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CONSERVATION EASEMENT

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M. Robinson

STATE OF FLORIDA  
COUNTY OF LEE

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of Florida Department of Environmental Protection permit number 361933749, issued pursuant to the requirements of Chapter 373 (formerly section 403.918), Florida Statutes and Section 62-312, Florida Administrative Code, to WCI Communities Limited Partnership, a Delaware limited partnership (successor by merger to Pelican Landing Communities, Inc.) ("Grantor") has granted to the State of Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida ("Grantee"), a non-exclusive, perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Lee County, Florida, as set forth in the legal description and attached hereto as Exhibit A (the "Property"), which shall run with the land and be binding upon Grantor, Grantee, their respective successors and assigns, including without limitation, any subsequent purchasers of the Property, or any portion thereof, and shall remain in full force and effect forever.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Environmental Protection Permit No. 361933749 (as it may be amended from time to time), including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, and except that the Grantor, its successors and assigns, are not precluded from making application for the construction of a boardwalk with a maximum width of 10 feet and maximum length of 500 feet within the conservation easement area, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE OF FLORIDA

- 5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- 6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- 7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- 8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor, on behalf of itself and its successors or assigns, hereby agrees to bear all costs and liabilities relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee for same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of the execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Grantor shall have the right, at any time, in its sole and absolute discretion, to assign any or all of its rights and maintenance and repair obligations hereunder and/or any of its rights to implement and/or perform the maintenance and monitoring activities under the permit, to the Bayside Improvement Community Development District ("District"), a community development district under Chapter 190, Florida Statutes, or to a homeowner's association for the Property, such assignment and acceptance thereof by the District or homeowner's association to be evidenced by a separate instrument to be recorded in the Public Records of Lee County, Florida. Upon recording of this instrument, such District or association, as the case may be, shall automatically assume full and sole responsibility for all such assigned duties and obligations.

Grantee will hold this Conservation Easement exclusively for conservation purposes and will not assign its rights hereunder except to another organization qualified to hold such interest

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under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes and subject to compliance with the terms and conditions hereof.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 23<sup>rd</sup> day of October, 1996.

Signed, sealed, and delivered in the presence of:

GRANTOR:  
WCI COMMUNITIES LIMITED  
PARTNERSHIP

Laurel Y. Sitterly  
Witness Laurel Y. Sitterly

By: [Signature]  
Jerry H. Schmoyer  
Senior Vice President

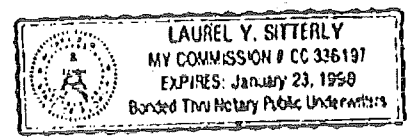
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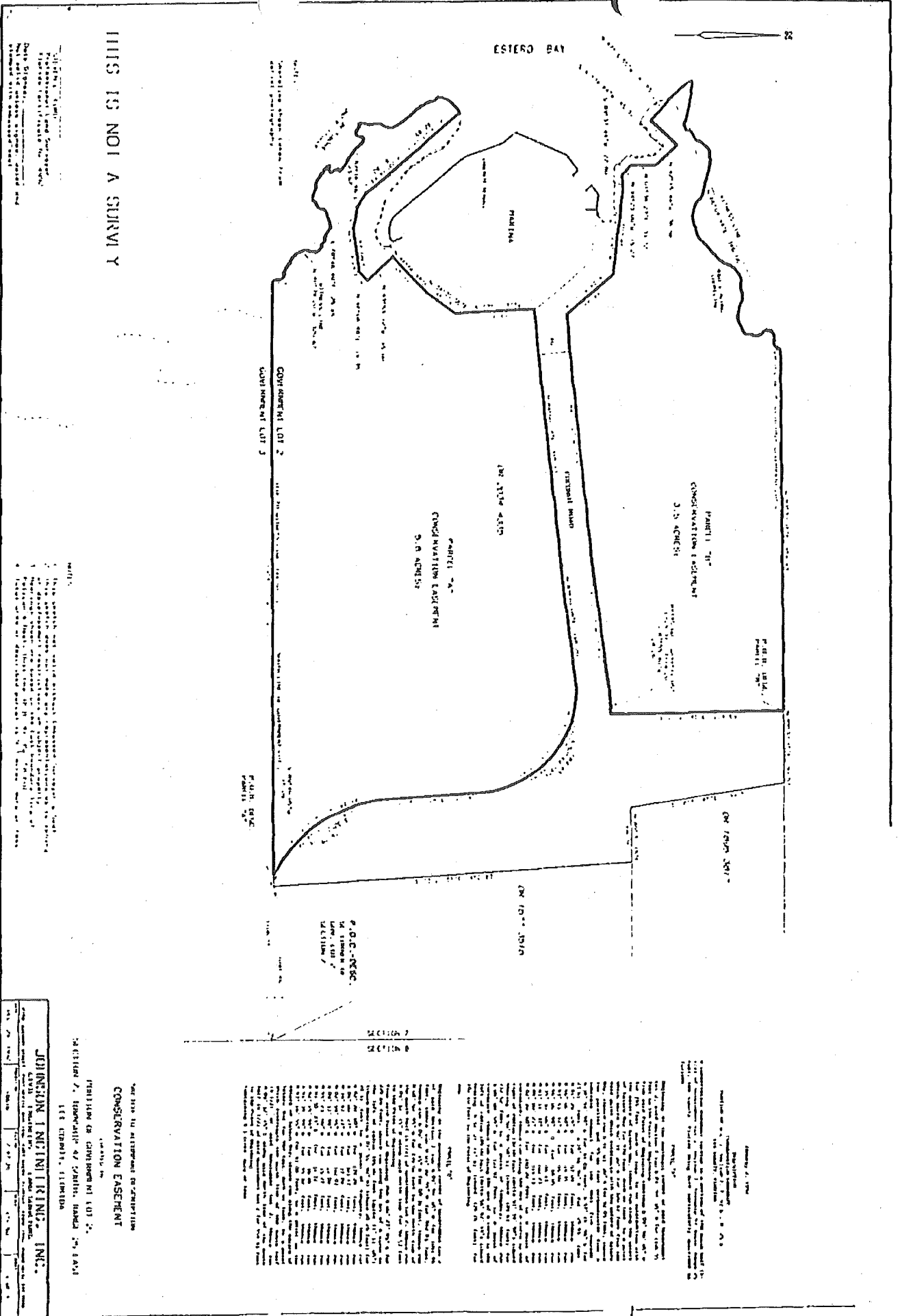
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 1996, by Jerry H. Schmoyer as Senior Vice President of WCI Communities Limited Partnership. He is personally known to me and who did not take an oath.

Laurel Y. Sitterly  
Notary Public Laurel Y. Sitterly

[ SEAL ]





THIS IS NOT A SURVEY

NOT TO SCALE  
 THIS PLAN IS FOR INFORMATION ONLY  
 AND DOES NOT REPRESENT A SURVEY  
 NOR A GUARANTEE OF ACCURACY

NOTES:  
 1. THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A SURVEY NOR A GUARANTEE OF ACCURACY.  
 2. THE BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA.  
 3. THE BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA.  
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SECTION 7  
 SECTION 8

JOHNSON ENGINEERING, INC.  
 1111 S. MILITARY TRAIL, SUITE 100  
 WEST PALM BEACH, FLORIDA 33411  
 TEL: 561-835-1111

PREPARED BY JOHNSON ENGINEERING, INC.  
 1111 S. MILITARY TRAIL, SUITE 100  
 WEST PALM BEACH, FLORIDA 33411  
 TEL: 561-835-1111

SECTION 7  
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CONSENT

KNOW ALL MEN BY THESE PRESENTS:

THE FIRST NATIONAL BANK OF BOSTON, a national banking association, as Collateral Agent, the owner and holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in Official Records Book 2620, Page 1149, and as Agent, the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 2620, Page 0813, all of the Public Records of Lee County, Florida, (collectively the "Mortgages") which Mortgages constitute a lien upon the real property described in the within and foregoing Conservation Easement, hereby consents to WCI Communities Limited Partnership, a Delaware limited partnership, executing the within and foregoing Conservation Easement in favor of the State of Florida Department of Environmental Protection, and agrees that the lien and encumbrance of the Mortgages shall be subordinate to the Conservation Easement and that the Conservation Easement shall survive any foreclosure of the Mortgages or deeds in lieu thereof.

Dated this 23 day of October, 1996

Witnesses:

THE FIRST NATIONAL BANK OF BOSTON,  
as Collateral Agent and Agent

[Signature]  
Signature  
Jonathan [unclear]  
Print Name

By: [Signature]  
Print Name: Steven P. Selby

[Signature]  
Signature  
John T. Pearson  
Print Name

STATE OF GEORGIA  
COUNTY OF FULTON DeKalb

The foregoing instrument was acknowledged before me this 23 day of October, 1996, by Steven P. Selby, a Vice President of The First National Bank of Boston, a national banking association, who is personally known to me.

(SEAL)

[Signature]  
Notary Public  
Print Name: Francis K. Howard  
My Commission Expires:

NOTARY PUBLIC, Hall County, Georgia  
My Commission Expires April 23, 2000

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