

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 8th day of October, 1996, by Lennar Homes, 8190 State Road 84, Davie, Florida 33324 ("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 Palm Beach County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) Orange Point P.U.D. ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 50-00548-S-26 ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

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

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the property; 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 (1993), 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 other good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, 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.

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 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 within Grantor's regulatory jurisdiction 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 pay any and all real property taxes and assessments levied by competent authority on 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 non-prevailing party in such proceedings.

8. 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.

9. 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.

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11. 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.

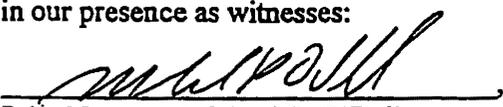
12. The terms, conditions, restrictions and purpose of this conservation easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this conservation easement.

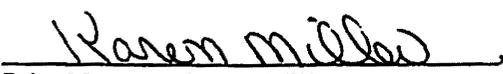
13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Palm Beach County.

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.

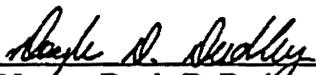
IN WITNESS WHEREOF, Lennar Homes, Inc. has hereunto set its authorized hand this 8th day of October, 1996 .

Signed, sealed and delivered -
in our presence as witnesses:

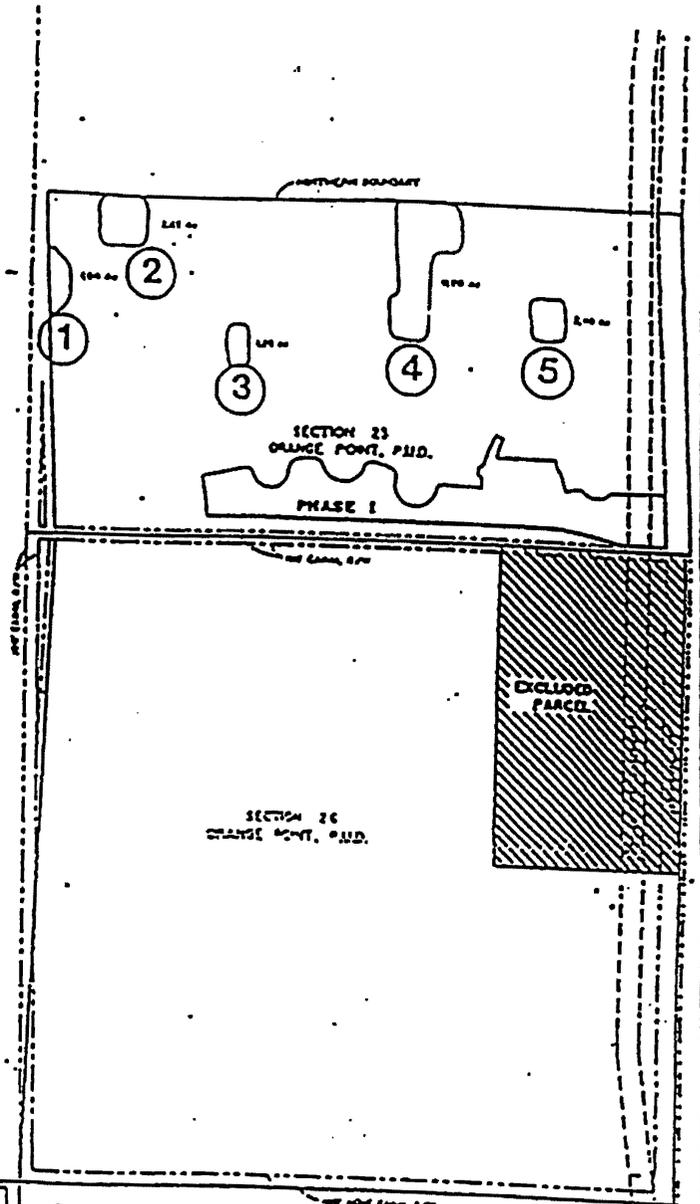

Print Name: Michael P. O'Dell


Print Name: Karen Miller

LENNAR HOMES, INC.
A Florida corporation

By: 
Print Name: Doyle D. Dudley
Title: Vice President

Locations of Wetlands in Section 23 of the Orange Point Project Site
 Based on the South Florida Water Management District Permit No. 50-00548-S.



LOCATED WETLANDS SCALED FROM THE MARKED AERIALS
 MADE BY THE PALM BEACH COUNTY
 ENVIRONMENTAL RESOURCES
 MANAGEMENT DEPARTMENT
 OCTOBER, 1990

SECTION 26
 ORANGE POINT, P.I.D.

RECEIVED
 3/11/91
 WPM

FINAL APPROVED BY

MAR 4 1991

WPM



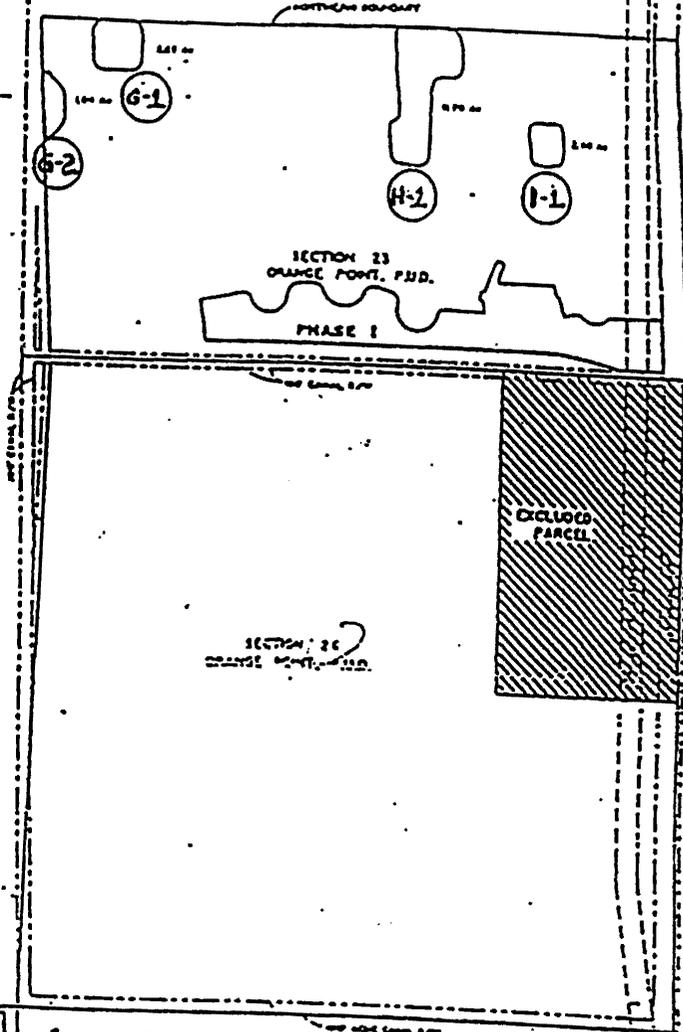
ADAIR & BRADY, INC.

FIGURE 2

Conservation area in Section 23 of the Orange Point Project Site
 Based on the South Florida Water Management District Permit No. 50-00548-S.



SCALE: 1" = 800'



LOCATED WETLANDS: SCALED FROM THE MARKED AERIALS
 MADE BY THE PALM BEACH COUNTY
 ENVIRONMENTAL RESOURCES
 MANAGEMENT DEPARTMENT
 OCTOBER, 1990

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 ORANGE POINT, F.W.D.

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 MAR 11 1991
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FINAL APPROVED BY:

MAR 4 1991

WPB



ADAIR & BRADY, INC.

FIGURE 6