

David T. McWilliams
 Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 6 # Names 2
 Trust Fund 3.50 Rec Fee 25.00
 Stamp-Deed .70 Excise Tx _____
 Stamp-Mtg _____ Int Tx _____
 Service Chg 7.00 Refund _____

Return to:
 David T. McWilliams
 1790 Highway A1A, Suite 206
 Satellite Beach, FL 32937

DEED OF CONSERVATION EASEMENT

ISLAND VILLAS

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 25 day of September, 1992 by Sandy Point Land Development Corporation, having an address at 1790 Highway A1A, Suite 206, Satellite Beach, Florida, 32937 hereinafter referred to as "Grantor", in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P.O. Box 1429, Palatka, Florida 32078-1429 ("Grantee").

250638

WITNESS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

92 SEP 28 AM 10:21

WHEREAS, the Property possesses environmental value (the "environmental value") of great importance to the Grantor and to the people of Brevard County, Florida; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this Grant to honor the intentions of Grantor stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor

provided, 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.

2. Rights of Grantee. To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the environmental value of the Property;

(b) To prevent any activity on or use of the Property that is inconsistent with this Easement, and to require the restoration of areas or features of the Property that may be damaged by a breach of this Easement.

(c) To enter upon and inspect the Property, in reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

(d) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited without the prior written approval of the Grantee:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground, unless otherwise permitted in this Easement;

(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 living trees, shrubs, or other vegetation;

(d) Any other activity that is prohibited by the terms of this Easement.

to affect the surface, unless proper permits have been obtained;

(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; and

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

4. Allowed Uses. Normal maintenance of this area is allowed. Without limiting the generality of the foregoing, the following activities and uses are allowed with the prior written approval of the Grantee:

(a) Removal of exotic plant types such as Brazilian Pepper Trees;

(b) Removal of dead plants, or dead branches on plants as approved by the Grantee;

(c) Pruning of plants as approved by the Grantee (Mangrove trimming is prohibited unless permitted pursuant to Chapter 17-321 F.A.C.);

(d) Construction of docks over and across this area provided the docks are equal to or less than four (4) feet in width; and

(e) No more than twelve (12) dock walkways shall be allowed over and across this area; and

(f) Other approved work set forth by permit(s) obtained through Grantee.

5. Reserved Rights. Grantor reserves and excepts unto itself and its personal representatives, heirs, 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 Easement.

forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor 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 Easement or of any of the Grantee's rights under this 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.

7. Acts Beyond Grantor's Control. Nothing contained in this 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 or other causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Internal revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statutes of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

9. Recordation. Grantor shall record this instrument in timely fashion the official records of Brevard County, Florida, and may re-record it any time as may be required to preserve its rights in this Easement

as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, The said Grantor have signed and sealed these presents the day and year above written

Signed, Sealed and delivered in the presence of:

Sandy Point Land Development Corporation

Mary Ann Every
Witness Signature

Mary Ann Every
Printed Name

BY: [Signature]
David T. McWilliams
President/Secretary
1790 Highway A1A, Suite 206
Satellite Beach, FL 32937

Rebecca H. Jones
Witness Signature

Rebecca H. Jones
Printed Name

STATE OF Florida)
COUNTY OF Brevard)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAVID T. McWILLIAMS known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that HE executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath (was) (was not) taken.



Rubber Stamp Seal

22-72

Witness my hand and official in the County and State aforementioned on this 25 of SEPT, 1992.

[Signature]
Notary Signature

DANIEL L. GREEN
Printed Notary Signature

DESCRIPTION: (BY SURVEYOR)

A PARCEL OF LAND LYING SECTIONS 2 & 3, TOWNSHIP 27 SOUTH, RANGE 37 EAST, OF BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LANSING ISLAND (ENTRANCE) ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36 PAGE 13 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S.89°54'51"W. ALONG THE SAID SOUTH LINE OF THE ENTRANCE TO LANSING ISLAND A DISTANCE OF 138.61 FEET; THENCE N.00°05'11"W. ALONG SAID SOUTH LINE A DISTANCE OF 36.25 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 392.51 FEET, A CENTRAL ANGLE OF 09°12'59", AND A CHORD BEARING OF N.72°08'59"W.; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 03.14 FEET; THENCE S.00°05'11"E. ALONG SAID SOUTH LINE A DISTANCE OF 20.67 FEET; THENCE S.82°26'59"W. ALONG SAID SOUTH LINE A DISTANCE OF 94.55 FEET; THENCE S.10°00'15"E. ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE S.82°26'59"W. ALONG SAID SOUTH LINE A DISTANCE OF 97.07 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE S.06°38'15"E. A DISTANCE OF 89.34 FEET; THENCE S.04°58'46"E. A DISTANCE OF 105.35 FEET; THENCE S.12°51'06"E. A DISTANCE OF 90.88 FEET; THENCE S.04°50'11"E. A DISTANCE OF 81.07 FEET; THENCE S.00°29'55"W. A DISTANCE OF 87.20 FEET; THENCE S.38°51'29"E. A DISTANCE OF 67.31 FEET; THENCE N.73°40'11"E. A DISTANCE OF 71.45 FEET; THENCE N.78°28'35"E. A DISTANCE OF 60.33 FEET; THENCE N.73°59'52"E. A DISTANCE OF 65.43 FEET; THENCE N.78°43'18"E. A DISTANCE OF 117.24 FEET; THENCE N.87°42'32"E. A DISTANCE OF 46.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH PATRICK DRIVE (100 FOOT RIGHT-OF-WAY), SAID POINT BEING IN A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 01°41'47", AND A CHORD BEARING OF S.13°43'41"E.; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 60.69 FEET; THENCE S.76°55'05"W. A DISTANCE OF 388.33 FEET; THENCE N.11°46'05"E. A DISTANCE OF 36.18 FEET TO THE SAFE UPLAND LINE (1.00 FOOT NGVD CONTOUR LINE) OF THE FLAMINGO WATERWAY; THENCE NORTHERLY ALONG SAID SAFE UPLAND LINE FOR THE FOLLOWING SEVEN CALLS: N.53°50'23"W.-32.20 FEET; N.36°51'29"W.-82.25 FEET; N.00°20'55"E.-103.03 FEET; N.04°50'11"W.-88.74 FEET; N.12°51'06"W.-

BK 3232 Pg 2647

BLF
FLM