

RETURN TO:
COUNTY ATTORNEY'S OFFICE
1840 25th STREET
VERO BEACH, FLORIDA 32909

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT, made and executed this 11 day of March, 1998, by ATLANTIC COAST ENTERPRISES, INC., a Florida corporation, whose mailing address is P.O. Box 780213, Sebastian, Florida 32978, hereinafter called Grantor, to INDIAN RIVER COUNTY, a political subdivision of the State of Florida, whose mailing address is 1840 25th Street, Vero Beach, Florida 32960, hereinafter called Grantee,

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property situated in Indian River County, Florida, which is currently undergoing development; and

WHEREAS, Grantor finds that it is appropriate to retain certain land or water areas on Grantor's property in their natural, scenic, open, or wooded condition; retaining such areas as suitable for habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance; and

WHEREAS, the establishment of a conservation easement is required by Indian River County Comprehensive Plan Conservation Element, Policy 5.1(h) to overlay all preserved, created, or enhanced wetlands or deep water habitats (and upland buffers, as applicable) associated with development site mitigation; and

WHEREAS, it may be appropriate pursuant to Indian River County Comprehensive Plan Conservation Element, Policy 6.12 to preserve certain native plant communities in viable condition with intact canopy, understory, and ground cover:

NOW, THEREFORE, Grantor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, by these presents does grant a conservation easement upon and across that real property described in Exhibit "A" to Grantee which conservation easement shall run with the land and be binding upon the owner, its heirs, successors and assigns, and remain in full force and effect, enforceable by the Grantee either by injunction or proceeding in equity or at law, said easement specifically prohibiting any of the following activities:

1. constructing 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 substance 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;
4. excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
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 the retention of land or water areas; and
8. acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, archeological, architectural, or cultural significance.

DOCUMENTARY STAMPS
DEED \$.70
NOTE \$
JEFFREY K. BARTON, CLERK
INDIAN RIVER COUNTY

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Notwithstanding any provision to the contrary herein contained, Grantor reserves the right for certain passive recreational uses not detrimental to the health of the ecological system.

Notwithstanding any provision to the contrary herein contained, the above-stated conservation easement shall not transfer to Grantee any of the normal duties and obligations of the Grantor to maintain the fee simple property in a safe condition.

This easement shall be perpetual and shall run with the land and be binding upon all subsequent owners of the servient estate. This easement shall be assignable to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire such easements. This easement may be enforced by the Grantee by injunction or proceeding in equity or at law. This easement may be released by the Grantee to the owners of the servient estate. This easement shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

Grantor hereby covenants that it is lawfully seized of said servient land in fee simple, and that it has good right and lawful authority to convey the easements hereby established, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 11 day of March, 1996.

Signed in the presence of:

Bruce Barkett
Print Name Bruce Barkett

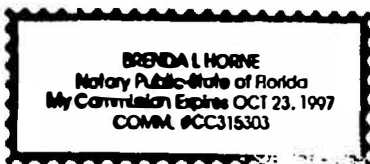
Brenda L. Horne
Print Name Brenda L. Horne

ATLANTIC COAST ENTERPRISES, INC.

By Richard J. Brown
Richard Brown, President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 11 day of March, 1996, by Richard Brown, the President of Atlantic Coast Enterprises, Inc., a Florida corporation, on behalf of and as the act and deed of said corporation. He is personally known to me or produced Florida driver's license as identification.



Brenda L. Horne
Notary Public, State of Florida at Large.
My Commission expires:



THIS INSTRUMENT PREPARED BY:
Bruce Barkett, Esq.
Collins, Brown, Caldwell, Barkett, Rossway,
Garavaglia & Moore, Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963

Handwritten notes:
APPROVED BY THE
...
... Collins ...

OR 1095FG2672

EXHIBIT "A"

DESCRIPTION OF UPLAND PRESERVATION PARCEL

The South 40.00 feet of the West 679.00 feet of the NW 1/4 of the SE 1/4 of Section 7,
Township 31 South, Range 39 East, Indian River County, Florida.

OR 1095 PG 2673