



Prepared by and return to:

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**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 6	#Names: 3	Serv: 0.00
Trust: 3.50	Rec: 25.00	Excise: 0.00
Deed: 0.00		Int Tax: 0.00
Mtg: 0.00		

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

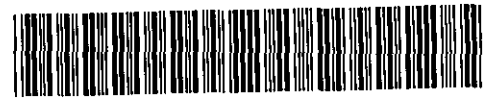
WHEREAS, SOUTH ISLAND DEVELOPMENT CORPORATION, as Developer of Phase 4 filed Amendment No. 11, creating an easement in favor of the St. Johns River Water Management District ("District"), which easement created certain rights, duties and obligations of the Developer and homeowners in Phase 4.

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

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:

1. "Conservation Areas" or "Conservation Easement Areas" shall mean and refer to 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."

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.



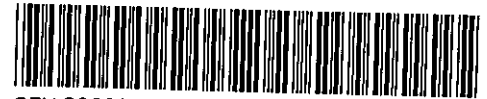
Purpose. The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

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 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:



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(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 Lots 1 through 53 of Lansing Island Subdivision, Phase 4, recorded in Plat Book 44, Page 99, 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 of any of the District's 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.

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 seals this 17<sup>th</sup> day of December, 2001.

WITNESSES:

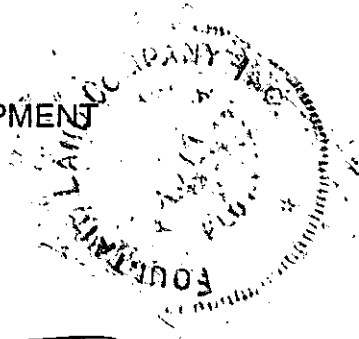
Kristine Gray  
(sign name)

Kristine Gray  
(print name)

D. M.  
(sign name)

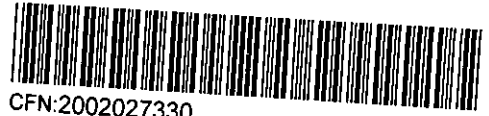
D. Man Hahn  
(print name)

Developer  
SOUTH ISLAND DEVELOPMENT  
CORPORATION



By: Joseph DiPrima  
Joseph DiPrima, President

Attest:  
Sammy K...  
Secretary



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STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17 day of December, 2001, by Joseph DiPrima, President of South Island Development Corporation, who executed the foregoing instrument, who is personally known to me or who produced KNOWN TO ME as identification, and who did not take an oath.

*Catherine S Bishop*

Notary Public

My Commission Expires:



Catherine Sue Bishop  
My Commission CC895442  
Expires March 06 2004

**CONSENT AND JOINDER**

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

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 18th day of January, 200X2.

ATTEST:

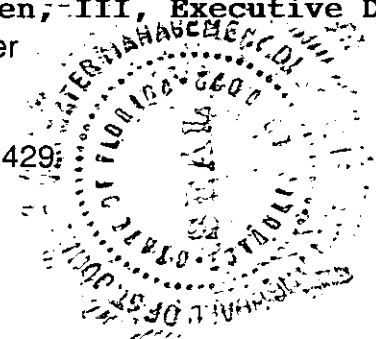
**GRANTEE:**  
ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: *Kathryn Mennella*

Kathryn Mennella, Gen. 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 18th day of January, 200X2, by Kirby B. Green, III, who is personally known to me and who did not take an oath.

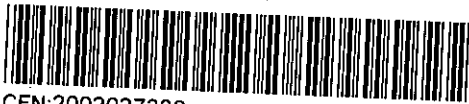
*Kristi L. Cushman*

Notary Public, State of Florida  
at Large.

My Commission Expires



Serial No. \_\_\_\_\_



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