

INSTR # 1933149 DR BK 02143 PG 0778 RECD 05/15/2006 02:30:16 PM
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MARSHA EWING MARTIN COUNTY DEPUTY CLERK C Walsh
DOC TAX 0.70

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 10th day of May, 2006, by MAYA ESTATES, LLC., P.O. Box 4118, West Palm Beach, Florida 33402 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, the Grantor desires to construct (name of project) MAYA ESTATES ("Project") at a site in Martin County which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"), and

WHEREAS, District Permit No. 43-01571 ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, the Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with the other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor; and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

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

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

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

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

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

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

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

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provision and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby as long as the purpose of the conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself or any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed property given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Martin County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

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

IN WITNESS WHEREOF, MAYA ESTATES, LLC has hereunto set its authorized hand this the 10th day of May, 2006.

Signed, sealed and delivered
in our presence as witnesses:

Jo Ann Frueh
Print Name: Jo Ann Frueh

Karla Jungk
Print Name: Karla Jungk

MAYA ESTATES, LLC

By: Joseph D. Farish, Jr.
Title: Managing Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 10th day of May, 2006, before me the undersigned Notary Public, personally appeared Joseph D. Farish, Jr., personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the Managing Partner of MAYA ESTATES, LLC, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

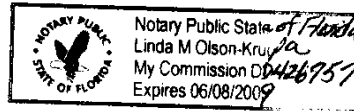
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Linda M. Olson-Krupa

Print Name: Linda M. Olson-Krupa

My Commission Expires: June 8, 2009



WETLAND NO. 1 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, BEING A 3" X 3" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD NO. 084604; THENCE SOUTH 00°21'51" EAST ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 663.21 FEET; THENCE NORTH 89°38'09" EAST DEPARTING SAID WEST LINE OF SECTION 8, A DISTANCE OF 3.65 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46°58'53" EAST, A DISTANCE OF 138.19 FEET; THENCE SOUTH 36°02'01" EAST, A DISTANCE OF 74.60 FEET; THENCE SOUTH 87°48'13" EAST, A DISTANCE OF 1.52 FEET; THENCE NORTH 88°39'00" EAST, A DISTANCE OF 29.43 FEET; THENCE NORTH 65°17'03" EAST, A DISTANCE OF 91.90 FEET; THENCE SOUTH 43°24'57" EAST, A DISTANCE OF 85.15 FEET; THENCE SOUTH 76°33'40" EAST, A DISTANCE OF 38.55 FEET; THENCE SOUTH 10°25'12" EAST, A DISTANCE OF 78.52 FEET; THENCE SOUTH 22°59'23" EAST, A DISTANCE OF 47.10 FEET; THENCE SOUTH 10°57'37" WEST, A DISTANCE OF 69.15 FEET; THENCE SOUTH 07°11'26" WEST, A DISTANCE OF 56.58 FEET; THENCE SOUTH 05°43'32" WEST, A DISTANCE OF 75.51 FEET; THENCE SOUTH 22°36'59" WEST, A DISTANCE OF 37.87 FEET; THENCE SOUTH 19°33'56" WEST, A DISTANCE OF 38.81 FEET; THENCE SOUTH 35°12'21" WEST, A DISTANCE OF 80.47 FEET; THENCE SOUTH 27°22'03" WEST, A DISTANCE OF 111.76 FEET; THENCE NORTH 56°54'55" WEST, A DISTANCE OF 89.62 FEET; THENCE NORTH 55°52'16" WEST, A DISTANCE OF 25.23 FEET; THENCE NORTH 88°18'10" WEST, A DISTANCE OF 13.68 FEET; THENCE SOUTH 67°42'21" WEST, A DISTANCE OF 40.18 FEET; THENCE SOUTH 70°52'46" WEST, A DISTANCE OF 85.95 FEET; THENCE NORTH 17°06'56" WEST, A DISTANCE OF 12.99 FEET; THENCE NORTH 00°19'45" WEST, A DISTANCE OF 521.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.47 ACRES, MORE OR LESS.

TOGETHER WITH: (SEE SHEET 2 OF 4)

BEARING BASE:

THE NORTH LINE OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, IS TAKEN TO BEAR NORTH 89°37'14" EAST, AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

Drawing Name: P:\02-0316\Survey\Sketch\020316WTLND-LG01.dwg
 Layout Name: LEGAL SHEET 1 OF 4
 Plotted by: Ted Phillips
 Date: 4/20/2006 10:43:07 AM
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 LEGAL SHEET 1 OF 4, 4/20/2006 10:43:07 AM, ted-p, LBFH Inc.

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EXHIBIT "A"

THIS IS NOT A SURVEY

SURVEYOR AND MAPPER'S SIGNATURE

1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

TED E. PHILLIPS, PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA, NO. 5932

PROJECT NAME:

SKETCH & DESCRIPTION FOR:
MAYA ESTATES

LBFH CONSULTING CIVIL ENGINEERS,
 SURVEYORS & MAPPERS
 INC. "Partners For Results,
 Value By Design"
 3550 S.W. Corporate Parkway, Palm City, Florida 34990
 (772) 286-3883 Fax: (772) 286-3925
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Scale: N/A	REVISIONS:		
Sheet 1 OF 4	Field Book: N/A	Page: N/A	Field: N/A
Computed: DC	Date: 4/20/06	FILE NO. 020316WTLND-LG01	Project No. 02-0316
Checked: TP			

TOGETHER WITH: (CONTINUED FROM SHEET 1 OF 4)

WETLAND NO. 2 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, BEING A 3" X 3" CONCRETE MONUMENT AS REFERENCED IN CERTIFIED CORNER RECORD NO. 084604; THENCE NORTH 89°37'14" EAST ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 3,154.35 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°34'14" EAST ALONG SAID LINE, A DISTANCE OF 87.43 FEET; THENCE SOUTH 02°13'57" EAST DEPARTING SAID NORTH LINE OF SECTION 8, A DISTANCE OF 109.97 FEET; THENCE SOUTH 10°19'31" WEST, A DISTANCE OF 105.02 FEET; THENCE SOUTH 64°22'08" WEST, A DISTANCE OF 89.19 FEET; THENCE SOUTH 57°53'46" WEST, A DISTANCE OF 52.08 FEET; THENCE SOUTH 37°15'22" WEST, A DISTANCE OF 47.91 FEET; THENCE SOUTH 41°06'20" WEST, A DISTANCE OF 30.27 FEET; THENCE SOUTH 06°45'14" WEST, A DISTANCE OF 45.14 FEET; THENCE SOUTH 50°38'30" WEST, A DISTANCE OF 59.90 FEET; THENCE SOUTH 70°41'55" WEST, A DISTANCE OF 65.28 FEET; THENCE SOUTH 89°28'28" WEST, A DISTANCE OF 49.65 FEET; THENCE NORTH 72°18'56" WEST, A DISTANCE OF 71.64 FEET; THENCE NORTH 49°26'04" WEST, A DISTANCE OF 51.19 FEET; THENCE NORTH 62°01'55" WEST, A DISTANCE OF 51.94 FEET; THENCE NORTH 19°10'26" WEST, A DISTANCE OF 103.04 FEET; THENCE NORTH 59°04'39" EAST, A DISTANCE OF 139.40 FEET; THENCE SOUTH 44°22'37" EAST, A DISTANCE OF 24.88 FEET; THENCE NORTH 81°39'34" EAST, A DISTANCE OF 32.81 FEET; THENCE NORTH 86°19'48" EAST, A DISTANCE OF 33.08 FEET; THENCE NORTH 48°55'33" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 21°13'32" EAST, A DISTANCE OF 69.33 FEET; THENCE NORTH 67°33'49" EAST, A DISTANCE OF 57.11 FEET; THENCE NORTH 32°37'57" EAST, A DISTANCE OF 44.27 FEET; THENCE NORTH 39°56'33" EAST, A DISTANCE OF 66.67 FEET; THENCE SOUTH 85°20'44" EAST, A DISTANCE OF 52.44 FEET; THENCE NORTH 62°21'11" EAST, A DISTANCE OF 25.32 FEET TO A POINT ON THE SAID NORTH LINE OF SECTION 8 AND THE POINT OF BEGINNING.

CONTAINING 2.92 ACRES, MORE OR LESS.

BEARING BASE:

THE NORTH LINE OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, IS TAKEN TO BEAR NORTH 89°37'14" EAST, AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

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PROJECT NAME:

SKETCH & DESCRIPTION FOR:

MAYA ESTATES



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Sheet 2 OF 4

Computed: DC

Checked: TP

REVISIONS:

Field Book: N/A

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4/10/06

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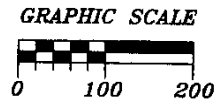
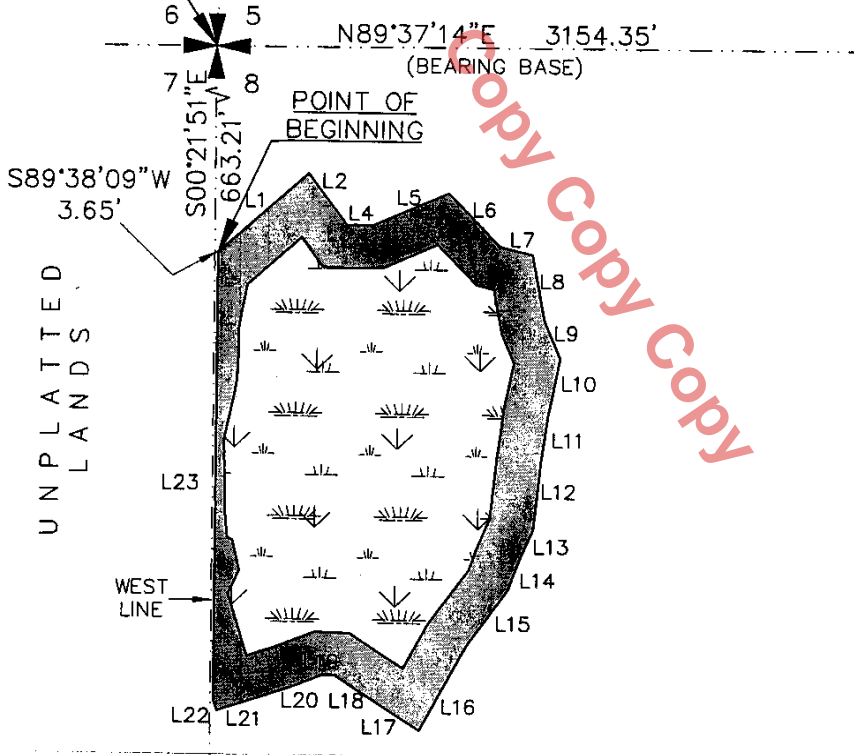
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POINT OF COMMENCEMENT
 NORTHWEST CORNER SECTION 8
 FOUND 3" X 3"
 CONCRETE MONUMENT
 NO I.D. CCR#084604



LINE TABLE		
LINE	BEARING	LENGTH
L1	N46°58'53"E	138.19
L2	S36°02'01"E	74.60
L3	S87°48'13"E	1.52
L4	N88°39'00"E	29.43
L5	N65°17'03"E	91.90
L6	S43°24'57"E	85.15
L7	S76°33'40"E	38.55
L8	S10°25'12"E	78.52
L9	S22°59'23"E	47.10
L10	S10°57'37"W	69.15
L11	S07°11'26"W	56.58
L12	S05°43'32"W	75.51
L13	S22°36'59"W	37.87
L14	S19°33'56"W	38.81
L15	S35°12'21"W	80.47
L16	S27°22'03"W	111.76
L17	N56°54'55"W	89.62
L18	N55°52'16"W	25.23
L19	N88°18'10"W	13.68
L20	S67°42'21"W	40.18
L21	S70°52'46"W	85.95
L22	N17°06'56"W	12.99
L23	N00°19'45"W	521.58

WETLAND
 NO. 1
 4.47 ACRES ±

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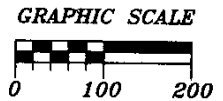
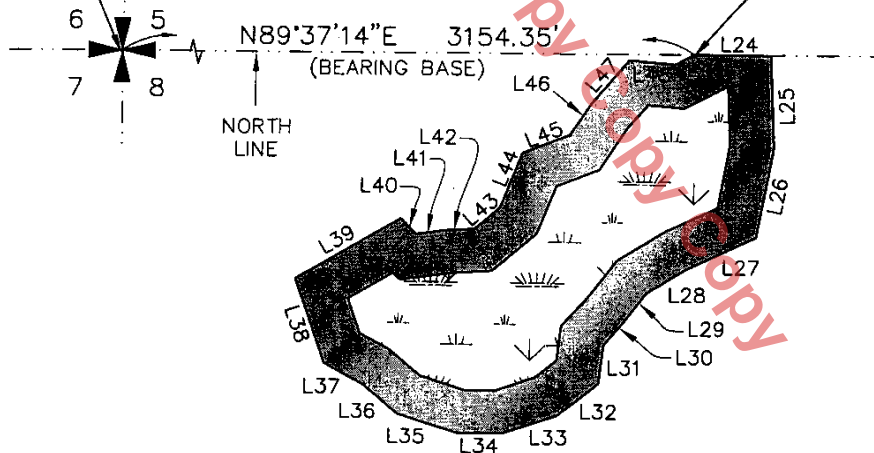
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Scale: 1" = 200'	REVISIONS:		
Sheet 3 OF 4	Field Book: N/A	Page: N/A	Field: N/A
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POINT OF COMMENCEMENT
 NORTHWEST CORNER SECTION 8
 FOUND 3" X 3"
 CONCRETE MONUMENT
 NO I.D. CCR#084604

UNPLATTED
 LANDS

POINT OF
 BEGINNING



WETLAND
 NO. 2
 2.92 ACRES±

LINE	BEARING	LENGTH
L24	N89°37'14"E	87.43
L25	S02°13'57"E	109.97
L26	S10°19'31"W	105.02
L27	S64°22'08"W	89.19
L28	S57°53'46"W	52.08
L29	S37°15'22"W	47.91
L30	S41°06'20"W	30.27
L31	S06°45'14"W	45.14
L32	S50°38'30"W	59.90
L33	S70°41'55"W	65.28
L34	S89°28'28"W	49.65
L35	N72°18'56"W	71.64
L36	N49°26'04"W	51.19
L37	N62°01'55"W	51.94
L38	N19°10'26"W	103.04
L39	N59°04'39"E	139.40
L40	S44°22'37"E	24.88
L41	N81°39'34"E	32.81
L42	N86°19'48"E	33.08
L43	N48°55'33"E	37.88
L44	N21°13'32"E	69.33
L45	N67°33'49"E	57.11
L46	N32°37'57"E	44.27
L47	N39°56'33"E	66.67
L48	S85°20'44"E	52.44
L49	N62°21'11"E	25.32

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