

Prepared by:  
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Newkirk Engineering, Inc.  
1230 N US Highway, Suite 3  
Ormond Beach, FL 32174  
(386) 872-7794

Return original or certified recorded document to:  
**St. Johns River Water Management District**  
**4049 Reid Street**  
**Palatka, FL 32177**

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## Deed of Conservation Easement Standard

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**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tymber Creek Apartments, LLC ("Grantor") whose mailing address is 6753 Jones Mill Court, Suite A, Norcross, GA 30092 to **St. Johns River 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 "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Volusia County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Permit No. 95674-3 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**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 other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" 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. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

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

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:  
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the 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, restored, enhanced, or created 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, clearing, and fencing;

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

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** 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 or entity qualified to hold such interests under the applicable state laws.

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

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

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

13. **Modifications.** 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 Volusia County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Volusia County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Tymber Creek Apartments, LLC ("Grantor") has hereunto set its authorized

hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

A Florida corporation or  \_\_\_\_\_ (choose one)

By: \_\_\_\_\_  
(Signature)

Name: Garrison McMillan

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the person who subscribed to the foregoing instrument, as the \_\_\_\_\_ (title), of \_\_\_\_\_  (corporation), a Florida corporation, or  \_\_\_\_\_ (choose one) and acknowledged that he/she executed the same on behalf of said  corporation, or  \_\_\_\_\_ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

My Commission Expires: \_\_\_\_\_

**Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of \_\_\_\_\_ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the **St. Johns River Water Management District**, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print)

**WITNESSES:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (print name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (Mortgagee/Lender), on behalf of the  corporation, or  (choose one). He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

My Commission Expires: \_\_\_\_\_

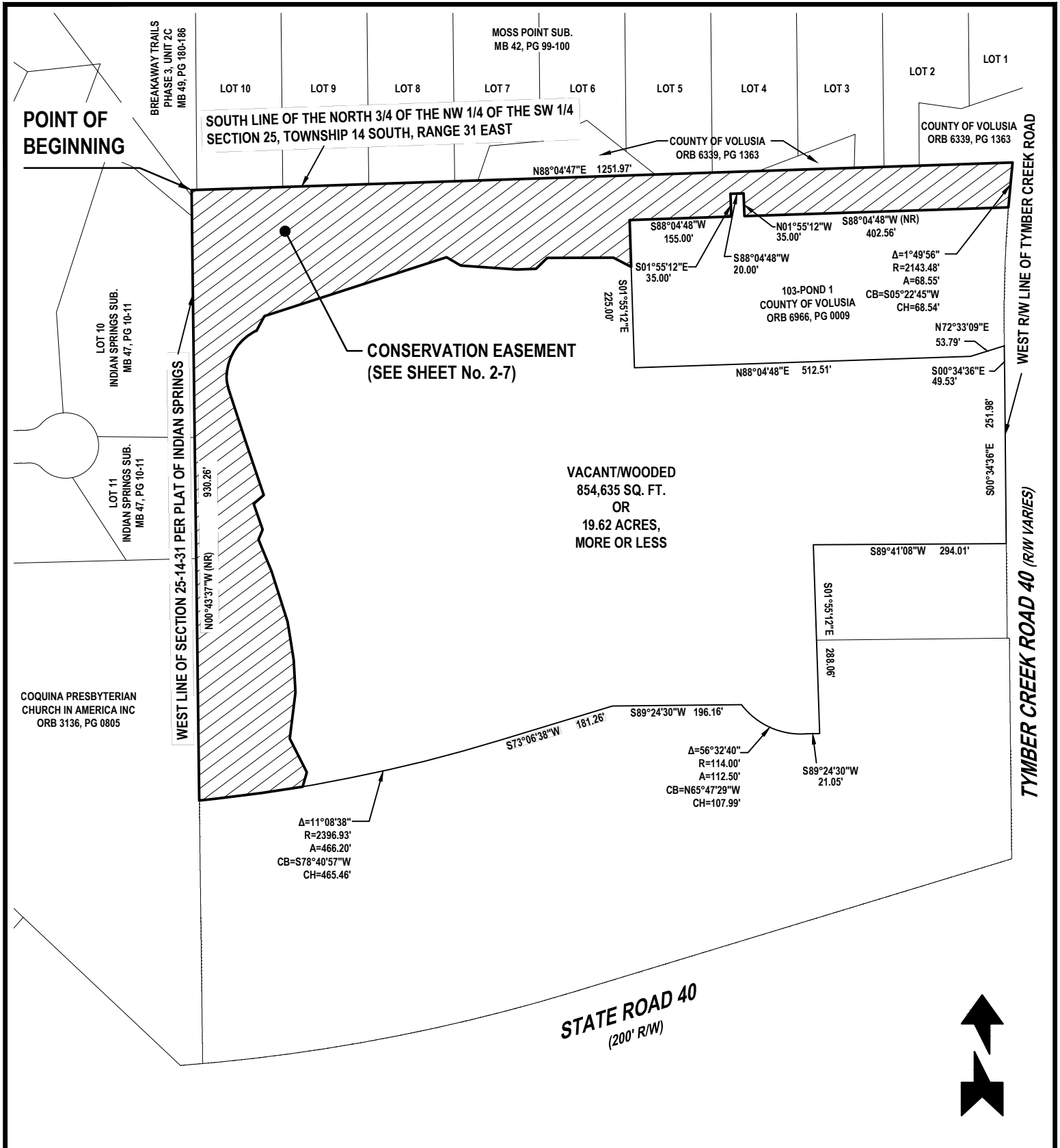
**EXHIBIT A**

[LOCATION MAP]



**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



**CONSERVATION EASEMENT**

**THIS IS NOT A SURVEY  
SHEET 1 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

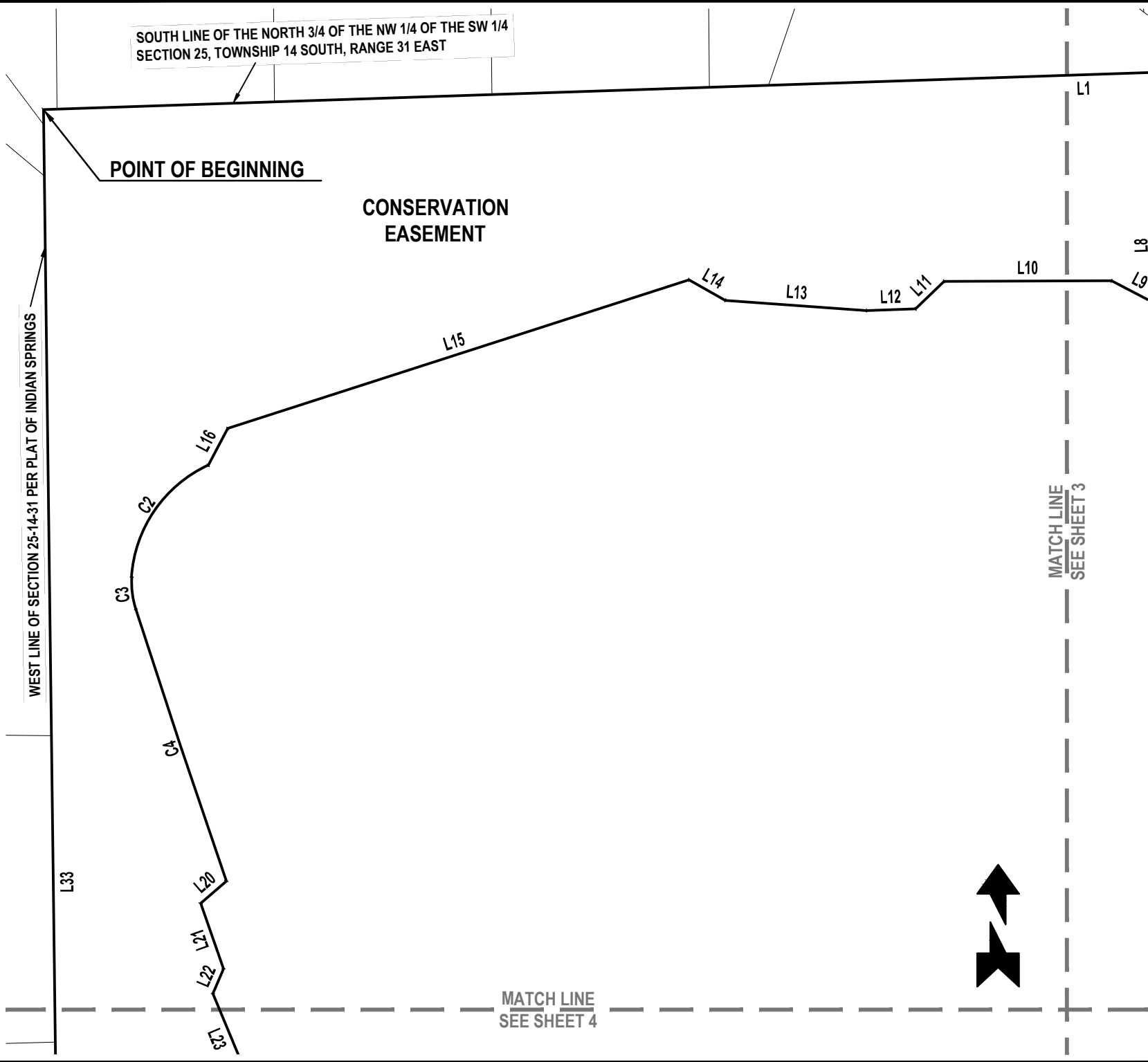
OWB: DAB  
DATE: 06-01-2021  
MAP SUBJECT:  
CONSERVATION EASEMENT  
SCALE: 1"=200'

TYPE OF SURVEY:  
**SKETCH AND LEGAL**

**A1A SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
Voice: 386.882.1868

LB # 8205 LS # 6378





SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF THE SW 1/4 SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST

POINT OF BEGINNING

CONSERVATION EASEMENT

WEST LINE OF SECTION 25-14-31 PER PLAT OF INDIAN SPRINGS

L33

C3

C2

L16

L15

L14

L13

L12

L11

L10

L9

L1

L20

L21

L22

L23

CA

MATCH LINE  
SEE SHEET 4

MATCH LINE  
SEE SHEET 3



**CONSERVATION EASEMENT**

**THIS IS NOT A SURVEY  
SHEET 2 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

**SHEET 1 OF 3**

TYPE OF SURVEY:

**SKETCH AND  
LEGAL**

OWB: DAB  
DATE: 06-01-2021

MAP SUBJECT:  
CONSERVATION  
EASEMENT

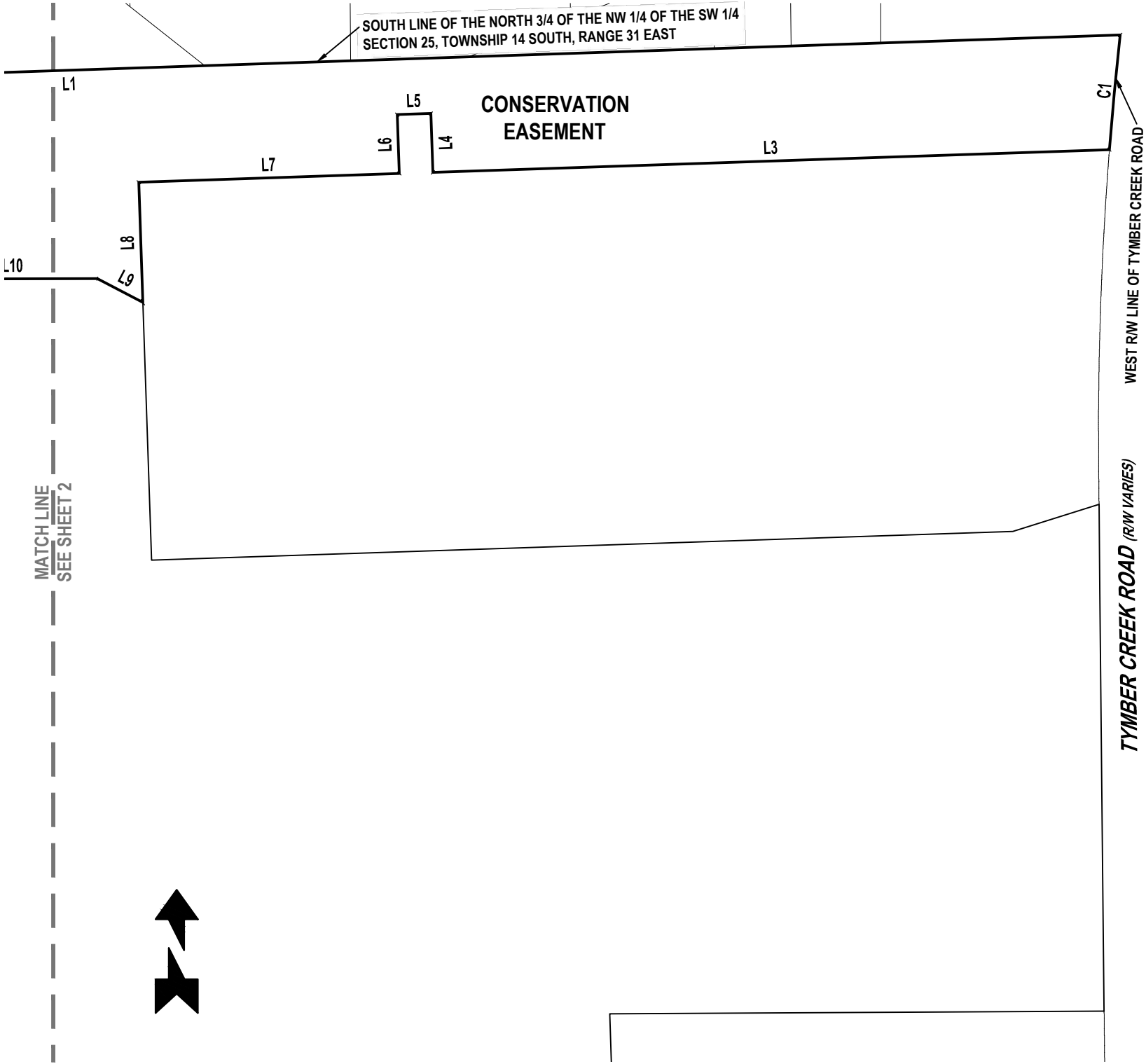
SCALE: 1"=80'

**A1A  
SURVEYING**

LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
Voice: 386.882.1868

LB # 8205

LS # 6378



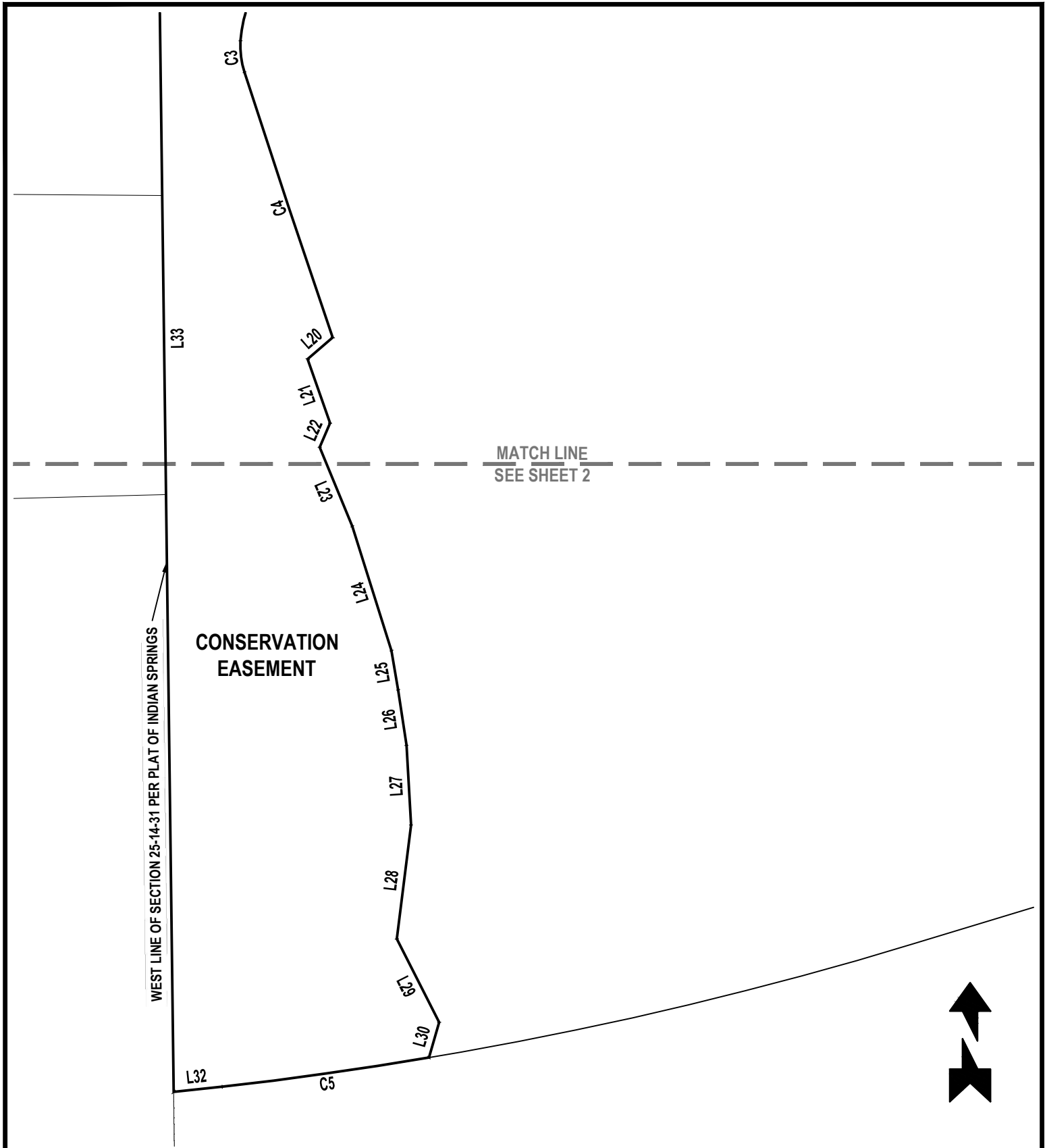
**CONSERVATION EASEMENT**

**THIS IS NOT A SURVEY  
SHEET 3 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

OWB: DAB  
DATE: 06-01-2021  
MAP SUBJECT: CONSERVATION EASEMENT  
SCALE: 1"=80'

TYPE OF SURVEY:  
**SKETCH AND LEGAL**

**A1A SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
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LS # 6378



**CONSERVATION  
EASEMENT**

**CONSERVATION EASEMENT**

**THIS IS NOT A SURVEY  
SHEET 4 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

OWB: DAB  
DATE: 06-01-2021  
MAP SUBJECT:  
CONSERVATION  
EASEMENT  
SCALE:  
1"=80'

TYPE OF SURVEY:  
**SKETCH AND  
LEGAL**

**A1A  
SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
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LB # 8205

LS # 6378

LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	1251.97'	N88° 04' 47"E	L25	24.59'	S9° 38' 59"E
L3	402.57'	S88° 04' 48"W	L26	34.62'	N8° 29' 17"W
L4	35.00'	N1° 55' 12"W	L27	49.26'	S3° 17' 16"E
L5	20.00'	S88° 04' 48"W	L28	70.81'	S7° 09' 01"W
L6	35.00'	S1° 55' 12"E	L29	57.80'	S26° 54' 44"E
L7	155.00'	S88° 04' 48"W	L30	22.63'	S16° 07' 38"W
L8	71.52'	S1° 55' 12"E	L32	30.13'	S83° 53' 40"W
L9	30.51'	N62° 28' 18"W	L33	930.26'	N0° 43' 37"W
L10	100.85'	S89° 48' 13"W			
L11	23.86'	S45° 51' 18"W			
L12	29.55'	S88° 04' 47"W			
L13	85.20'	N85° 51' 25"W			
L14	25.17'	N60° 39' 13"W			
L15	291.72'	S72° 08' 43"W			
L16	25.19'	S27° 44' 58"W			
L20	20.43'	S49° 07' 10"W			
L21	41.81'	S19° 17' 41"E			
L22	16.25'	S23° 18' 54"W			
L23	52.80'	S22° 28' 08"E			
L24	80.38'	S17° 30' 18"E			

CURVE TABLE					
CURVE #	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD DISTANCE	LENGTH
C1	1° 51' 52"	2106.46'	S5° 22' 16"W	68.54'	68.55'
C2	61° 14' 32"	80.00'	S34° 23' 04"W	81.50'	85.51'
C3	21° 51' 46"	51.58'	S7° 11' 10"E	19.56'	19.68'
C4	1° 04' 40"	9172.88'	S18° 24' 18"E	172.53'	172.53'
C5	3° 09' 10"	2343.39'	S81° 58' 25"W	128.93'	128.94'

## CONSERVATION EASEMENT

**THIS IS NOT A SURVEY  
SHEET 5 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

OWB: DAB  
DATE:  
06-01-2021  
MAP SUBJECT:  
CONSERVATION  
EASEMENT  
SCALE:  
N/A

TYPE OF SURVEY:  
**SKETCH AND  
LEGAL**

**A1A  
SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
Voice: 386.882.1868

LB # 8205

LS # 6378

## GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE BASED ON STATE PLANE GRID, NAD 83, FL EAST ZONE WITH THE BEARING OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST BEING S88°04'42"W.
2. LEGAL DESCRIPTION PER A 1 A SURVEYING , INC.
3. THIS SKETCH IS NOT FULL AND COMPLETE UNLESS SHEETS 1, 2, 3, 4, 5, 6 AND 7 ARE TOGETHER.

## ABBREVIATIONS / LEGEND:

CA	CENTRAL ANGLE	LB	LICENSED BUSINESS	No.	NUMBER	PC	POINT OF CURVATURE
CB	CHORD BEARING	LC	LICENSED CORPORATION	OWB	OFFICE WORK BY	PCC	POINT OF COMPOUND CURVE
Ch	CHORD DISTANCE	LLC	LIMITED LIABILITY	O#	WORK ORDER	S.R.	STATE ROAD
L	LENGTH	LS	COMPANY LICENSED SURVEYOR	No.	NUMBER	R	RADIUS
						R/W	RIGHT-OF-WAY

## CONSERVATION EASEMENT

**THIS IS NOT A SURVEY  
SHEET 6 OF 7  
SEE SHEET 7 OF 7 FOR  
SURVEYOR'S SIGNATURE**

OWB: DAB DATE: 06-01-2021
MAP SUBJECT: CONSERVATION EASEMENT
SCALE: N/A

TYPE OF SURVEY:  
**SKETCH AND  
LEGAL**

**A1A  
SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
Voice: 386.882.1868

LB # 8205

LS # 6378

# LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

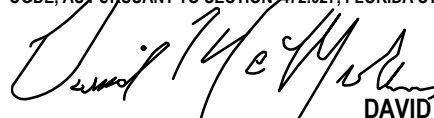
AS A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 25 TOWNSHIP 14 RANGE 31 EAST PER PLAT OF INDIAN SPRINGS WITH THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF THE SW 1/4 SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, NORTH 88 DEGREES 04 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1251.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD (A VARIABLE RIGHT-OF-WAY AS NOW LAID OUT) SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 51 MINUTES 52 SECONDS, A RADIUS OF 2106.46 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 22 MINUTES 16 SECONDS WEST AND A CHORD DISTANCE OF 68.54 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 65.55 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 88 DEGREES 04 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 402.57 THENCE NORTH 01 DEGREES 55 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 35.00 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 35.00 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 155.00 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 71.52 FEET; THENCE NORTH 62 DEGREES 28 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 30.51 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 100.85 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 23.86 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 29.55 FEET; THENCE NORTH 85 DEGREES 51 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 85.20 FEET; THENCE NORTH 60 DEGREES 39 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 25.17 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 291.72 FEET; THENCE SOUTH 27 DEGREES 44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 25.19 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 61 DEGREES 14 MINUTES 32 SECONDS, A RADIUS OF 80.00 FEET, CHORD BEARING OF SOUTH 34 DEGREES 23 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 81.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 85.51 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 21 DEGREES 51 MINUTES 46 SECONDS, A RADIUS OF 51.58 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 11 MINUTES 10 SECONDS EAST AND A CHORD DISTANCE OF 19.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 19.68 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 04 MINUTES 40 SECONDS, A RADIUS OF 9172.88 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 24 MINUTES 18 SECONDS EAST AND A CHORD DISTANCE OF 172.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 172.53 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 49 DEGREES 07 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 20.43 FEET; THENCE SOUTH 19 DEGREES 17 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 41.81 FEET; THENCE SOUTH 23 DEGREES 18 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 16.25 FEET; THENCE SOUTH 22 DEGREES 28 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 52.80 FEET; THENCE SOUTH 17 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 80.38 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 24.59 FEET; THENCE SOUTH 08 DEGREES 29 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 34.62 FEET; THENCE SOUTH 03 DEGREES 17 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 49.26 FEET; THENCE SOUTH 07 DEGREES 09 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 70.81 FEET; THENCE SOUTH 26 DEGREES 54 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 57.80 FEET; THENCE SOUTH 16 DEGREES 07 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 22.63 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 03 DEGREES 09 MINUTES 10 SECONDS, A RADIUS OF 2343.39 FEET, A CHORD BEARING OF SOUTH 81 DEGREES 58 MINUTES 25 SECONDS WEST AND A CHORD DISTANCE OF 128.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 128.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 83 DEGREES 53 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 30.13 FEET TO A POINT ON THE AFORESAID WEST LINE OF SECTION 25 TOWNSHIP 14 SOUTH RANGE 31 EAST; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 43 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 930.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 5.042 ACRES MORE OR LESS.

**THIS IS NOT A SURVEY  
SHEET 7 OF 7**

## CONSERVATION EASEMENT

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
06/01/2021  
DAVID McMILLEN  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: DAB  
DATE:  
02-16-2021  
MAP SUBJECT:  
CONSERVATION  
EASEMENT  
SCALE:  
N/A

TYPE OF SURVEY:  
  
SKETCH AND  
LEGAL

**A1A**  
**SURVEYING**  
LAND SURVEYING CONSTRUCTION LAYOUT  
244 Ridgewood Avenue, Daytona Beach, Florida 32117  
Voice: 386.882.1868

LB # 8205

LS # 6378



**EXHIBIT C**

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]