public resource-based recreation, and environmental education purposes, as set forth in the Plan or as constructed by the District for water management purposes.
6. Upon request of the Manager, the District shall assist Manager with fire management to the extent it has the capability to provide such assistance.
 7. Any structures, improvements and facilities placed upon or moved in or upon the Property by Manager shall be at the sole cost and liability of Manager and shall be identified in the Plan.
 8. Resolution of any boundary discrepancy or dispute with respect to the District's Property is the District's responsibility.
 9. Nothing contained herein or in the Plan shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations. Manager shall be responsible for obtaining, at its expense, any and all permits for Manager-initiated projects and management that may be required by any federal, state, regional, municipal or other governmental entity, including the District.
 10. Each party shall pay all lawful debts incurred by that party with respect to the Property and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration, repair, or improvements in or on the Property authorized by such party, its agents or employees. Each party shall be responsible for its own legal costs and charges, including reasonable attorney's fees on appeal, in any suit involving any claim, lien, judgment or encumbrance suffered by that party as a result of the use or occupancy of the Property or any part thereof by such party, its agents or employees.
 11. No party shall use or permit the Property to be used in violation of any present or future law, ordinance, rule or regulation of any governmental authority at any time relating to sanitation or the public health, safety or welfare.
 12. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historical sites on state-owned lands is

prohibited unless prior authorization has been obtained from the State Division of Historical Resources.

13. Manager may enter into agreements with third parties to develop and implement the Plan or to subcontract day-to-day management responsibilities upon the Property to private consultants or contractors, environmental, educational or governmental organizations and agencies consistent with the Plan. Manager shall substantively adhere to the requirements of the District for such third party agreements and shall establish the procedural aspects for such agreements to ensure a public bidding process. Any such agreements necessary for routine maintenance or previously agreed upon minor improvement of the Property shall not require the District's written approval. DOF shall retain all revenue generated from the Property. All private concessionaires or other entities shall be required to obtain from an insurance company licensed in the State of Florida and acceptable to the District liability or indemnity insurance providing for mutually acceptable minimum limits per person in any one claim, and aggregate limits for any number of persons or claims arising from any one incident and with respect to bodily injuries or death resulting there from, and for damage to property suffered or alleged to have been suffered by any person or persons resulting from operations under any agreement between either party and its concessionaires or organizations. Manager shall ensure that the District shall be named as additional insured for any such policies.
14. The parties and any other governmental entities involved in management-related activities on the Property shall, throughout the term of this Agreement, maintain in force a program of insurance or self-insurance covering their liabilities, as prescribed by section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of any parties' sovereign immunity in excess of the waiver set forth in section 768.28, Florida Statutes, or any other provision of law. The District's liability is further limited by recreational use immunity to the extent set forth in section 373.1395, Florida Statutes, and nothing in this Agreement shall be construed as a limitation upon the District's right to assert such immunity. It is the intention of the District and Manager that in the event Manager seeks to charge a fee for the use of the Property, the District shall be entitled to recreational use immunity pursuant to section 373.1395(3), Florida Statutes. In such event, Manager, as a state agency, may assert any immunity it may have as to public recreational use of state lands under Florida law.
15. Should any taxes accrue against the Property as a result of an agreement by Manager with a third party, Manager shall pay or ensure that the third party is responsible for payment of any such taxes.
16. Any party may terminate this Agreement on all or a portion of the Property with or without cause by giving ninety (90) days notice in writing of its intent to do so.
17. All notices, consents, approvals, waivers and elections under this Agreement shall be in writing and shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof when given by: (i) certified mail, postage prepaid, return receipt requested, or (ii) hand delivery to the named individuals below, or (iii) private parcel delivery services or (iv) facsimile transmission for which a receipt is provided to the

notifying party. Notices shall be addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other party:

DISTRICT: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429
ATTENTION: DIRECTOR
DIVISION OF LAND MANAGEMENT
FAX: (386) 329-4848


DOF: DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
ATTENTION: POLICY ANALYST
3125 CONNER BOULEVARD, SUITE I
TALLAHASSEE, FL 32399-1650
FAX: (850) 921-6724

18. As to the property interests of the District, this Agreement is being entered into to promote interagency coordination in management of District lands and to gain increased management efficiency and protection for the natural resources and is being executed pursuant to District Policy 90-16 Cooperative Agreements.
19. Whenever used herein the terms "District," and "DOF", "DACS", or "Manager" include the named party, its officers, employees, successors, and assigns.
20. This Agreement constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter hereof other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties or their authorized representatives.
21. This Agreement shall be construed and interpreted according to the laws of the State of Florida. It shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to the preparation hereof.

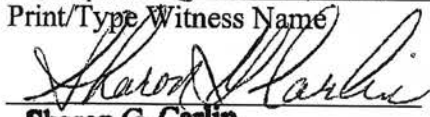
IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement, on the date and year first above written.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

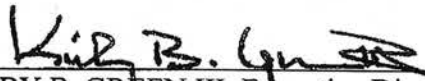
Signed sealed and delivered
In the presence of:



William T.B. Miller
Print/Type Witness Name

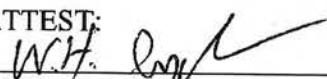


Sharon G. Carlin
Print/Type Witness Name

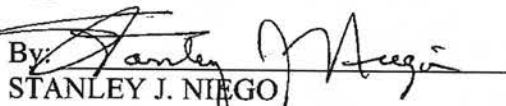
By: 

KIRBY B. GREEN III, Executive Director
Date: January 26, 2011

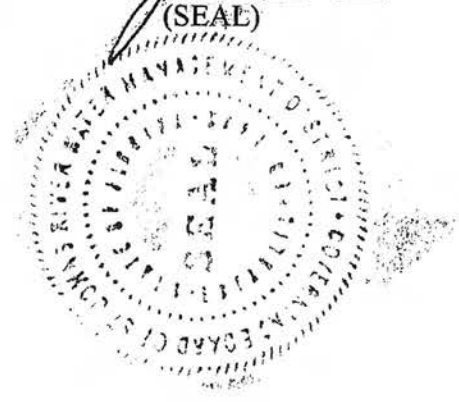
Executed on Jan. 26 20 11
(SEAL)

ATTEST:


WILLIAM H. CONGDON
Deputy General Counsel

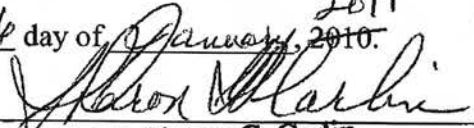
Approved as to form and content
By: 

STANLEY J. NIEGO
Sr. Assistant General Counsel, SJRWMD



STATE OF FLORIDA
PUTNAM COUNTY

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Kirby B. Green III, to me personally known and known to me to be the Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, who being duly authorized, executed the foregoing document, and he acknowledged before me that he executed the same on behalf of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

WITNESS my hand and official seal this 26 day of January, 2011.


Notary Public Sharon G. Carlin



My Commission Expires: 10/29/2012

DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

Signed sealed and delivered
In the presence of:

Christa A. Register
Christa A. Register
Print/Type Witness Name

By: Mike Gresham
MIKE GRESHAM, Director
Division of Administration
Department of Agriculture and
Consumer Services

Susan P. Burch
SUSAN P. BURCH
Print/Type Witness Name

Executed on Nov. 18 20 10

Approved as to form and content
By: [Signature]
Name: _____

STATE OF FLORIDA
LEON COUNTY

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Mike Gresham to me personally known and known to me to be the Director of the Division of Administration of the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES who is personally known to me, and who has executed the foregoing document, and acknowledged before me that he has executed the same.

WITNESS my hand and official seal this 18 day of Nov., 2010.

(NOTARIAL SEAL)

Karen A. Meyer
Notary Public KAREN A. MEYER
My Commission Expires: 10/20/2012



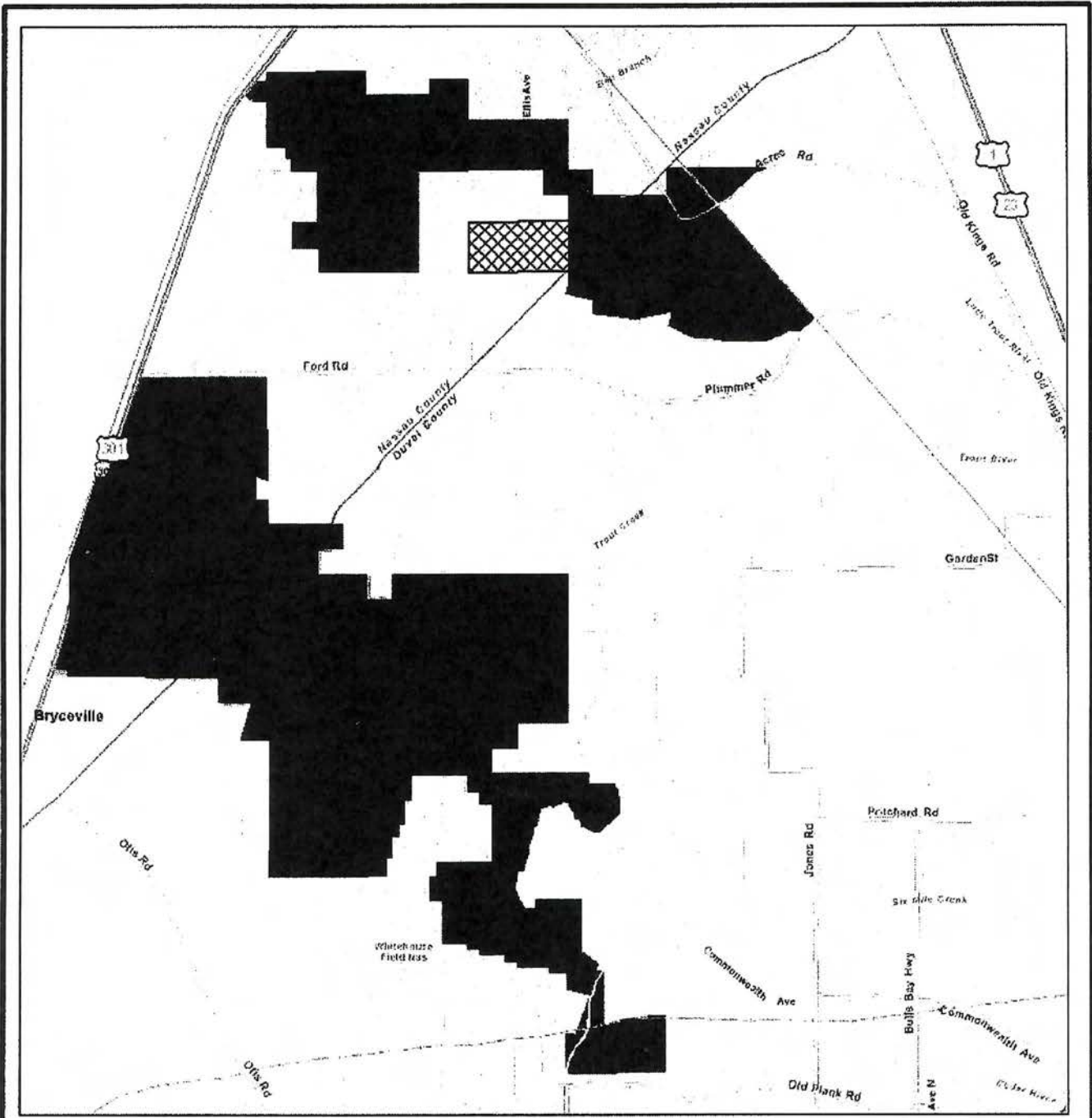


Exhibit - A
Cary State Forest



- Cary State Forest
- Redshirt Farms Tract

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. For more information of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information System, Program Management, P.O. Box 1429, 4049 Reid Street, Palmdale, Florida 32117-1429. Tel: (352) 329-4175.

Exhibit - B

(5)

5 MIN RETURN
378-3511

Prepared by, Record and Return to:
H. Joseph O'Shields, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1300
Jacksonville, FL 32207

INSTR # 200315543
OR BK 01133 PGS 0173-0177
RECORDED 04/29/2003 12:23:10
J. B. CALEY JR.
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES \$4.99

Doc# 2003130567
Book: 11053
Pages: 165 - 169
Filed & Recorded
04/29/2003 04:10:22 PM
JIN FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 21.00
TRUST FUND \$ 3.00
DEED DOC STAMP \$ 6,894.30

Book 11053 Page 165

NOTE TO CLERK: This Deed is being recorded in Duval and Nassau Counties, Florida. Documentary stamps on the full purchase price have been paid in Duval County, Florida.

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made, executed and delivered as of this 22nd day of April, 2003, by REDSHIRT FARMS, LLC, a Florida limited liability company, whose mailing address is 914 Atlantic Avenue Suite A, Fernandina Beach, Florida 32034 ("Grantor") to ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes (Tax Identification #59-1519123), whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee");

WITNESSETH:

THAT GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey to Grantee and Grantee's successors and assigns forever that certain land (the "Land") situated in Duval and Nassau Counties, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with all tenements, hereditaments and appurtenances of Grantor, belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to real estate taxes for the current year and subsequent years.

24.00

KIC

KIC
Chicago Title Insurance
* Env 115 W Adams St
Jax, FL 32202

RESERVING UNTO GRANTOR, its successors and assigns, all plantation pine timber (the "Reserved Timber"), together with the right to harvest and remove the Reserved Timber from that certain area referred to as the "Upland Island" in Exhibit "B" attached hereto and by this reference made a part hereof, for a period ending fifteen (15) months from the date hereof (the "Reserve Period"). The Grantor, its successors, assigns, agents or contractors, during the Reserve Period only may harvest and remove the Reserved Timber on said Upland Island. All Reserved Timber shall be removed, if at all, during the Reserve Period. The Grantor for the Reserve Period only hereby reserves the Reserved Timber together with the right to enter upon the Property with men, machinery and equipment to harvest and remove said Reserved Timber. The Grantee grants to Grantor, its successors, assigns, agents and contractors the right for the Reserve Period to enter upon the land with men, machinery and equipment, together with the rights of ingress and egress thereto if necessary or convenient to Grantor, during the Reserve Period to harvest and remove such Reserved Timber. This reservation shall automatically terminate at the expiration of the Reserve Period without the further action of the parties, and Grantor may in its sole discretion release said rights prior to the end of the Reserve Period. Upon the expiration of the Reserve Period, ownership of and the right to harvest any timber and forest products then remaining on said lands shall belong to Grantee and Grantor shall have no further rights or interest therein or claim thereto.

TO HAVE AND TO HOLD the Property in fee simple forever.

(5)

643408_2.doc

Exhibit - B Continued

Book 11 3 Page 166

Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year above written.

Signed, sealed and delivered in the presence of:

REDSHIRT FARMS, LLC,
a Florida limited liability company

Margaret Wetherben
Print Name: Margaret Wetherben

By: William L. Agricola, II
William L. Agricola, II
Managing Member

James L. Shroads
Print Name: JAMES L. SHROADS

Address: 914 Atlantic Avenue, Suite A
Fernandina Beach, Florida 32034

INSTR # 200315543
OR BK 0133 PG 0174

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of April, 2003, by William L. Agricola, II, the Managing Member of Redshirt Farms, LLC, a Florida limited liability company. He (check one) is personally known to me or has produced a valid driver's license as identification.

James L. Shroads
Notary Public, State of Florida
Name: JAMES L. SHROADS
My Commission Expires: _____
My Commission Number is: _____



James L. Shroads
MY COMMISSION # 00915443 EXPIRES
March 28, 2005
SIGNED FOR TROY FARM INSURANCE, INC

JAX064308_2

-2-

Exhibit – B Continued

Book 11 '3 Page 167

EXHIBIT "A"

Unit 639 N

Parcel Q:

All of Section 21, Township 1 North, Range 25 East, located in Duval County, Florida EXCEPT the part in the East ¼ of Section 21.

Parcel CC:

The NW ¼; North ½ of SW ¼, Section 28, Township 1 North, Range 25 East, Duval County, Florida.

Parcel DD:

That portion of Section 29, Township 1 North, Range 25 East, Duval County, Florida, lying Southeast of county line, less and except any portion lying South and West of Georgia-Southern Railroad.

Unit 640

Parcel 53:

That portion of the East ¼ of Section 20, lying in an Easterly and Southerly direction from the South boundary of that property conveyed by Nocatee-Manatee Crate Company, a corporation, to W.E. McArthur by deed dated October 31, 1950, and recorded in Deed Book 175, Page 453, Township 1 North, Range 25 East, of the current Public Records of Nassau County, Florida.

Parcel 54:

That portion of Section 21, which is located in Nassau County, Florida, (except the part thereof in the E ½ of the NE ¼) lying in the Easterly and Southerly direction from the South and East boundary of that property conveyed by Nocatee Farms & Cattle Company, a corporation to W.E. McArthur by deed dated October 31, 1950, and recorded in Deed Book 175, Page 457, Township 1 North, Range 25 East, of the current Public Records of Nassau County, Florida.

Parcel 56:

That portion of the South ½ of the Northeast ¼ and the Northeast ¼ of the Southeast ¼ and the East ½ of the Southeast ¼ of the Southeast ¼, lying North and East of the Georgia Southern and Florida Railway, of Section 30, Township 1 North, Range 25 East, of the Public Records of Nassau County, Florida.

Parcel 81:

The Northwest ¼, less the NW ¼ of NW ¼, less and except any portion lying South and West of Georgia Southern and Florida Railway Section 29, 1 North, Range 25 East, Nassau County, Florida, also known as that portion of Section 29, Township 1, North, Range 25 East lying in

INSTR # 200315543
DR BK 01133 PG 0175

Exhibit – B Continued

Book 1 '53 Page 168

Nassau County less and except the NW ¼ of NW ¼, and less and except any portion lying South and West of Georgia Southern and Florida Railway.

Parcel 52:

The South ¼ of Section 36, Township 1 North, Range 24 East, Public Records of Nassau County, Florida.

Additional Parcel:

That portion of land in Township 1 North, Range 25 South, Nassau County, Florida, bounded on the North by Section 21, and bounded on the West by Section 29, and bounded on the Southeast by run of Thomas Swamp, being the Nassau County boundary pursuant to Florida Statute 7.45.

INSTR # 200315543
OR BK 01133 PG 0176

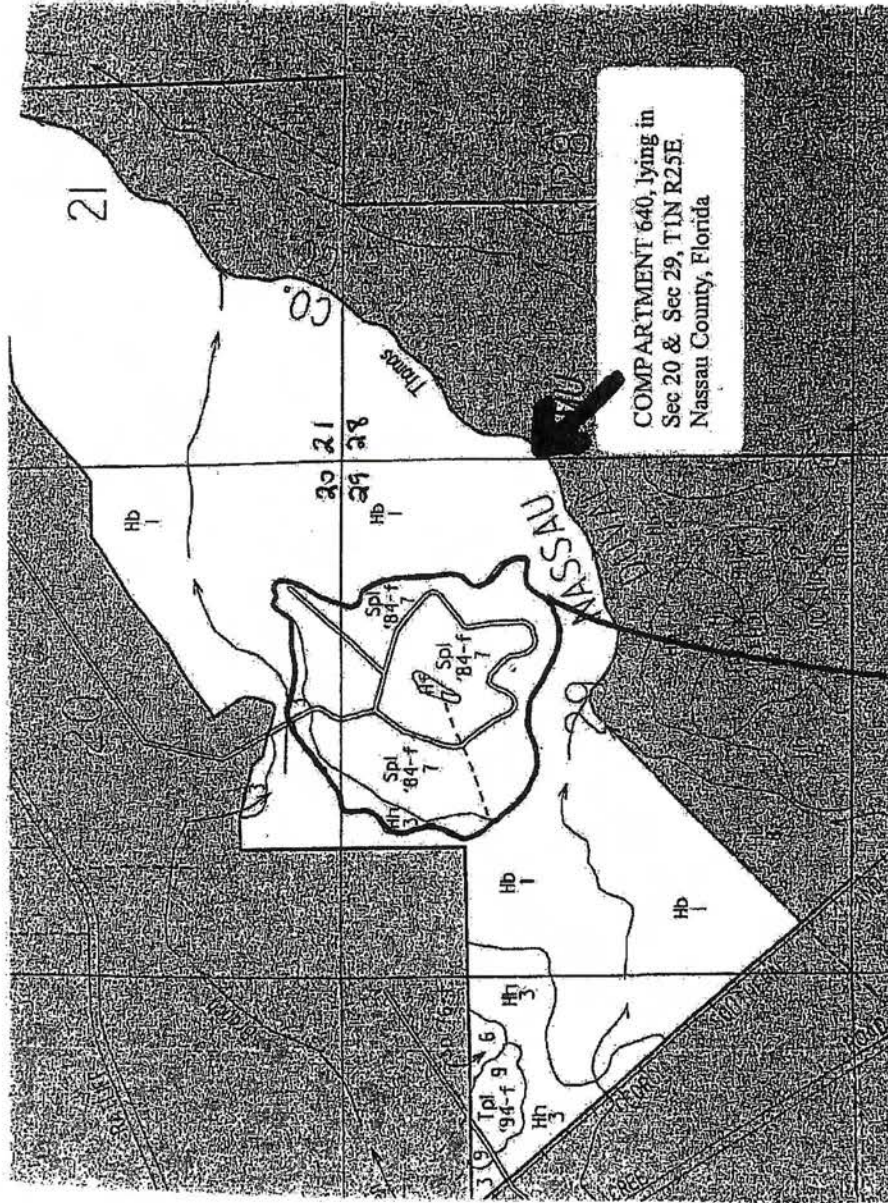
JAX0653746_1

-2-

Exhibit - B Continued

INSIR # 200315543
DR BK 01133 PG 0177
EXHIBIT B

TIMBER typed as "Spl '84-f" on Compartment 640, lying in and being a portion of Section 20 and Section 29, Township 1 North, Range 25 East, Nassau County, Florida, generally located as shown upon the map below:



This instrument was prepared by and after recording please return to:
Timothy A. Burleigh
TIMOTHY A. BURLEIGH, P.A.
2905 Corinthian Avenue, Suite 6
Jacksonville, Florida 32210

Book 10570 Page 1404

Doc# 2002195199
Book: 10570
Pages: 1404 - 1408
Filed & Recorded
07/12/2002 03:31:10 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 3.00
NEED DOC STAMP \$ 0.70
RECORDING \$ 21.00

Property Appraiser's Parcel
Identification Nos.:
001322-0000 001347-0000
001329-0000 001348-0000
001334-0000 001350-0000
001335-0000 001351-0000
001336-0000 001353-0000

GENERAL WARRANTY DEED AND ASSIGNMENT

THIS INDENTURE, made as of July 1, 2002, between **THE MONTICELLO COMPANIES, INC.**, formerly known as MONTICELLO DRUG COMPANY, INC., a Florida corporation, the address of which is 1604 Stockton Street, Jacksonville, Florida 32204 ("Grantor"), and **THE CITY OF JACKSONVILLE**, a body politic and corporate within Duval County, Florida, the address of which is City Hall, St. James Building, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors, and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, the following described land situate, lying, and being in Duval County, Florida:

See Exhibit A attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

To have and to hold the same unto Grantee in fee simple forever.

Grantor, for the same consideration, assigns to grantee all of Grantor's rights, as to the lands conveyed hereby only, under that certain Agreement between Monticello Drug Company

NOTICE TO CLERK: Under Florida Administrative Code Rule 12B-4013(4), Florida documentary stamp tax is not due on this instrument, which is given under threat of eminent domain proceedings.

and St. Regis Paper Company dated September 1, 1953, and recorded in Official Records Book 5174, page 494, public records of Duval County, Florida, as heretofore amended of record, and to all sums accruing thereunder after June 30, 2002.

AND Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.


CONSERVATION EASEMENT. In order to protect and buffer certain adjoining lands of Grantor, the Grantor hereby reserves unto itself, its successors and assigns, a conservation easement ("Conservation Easement") in perpetuity which: (i) disallows on that portion of the Property which lies within 1,320 feet of the common boundary of [a] the Property and [b] the retained lands of the Grantor more particularly described on Exhibit B attached hereto and referred to hereafter as the "Benefited Lands," game hunting and all other recreational use of firearms; and (ii) disallows on that portion of the Fee Property which lies within 300' of the common boundary of [a] the Property and [b] the Benefited Lands, the establishment, existence, or use of paved roads, buildings, camp sites, picnic areas, bike paths, hiking trails or any other improvements, uses or activities save only [1] ingress and egress to the balance of the Fee Property, and [2] forestry operations. The benefit of the Conservation Easement shall be enforceable only by Grantor and such of Grantor's successors in title to the Benefited Lands who at the time enforcement is sought: (i) shall have been specifically granted enforcement rights by Grantor in a recorded document; and (ii) then own a part of the Benefited Lands which lies adjacent to any part of the Fee Property encumbered by this Conservation Easement. The Conservation Easement shall be perpetual in duration and shall run with the title to the Benefited Lands and the Fee Property. In the event the Grantor becomes aware of a violation of the Conservation Easement, the Grantor shall give written notice to the Grantee, and request corrective action sufficient to abate such violation. Failure by the Grantee to discontinue such violation, or commence and diligently continue abatement or such other corrective action as may be practicable, within 30 days after receipt of such notice shall entitle the Grantor (i) to bring an action at law or equity to enforce the terms of the Conservation Easement in a court of competent jurisdiction in Duval County, (ii) to require the restoration of the easement property to its prior condition to the extent practicable, and (iii) to enjoin such non-compliance by temporary or permanent injunction in a court of competent jurisdiction in Duval County. The prevailing party in any lawsuit brought as a result of such violation shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs including fees and costs on appeal. Grantor's rights shall apply to actual or threatened violation of the Conservation Easement, and Grantee agrees that Grantor's remedies at law for any violation of the terms of the Conservation Easement may be inadequate and that in such case Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the terms of the Conservation Easement. Grantor's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantee hereby waives any defense of laches, adverse possession or prescription. Forbearance by Grantor to exercise its rights hereunder shall not be deemed or construed to be a waiver of Grantor's rights hereunder.

Grantor hereby indemnifies Grantee against any Florida documentary stamp tax, interest thereon, and penalties that may be found to be due on this deed.

IN WITNESS WHEREOF Grantor has hereunto set Grantor's hand and seal, as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

THE MONTICELLO COMPANIES, INC.



(Signature of first witness)

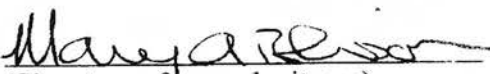
By 

Thomas S. Dean, Executive Vice President

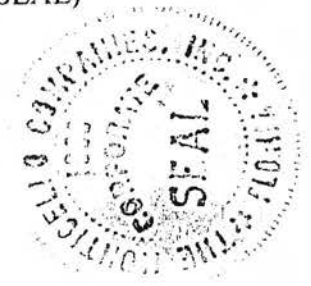
SUSAN CROUSE

(Printed name of first witness)

(CORPORATE SEAL)



(Signature of second witness)

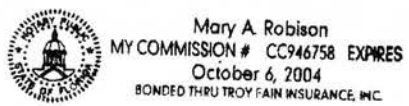


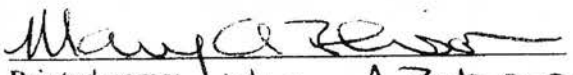
Mary A Robison

(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28 day of June, 2002, by Thomas S. Dean as Executive Vice President of The Monticello Companies, Inc., a Florida corporation, on behalf of the corporation. He () is personally known to me or () produced _____ for identification.





Printed name: Mary A Robison
Notary Public, State of Florida
My commission expires: 10/06/04
Commission no. CC946758

EXHIBIT A

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL, STATE OF FLORIDA, TO-WIT:

The following parts of Section 15, Township 1 South, Range 24 East, to wit: The Easterly 3/4's of the Northwest 1/4 of the Southeast 1/4, together with;

Section 23, Township 1 South, Range 24 East, Less and Except the Northwest 1/4 of the Northwest 1/4, the West 1/2 of the Southwest 1/4 of the Northwest 1/4, West 1/2 of the Northwest 1/4 of the Southwest 1/4; together with;

All of Section 26, Township 1 South, Range 24 East; together with;

All of Section 27, Township 1 South, Range 24 East; together with;

The following parts of Section 28, Township 1 South, Range 24 East, to wit: the Northeast 1/4 of the Northeast 1/4, that part of the South 1/2 of the Northeast 1/4 lying Easterly of the Easterly boundary of that certain Power line recorded in Official Records Book 581, Page 403, and that portion of the North 1/4 of the Southeast 1/4 lying Easterly of said Power line recorded in Official Records Book 581, Page 403; together with;

All of Section 34, Township 1 South, Range 24 East; together with;

The West 1/2 of Section 35, Township 1 South, Range 24 East, Less and Except the Southeast 1/4 of the Southwest 1/4, the South 3/4's of the East 1/4 of the Southwest 1/4 of the Southwest 1/4, the South 1/2 of the West 1/4 of the Northeast 1/4 of the Southwest 1/4, the East 3/4's of the Northeast 1/4 of the Southwest 1/4, the East 1/2 of the Southeast 1/4 of the Northwest 1/4, East 1/4 of the Northeast 1/4 of the Northwest 1/4.

TNC/Monticello Fee

EXHIBIT B

Legal Description of the Benefitted Lands

All of the following lands lying within Township 1 South, Range 24 East, in Duval County, Florida:

The East 3/4 of the Northwest 1/4 of the Southeast 1/4 of Section 15; all of Section 23 (except the Northwest 1/4 of the Northwest 1/4; the West 1/2 of the Southwest 1/4 of the Northwest 1/4; and the West 1/2 of the Northwest 1/4 of the Southwest 1/4); all of Section 26 and Section 27; all of Section 28 (except the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4); in Section 32: the Northeast 1/4; the Southeast 1/4 of the Northwest 1/4; the South 1/2 of the Southeast 1/4; and the East 1/2 of the Southeast 1/4 of the Southwest 1/4; all of Sections 33 and 34; and in Section 35: the Northwest 1/4 (except the East 1/2 of the East 1/2 of the Northeast 1/4 of the Northwest 1/4; the East 1/2 of the Southeast 1/4 of the Northwest 1/4); and the Southwest 1/4 (except the East 3/4 of the Northeast 1/4 of the Southwest 1/4; the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4; and the East 1/2 of the Southwest 1/4 of the Southwest 1/4).

LESS AND EXCEPT THE FOLLOWING:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF JACKSONVILLE, COUNTY OF DUVAL, STATE OF FLORIDA, TO-WIT:

The following parts of Section 15, Township 1 South, Range 24 East, to wit: The Easterly 3/4's of the Northwest 1/4 of the Southeast 1/4, together with;

Section 23, Township 1 South, Range 24 East, Less and Except the Northwest 1/4 of the Northwest 1/4, the West 1/2 of the Southwest 1/4 of the Northwest 1/4, West 1/2 of the Northwest 1/4 of the Southwest 1/4; together with;

All of Section 26, Township 1 South, Range 24 East; together with;

All of Section 27, Township 1 South, Range 24 East; together with;

The following parts of Section 28, Township 1 South, Range 24 East, to wit: the Northeast 1/4 of the Northeast 1/4, that part of the South 1/2 of the Northeast 1/4 lying Easterly of the Easterly boundary of that certain Power line recorded in Official Records Book 581, Page 403, and that portion of the North 1/4 of the Southeast 1/4 lying Easterly of said Power line recorded in Official Records Book 581, Page 403; together with;

All of Section 34, Township 1 South, Range 24 East; together with;

The West 1/2 of Section 35, Township 1 South, Range 24 East, Less and Except the Southeast 1/4 of the Southwest 1/4, the South 3/4's of the East 1/4 of the Southwest 1/4 of the Southwest 1/4, the South 1/2 of the West 1/4 of the Northeast 1/4 of the Southwest 1/4, the East 3/4's of the Northeast 1/4 of the Southwest 1/4, the East 1/2 of the Southeast 1/4 of the Northwest 1/4, East 1/4 of the Northeast 1/4 of the Northwest 1/4.

TNC/Monticello Fee

TNC/Monticello Seller's other land