

## CONSERVATION EASEMENT

**THIS AGREEMENT** made and entered into this 28<sup>th</sup> day of July, 2008, by and between James E. Shuler having a mailing address of P.O. Box 760, Blountstown, Florida, 32424 (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida 32333-9700 (hereinafter referred to as **Grantee**).

### WITNESSETH:

**WHEREAS**, Grantor is the sole owner in fee simple title of certain lands in Liberty County, Florida, described in Exhibit "A" attached hereto, hereinafter referred to as the "Protected Property"; and,

**WHEREAS**, the parties recognize the natural scenic and special characteristics of the Protected Property and with both parties having a common purpose of conserving, restoring and enhancing the natural values and character of the Protected Property, Grantor agrees to convey to Grantee a Perpetual Conservation Easement on, over and across the Protected Property which conserves the value, character, and ecological integrity of the Protected Property and provides for wetland mitigation restoration and enhancement activities which will increase the natural value and character of the Protected Property, and prohibits future development activity on the Protected Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2006), except as modified herein; and,

**WHEREAS**, the parties recognize the conservation, restoration and enhancement of the Protected Property may be best achieved through a combination of preservation, restoration and/or mitigation and which shall be preserved in perpetuity and shall be subject to conditions of any subsequent Federal and State of Florida permits associated with the mitigation.

**WHEREAS**, Grantor desires to assist Grantee in the protection, restoration and enhancement of the natural character and ecological integrity of the Protected Property.

**WHEREAS**, a map of the property documenting the relevant features of the Protected Property dated July 28, 2008, is attached hereto as Exhibit "B" and provides a representation of the Protected Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant (hereinafter referred to as the "Baseline Documentation").

**WHEREAS**, the Baseline Documentation shall serve as an accurate representation of the physical, ecological and biological condition of the Protected Property at the time of this grant.

**NOW, THEREFORE**, Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged by the Grantor, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Protected Property pursuant to Section 704.06, Florida Statutes (2006), except as modified herein and further agrees as follows:

1. **PURPOSE:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Protected Property in their natural, vegetative, hydrologic, scenic, open, silvicultural or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland habitats that are restored or enhanced shall be retained and maintained in the restored or enhanced condition in perpetuity and as may be required by subsequent associated Federal or State of Florida permits as specified below.
  
2. **RIGHTS TO GRANTEE.** To carry out the purpose of this Conservation Easement and the mitigation, the following rights are conveyed to the Grantee with respect to the Protected Property, and to Federal and State of Florida regulatory agency representatives, as appropriate, with respect to that certain property delineated in Exhibit "C" (hereinafter referred to as the "Mitigation Areas") to assure permit compliance for any mitigation activities within the Mitigation Areas, described in but not limited to those activities delineated in Exhibit "D."
  - A. The right to take action to preserve and protect the environmental value of the Protected Property; and
  
  - B. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Protected Property that may be damaged in the future by any inconsistent activity or use; and
  
  - C. The right to enter upon and inspect the Protected Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and
  
  - D. The right to enter upon the Mitigation Areas at any time during the duration of this Conservation Easement and conduct restoration and/or mitigation work for those activities described on Exhibit D and other similar restoration and/or mitigation work deemed necessary by the Grantee in its sole discretion with respect to the Mitigation Areas; provided however, none of the mitigation activities shall (i) prevent access to Grantor to any portion of the Protected Property, or (ii) lower the surface elevation of any existing roadway or bridge except to bring previously altered drainage areas or sites into compliance with wetland restoration plans and permits to restore the natural hydrologic regime; and
  
  - E. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein; and to prevent the occurrence of any prohibited activities hereinafter set forth.

3. **PROHIBITED USES.** Except for mitigation, restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by permits for activities within the Mitigation Areas, the Grantor shall have the exclusive use of the Protected Property, except as herein limited and agrees that as to the Protected Property, Grantor shall not:
- A. **Subdivide.** Subdivide the Protected Property more than twice into three parcels. Each parcel resulting from said subdivision shall not be less than 40 acres in size.
  - B. **Construction.** Construct or place buildings, roads, signs, billboards or other advertising, utilities or other structures on or under the Protected Property except as allowed in the Reserved Rights provision of this Conservation Easement. Regulating signs that prohibit hunting or trespassing or signs identifying the use, owner or name of the Protected Property are allowed.
  - C. **Construction of Roads.** Construct new roads, improve by hard surfacing or building up, or expand the number of lanes in existing roads without written permission of Grantee. Grantor may construct temporary roads for access for permitted uses.
  - D. **Mitigation Areas.** Permit acts or uses detrimental to the Mitigation Areas and mitigation activities on the Mitigation Areas which may be permitted or required by permits.
  - E. **Surface Use.** Permit acts or uses detrimental to surface conditions except for purposes that permit the land or water area to remain in its natural condition.
  - F. **Retention Areas.** Permit acts or uses detrimental to natural and manmade land or water retention areas as exist on the Protected Property.
  - G. **Drainage.** Permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, floodplains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase the drainage of water nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching or road construction.
  - H. **Contamination.** Dump or place any soil (except as authorized under Paragraphs 3.L., and 4.F., G., and H), trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Protected Property.

- I. **Exotic Plants.** Intentionally plant and grow plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) or category II (shown to have a potential to disrupt native plant communities) invasive species in the last list published by the Florida EPPC prior to such planting. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall agree on a similar list by which this prohibition shall be measured. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the greatest degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances without the consent of the other party after notice.
- J. **Endangered Species.** Commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency. The parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental agencies and, if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Conservation Easement.
- K. **Archaeological Sites.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- L. **Minerals Removal.** Explore for, or extract for commercial purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, or other material except that the mining and removal of sand to maintain roads on the Protected Property shall be permitted in pine timber areas.
- M. **Fish, Wildlife or Other Habitats.** Permit activities or use, other than legally allowable hunting or fishing, of the Protected Property which damages fish, wildlife or other habitats.
- N. **Removal of Vegetation.** Except as provided in Paragraph 4.F below and as may be permitted by permits, cut, remove or destroy existing timber, trees, shrubs or other vegetation in the wetlands or within a 300' buffer adjacent to the preserved, restored, created and enhanced wetlands within the Mitigation Areas as delineated in Exhibit

“C” and there shall be no conversion of said wetlands. Grantee shall have complete timber rights in the wetlands, cypress wetlands, hydric hammock, mixed bottomland hardwoods or other isolated wetland forests as shown on Exhibit “B” but such rights are subject to the provisions of this Conservation Easement.

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantee may, at its sole discretion, enter upon the Protected Property to cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from which such timber is removed. All costs for cutting and removal and restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

Grantee may enter into a contract with the Grantor for Grantor to harvest said timber, with the distribution of proceeds to be determined by the parties by mutual consent.

**O. Permits.** Conduct any required permitted activity without prior consent of the Grantee unless authorized under Paragraph 4 below, and all required permits from the Florida, Federal, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the Grantor from following accepted permitting practices for environmental activities. Grantee shall comply with all Federal, Florida and local governmental agencies’ regulations, and restrictions, including but not limited to environmental resource permits and drainage permits.

**P. Interference with Restoration and/or Mitigation Work Authorized under this Easement.** Interfere with, undo, modify or change in any way any work done by Grantee on the Mitigation Areas for restoration and/or mitigation purposes, including, but not limited to, any work described on Exhibit D attached hereto or any other work designated as for restoration and/or mitigation by Grantee.

**4. RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below), provided that uses of the restored, created and enhanced wetlands contained within the Mitigation Areas are also not inconsistent with Federal, State of Florida or local government agencies’ rules, permits, statutes, laws, ordinances, regulations, restrictions or the intent and purpose of this Conservation Easement. **Rights not specifically reserved herein are not permitted.**

**A. Sale or Transfer of Interest.** Grantor’s rights herein may not be transferred, assigned, encumbered or in any way alienated without the prior written notification to Grantee. Grantor may mortgage its interest in the Protected Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.

- B. Hunting and Fishing.** To observe, maintain, photograph, hunt (including with bird dogs or retrievers), remove, and harvest wildlife, and engage in fishing on the Protected Property so long as such activities are in compliance with Federal, State of Florida and local governmental agencies' rules, permits, statutes, laws, ordinances, regulations, and restrictions and do not conflict with the mitigation activities in the Mitigation Areas.
- C. Recreational and other Activities.** Grantor retains the right to engage in the following activities on the Protected Property: camping, horseback riding, filmmaking, entertainment functions, educational functions, religious functions, honey production, trapping, collection of dead trees for firewood, collection of acorns, nuts, mushrooms, insects, worms, and other flora and fauna excluding species listed under Paragraph 3.J., vehicular and boating use, skeet and target shooting, touring or tour activities, and similar or related activities and functions, and regardless whether personal or commercial, so long as such activities are in compliance with Federal, Florida and local statutes, ordinances, regulations and permits, and are consistent with the purposes of this Conservation Easement and as long as these activities do not conflict with mitigation or restoration of the Mitigation Areas. Grantor shall provide at least two weeks notification to Grantee of any proposed or planned recreational and other activity that exceeds 65 people, especially for filmmaking, entertainment, educational and religious functions and touring and tour activities. Grantee may not prohibit the above recreational and other activity rights of Grantor unless Grantee can provide compelling evidence that such activities may violate the terms and conditions of the Conservation Easement. The foregoing activities shall not cause or result in a change to the natural and physical character of the Protected Property.
- D. Wildlife Food Plot.** A maximum of ninety (90) acres of plantable area existing within the Protected Property as shown on Exhibit "B" are being used for food plots for wildlife food plantings. If the Protected Property described in Exhibit "A" is subdivided pursuant to Paragraph 3A above, then the maximum plantable area for wildlife food plot purposes within the subdivided Protected Property described in Exhibit "A" shall be as it exists as of June 13, 2008 per Exhibit "B". Grantor retains the right to maintain and/or build a total of ten (10) permanent hunting stands on the Protected Property. Each permanent hunting stand on the Protected Property shall be no greater than 4' x 8' in size.
- E. Lease or License.** Grantor retains the right to lease or license all or part of the Protected Property for hunting, fishing, or other activities listed in Paragraph 4.C, so long as the Protected Property is maintained in a manner consistent with this Conservation Easement. The lessee or licensee must agree to be bound by the terms of this Conservation Easement and the lease or license must explicitly reference the terms of this Conservation Easement.
- F. Forestry Operations/Silviculture.** Forestry ("Silviculture") management and operations are permitted but shall only be conducted on pine plantation areas as

shown on Exhibit "B" and designated as land cover codes. Pine straw harvesting will also be permitted on the pine plantation areas only, not to exceed twenty (20) percent, of the silvicultural acreage per year. The Grantor may not convert this pine plantation acreage to a more intensive use than conventional forestry activities would allow. Grantor shall have the right to practice silviculture on 674.71 acres of the Protected Property. Unless otherwise defined herein, all silviculture operations shall be in compliance and in accordance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2000 Edition or such later edition as may then be in effect.

Unless prohibited by permits, Grantor may conduct thinning harvests within the Mitigation Areas 300' buffer areas no sooner than 15 years after successful restoration or enhancement per permits and per allowable silviculture activities as outlined in Best Management Practices (BMP's). Thinning harvests in identified forested buffer areas shall not remove more than 50 percent of the total basal area per acre of merchantable pine species at any given time within identified forested buffer areas. The overall forest management goal or objective is to restore the forested buffer areas toward an old growth, unevenaged forest management regime.

Grantor may also conduct the limited cultivation of native fruit trees and native nursery stock trees on the Protected Property, excluding within the Mitigation Areas. The combined total acreage of all native fruit and nursery stock trees on the Protected Property shall not exceed a total of 20 acres.

- G. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to replace, repair and/or maintain and expand roads, bridges, culverts, fences, road signs and drainage structures or other structures that exist on the Protected Property as of the date hereof so long as the character of the improvements is not substantially changed and does not compromise restoration, enhancement or mitigation efforts on the wetlands within the Mitigation Areas permitted or required by permits.
- H. **Access.** The Grantor shall have right to control access including signs, fences and gates to the Protected Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Conservation Easement does not convey any rights to the public for physical access to the Protected Property and the public shall have no such rights.

Grantor retains the right to allow public access to the Cave In Boat Ramp and one-acre parking lot adjacent thereto through an easement with the Liberty County Board of County Commissioners via Chason Cemetery Road. Grantor agrees that said easement with Liberty County Board of County Commissioners can be terminated by it with thirty (30) days notice and without cause.

Grantor retains the right to construct and maintain on the Protected Property up to

two access roadways to the two new allowed residences, but access roadways shall not go across Mitigation Areas unless the access roadway(s) contemplated are used by Grantee for restoration and management purposes. Access roadways are prohibited in natural water retention areas and permeable materials shall be used on access roadways and driveways. Grantor must request permission to use any particular permeable material; however, Grantee must approve any reasonable request. Ground asphalt material is expressly prohibited for use on access roadways and driveways.

- I. **Residential Use.** Three residences, together with supporting buildings and amenities, are allowed on the Protected Property. The existing camp house on the Protected Property as identified on Exhibit B will serve as one of the three residences, and which may be improved or expanded in accordance with this subparagraph. The residence sites are exempt from the prohibited uses recited herein to the extent that the prohibited uses conflict with the residential uses. The total impervious surface associated with each residence and other buildings on the Protected Property shall not exceed 43,560 square feet or one acre (including existing camp house).

In addition, Grantor is allowed to maintain the existing camp house whose location is depicted on Exhibit "B" and, in the event the camp house is destroyed, Grantor may construct an equivalent structure within the footprint of the existing camp house. It is understood that each residential site shall be allowed to have water, power, cable, sewage and other utilities brought to it over the Protected Property along approved access roads unless utilities can be co-located on existing ROW's that do not cross Mitigation Areas. Grantee's approval of the above shall not be unreasonably withheld by Grantee.

5. **DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Protected Property; provided that Grantee shall not conduct any activity on the Protected Property prohibited to Grantor by the terms of this Conservation Easement except for those activities specifically authorized to Grantee. Grantee shall notify the appropriate Federal and State of Florida regulatory agencies in writing of any intention to assign this Conservation Easement to a new grantee and must receive acceptance of this assignment in writing. The new grantee shall then deliver a written acceptance to the appropriate Federal and State of Florida regulatory agency. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument must be furnished to the appropriate Federal and State of Florida regulatory agency. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment.
6. **INSPECTION.** Grantee and its agents, including Federal and State of Florida regulatory agencies associated with permits and mitigation activities, employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Protected Property, or the applicable Mitigation Areas, in a reasonable manner and at reasonable times



with advanced notification to Grantor to determine and insure that the Grantor is complying with the covenants and prohibitions contained in this Conservation Easement. Grantee shall have the right to proceed at law or in equity to enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee in accordance with this Conservation Easement.

Notwithstanding the above, Grantee shall have the right to enter, inspect and conduct restoration activities within the Mitigation Areas and on the Other Mitigation Areas (31 sites) depicted in Exhibit C without advanced notification of Grantor after issuance of a permit or permits and Grantee has initiated restoration and/or mitigation work for those activities described on Exhibit D and other similar restoration and/or mitigation work deemed necessary by the Grantee in its sole discretion with respect to the Mitigation Areas. Under the above circumstances, Grantee, in lieu of advanced notification, shall provide Grantor a schedule of restoration activities or work with an accompanying calendar listing the date, day and times that Grantee and its agents, employees and officers (along with accompanied invitees and guests) shall be on the Mitigation Areas and Other Mitigation Areas (31 sites).

7. **BASELINE DOCUMENTATION.** A map documenting the relevant features of the Protected Property dated July 28, 2008, is attached hereto as Exhibit "B" and provides a representation of the Protected Property which is intended to serve as an objective information baseline (the "Baseline Documentation"), which is determined by the Grantee, for monitoring compliance with the terms of this Conservation Easement. The Baseline Documentation shall serve as an accurate representation of the physical, ecological and biological condition of the Protected Property at the time of this Conservation Easement, against which compliance with this Conservation Easement will be based. The Baseline Documentation 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 or biological condition of the Protected Property, the parties shall utilize the Baseline Documentation.
8. **DURATION OF EASEMENT.** This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its heirs, agents, representatives, successors and assigns and all other successors who have an interest in the Protected Property and this Conservation Easement shall continue as a servitude running in perpetuity with the Protected Property.
9. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning on the Protected Property so long as the Grantor uses a properly certified burner and complies with all Federal, Florida and local

government agencies' statutes, laws, ordinances, rules, regulations, and restrictions. Grantor shall notify Grantee of any controlled burning not less than three business days prior to the commencement of the burning.

10. **LAND USE.** The land use of the Protected Property is as set forth in Exhibit "B." Grantor agrees that during the term of this Conservation Easement Grantor and its heirs, agents, representatives, successors and assigns shall not change the land use without Grantee's prior written approval except as otherwise provided herein.
11. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Protected Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
12. **MODIFICATION.** This Conservation Easement may be modified only by mutual written, signed modification agreement by and between the Grantor and the Grantee and their respective successors and assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2006) as modified or amended. Such modifications must first be approved by Federal and State of Florida regulatory agencies as appropriate for the Mitigation Areas. No such modification shall be effective unless and until recorded in the public records of the county in which the Protected Property is located.
13. **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 or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: James E. Shuler  
P.O. Box 670  
Blountstown, Florida 32424

To the Grantee: Northwest Florida Water Management District  
Director, Division of Land Management  
and Acquisition  
81 Water Management Drive  
Havana, Florida 32333

With a copy to: Pennington, Moore, Wilkinson, Bell and Dunbar  
215 South Monroe Street, 2<sup>nd</sup> Floor  
Tallahassee, Florida 32301  
Attn: Mr. Breck Brannen

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

14. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Protected Property and have the common purpose and intent of the conservation and preservation of the Protected Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Protected Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 4 hereof.
  
15. **MEDIATION.** From time to time the terms and conditions of this Conservation 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 Conservation Easement, then 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 mediator mutually acceptable to the parties having expertise in the subject matter in dispute. This mediation provision is intended to apply only to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Conservation Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph 18 hereof.
  
16. **ARBITRATION.** In the event either party disputes the issues of natural resource management, rather than filing an action in a court, the dispute may be submitted to arbitration, to an arbitrator selected by both parties. Once the parties mutually select arbitration as the means to settle or determine a disputed issue, that issue may not be presented to a court for a decision except on appeal or for a court to enforce. In the event the parties are unable to agree on one arbitrator, then each party shall name one arbitrator, and the two arbitrators so chosen shall select a third arbitrator. The decisions of the arbitrator(s) shall be final and both parties shall abide thereby as if the same were a final judgment of a court of law. The arbitrator(s) shall set the rules and procedure of the arbitration. Arbitrator(s) selected must have not less than fifteen (15) years' experience in natural resources management. The arbitrator(s) shall allocate the costs of the arbitration to be paid by the parties. The matter, if arbitrated, shall be submitted to the arbitrator(s) within ten (10) working days of the date either party requests arbitration and after the arbitrator(s) have been selected. The arbitrator(s) will be required to issue a ruling within five (5) business days after the completion of the arbitration.
  
17. **AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Protected Property. Grantor shall have the right to contest tax appraisals, assessments, taxes and other charges on the Protected Property.

- 18. INSPECTION AND ENFORCEMENT.** Grantee and its agents, including Federal and State of Florida regulatory agency representatives, and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Protected Property, especially the permitted, restored, created and/or enhanced wetlands contained within the Mitigation Areas, in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee or Federal and State of Florida regulatory agencies to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee or Federal and State of Florida regulatory agencies to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Protected Property's various land use/cover types and enhance monitoring compliance with the terms and conditions of this Conservation Easement, the Grantee will install a number of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by both parties. Current 360 degree fixed photo-points consist of a one and one-quarter inch diameter galvanized pipe topped with a galvanized metal or plastic PVC end cap. Each fixed photo-point pipe will be driven or buried into the ground with approximately 12 to 18 inches of the pipe sticking above ground level. Each fixed photo-point pipe location will be permanently identified via GPS coordinates in case of unintentional disturbance or destruction. Other identifying markings, e.g. orange paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by both parties.

The number of 360 degree fixed photo-points installed on the Protected Property will be at the discretion of the Grantee and located in such a manner as to not interfere with Grantor's allowable uses of the Protected Property and they shall not be located in such a manner to detract from the aesthetics of the Protected Property. The location and number of installed 360 degree fixed photo-points on the Protected Property shall not preclude Grantee from obtaining additional photographic documentation of the Protected Property to monitor compliance with the terms and conditions of this Conservation Easement.

- 19. TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer or assign in whole or in part its interest in this Conservation Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the preservation of sites or properties; however, any successor or assignee shall take Grantee's interest in this Conservation Easement subject to the reservations, restrictions and obligations of Grantor as to the use of the Protected Property as provided herein. Such transfer or assignment shall be done in accordance with Sections 5 and 8 of this Conservation Easement.
- 20. HAZARDOUS WASTES.** Should Grantor at any time during existence of this Conservation Easement deposit, place or release on the Protected Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or

Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Protected Property, due to the release or alleged release of a hazardous waste on or under the Protected Property, or gaseous emissions from the Protected Property and other conditions on the Protected Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Protected Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws or regulations.

21. **ATTORNEYS' FEES.** If either party or Federal and State of Florida regulatory agencies employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails in any enforcement action, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise except that such costs and fees shall not be recoverable against the Federal and State regulatory agencies. In addition, if Grantee and/or the Federal and State of Florida regulatory agencies prevail in an enforcement action, Grantee and/or the Federal and State of Florida regulatory agencies shall be entitled to recover the cost of restoring the land to natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by permits, as applicable.
22. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its heirs, agents, representatives, successors and assigns and all other successors who have an interest in the Conservation Easement and the Conservation Easement shall continue as a servitude running in perpetuity with the Protected Property.
23. **FIRST RIGHT OF REFUSAL.** In the event Grantor desires to sell the Protected Property to a third party not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Protected Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Protected Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Protected Property to Grantee prior to any subsequent sale to a third party.

**24. MISCELLANEOUS.**

A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.

B. The rights granted to Grantee and the covenants agreed to by Grantor, and the rights and privileges of Grantor retained herein, shall not only be binding upon and inure to the benefit of Grantor, but also upon its heirs, agents, representatives, successors and assigns and all other successors who have an interest in the Protected Property, and this Conservation Easement shall continue as a servitude running in perpetuity with the Protected Property.

C. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes (2006), as amended from time to time, or any other law providing limitations on claims.

D. Pesticides or herbicides must be applied according to Best Management Practices (BMP's) if applicable or, in their absence, in accordance with current label instructions.

E. Fertilizer shall be applied according to Best Management Practices (BMP's) if applicable or, in their absence, at rates or in a manner that will protect surface water and ground water.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Conservation Easement to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: J. Kendrick Tucker

[Signature]  
James E. Shuler

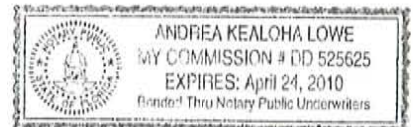
[Signature]  
Print Name: Breck Brannen

STATE OF FLORIDA  
COUNTY OF Stearns

The foregoing instrument was acknowledged before me by James E. Shuler who is personally known to me or has produced FL.DL# 5460445403380 as identification, this 28<sup>th</sup> day of July, 2008.

[Signature]  
Signed

ANDREA KEALOHA LOWE  
Printed  
NOTARY PUBLIC  
My Commission Expires:  
(seal)



Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: Sarah O. Martin

[Signature]  
NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT  
By: Douglas E. Barr

[Signature]  
Print Name: Carol L. Bert

STATE OF FLORIDA  
COUNTY OF Gadsden

The foregoing instrument was acknowledged before me by Douglas Barr, as Executive Director of the Northwest Florida Water Management District, who is personally known to me or has produced \_\_\_\_\_ as identification, this 25<sup>th</sup> day of July, 2008.

Robin K. Tucker  
Signed

Robin K. Tucker  
Printed

NOTARY PUBLIC

My Commission Expires: 5/28/12  
(seal)





EXHIBIT A

Inst:200839000861 Date:07/31/2008 Time:10:22 AM

Doc Stamp-Deed:14320.60

DC,Robert Hill,Liberty County B:182 P:55

**Thurman Roddenberry and Associates, Inc.**  
***Professional Surveyors and Mappers***

PO Box 100  
125 Sheldon Street  
Sopchoppy, Florida 32358  
USA

Phone: 850-962-2538

Fax: 850-962-1103

March 22, 2006

Legal Description of a 1573.66 Acre Tract  
Certified To: Wakulla Bank,  
Robert E. Shuler (Pot)

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at a St. Joe Paper Company concrete monument marking the Northwest corner of Section 4, Township 3 South, Range 5 West, Liberty County, Florida, thence run South 00 degrees 41 minutes 25 seconds East 1260.93 feet to a St. Joe Paper Company concrete monument lying on the Northerly maintained right-of-way of Chason Cemetery Road said point marking the POINT OF BEGINNING. From said POINT OF BEGINNING run South 88 degrees 49 minutes 53 seconds West 67.43 feet to a concrete monument lying on the Easterly right-of-way boundary of State Road No: 67, thence run Southerly and Southeasterly along said Easterly right-of-way boundary the following three (3) courses: South 03 degrees 04 minutes 30 seconds East 2249.98 feet to a concrete monument set by the Department Of Transportation marking a point of curve to the left, thence run Southeasterly along said curve having a radius of 2814.93 feet, through a central angle of 41 degrees 09 minutes 00 seconds for an arc distance of 2021.69 feet, chord being South 23 degrees 35 minutes 59 seconds East 1978.52 feet to an iron rod and cap (marked #7160) marking a point of tangency, thence run South 44 degrees 12 minutes 46 seconds East 2057.55 feet to an iron rod and cap (marked #7160) lying on the Northerly maintained right-of-way of Blazed Pine Road (a county graded dirt road), thence leaving the Easterly right-of-way boundary of said State Road No: 67 run Easterly and Northeasterly along the said Northerly maintained right-of-way boundary of Blazed Pine Road the following twenty one (21) courses: North 84 degrees 13 minutes 18 seconds East 216.95 feet, North 89 degrees 03 minutes 06 seconds East 257.72 feet, North 85 degrees 08 minutes 47 seconds East 350.41 feet, South 83 degrees 36 minutes 02 seconds East 138.85 feet, South 75 degrees 23 minutes 17 seconds East 750.14 feet, South 71 degrees 29 minutes 03 seconds East 150.23 feet, North 86 degrees 25 minutes 30 seconds East 47.16 feet, North 69 degrees 19 minutes 57 seconds East 51.21 feet, North 48 degrees 25 minutes 36 seconds East 683.21 feet, North 45 degrees 44 minutes

1573.66 ac. trt. (Con't)

26 seconds East 129.95 feet, North 42 degrees 32 minutes 09 seconds East 213.36 feet, North 44 degrees 46 minutes 01 seconds East 139.05 feet, North 59 degrees 53 minutes 56 seconds East 110.65 feet, North 71 degrees 06 minutes 03 seconds East 171.89 feet, North 75 degrees 53 minutes 01 seconds East 546.36 feet, North 85 degrees 03 minutes 47 seconds East 195.61 feet, South 72 degrees 41 minutes 59 seconds East 166.14 feet, South 87 degrees 28 minutes 29 seconds East 75.16 feet, North 71 degrees 05 minutes 50 seconds East 75.44 feet, North 56 degrees 33 minutes 27 seconds East 63.71 feet, North 50 degrees 43 minutes 44 seconds East 332.14 feet to the West boundary of the Northeast quarter of the Northwest quarter of Section 10, Township 3 South, Range 5 West, thence leaving said maintained right-of-way run North 00 degrees 56 minutes 58 seconds West 83.65 feet to a concrete monument (marked #1935) marking the Northwest corner of the said Northeast quarter, of the Northwest quarter of Section 10, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 3, Township 3 South, Range 5 West, thence run North 89 degrees 24 minutes 42 seconds East along the South boundary of said Southeast quarter of Section 3 a distance of 1317.51 feet to a St. Joe Paper Company concrete monument marking the Southwest corner of the Southeast quarter of said Section 3, thence run North 89 degrees 18 minutes 35 seconds East along the South boundary of the said Southeast quarter of Section 3 a distance of 2639.86 feet to a St. Joe Paper Company concrete monument marking the Southeast corner of said Section 3, also being the Southwest corner of Section 2, Township 5 South, Range 3 West, thence run North 89 degrees 33 minutes 22 seconds East along the South boundary of said Section 2 a distance of 4658.80 feet to the Westerly edge of the Ochlockonee River, thence leaving said South boundary of said Section 2, thence run Northwesterly along the Westerly edge of said Ochlockonee River the following two hundred fifty nine (259) courses: North 60 degrees 21 minutes 59 seconds West 116.79 feet, South 87 degrees 57 minutes 47 seconds West 45.68 feet, North 30 degrees 46 minutes 51 seconds West 30.33 feet, North 77 degrees 14 minutes 40 seconds West 32.08 feet, North 58 degrees 23 minutes 16 seconds West 89.25 feet, North 65 degrees 39 minutes 52 seconds West 43.27 feet, North 73 degrees 06 minutes 33 seconds West 51.77 feet, North 65 degrees 32 minutes 00 seconds West 40.13 feet, North 76 degrees 31 minutes 53 seconds West 38.50 feet, North 49 degrees 43 minutes 34 seconds West 108.11 feet, North 48 degrees 45 minutes 59 seconds West 30.79 feet, North 34 degrees 18 minutes 44 seconds West 34.86 feet, North 32 degrees 06 minutes 54 seconds West 36.29 feet, North 30 degrees 38 minutes 47 seconds West 21.70 feet, North 35 degrees 57 minutes 07 seconds West 19.26 feet, North 34 degrees 32 minutes 03 seconds West 36.35 feet, North 31 degrees 59 minutes 19 seconds West 43.83 feet, North 32 degrees 35 minutes 55 seconds West 30.98 feet, North 30 degrees 43 minutes 28 seconds West 26.19 feet, North 22 degrees 23 minutes 52 seconds West 23.67 feet, North 23 degrees 53 minutes 50 seconds West 29.89 feet, North 14 degrees 32 minutes 41 seconds West 41.82 feet, North 07 degrees 46 minutes 30 seconds West 34.60 feet, North 13 degrees 21 minutes 37 seconds

1573.66 ac. trt. (Con't)

West 27.60 feet, North 13 degrees 40 minutes 58 seconds West 33.85 feet, North 06 degrees 00 minutes 10 seconds West 57.24 feet, North 09 degrees 40 minutes 56 seconds East 54.38 feet, North 22 degrees 13 minutes 58 seconds East 49.72 feet, North 23 degrees 05 minutes 50 seconds East 58.13 feet, North 31 degrees 24 minutes 46 seconds East 40.18 feet, North 29 degrees 54 minutes 39 seconds East 33.62 feet, North 21 degrees 38 minutes 18 seconds East 36.93 feet, North 23 degrees 07 minutes 00 seconds East 29.54 feet, North 37 degrees 42 minutes 09 seconds East 34.69 feet, North 37 degrees 42 minutes 46 seconds East 19.92 feet, North 21 degrees 04 minutes 26 seconds East 25.20 feet, North 38 degrees 33 minutes 56 seconds East 44.12 feet, North 62 degrees 26 minutes 55 seconds East 44.89 feet, North 76 degrees 31 minutes 46 seconds East 62.48 feet, North 88 degrees 01 minutes 59 seconds East 49.66 feet, South 86 degrees 56 minutes 11 seconds East 34.53 feet, North 70 degrees 34 minutes 16 seconds East 26.45 feet, North 18 degrees 12 minutes 13 seconds East 65.33 feet, South 77 degrees 07 minutes 23 seconds East 91.66 feet, South 22 degrees 09 minutes 34 seconds East 66.91 feet, South 57 degrees 50 minutes 21 seconds East 40.83 feet, South 56 degrees 53 minutes 11 seconds East 33.95 feet, South 71 degrees 10 minutes 09 seconds East 38.68 feet, South 83 degrees 28 minutes 48 seconds East 30.76 feet, North 89 degrees 31 minutes 33 seconds East 29.39 feet, North 86 degrees 17 minutes 33 seconds East 28.18 feet, North 73 degrees 14 minutes 00 seconds East 22.16 feet, North 67 degrees 22 minutes 20 seconds East 32.96 feet, North 61 degrees 33 minutes 48 seconds East 28.70 feet, North 56 degrees 59 minutes 43 seconds East 48.28 feet, North 48 degrees 25 minutes 32 seconds East 46.61 feet, North 44 degrees 46 minutes 43 seconds East 15.85 feet, North 43 degrees 14 minutes 59 seconds East 27.70 feet, North 38 degrees 58 minutes 39 seconds East 37.73 feet, North 19 degrees 12 minutes 47 seconds East 47.64 feet, North 06 degrees 56 minutes 00 seconds East 29.94 feet, North 03 degrees 28 minutes 15 seconds East 41.22 feet, North 09 degrees 48 minutes 02 seconds West 32.72 feet, North 21 degrees 41 minutes 31 seconds West 29.13 feet, North 28 degrees 02 minutes 58 seconds West 55.04 feet, North 30 degrees 01 minutes 09 seconds West 39.95 feet, North 24 degrees 07 minutes 09 seconds West 15.61 feet, North 49 degrees 23 minutes 57 seconds West 45.46 feet, North 64 degrees 07 minutes 20 seconds West 58.31 feet, North 76 degrees 44 minutes 48 seconds West 75.52 feet, North 85 degrees 11 minutes 59 seconds West 54.26 feet, South 87 degrees 52 minutes 24 seconds West 76.66 feet, South 86 degrees 14 minutes 22 seconds West 62.24 feet, North 82 degrees 49 minutes 34 seconds West 86.02 feet, North 61 degrees 58 minutes 33 seconds West 183.38 feet, North 43 degrees 36 minutes 29 seconds West 82.68 feet, North 38 degrees 01 minutes 50 seconds West 73.74 feet, North 25 degrees 45 minutes 11 seconds West 69.42 feet, North 13 degrees 02 minutes 09 seconds West 87.08 feet, North 05 degrees 21 minutes 47 seconds East 54.14 feet, North 21 degrees 21 minutes 10 seconds West 26.48 feet, North 03 degrees 51 minutes 01 seconds East 25.49 feet, North 00 degrees 33 minutes 45 seconds East 50.19 feet, North 07 degrees 23 minutes 19 seconds

1573.66 ac. trt. (Con't)

West 44.65 feet, North 16 degrees 57 minutes 47 seconds West 40.83 feet, North 14 degrees 26 minutes 20 seconds West 38.09 feet, North 17 degrees 02 minutes 40 seconds West 51.14 feet, North 21 degrees 40 minutes 06 seconds West 40.06 feet, North 29 degrees 10 minutes 45 seconds West 30.96 feet, North 34 degrees 09 minutes 26 seconds West 34.71 feet, North 57 degrees 57 minutes 30 seconds West 32.82 feet, North 44 degrees 56 minutes 55 seconds West 65.32 feet, North 64 degrees 50 minutes 47 seconds West 40.49 feet, North 67 degrees 01 minutes 41 seconds West 30.86 feet, North 82 degrees 28 minutes 55 seconds West 69.92 feet, North 68 degrees 49 minutes 43 seconds West 215.85 feet, North 61 degrees 33 minutes 06 seconds West 54.84 feet, North 58 degrees 45 minutes 02 seconds West 59.45 feet, North 61 degrees 45 minutes 48 seconds West 59.65 feet, North 56 degrees 52 minutes 14 seconds West 71.69 feet, North 64 degrees 00 minutes 17 seconds West 92.17 feet, North 81 degrees 08 minutes 47 seconds West 67.31 feet, South 87 degrees 22 minutes 24 seconds West 64.71 feet, North 79 degrees 29 minutes 57 seconds West 79.81 feet, North 61 degrees 46 minutes 16 seconds West 98.40 feet, North 54 degrees 31 minutes 30 seconds West 78.68 feet, North 54 degrees 00 minutes 11 seconds West 60.36 feet, North 41 degrees 52 minutes 05 seconds West 294.27 feet, North 26 degrees 33 minutes 33 seconds West 80.33 feet, North 24 degrees 24 minutes 18 seconds West 60.53 feet, North 14 degrees 56 minutes 18 seconds West 68.05 feet, North 02 degrees 59 minutes 27 seconds West 59.56 feet, North 00 degrees 22 minutes 03 seconds West 61.65 feet, North 03 degrees 39 minutes 07 seconds West 62.00 feet, North 04 degrees 53 minutes 20 seconds West 66.55 feet, North 03 degrees 33 minutes 48 seconds West 55.13 feet, North 02 degrees 37 minutes 20 seconds West 47.54 feet, North 00 degrees 44 minutes 45 seconds East 61.27 feet, North 06 degrees 44 minutes 00 seconds East 42.60 feet, North 14 degrees 01 minutes 51 seconds West 58.88 feet, North 37 degrees 50 minutes 49 seconds West 34.00 feet, North 44 degrees 41 minutes 59 seconds West 73.62 feet, North 13 degrees 27 minutes 48 seconds West 73.00 feet, North 56 degrees 51 minutes 26 seconds East 79.88 feet, South 78 degrees 02 minutes 03 seconds East 64.09 feet, South 59 degrees 16 minutes 06 seconds East 68.88 feet, South 76 degrees 32 minutes 45 seconds East 22.30 feet, North 55 degrees 00 minutes 56 seconds East 19.15 feet, North 28 degrees 00 minutes 08 seconds East 41.20 feet, North 00 degrees 55 minutes 15 seconds East 65.91 feet, North 14 degrees 05 minutes 52 seconds West 69.91 feet, North 18 degrees 34 minutes 38 seconds West 76.91 feet, North 19 degrees 15 minutes 52 seconds West 68.79 feet, North 18 degrees 52 minutes 07 seconds West 72.17 feet, North 33 degrees 59 minutes 28 seconds West 55.38 feet, North 49 degrees 34 minutes 31 seconds West 40.30 feet, North 71 degrees 37 minutes 27 seconds West 46.36 feet, South 82 degrees 43 minutes 54 seconds West 35.91 feet, South 62 degrees 11 minutes 12 seconds West 25.40 feet, South 50 degrees 05 minutes 30 seconds West 85.97 feet, South 49 degrees 45 minutes 25 seconds West 94.53 feet, South 67 degrees 53 minutes 37 seconds West 104.25 feet, North 89 degrees 58 minutes 57 seconds West 123.04 feet, North 79 degrees 19 minutes 55

1573.66 ac. trt. (Con't)

seconds West 64.15 feet, North 74 degrees 00 minutes 19 seconds West 76.80 feet, North 60 degrees 31 minutes 12 seconds West 69.65 feet, North 47 degrees 54 minutes 48 seconds West 103.02 feet, North 44 degrees 43 minutes 28 seconds West 63.80 feet, North 71 degrees 44 minutes 22 seconds West 163.41 feet, North 83 degrees 19 minutes 04 seconds West 146.36 feet, North 74 degrees 44 minutes 33 seconds West 121.32 feet, North 82 degrees 58 minutes 50 seconds West 97.28 feet, South 77 degrees 45 minutes 07 seconds West 29.57 feet, South 54 degrees 47 minutes 57 seconds West 33.08 feet, South 30 degrees 58 minutes 23 seconds West 25.99 feet, South 01 degrees 54 minutes 10 seconds West 14.92 feet, South 17 degrees 21 minutes 48 seconds East 28.55 feet, South 28 degrees 31 minutes 26 seconds East 20.05 feet, South 50 degrees 31 minutes 56 seconds East 63.67 feet, South 60 degrees 01 minutes 43 seconds East 107.08 feet, South 43 degrees 56 minutes 15 seconds East 96.61 feet, South 37 degrees 08 minutes 18 seconds East 117.33 feet, South 31 degrees 26 minutes 12 seconds East 150.65 feet, South 10 degrees 36 minutes 36 seconds West 110.88 feet, South 25 degrees 45 minutes 50 seconds West 77.16 feet, South 42 degrees 20 minutes 08 seconds West 67.24 feet, South 56 degrees 08 minutes 13 seconds West 65.70 feet, South 65 degrees 00 minutes 54 seconds West 62.82 feet, South 74 degrees 50 minutes 13 seconds West 53.41 feet, South 62 degrees 13 minutes 49 seconds West 108.79 feet, North 76 degrees 43 minutes 29 seconds West 78.51 feet, North 58 degrees 53 minutes 06 seconds West 57.08 feet, North 77 degrees 26 minutes 05 seconds West 44.78 feet, South 87 degrees 58 minutes 34 seconds West 62.22 feet, South 75 degrees 37 minutes 28 seconds West 49.69 feet, South 60 degrees 37 minutes 11 seconds West 62.09 feet, South 31 degrees 42 minutes 47 seconds West 31.71 feet, South 06 degrees 12 minutes 39 seconds West 52.52 feet, South 03 degrees 01 minutes 32 seconds West 62.68 feet, South 13 degrees 33 minutes 01 seconds West 81.56 feet, South 15 degrees 25 minutes 25 seconds West 92.71 feet, South 18 degrees 04 minutes 36 seconds West 40.99 feet, South 21 degrees 48 minutes 25 seconds West 51.28 feet, South 37 degrees 05 minutes 46 seconds West 71.32 feet, South 66 degrees 02 minutes 40 West 62.89 feet, South 55 degrees 12 minutes 54 seconds West 112.76 feet, North 66 degrees 35 minutes 20 seconds West 131.66 feet, North 58 degrees 52 minutes 36 seconds West 71.00 feet, North 58 degrees 01 minutes 53 seconds West 52.47 feet, North 52 degrees 27 minutes 29 seconds West 66.63 feet, North 51 degrees 40 minutes 42 seconds West 71.77 feet, North 50 degrees 06 minutes 55 seconds West 80.91 feet, North 51 degrees 55 minutes 19 seconds West 67.28 feet, North 66 degrees 37 minutes 29 seconds West 65.29 feet, North 74 degrees 41 minutes 40 seconds West 53.50 feet, South 82 degrees 40 minutes 20 seconds West 78.47 feet, South 82 degrees 59 minutes 43 seconds West 44.80 feet, South 77 degrees 53 minutes 31 seconds West 56.88 feet, South 81 degrees 14 minutes 13 seconds West 77.76 feet, North 86 degrees 45 minutes 36 seconds West 66.07 feet, North 76 degrees 51 minutes 11 seconds West 96.68 feet, North 53 degrees 21 minutes 00 seconds West 161.64 feet, North 44 degrees 24 minutes 08 seconds West 79.83 feet, North 38 degrees 08 minutes

1573.66 ac. trt. (Con't)

49 seconds West 114.00 feet, North 00 degrees 44 minutes 29 seconds West 122.91 feet, North 10 degrees 46 minutes 45 seconds East 38.03 feet, North 08 degrees 34 minutes 56 seconds East 64.48 feet, North 04 degrees 13 minutes 45 seconds East 59.08 feet, North 09 degrees 16 minutes 31 seconds West 50.96 feet, North 26 degrees 39 minutes 44 seconds West 41.80 feet, North 41 degrees 00 minutes 17 seconds West 52.19 feet, North 43 degrees 24 minutes 10 seconds West 71.27 feet, North 44 degrees 23 minutes 20 seconds West 39.46 feet, North 51 degrees 51 minutes 07 seconds West 44.43 feet, North 51 degrees 44 minutes 23 seconds West 72.38 feet, North 65 degrees 49 minutes 50 seconds West 42.33 feet, North 78 degrees 32 minutes 03 seconds West 50.81 feet, North 82 degrees 33 minutes 39 seconds West 65.23 feet, North 88 degrees 04 minutes 29 seconds West 86.96 feet, North 82 degrees 10 minutes 18 seconds West 64.88 feet, North 84 degrees 36 minutes 07 seconds West 127.72 feet, North 74 degrees 11 minutes 39 seconds West 58.71 feet, North 73 degrees 23 minutes 25 seconds West 93.76 feet, North 76 degrees 38 minutes 58 seconds West 78.50 feet, North 79 degrees 02 minutes 12 seconds West 131.78 feet, North 68 degrees 03 minutes 11 seconds West 102.68 feet, North 69 degrees 19 minutes 31 seconds West 91.52 feet, North 70 degrees 30 minutes 11 seconds West 78.94 feet, North 66 degrees 15 minutes 25 seconds West 84.86 feet, North 62 degrees 00 minutes 32 seconds West 81.90 feet, North 63 degrees 26 minutes 30 seconds West 82.72 feet, North 64 degrees 39 minutes 57 seconds West 72.43 feet, North 71 degrees 20 minutes 21 seconds West 74.98 feet, North 63 degrees 42 minutes 06 seconds West 65.52 feet, North 71 degrees 11 minutes 03 seconds West 150.65 feet, North 67 degrees 02 minutes 24 seconds West 96.46 feet, North 76 degrees 35 minutes 06 seconds West 56.52 feet, North 73 degrees 00 minutes 45 seconds West 69.76 feet, North 62 degrees 46 minutes 00 seconds West 66.34 feet, North 64 degrees 16 minutes 10 seconds West 83.51 feet, North 68 degrees 27 minutes 15 seconds West 103.19 feet, North 67 degrees 43 minutes 56 seconds West 108.40 feet, North 67 degrees 45 minutes 10 seconds West 82.95 feet, North 63 degrees 14 minutes 33 seconds West 74.45 feet, North 61 degrees 51 minutes 15 seconds West 61.64 feet, North 64 degrees 13 minutes 58 seconds West 69.72 feet, North 61 degrees 09 minutes 25 seconds West 73.08 feet, North 60 degrees 27 minutes 03 seconds West 87.75 feet, North 61 degrees 53 minutes 28 seconds West 78.65 feet, North 64 degrees 42 minutes 54 seconds West 82.59 feet, North 66 degrees 39 minutes 01 seconds West 73.83 feet, North 62 degrees 47 minutes 21 seconds West 63.28 feet, North 58 degrees 15 minutes 48 seconds West 90.81 feet, North 59 degrees 32 minutes 31 seconds West 92.75 feet, North 64 degrees 20 minutes 54 seconds West 106.92 feet, North 58 degrees 19 minutes 21 seconds West 69.54 feet, North 68 degrees 35 minutes 13 seconds West 103.70 feet, North 58 degrees 58 minutes 37 seconds West 114.06 feet, North 61 degrees 15 minutes 54 seconds West 102.53 feet to the North boundary of said Section 3, Township 3 South, Range 5 West, thence run South 89 degrees 15 minutes 04 seconds West along the North boundary of said Section 3, a distance of 318.33 feet, to the center of Fox Branch, thence run Southwesterly along

1573.66 ac. trt. (Con't)

the center of said Fox Branch the following six (6) courses: South 06 degrees 45 minutes 39 seconds West 25.07 feet, South 64 degrees 37 minutes 58 seconds West 20.34 feet, North 53 degrees 38 minutes 54 seconds West 35.93 feet, South 40 degrees 28 minutes 01 seconds West 34.40 feet, North 68 degrees 21 minutes 09 seconds West 36.13 feet, North 24 degrees 14 minutes 25 seconds East 24.05 feet, South 38 degrees 08 minutes 19 seconds East 2.48 feet to the North boundary of said Section 3, thence run South 89 degrees 15 minutes 04 seconds West 24.61 feet to the center of said Fox Branch, thence leaving said North boundary run Southwesterly along said center of Fox Branch the following two (2) courses: South 22 degrees 48 minutes 12 seconds West 25.02 feet, North 52 degrees 52 minutes 48 seconds West 37.37 feet to the North boundary of said Section 3, thence run South 89 degrees 15 minutes 04 seconds West along said North boundary 35.17 feet to the center of said Fox Branch, thence run Southwesterly and Northwesterly along said center of Fox Branch the follow three (3) courses: South 03 degrees 29 minutes 30 seconds West 51.99 feet, North 79 degrees 22 minutes 27 seconds West 65.20 feet, North 32 degrees 28 minutes 48 seconds West 45.84 feet to the North boundary of said Section 3, thence run South 89 degrees 15 minutes 04 seconds West along said North boundary 25.51 feet to the center of said Fox Branch, thence run Southwesterly along said center of Fox Branch the following forty five (45) courses: South 30 degrees 21 minutes 41 seconds West 17.62 feet, South 22 degrees 26 minutes 37 seconds East 38.22 feet, South 52 degrees 28 minutes 18 seconds West 17.54 feet, North 68 degrees 56 minutes 08 seconds West 27.89 feet, South 40 degrees 36 minutes 47 seconds West 31.07 feet, South 05 degrees 05 minutes 30 seconds East 59.42 feet, South 46 degrees 52 minutes 40 seconds West 17.62 feet, North 55 degrees 34 minutes 16 seconds West 62.05 feet, South 36 degrees 48 minutes 07 seconds West 32.35 feet, South 55 degrees 21 minutes 43 seconds East 15.19 feet, South 85 degrees 58 minutes 43 seconds East 19.56 feet, South 08 degrees 54 minutes 10 seconds East 33.57 feet, South 74 degrees 44 minutes 05 seconds West 21.34 feet, North 28 degrees 47 minutes 06 seconds West 22.52 feet, North 88 degrees 30 minutes 05 seconds West 27.28 feet, North 23 degrees 49 minutes 04 seconds West 23.03 feet, South 02 degrees 21 minutes 26 seconds East 32.98 feet, South 70 degrees 10 minutes 32 seconds West 21.27 feet, North 00 degrees 08 minutes 08 seconds East 24.98 feet, North 67 degrees 59 minutes 15 seconds West 21.33 feet, South 23 degrees 00 minutes 01 seconds West 14.99 feet, South 00 degrees 53 minutes 17 seconds West 21.22 feet, South 29 degrees 05 minutes 51 seconds West 17.07 feet, South 83 degrees 42 minutes 05 seconds West 53.51 feet, South 49 degrees 53 minutes 15 seconds West 22.61 feet, North 38 degrees 06 minutes 14 seconds West 14.76 feet, North 37 degrees 36 minutes 46 seconds East 16.94 feet, North 01 degrees 32 minutes 51 seconds East 47.10 feet, South 69 degrees 36 minutes 13 seconds West 22.12 feet, South 16 degrees 04 minutes 31 seconds West 24.29 feet, South 58 degrees 07 minutes 17 seconds West 33.77 feet, North 66 degrees 47 minutes 48 seconds West 13.03 feet, North 28 degrees 32 minutes 21 seconds East 25.95 feet, North

1573.66 ac. trt. (Con't)

04 degrees 34 minutes 46 seconds East 36.00 feet, North 46 degrees 22 minutes 58 seconds East 22.16 feet, North 22 degrees 59 minutes 52 seconds West 18.10 feet, North 81 degrees 15 minutes 58 seconds West 19.67 feet, South 36 degrees 01 minutes 35 seconds West 17.41 feet, South 03 degrees 28 minutes 14 seconds West 22.91 feet, South 68 degrees 08 minutes 30 seconds West 13.15 feet, North 33 degrees 40 minutes 44 seconds West 33.58 feet, South 87 degrees 17 minutes 59 seconds West 17.13 feet, South 28 degrees 55 minutes 28 seconds West 45.66 feet, North 77 degrees 25 minutes 05 seconds West 6.23 feet to the West boundary of said Section 3, thence run North 00 degrees 41 minutes 21 seconds West along said West boundary 189.41 feet to an old lightwood hub marking the Northwest corner of said Section 3, also being the Northeast corner of said Section 4, Township 3 South, Range 5 West, thence run South 89 degrees 14 minutes 32 seconds West along the North boundary of said Section 4 a distance of 1014.54 feet to a St. Joe Paper Company concrete monument lying on the East line of Parcel #261 as described in Official Records Book 78, Page 273 of the Public Records of Liberty County, Florida, thence leaving said North boundary run South 01 degrees 15 minutes 46 seconds East along the East boundary line of said parcel #261 a distance of 200.00 feet to an iron rod and cap (marked #7160), thence run South 22 degrees 14 minutes 56 seconds West along said East boundary line 900.75 feet to a St. Joe Paper Company concrete monument, thence run South 00 degrees 50 minutes 42 seconds East along said East boundary line and an extension thereof 924.87 feet to an old axle marking Southeast corner of Chason Cemetery, thence run South 89 degrees 14 minutes 25 seconds West along the South boundary of said Chason Cemetery 197.44 feet to a concrete monument (marked #2024) lying on the South boundary of said parcel #261, thence run South 89 degrees 22 minutes 43 seconds West along the South boundary of said parcel #261 a distance 668.35 feet to a concrete monument (marked #7160) lying in the center of Dream Branch, thence run Northerly, Northwesterly, Easterly and Westerly the following fifty six (56) courses: North 04 degrees 32 minutes 40 seconds West 41.25 feet, North 11 degrees 34 minutes 16 seconds West 26.12 feet, North 08 degrees 16 minutes 40 seconds East 36.37 feet, North 21 degrees 48 minutes 08 seconds West 21.73 feet, North 54 degrees 01 minutes 05 seconds West 15.64 feet, North 15 degrees 23 minutes 41 seconds West 53.82 feet, North 33 degrees 49 minutes 01 seconds East 38.29 feet, North 44 degrees 06 minutes 54 seconds West 22.77 feet, North 74 degrees 50 minutes 30 seconds West 18.67 feet, South 59 degrees 19 minutes 51 seconds West 15.77 feet, South 87 degrees 12 minutes 17 seconds West 29.39 feet, North 11 degrees 17 minutes 29 seconds West 36.44 feet, North 29 degrees 36 minutes 13 seconds East 29.41 feet, North 11 degrees 01 minutes 00 seconds West 16.06 feet, North 54 degrees 15 minutes 07 seconds West 45.29 feet, North 03 degrees 17 minutes 39 seconds East 13.42 feet, North 43 degrees 27 minutes 52 seconds East 27.61 feet, North 02 degrees 37 minutes 07 seconds East 23.75 feet, North 86 degrees 26 minutes 45 seconds West 27.17 feet, North 03 degrees 01 minutes 36 seconds West 28.06 feet, North 71 degrees 16



1573.66 ac. trt. (Con't)

minutes 22 seconds East 30.43 feet, North 32 degrees 03 minutes 12 seconds East 37.25 feet, North 56 degrees 55 minutes 49 seconds West 39.21 feet, North 12 degrees 14 minutes 44 seconds West 28.01 feet, South 72 degrees 58 minutes 08 seconds West 25.71 feet, North 68 degrees 05 minutes 32 seconds West 11.77 feet, North 04 degrees 05 minutes 21 seconds West 19.82 feet, North 71 degrees 03 minutes 27 seconds West 23.57 feet, North 27 degrees 59 minutes 46 seconds West 30.46 feet, North 55 degrees 21 minutes 01 seconds East 19.41 feet, North 77 degrees 19 minutes 41 seconds East 18.37 feet, South 59 degrees 37 minutes 03 seconds East 21.55 feet, North 30 degrees 42 minutes 31 seconds East 36.67 feet, North 50 degrees 05 minutes 38 seconds West 14.94 feet, North 33 degrees 44 minutes 37 seconds East 45.31 feet, North 81 degrees 04 minutes 49 seconds West 40.76 feet, North 21 degrees 27 minutes 10 seconds West 26.00 feet, North 15 degrees 10 minutes 40 seconds East 44.70 feet, North 13 degrees 00 minutes 38 seconds West 47.17 feet, North 06 degrees 43 minutes 30 seconds West 66.89 feet, North 53 degrees 11 minutes 06 seconds West 14.77 feet, North 17 degrees 12 minutes 30 seconds West 19.63 feet, South 86 degrees 47 minutes 36 seconds East 33.91 feet, North 25 degrees 15 minutes 08 seconds East 32.11 feet, North 40 degrees 07 minutes 25 seconds West 85.53 feet, South 50 degrees 30 minutes 27 seconds West 133.84 feet, South 63 degrees 39 minutes 00 seconds West 61.27 feet, South 43 degrees 27 minutes 00 seconds West 50.39 feet, North 83 degrees 19 minutes 32 seconds West 370.32 feet, North 72 degrees 20 minutes 48 seconds West 15.23 feet, North 83 degrees 29 minutes 24 seconds West 218.69 feet, North 61 degrees 11 minutes 07 seconds West 51.01 feet, North 75 degrees 40 minutes 45 seconds West 101.32 feet to the center of Fox Branch, thence run North 41 degrees 39 minutes 18 seconds East along said center of Fox Branch 5.89 feet, thence run North 23 degrees 51 minutes 16 seconds West along said center of Fox Branch 63.24 feet, thence run North 88 degrees 28 minutes 43 seconds East 95.81 feet to the West boundary of that property as described in Deed Book "K" Page 496 of the Public Records of Liberty County, Florida, thence run North 30 degrees 48 minutes 25 seconds West along said West boundary 627.56 feet to an iron rod and cap (marked #7160), thence run South 64 degrees 11 minutes 36 seconds West along the South boundary of said property as described in Deed Book "K" Page 496 a distance of 315.92 feet to a St. Joe Paper Company concrete monument marking the Northeast corner of that certain property as described in Official Records Book 109, Page 373 of the Public Records of Liberty County, Florida, thence run South 39 degrees 38 minutes 17 seconds East along the East boundary of said property as described in Official Records Book 109, Page 373 a distance of 466.80 feet to an iron rod and cap (marked #2024) lying on the Northerly maintained right-of-way of said Chason Cemetery Road also being the Southeast corner of said property as described in Official Records Book 109, Page 373, thence run Northwesterly, Westerly and Southwesterly along the South boundary of said

1573.66 ac. trt. (Con't)

property as described in Official Records Book 109, Page 373 and the said Northerly maintained right-of-way of Chason Cemetery Road the following twelve (12) courses: North 82 degrees 01 minutes 52 seconds West 72.23 feet, North 72 degrees 07 minutes 34 seconds West 162.16 feet, North 81 degrees 04 minutes 01 seconds West 101.44 feet, South 78 degrees 17 minutes 22 seconds West 102.20 feet, North 65 degrees 01 minutes 29 seconds West 165.33 feet, South 46 degrees 25 minutes 06 seconds West 76.50 feet, South 34 degrees 33 minutes 00 seconds West 65.29 feet, South 22 degrees 54 minutes 03 seconds West 137.32 feet, North 85 degrees 30 minutes 38 seconds West 137.39 feet, South 89 degrees 06 minutes 05 seconds West 71.30 feet, South 69 degrees 27 minutes 34 seconds West 51.61 feet, South 61 degrees 39 minutes 58 seconds West 300.35 feet to a St. Joe Paper Company concrete monument, thence run South 89 degrees 08 minutes 05 seconds West along said maintained right-of-way of Chason Cemetery Road 481.66 feet to the POINT OF BEGINNING containing 1573.66 acres, more or less.

BEING SUBJECT TO a county graded road (Chason Cemetery Road) over and across the Northerly portion thereof.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

---

James T. Roddenberry  
Surveyor and Mapper  
Florida Certificate No: 4261

04-260 Revised: 07/03/08

Shuler Mitigation/CE Parcel  
1,573.66 Acres  
Basin: Ochlockonee River  
Sections 2,3,4,5,9 & 10, T3S, R5W, Liberty Co., Florida

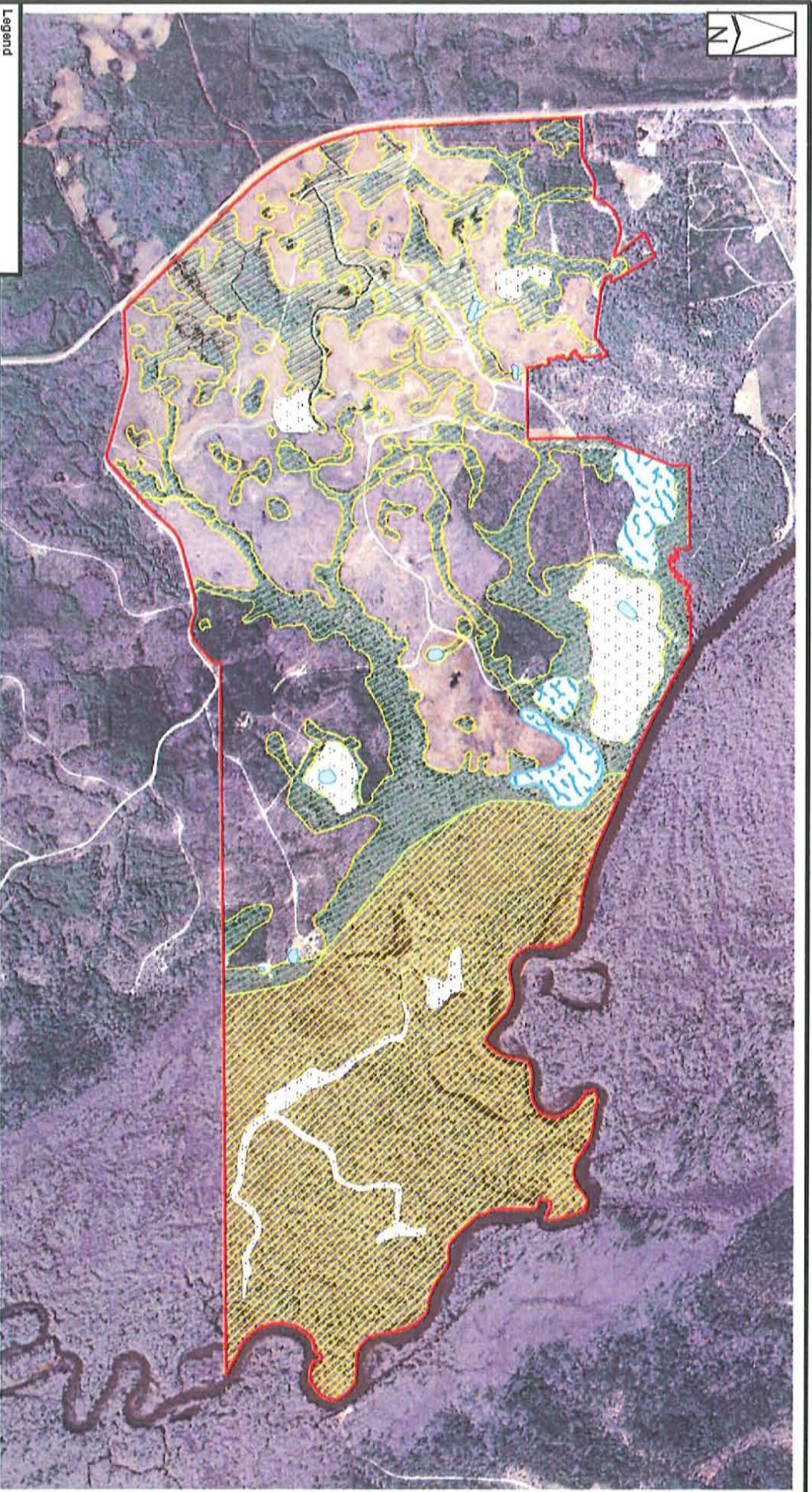
**Legend**

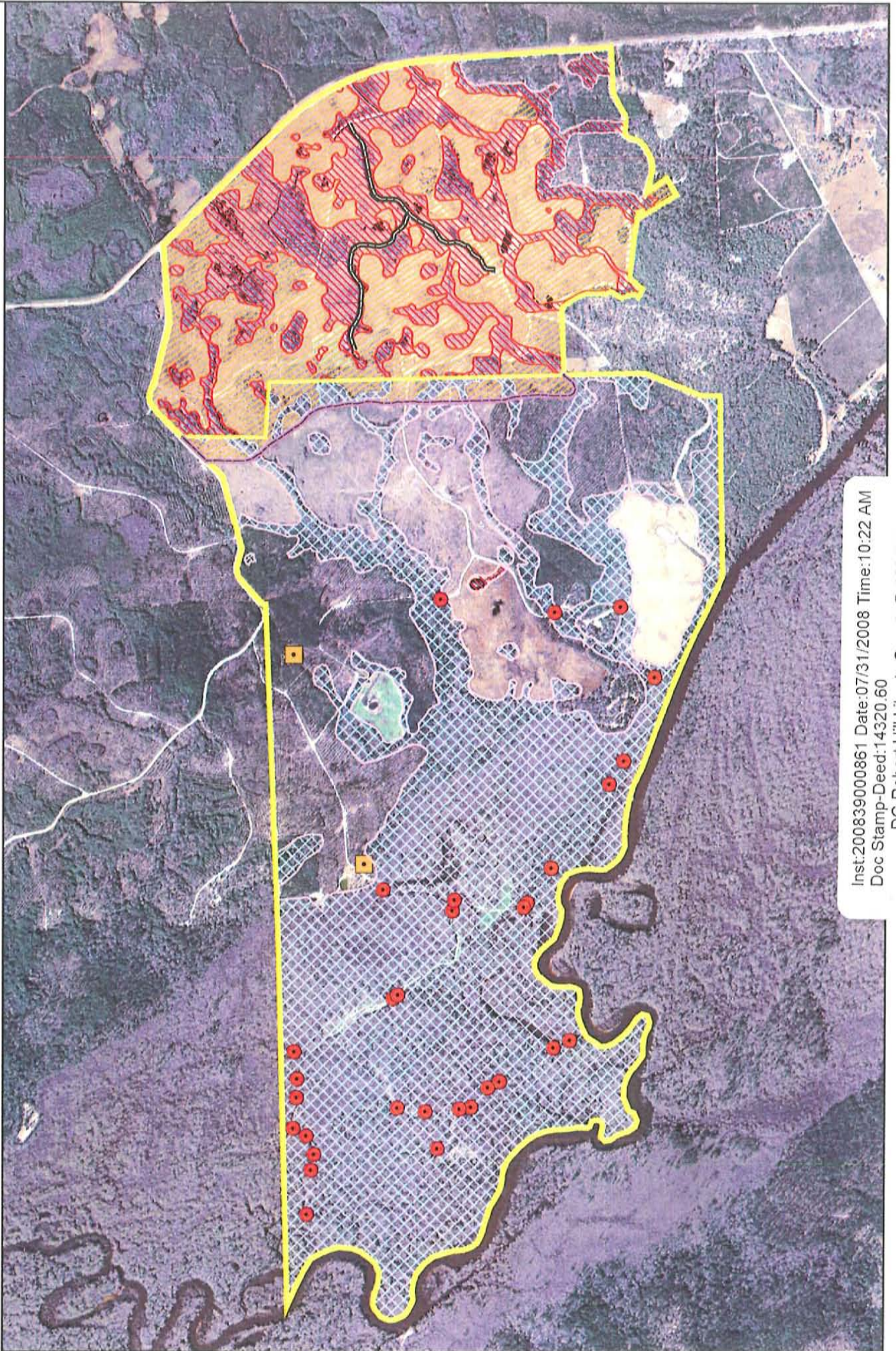
- 216 - FIELD CROPS (FOOD PLOTS)
- 441 - CONIFEROUS PLANTATION
- 434 - HARDWOOD - CONIFER MIXED
- 530 - MANMADE POND
- 515 - STREAM AND LAKE SWAMPS (BOTTOMLAND)
- 530 - WETLAND FORESTED MIXED (EXISTING AND ALTERED BY SILVICULTURE)






0 500 1,000 2,000 Feet

Exhibit B

July 28, 2008







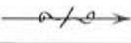


-  Existing Structures
-  Other Mitigation Areas (31 sites)
-  Mitigation Areas - Roads to be Abandoned/Restored
-  300 Foot Mitigation Area Buffer Line
-  Shuler Mitigation/CE Parcel

**Exhibit C**  
**Shuler Mitigation/CE Parcel**  
 1,573.66 Acres  
 Sections 2,3,4,5,9 & 10, T3S, R5W, Liberty Co., Florida



-  Mitigation Areas - Historic Wetlands (Based on 1938, 1942 & 1952 Aerial Photos): (198 acres)
-  Mitigation Areas - Buffers: (249 acres - 50% BA Removal Limit)
-  Wetlands: (663.66 acres includes wildlife food plots)
-  Silviculture Areas: (463 acres)



## Exhibit D

Potential restoration, mitigation and/or management activities in the Mitigation Areas, which may take 10 to 15 years, or longer, to complete, and shall include but not be limited to the following:

-Vegetation restoration of isolated depression wetlands that have been drained or partially drained

- Perimeter fencing and internal gating
- Installation of low water crossings and/or culverts on roads
- Hydrologic restoration
- Installation of continuous recording water-level gages
- Stabilization of erosion areas
- Road closures limited to those sites depicted in Exhibit C
- Restoration of topography

-Road-fill removal is allowed in those sites depicted in Exhibit C as Other Mitigation Areas (31 sites). Road-fill removal will be allowed, as authorized by permit, in the primary Mitigation Areas.

- Internal road improvements
- Culvert removal and/or replacement
- Bridge construction
- Ditch filling and/or plugging
- Shrub reduction
- Reintroduction of appropriate fire regime including fuel reduction fires and

growing season burns

- Eradication of invasive species in buffer areas
- Thinning of oaks in upland buffer areas including use of herbicides
- Eradication of pasture grass in wetlands and buffer areas
- Eradication of nuisance and exotic species
- Planting wiregrass and wet flatwood species
- Planting longleaf pine or other appropriate pine species
- Planting wetland and upland hardwood forest species
- Planting of other appropriate vegetation in wetlands and buffer areas
- Establishment of permanent photo-documentation points
- Hydrologic and vegetation monitoring, including installation of permanent

monitoring devices

- Management of Threatened & Endangered species and species of special concern