

Return Recorded Original to:
Bruce Barkett, Esq.
Collins Brown Barkett, Chartered
756 Beachland Blvd.
Vero Beach, FL 32963

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2022 by **RYALL ACQUISITION GROUP, LLC**, a Florida limited liability company, having an address of **1848 Wilbur Avenue, Vero Beach, Florida 32960**, ("Grantor"), in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at **P. O. Box 1429, Palatka, Florida 32178-1429** ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in **Indian River County, Florida**, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this Conservation Easement to prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Except as provided herein, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose**. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property other than those uses described herein which will impair or interfere with the environmental value of the Property.

2. **Prohibited Uses**. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground. Irrigation systems required to sustain vegetation within any landscape buffer areas are permitted.

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

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

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

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; provided, however, activities and construction of facilities by the City of Sebastian to implement stormwater management or to enhance environmental function shall be permitted.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Construction of docks, piers, or other structures

(i) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions contained within Section 2 above, the Grantor reserves unto itself, and its successors and assigns, the right to conduct mitigation activities approved by Grantee.

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

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

5. **Grantee's Discretion.** Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee's Liability.** Grantor will indemnify Grantee for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Indian River County 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.

9. **Modification**. This easement may only be modified, amended or released as to all or any portion of the Property by a written instrument executed by the then owner of the fee simple title to the Property and by St. John's River Water Management District; provided that the modification, amendment or release has also been approved in writing by Indian River County. If so required by the County, it shall join in the execution of any instrument necessary or desirable to effect any such modification, amendment or release.

10. **Successors**. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. Grantor may dedicate or convey the Property or any portion thereof to the City of Sebastian. Upon such conveyance or dedication, the City of Sebastian shall have all obligations of Grantor hereunder.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed in the presence of:

GRANTOR:

sign: _____
print name: _____

By: _____
title: _____
print name: _____

sign: _____
print name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me by means of _____ online or _____ in person notarization this _____ day of _____, 2022 by _____, the Board Chairman of Indian River Land Trust, Inc., a not-for-profit corporation, on behalf of and as the act and deed of said corporation. He/she is personally known to me or has produced _____ (passport/driver's license) as identification.

NOTARY PUBLIC:

printed name: _____
Commission No.: _____
Commission Expiration: _____

EXHIBIT A

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.