

Prepared by:

**Stephen R. Melchiori, PSM
1995 W. Barefoot Place
Vero Beach, Florida 32963**

**Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177**

**Note to Recording Clerk:
Please cross reference with
OR Book 3134 Page 2422**

**AMENDMENT TO
REGULATORY CONSERVATION EASEMENT**

THIS AMENDMENT TO REGULATORY CONSERVATION EASEMENT is entered into this ____ day of _____, 20____, by Lost Tree Preserve Owners Association, Inc., a Florida non-profit corporation whose address is 11300 US 1., Suite 100, Palm Beach Gardens, FL 33408 ("Grantor"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

RECITALS:

WHEREAS, Grantor's predecessor in title, Lost Tree Preserve, LLC, a Florida limited liability company, executed and granted a Conservation Easement dated July 5, 2018, and recorded in Official Records of Indian River County in Book 3134, Page 2422, over certain real property situated, lying and being in Indian River County, Florida, as more particularly described therein, in accordance with District Permit No. 4-061-96932-2, ("Permit"); and

WHEREAS, Grantor and Grantee have agreed to add additional land to the operation of the Conservation Easement, said lands being described in attached Exhibit "A;" and

WHEREAS, the parties intend to ratify the remainder of the Conservation Easement which is not released herein.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release. Grantor hereby grants, conveys and submits the real property described on Exhibit A to the terms and conditions of the Conservation Easement.

2. Reaffirmation. Except as specifically set forth herein, all provisions of the Conservation Easement shall remain unchanged and in full force and effect. The property described in the Conservation Easement is unaffected by this Amendment and shall continue to be bound by the terms of said Conservation Easement.

3. 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 that will impair or interfere with the environmental value of the Property.

4. Prohibited Uses. 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 and uses are expressly prohibited on the Property:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(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.

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

(h) 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.

5. 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.

6. 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.

7. 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.

8. Grantee's Liability. Grantor will assume all liability 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.

9. 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.

10. Recordation. Grantor shall record this Amendment to Regulatory Conservation Easement in timely fashion in the Official Records of Indian River 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 Amendment to Regulatory Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Amendment to Regulatory Conservation Easement in the public records.

12. 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. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this Amendment to Regulatory Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:
Lost Tree Preserve Owners Association, Inc.

Signature: Natalie Germano
Printed Name: Natalie Germano

By: Charles H. Stevens
Printed Name: Charles H. Stevens.
Title: President

Signature: [Signature]
Printed Name: Svetlana Velickovich

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by Charles H. Stevens, President of Lost Tree Preserve Owners Association, Inc. a Florida Corporation **by means of** **physical presence** or **online notarization**, this 16th day of August, 2023 by Charles H. Stevens, who did not take an oath.



Kathleen M. Garulli
Notary Public, State of Florida
at Large.

My Commission Expires: February 25, 2024

Serial No. GG 933018

Personally known X OR produced identification _____ . Identification produced _____ .

Attest:

**GRANTEE: ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT**

Name: Mary Ellen Winkler
Title: General Counsel
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32217-2529

Name: Ann B. Shortelle, Ph.D.
Title: Executive Director
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32177-2529

[SEAL]

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me, **by means of physical presence or online notarization**, this _____ day of _____, 2020, by Ann B. Shortelle, Ph.D., the Executive Director of the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, on behalf of the District. She is personally known to me.

Notary Public, State of Florida
at Large.

My Commission Expires:

Serial No. _____

JOINDER AND SUBORDINATION OF INDIAN RIVER COUNTY AND
THE INDIAN RIVER COUNTY MOSQUITO CONTROL DISTRICT

Indian River County ("County" and the Indian River County Mosquito Control District ("District) join in the execution of this Amendment and acknowledge and confirm that rights granted under the plat dedications to the County and District with respect to Tract C, Lost Tree Preserve Phase I as per plat thereof recorded in Plat Book 30, Page 1 are subject and subordinate to the terms and conditions of the Conservation Easement described herein as amended only as to that portion of Tract C described on Exhibit A attached hereto.

Indian River County

By: _____

Print Name: _____

Indian River County Mosquito Control
District

By: Sherry Burroughs

Print Name: Sherry Burroughs

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


BY: William K. Debraal
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY


EXHIBIT A

Parcel F Area to be added to the Conservation Easement

A portion of Tract C, Lost Tree Preserve PD, Phase 1, as recorded in Plat Book 30, Pages 1 thru 8, Public Records of Indian River County, Florida; Commence at the northwest corner of said Tract C, said point also being the northeasterly corner of Tract B as depicted on said plat of Lost Tree Preserve PD, Phase 1. Said Tract B being a portion of the Conservation Easement recorded in Official Record Book 3134, Page 2422, Public Records of Indian River County, Florida; thence along the north boundary of said Tract C, S89°22'11"E, for a distance of 16.23' to the point of beginning;

thence continue S89°22'11"E, along said north line of said Tract C, for a distance of 8.46';
thence, S29°31'13"E, for a distance of 14.76'; thence, S26°34'56"E, for a distance of 17.29';
thence S29°22'34"E, for a distance of 10.51'; thence, S30°16'30"E, for a distance of 11.93';
thence, S41°43'54"E, for a distance of 13.73'; thence, S63°58'30"E, for a distance of 8.27';
thence, S07°21'48"W, for a distance of 28.34'; thence, S33°54'04"E, for a distance of 28.79';
thence S06°14'44"E, for a distance of 10.54'; thence, S35°45'41"E, for a distance of 9.60';
thence, S00°43'03"W, for a distance of 15.00'; thence, S28°40'13"E, for a distance of 21.19';
thence S21°36'36"E, for a distance of 19.00'; thence, S45°46'31"W, for a distance of 26.38';
thence, S72°35'20"W, for a distance of 24.18'; thence, S89°31'51"W, for a distance of 29.95';
thence, N73°47'28"W, for a distance of 14.06'; thence, N75°28'27"W, for a distance of 14.29';
thence S69°31'37"W, for a distance of 8.78'; thence, S53°49'03"W, for a distance of 23.37';
thence, N37°14'02"W, for a distance of 21.48'; thence, N63°54'26"E, for a distance of 39.15';
thence, S43°18'17"E, for a distance of 14.75'; thence, N47°03'21"E, for a distance of 54.42';
thence, N03°53'30"W, for a distance of 65.34'; thence, N11°17'13"W, for a distance of 45.75';
thence, N22°27'44"W, for a distance of 51.70' to the point of beginning. Said parcel contains 8,015 square feet more or less.


Stephen R. Melchiori, PSM
Florida Registration Number 5127



PARCEL F

69TH STREET

S89°22'11"E 664.78'

POB
POC

AREA TO BE
ADDED
8,015 S/F

SEE SHEET 2 FOR
BEARINGS AND
DISTANCES

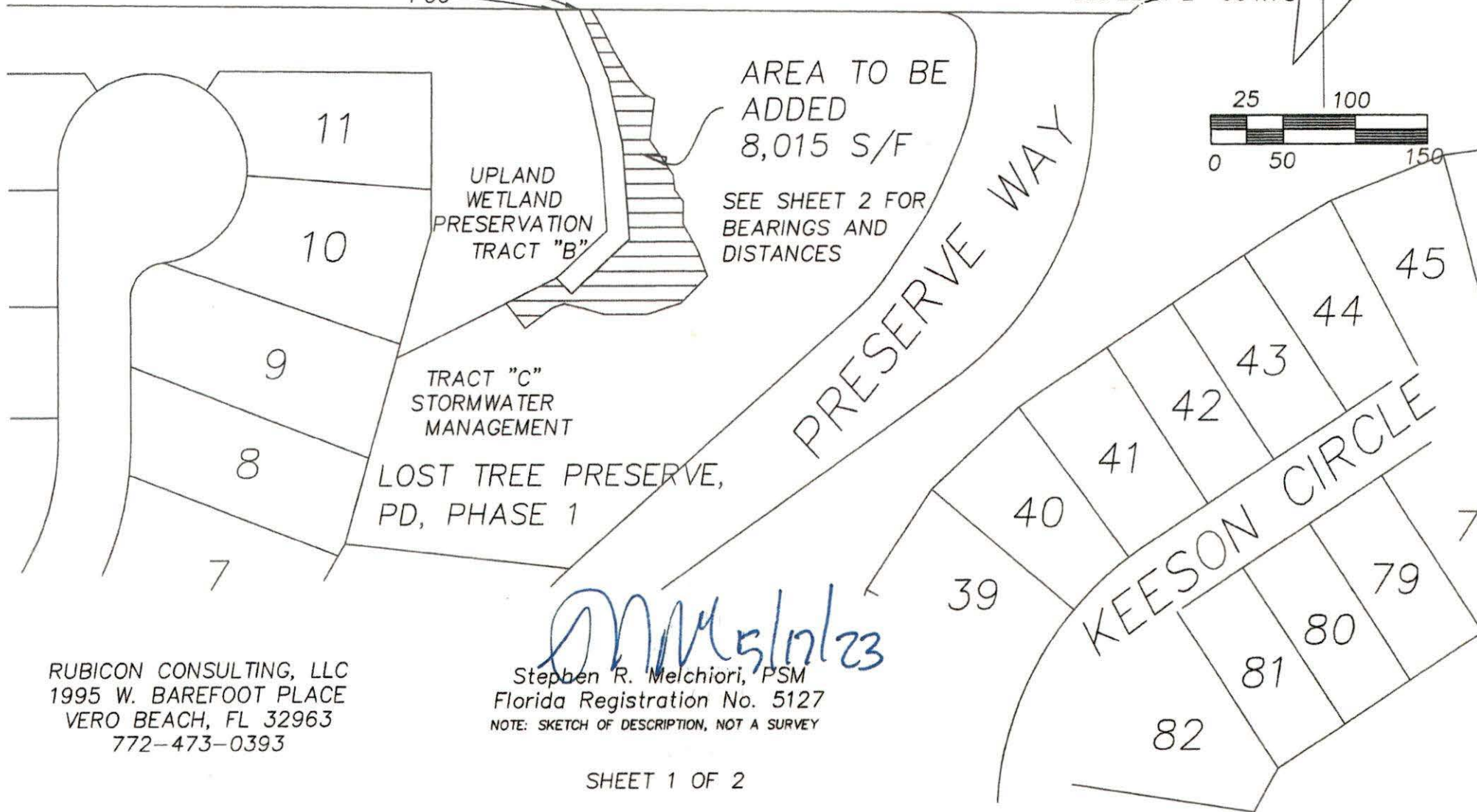
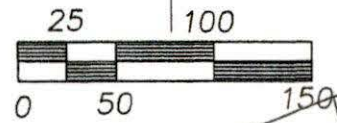
UPLAND
WETLAND
PRESERVATION
TRACT "B"

TRACT "C"
STORMWATER
MANAGEMENT

LOST TREE PRESERVE,
PD, PHASE 1

PRESERVE WAY

KEESON CIRCLE



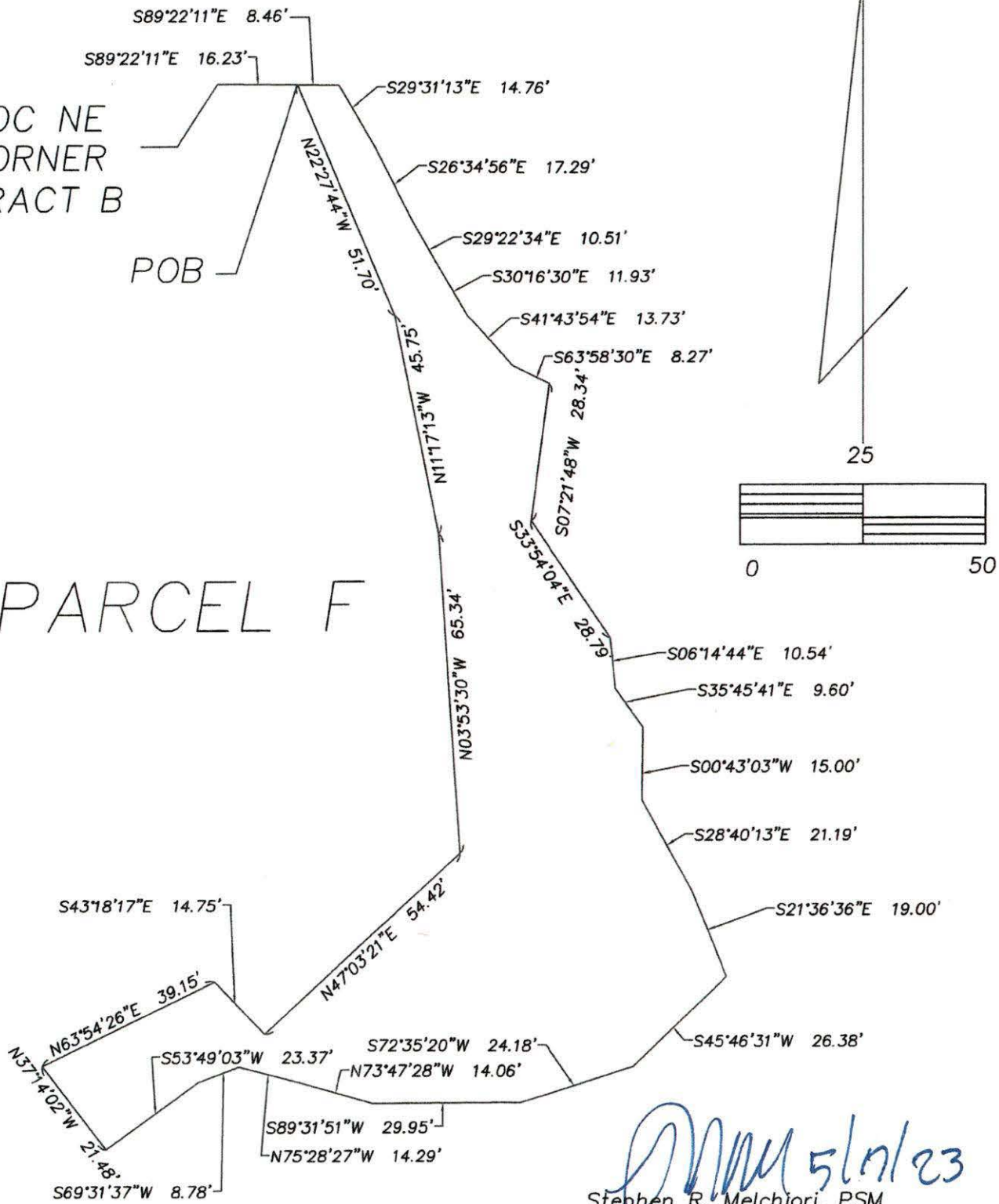
RUBICON CONSULTING, LLC
1995 W. BAREFOOT PLACE
VERO BEACH, FL 32963
772-473-0393

mm 5/17/23
Stephen R. Melchiori, PSM
Florida Registration No. 5127
NOTE: SKETCH OF DESCRIPTION, NOT A SURVEY

POC NE
CORNER
TRACT B

POB

PARCEL F



SM 5/17/23
Stephen R. Melchiori, PSM
Florida Registration No. 5127
NOTE: SKETCH OF DESCRIPTION, NOT A SURVEY

RUBICON CONSULTING, LLC
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SHEET 2 OF 2