

THIS DEED OF CONSERVATION EASEMENT IS given this 13th day of June 1997, by BRYAN J. SAVAGE, TRUSTEE, 2965 Grand Avenue, Fort Myers, Florida 33901 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of Grantee.

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## WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Property");

WHEREAS, the Grantor desires to construct TERRAPIN WOOD ("Project") at a site in Lee County, Florida, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Surface Water Management or Wetland Resource Permit No. 36-03045-P ("Permit") authorizes activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires the Grantor preserve and/or mitigate wetlands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statues (1993), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual conservation easement for the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns ("hereinafter Grantor"), and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of the conservation easement to retain land or water areas in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

Documentary Tax Pd. \$ .70

Intangible Tax Pd.       

CLERK, DEPT. OF REVENUE, CLERK, LEE COUNTY

W. Sherwood Deputy Clerk

To carry out this purpose, the following rights are conveyed to the Grantee by this easement:

a. To enter upon the Property at reasonable times to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoy any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. The following activities are prohibited in or on the Property:

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 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, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;

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 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 aforementioned retention of land or water areas;

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the property.

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6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

8. Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of the conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. The terms, conditions, restriction and purpose of this conservation easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this conservation easement.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records in LEE County.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to convey this conservation

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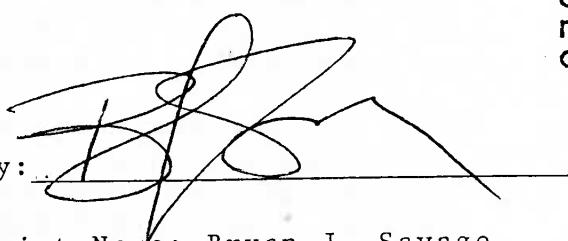
easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, Bryan J. Savage has hereunto set his authorized hand this 13th day of June 1997.

Signed, sealed and delivered  
in our presence as witness:

Roland E. Meyer  
Print Name: Roland E. Meyer

Paul E. Meyer  
Print Name: Paul E. Meyer

By:   
Print Name: Bryan J. Savage,  
Trustee

Title: Owner

STATE OF FLORIDA

COUNTY OF LEE

On this 13th day of June 1997 before me, the undersigned notary public, personally appeared Bryan J. Savage, Trustee personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) Owner, and acknowledged that he executed the same on behalf of said Project and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon K. Snyder  
Notary Public



Page 4 of 5

This Instrument Prepared By  
BRYAN J. SAVAGE  
2965 Grand Avenue  
Fort Myers, Florida

# Starnes & Assoc., Inc.



ENGINEERING • SURVEYING • LAND PLANNING

ADDL/REVISED SUBMITTAL

MAR 25 1996

YERS SERVICE CENTER

10410 Deal Road N. Ft. Myers, FL 33917

(941) 543-3080

(941) 543-6530 FAX

LEAH

JOSEPH

951208-10

LEGAL DESCRIPTION AS PER STARNES AND ASSOC., INC.

## CONSERVATION EASEMENT

A CONSERVATION EASEMENT OVER AND ACROSS TRACT "A" AS SHOWN ON THE ATTACHED PROPOSED PLAT OF TERRAPIN WOOD SUBDIVISION LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 OF UNITED FLORIDA FRUIT COMPANY'S FIRST DIVISION AS RECORDED IN PLAT BOOK 3 AT PAGE 85 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROAD (33.00 FEET FROM CENTERLINE); THENCE RUN SOUTH  $00^{\circ}17'00''$  WEST ALONG THE WEST LINE OF LOTS 1, 4 AND 5 OF SAID SUBDIVISION FOR 1871.65 FEET TO THE NORTH SIDE OF OAKDALE SUBDIVISION AS RECORDED IN PLAT BOOK 33 AT PAGES 112 AND 113; THENCE RUN NORTH  $89^{\circ}44'04''$  EAST FOR 320.22 FEET TO THE NORTHEAST CORNER OF SAID OAKDALE SUBDIVISION; THENCE RUN SOUTH  $00^{\circ}57'48''$  WEST ALONG THE EAST LINE OF SAID SUBDIVISION FOR 556.44 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1,157.5 FEET OF LOT 5 OF THE AFOREMENTIONED PLAT OF UNITED FRUIT COMPANY'S FIRST ADDITION; THENCE RUN NORTH  $88^{\circ}34'38''$  EAST ALONG SAID LINE FOR 323.09 FEET TO THE WEST RIGHT-OF-WAY LINE OF STEVENSON ROAD (25 FEET FROM CENTERLINE); THENCE RUN NORTH  $00^{\circ}22'39''$  EAST ALONG SAID RIGHT-OF-WAY LINE FOR 144.63 FEET; THENCE RUN NORTH  $89^{\circ}37'21''$  WEST FOR 175.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 100.00 FEET; THENCE RUN NORTH  $89^{\circ}37'21''$  WEST FOR 120.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 410.00 FEET; THENCE RUN NORTH  $89^{\circ}37'21''$  WEST FOR 215.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 205.00 FEET; THENCE RUN NORTH  $89^{\circ}37'21''$  WEST FOR 95.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 615.00 FEET; THENCE RUN SOUTH  $89^{\circ}37'21''$  EAST FOR 605.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 95.00 FEET; THENCE RUN NORTH  $89^{\circ}37'21''$  WEST FOR 605.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 820.00 FEET; THENCE RUN SOUTH  $89^{\circ}37'21''$  EAST FOR 605.00 FEET; THENCE RUN NORTH  $00^{\circ}22'39''$  EAST FOR 45.00 FEET; THENCE RUN SOUTH  $88^{\circ}33'39''$  WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROAD (33 FEET FROM CENTERLINE) FOR 640.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.107 ACRES MORE OR LESS.

SAID PARCEL SHALL BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS.

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