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JEFFREY K. BARTON, CLERK  
INDIAN RIVER COUNTY

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

CONSERVATION EASEMENT

24.70

this 6<sup>th</sup> day of October, 1995, by DONALD LaFOUNTAIN and JUNE LaFOUNTAIN, husband and wife, whose mailing address is 150 S.W. 27th Avenue, Vero Beach, Florida 32968, 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:

- (a) constructing 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.
- (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 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 the retention of land or water areas.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BY W.G. Collins II  
WILLIAM G. COLLINS II  
DEPUTY COUNTY ATTORNEY

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(h) 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.

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.

Notwithstanding any provision to the contrary herein contained, the above-stated conservation easement shall not preclude the Indian River Mosquito Control District from obtaining access to the property for the purpose of mosquito inspection, treatment, and management.

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 6<sup>th</sup> day of October, 1995.

Signed in the presence of:

William Collins  
printed name: William Collins

Donald LaFountain  
Donald LaFountain

GRANTOR

Nancy H. Mossali  
printed name: Nancy H. Mossali

William Collins  
printed name: William Collins

Jane LaFountain  
Jane LaFountain

GRANTOR

Nancy H. Mossali  
printed name: Nancy H. Mossali

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 1995 by Donald LaFountain, who is personally known to me or has produced FL Driver's license (passport/driver's license) as identification.

NOTARY PUBLIC:

Nancy H. Mossali  
printed name: Nancy H. Mossali  
Commission No.:  
Commission Expiration:



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 16<sup>th</sup>  
day of October, 1995, by Jane LaFountain, who is personally known  
to me or has produced FL Drivers license (passport/driver's license)  
as identification.

NOTARY PUBLIC:

Nancy H. Mossali  
printed name: Nancy H. Mossali

Commission No.:

Commission Expiration:



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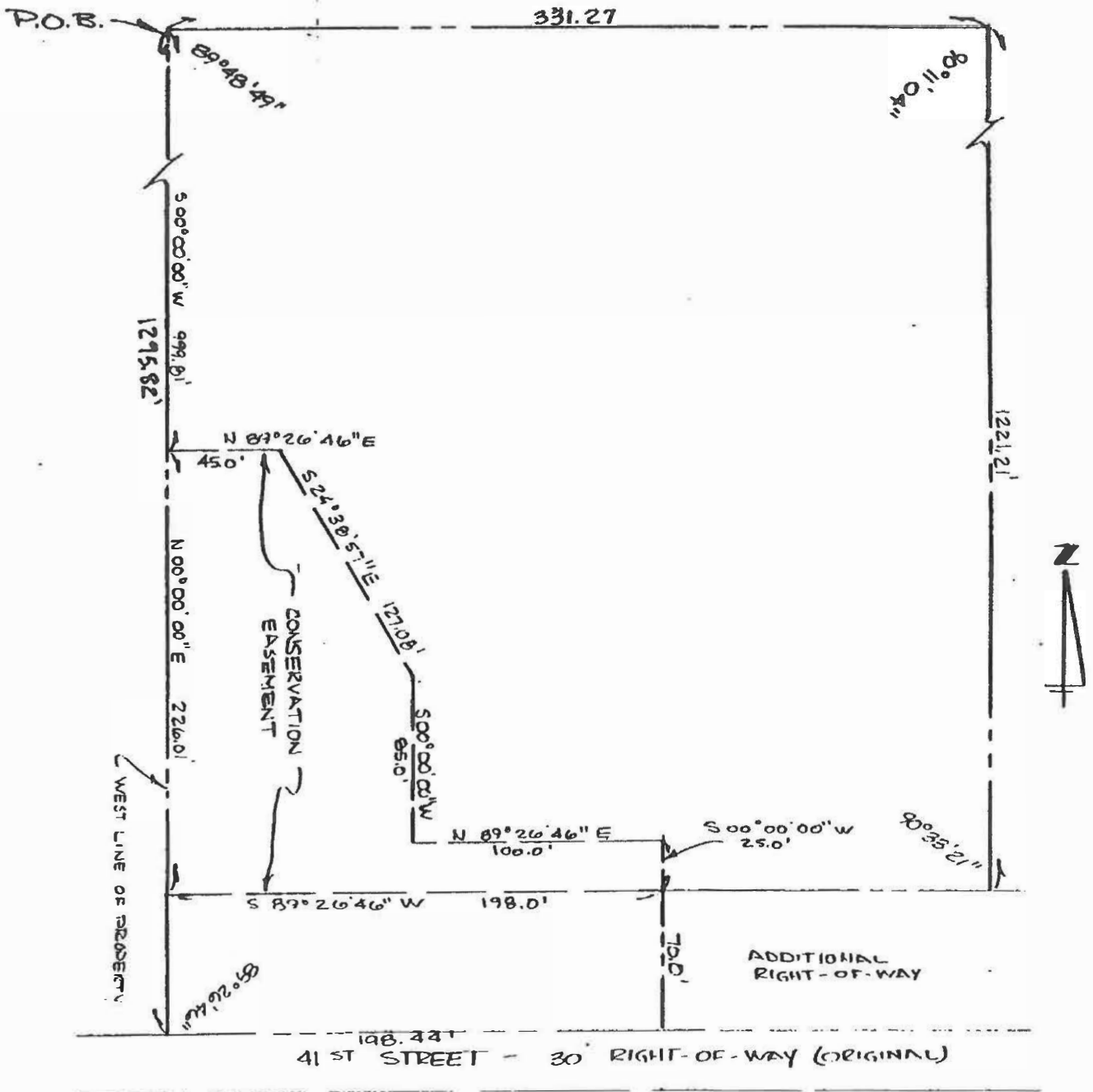
EXHIBIT "A"  
CONSERVATION EASEMENT

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 6 ACRES OF THE WEST 12.07 ACRES OF TRACT 6, SECTION 28, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, ST. LUCIE COUNTY, FLORIDA PUBLIC RECORDS; SAID LANDS NOW SITUATE IN INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH 00 00' 00" WEST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 999.81 FT TO A POINT OF BEGINNING. THENCE RUN NORTH 89 26' 46" EAST, A DISTANCE OF 45 FT.; THENCE RUN SOUTH 24 38' 57" EAST, A DISTANCE OF 127.08 FT.; THENCE RUN SOUTH 00 00' 00" WEST, A DISTANCE OF 85 FT.; THENCE RUN NORTH 89 26' 46" EAST, A DISTANCE OF 100 FT.; THENCE RUN SOUTH 00 00' 00" WEST, A DISTANCE OF 25 FT.; THENCE RUN SOUTH 89 26' 46" WEST, A DISTANCE OF 198.00 FT. TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE, RUN NORTH 00 00' 00" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 226.01 FT TO THE POINT OF BEGINNING.

*O.K. GAB 4 Oct 95*

OR 1076PG2315



SKETCH OF EASEMENT

EXHIBIT "A"

DR 1076PC2316