



CFN:2002299785 11-25-2002 12:54 pm

OR Book/Page: 4746 / 3681

Prepared by and return to:

Mike Krasny
KRASNY AND DETTMER
304 S. Harbor City Boulevard
Suite 201
Melbourne, Florida 32901

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 12	#Names: 3	
Trust: 6.50	Rec: 49.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**SECOND AMENDMENT TO THE EASEMENT SET FORTH IN AMENDMENT NO. 11
CLARIFYING THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR LANSING ISLAND**

WHEREAS, SOUTH ISLAND DEVELOPMENT CORPORATION, as Developer of Phase 4 filed a Amendment No. 11, creating an easement in favor of St. Johns River Water Management District ("District"), which easement created certain rights, duties and obligations of the Developer and homeowners in Phase 4.

WHEREAS, there was omitted from the Easement in favor of the District, provisions allowing the trimming of mangroves and the construction of one boat dock on each river front lot.

WHEREAS, Phase 5 of Lansing Island has been recorded in Plat Book 47, at Page 78, Brevard County, Florida, on February 20, 2002.

NOW, THEREFORE, SOUTH ISLAND DEVELOPMENT CORPORATION restates and amends the Easement described in Amendment 11 to the Declarations of Covenants, Restrictions and Easements as follows:

"Conservation Areas" or "Conservation Easement Areas" shall mean and refer to:

(a) All areas so designated upon the subdivision plat of Lansing Island, Phase 4, as recorded in Plat Book 44, Page 99, Public Records of Brevard County, Florida and described on the attached Exhibits entitled Conservation Easement "A" and Conservation Easement "B";

(b) All areas so designated upon the subdivision plat of Lansing Island, Phase 5, as recorded in Plat Book 47, Page 78, Public Records of Brevard County, Florida, which Conservation Areas and Conservation Easement Areas are graphically depicted on the plat.

Pursuant to the provisions of Section 704.06, Florida Statutes, Developer hereby voluntarily grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easement"). Developer fully warrants title to said Conservation Easement Areas, and will



warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit numbers 4-009-16567-2 and 12-009-74368 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Purpose. The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Prohibited Uses. Any activity in or use of the Conservation Easement Areas 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 of 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, destroying or trimming 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.

Responsibilities. The Developer, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

Reserved Rights. Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation

Easement. Notwithstanding the prohibitions listed in (a) through (h) above, Developer, its successors and assigns, reserve the following rights:

(a) To trim and maintain mangroves in accordance with the Mangrove Trimming and Preservation Act, sections 403.9321 – 403.9333, Florida Statutes (2001). In no event may mangroves be trimmed to a height of less than six (6) feet. Grantor or subsequent Lot owners must obtain all necessary local, state, and federal permits prior to the commencement of any trimming or maintenance activities.

(b) The owners of riverfront and canal front lots in Phases 4 and 5, of Lansing Island Subdivision recorded in Plat Book 44, Page 99, and Plat Book 99 at Pages 47 and 48, respectively, of the Public Records of Brevard County, Florida, may each construct and maintain one dock. The dock must be elevated a minimum of two (2) feet above ground level over and across the Conservation Easement Area. The dock must be equal to or less than four (4) feet in width over the Conservation Easement Area. Developer or subsequent Lot owners must also obtain all necessary local, state, and federal permits prior to the commencement of any construction.

Rights of District. To accomplish the purposes stated herein, the Developer conveys the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer 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 Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

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

District's Liability. Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Developer's ownership of the Conservation Easement Areas. Neither Developer, nor any person or entity claiming by or through Developer, shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Areas.



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

Amendment. The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

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 Conservation Easement Areas.

IN WITNESS WHEREOF, the parties have set their hands and seal this 8th day of October, 2002.

WITNESSES:

Kristine Gray
(sign name)

Kristine Gray
(print name)

Kristine Gray
(sign name)

Kristine Gray
(print name)

Developer:
SOUTH ISLAND DEVELOPMENT
CORPORATION

By: Joseph DiPrima
Joseph DiPrima, President

Attest:

Jeanne Caudle
Secretary JEANNE CAUDLE

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 8th day of October, 2002, by Joseph DiPrima, President of South Island Development



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Corporation, who executed the foregoing instrument, who is personal known to me or who produced _____ as identification, and who did not take an oath.

Catherine S Bishop
Notary Public

My Commission Expires:



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CONSENT AND JOINDER

The St. Johns River Water Management District consents and joins into the foregoing Second Amendment to Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 15th day of November, 2002.

ATTEST:

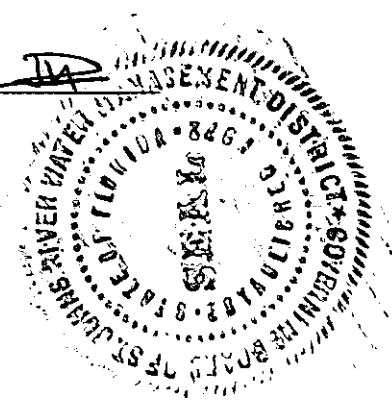
GRANTEE:
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: Kathryn L. Mennella
Kathryn L. Mennella
General Counsel

St. Johns River Water
Management District
P.O. Box 1429
Palatka, FL 32178-1429

By: Kirby B. Green, III
Kirby B. Green, III
Executive Director

St. Johns River Water
Management District
P.O. Box 1429
Palatka, FL 32178-1429



STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Kirby B. Green, III, Executive Director, who executed the foregoing instrument, who is personal known to me or who produced personally known as identification, and who did not take an oath.

Myra B. Perschnick
Notary Public

My Commission Expires:





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CONSERVATION EASEMENT "A", LANSING ISLAND PHASE 4

AN EASEMENT FOR CONSERVATION PURPOSES BEING A PORTION OF LANSING ISLAND PHASE FOUR, ALSO BEING A PORTION OF GOVERNMENT LOT 3, THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF MOSQUITO CONTROL CANAL KNOWN AS THE FLAMINGO WATERWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SE CORNER OF SAID SECTION 34 RUN S89°15'36"W ALONG THE SOUTH LINE OF SAID SEC. 34 A DIST. OF 2124.72 FT. TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC. FLB 3869 PRM" BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE RETURNING ALONG SAID SOUTH LINE N89°15'36"E 33.08 FT.; THENCE DEPARTING FROM SAID SOUTH LINE N02°11'27"W 112.79 FT.; THENCE N21°17'52"W 116.53 FT.; THENCE N05°17'55"E 141.01; THENCE N39°21'27"W 104.47 FT.; THENCE N10°42'17"E 106.88 FT.; THENCE N00°34'45"E 222.45 FT.; THENCE N08°25'36"W 112.60 FT.; THENCE N12°15'56"W 109.36 FT.; THENCE N14°38'43"E 151.33 FT.; THENCE N01°30'58"W 184.62 FT.; THENCE S89°15'36"W 59 FT. MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE BANANA RIVER; THENCE RUN SOUTHERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BANANA RIVER 1400 FT. MORE OR LESS TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID SEC. 34; THENCE RUN ALONG SAID LINE N89°15'36"E 30 FT. MORE OR LESS TO THE P.O.B..

CONTAINING 1.82 ACRES MORE OR LESS.

NOTES:

1. THIS SKETCH OF DESCRIPTION IS NOT INTENDED TO REPRESENT A LAND BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, AS DERIVED FROM DEPARTMENT OF NATURAL RESOURCES MONUMENTS A-27-70-80 RM1, A-28-70-80 AND A-29-70-80 RM2.
3. THIS SKETCH IS NOT INTENDED TO REPRESENT THE PRECISE MEAN HIGH WATER LINE IN ACCORDANCE WITH THE "FLORIDA COASTAL MAPPING ACT OF 1974" (177.25-40, F.S.)

LEGEND:

- ⊕ = CENTERLINE
- POB = POINT OF BEGINNING
- CM = CONCRETE MONUMENT
- PRM = PERMANENT REFERENCE MONUMENT
- GOV'T = GOVERNMENT
- APPROX. = APPROXIMATE
- SEC = SECTION

SKETCH & DESCRIPTION FOR: SOUTH ISLAND DEVELOPEMENT CORP.

Certified as to meeting the Minimum Technical Standards, Chapter 61G17-6, F.A.C., set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

CHRISTOPHER M. ROSSER, Florida Professional Land Surveyor, No. 4508

This sketch is prepared and certified for the exclusive use of the client or clients named hereon. It is not valid without the embossed Surveyor's SEAL.

SKETCH & DESCRIPTION TYPE	APRIL 28, 1995 DATE	95-132 JOB NO.
LANSING ISLAND PHASE FOUR SHEET 1 OF 3		
DWN BY: SG	CHK BY: RRB	SCALE: 1"=100'

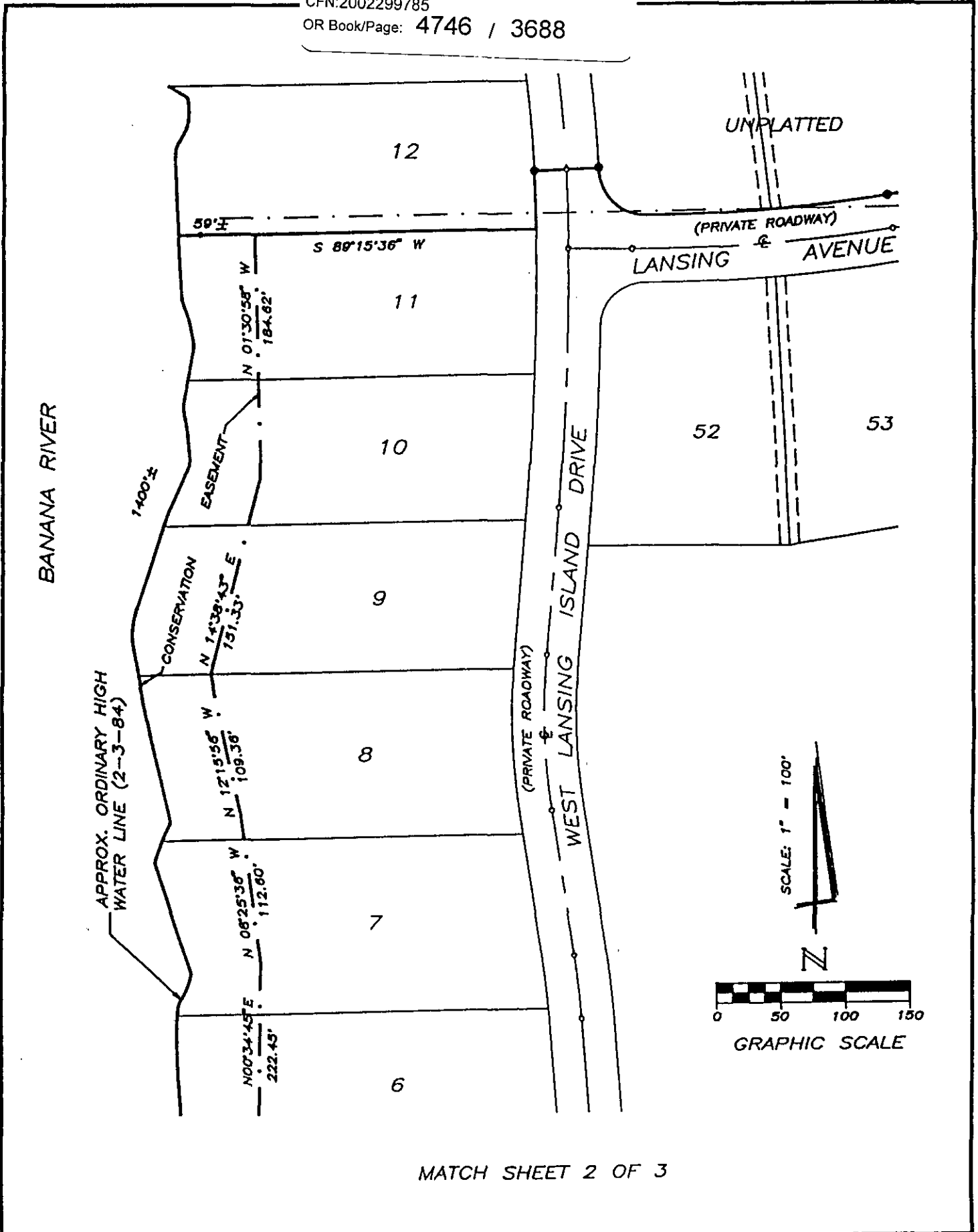


BRIEL & ASSOCIATES
Land Surveyors, Inc.

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MATCH SHEET 2 OF 3

SKETCH & DESCRIPTION FOR: SOUTH ISLAND DEVELOPMENT CORP.

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LANSING ISLAND PHASE FOUR SHEET 3 OF 3		
DWN BY: SG	CHK BY: RRB	SCALE: 1"=100'



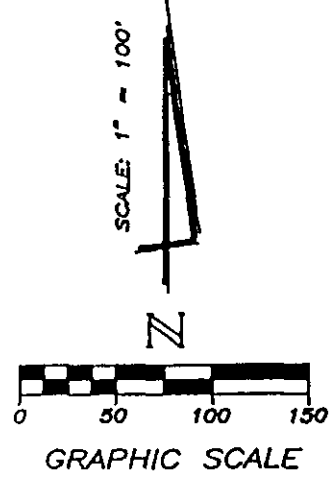
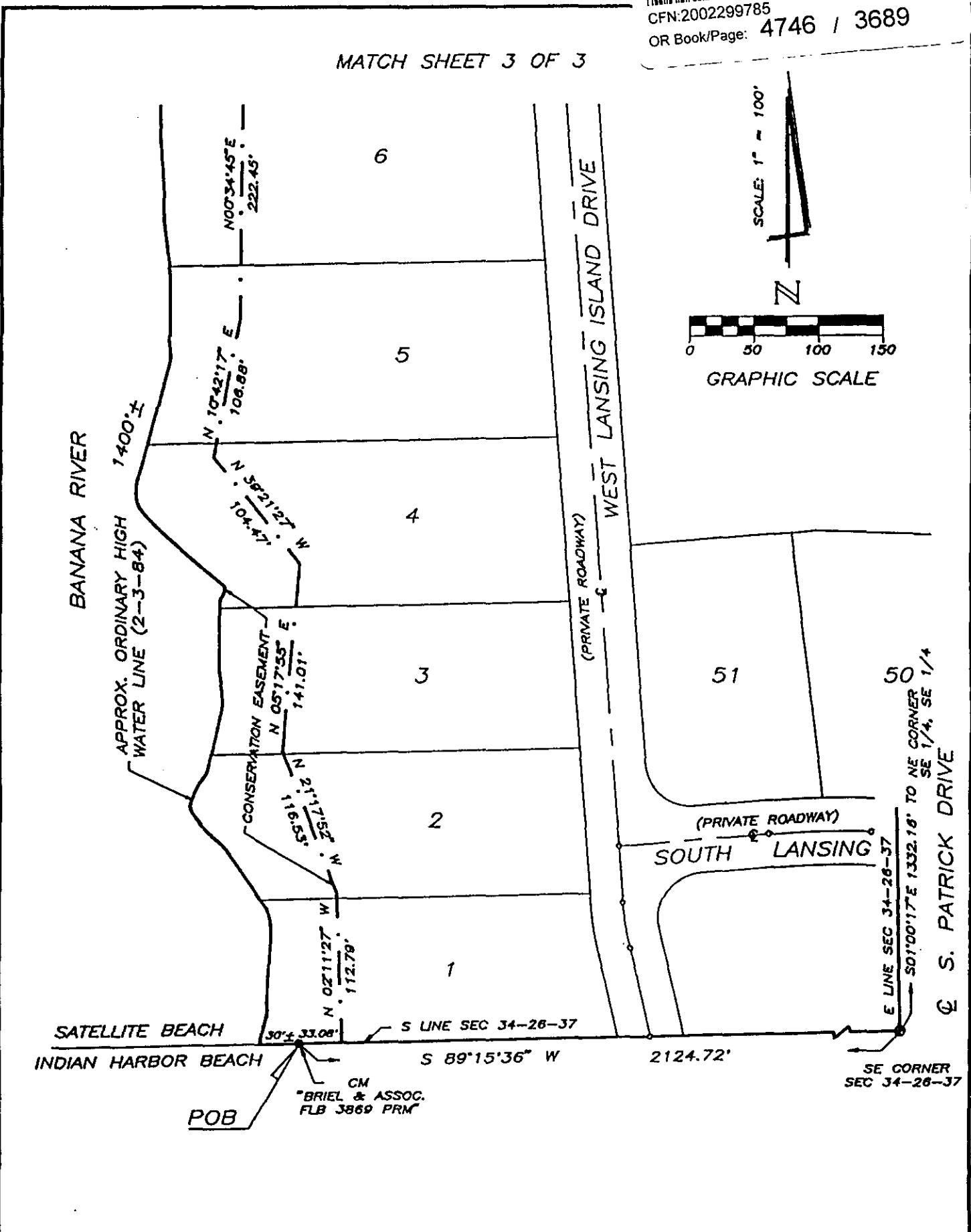
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MATCH SHEET 3 OF 3



SKETCH & DESCRIPTION FOR: SOUTH ISLAND DEVELOPEMENT CORP.

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CONSERVATION EASEMENT "B", LANSING ISLAND PHASE 4

AN EASEMENT FOR CONSERVATION PURPOSES BEING A PORTION OF LANSING ISLAND PHASE FOUR, ALSO BEING A PORTION OF GOVERNMENT LOT 3, THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF MOSQUITO CONTROL CANAL KNOWN AS THE FLAMINGO WATERWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE SE CORNER OF SAID SECTION 34 RUN S89°15'36"W ALONG THE SOUTH LINE OF SAID SEC. 34 A DIST. OF 1134.87 FT. TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC. FLB 3869 PRM" BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE ALONG SAID SOUTH LINE S89°15'36"W 50.81 FT.; THENCE DEPARTING SAID SOUTH LINE OF SEC.34 N01°10'31"E 130.11 FT. THENCE N10°22'42"W 130.12 FT.; THENCE N12°25'14"W 233.46 FT.; THENCE N06°25'03"W 221.43 FT.; THENCE N02°01'07"W 110.33 FT.; THENCE N09°26'55"W 549.28 FT.; THENCE N08°26'24"W 0.12FT.; THENCE N81°31'16"E 61 FT. MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE FLAMINGO WATERWAY; THENCE RUN SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE 1391 FT. MORE OR LESS TO THE SOUTH LINE OF SAID SEC. 34; THENCE S89°15'36"W 8 FT. MORE OR LESS TO THE P.O.B..

CONTAINING 1.89 ACRES MORE OR LESS.

NOTES:

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SKETCH & DESCRIPTION FOR: SOUTH ISLAND DEVELOPEMENT CORP.

Certified as to meeting the Minimum Technical Standards, Chapter 61G17-8, F.A.C., set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

CHRISTOPHER M. ROSSER, Florida Professional Land Surveyor, No. 4508

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LANSING ISLAND PHASE FOUR SHEET 1 OF 3

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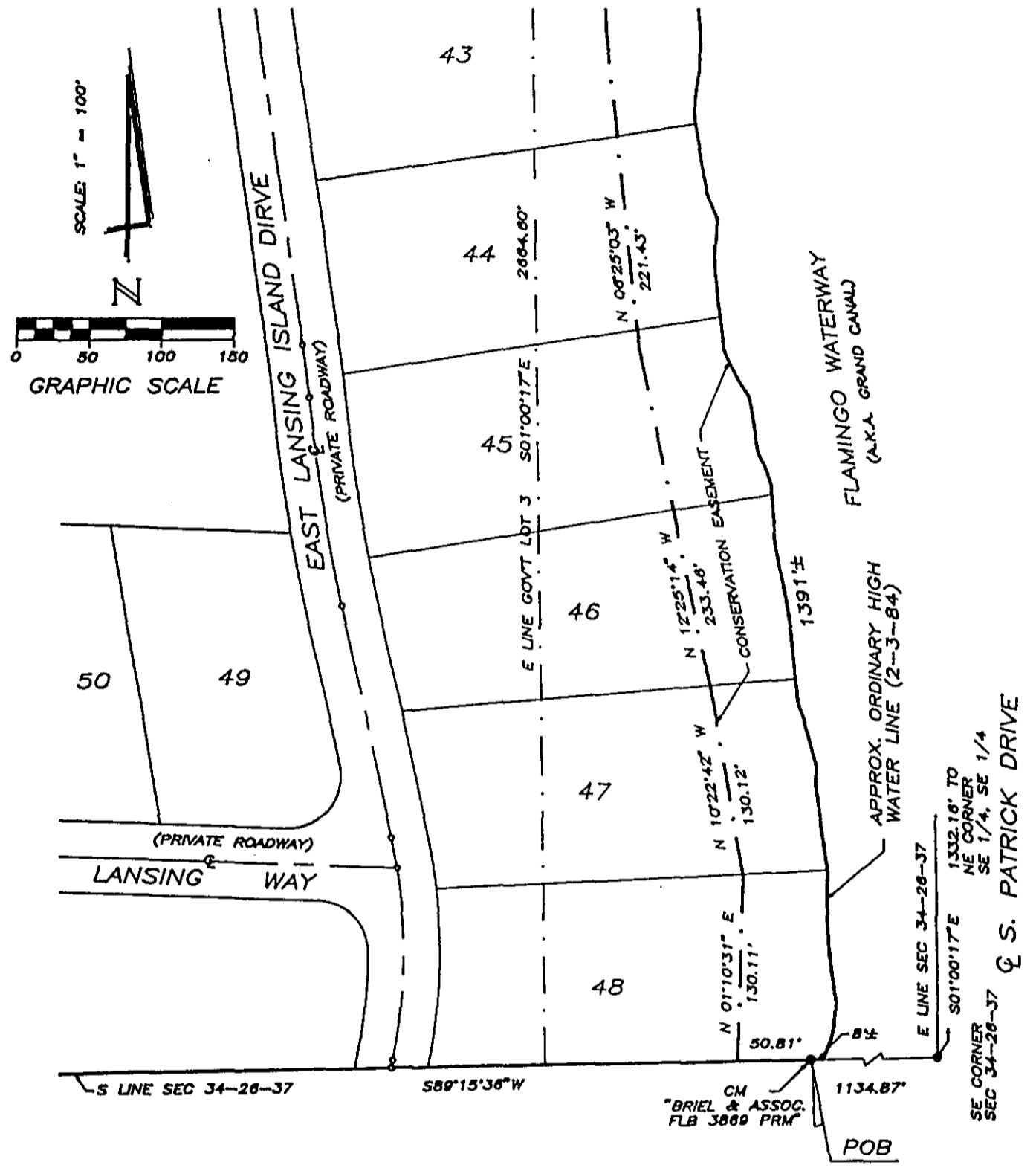


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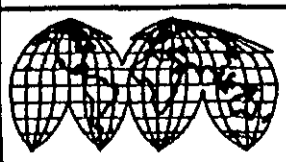
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[Signature]

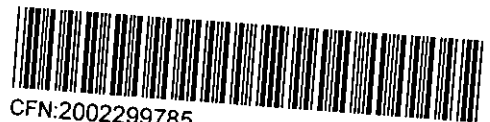
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LANSING ISLAND PHASE FOUR SHEET 2 OF 3		
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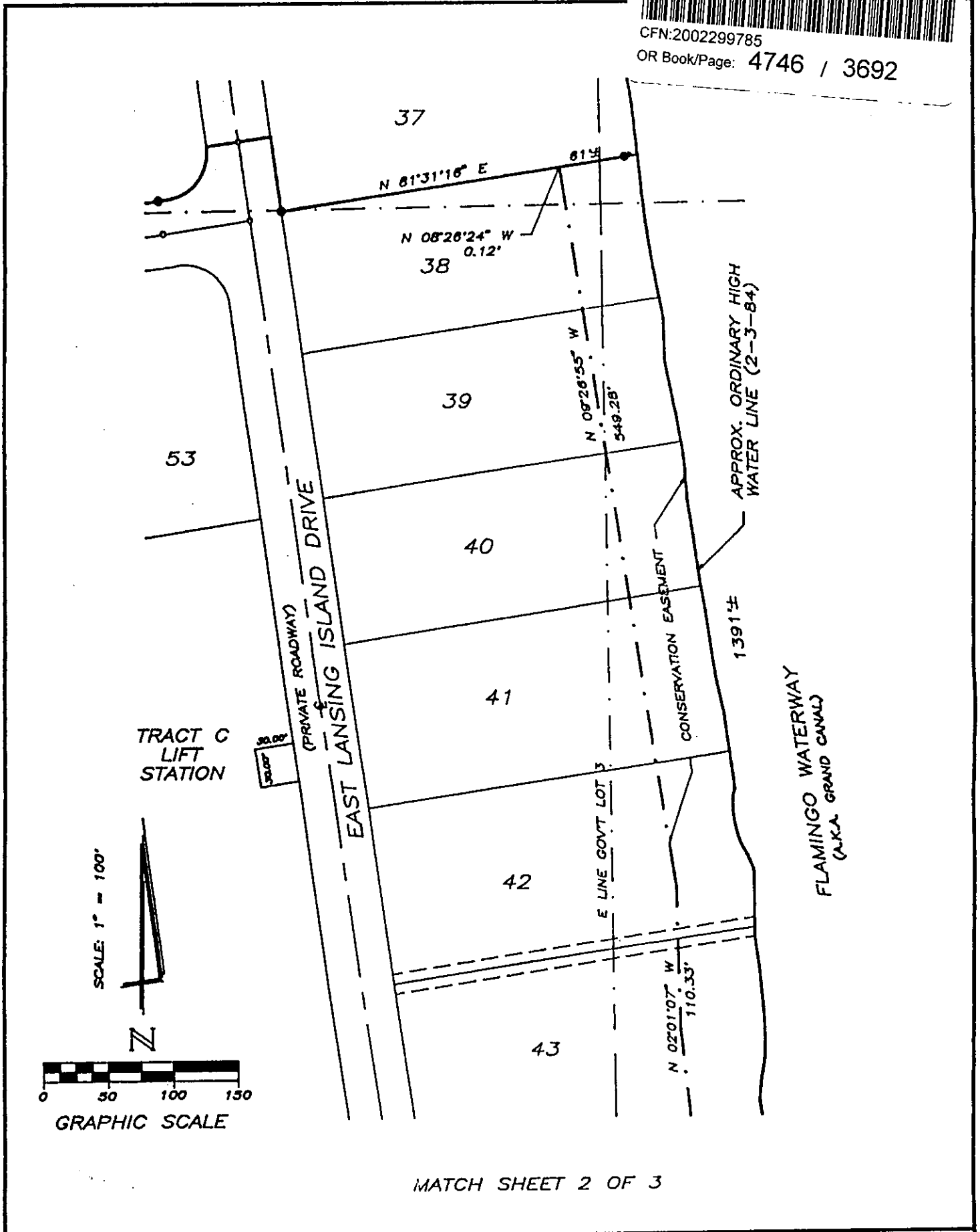


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SKETCH & DESCRIPTION FOR: SOUTH ISLAND DEVELOPEMENT CORP.

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