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JORGNE HOLMUN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 2155599 OR-BOOK-1655 PAGE 2772  
Recorded: 02/07/03 34:38

## RESTATED CONSERVATION EASEMENT DEED

STATE OF FLORIDA  
COUNTY ST. LUCIE

\* Doc. Return: \$ 0.00  
\* Doc. Tax : \$ 0.70  
\* Int. Tax : \$ 0.00

KNOW ALL PERSONS BY THESE PRESENT THAT in consideration for the acceptance by the Florida Department of Environmental Protection to allow certain activities as outlined in this easement to take place in a restricted area and agreement not to pursue the Federal Deposit Insurance Corporation, and its successors and assigns, for past violations of Chapter 403, Florida Statutes, which occurred at the property described in Exhibit A attached hereto, River Watch Property Owner's Association, as successor in interest to Dale W. Alexander and Adnan K. Alghita (Grantor) on January 26, 2003, has granted to the State of Florida Department of Environmental Protection, 3800 Comstockwealth Boulevard, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in St. Lucie County, Florida, as set forth in the legal description attached hereto as Exhibit A. Execution of this easement will replace the current easement signed November 26, 1991 and found in the official records of St. Lucie County, Florida, Book 0776 Page 0709.

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 the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. However the Grantee shall have the right to enhance the ecological function of the property as it deems appropriate. Any wetlands which are enhanced or created shall be maintained in perpetuity in the enhanced or created condition.

Except for such specific activities as expressly authorized by the Florida Department of Environmental Protection, the following activities are prohibited on the property subject to this Conservation Easement.

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material landfill, or dumping or placing of trash, waste or unightly or offensive materials;
3. Removal or destruction of trees, peat, shrubs, or other vegetation, with exception of nuisance and exotic plant species as required by the Grantee;
4. Except by permit issued by the Florida Department of Environmental Protection, excavation, sheding, or removal of loam, peat, gravel, soil, rocks or other material substance in such manner as to affect the surface;
5. Surface use except for the purposes that permit the land or water area to remain predominantly in its natural condition;

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6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical archaeological or cultural significance; and
9. Operation of vessels powered by gasoline or diesel engines.

Activities which are authorized by the Department of Environmental Protection in the Conservation area are:

1. Non-motorized vessels and vessels powered by electric motors. Signs indicating this restriction will be placed and maintained at the entrance of the Conservation Area by the Grantor;
2. Docks, pilings, boatlifts, and vessels may extend up to twenty-five (25) feet into the Conservation Area from the owner's property line. The terminal platform may be up to one hundred sixty (160) sq. ft. in size. Access walkways extending to the terminal platform may be up to four (4) feet in width. An application along with appropriate dock plans shall be submitted and must be approved by the Department of Environmental Protection prior to the construction of any docks, pilings, or boatlifts within the Conservation Area.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance, and to conduct such enhancement activities as it determines appropriate. The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of the execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the land in perpetuity predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor contents that venue for such enforcement action shall lie exclusively in the circuit court of the Nineteenth Judicial Circuit, in St. Lucie County, Florida. In any Enforcement action in which the Grantee prevails, Grantee shall be entitled to reasonable attorney fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

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Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of the Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 26 day of January, 2003.

Signed, Sealed, and Delivered in our presence OF

*Robert M. Brann*  
Witness

*Frank Mockus*  
Grantor - River Watch Property Owners Assoc.  
Title:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before this 26 day Jan 2003

by *Frank Mockus* and *ROBERT M. BRANN*  
who are personally known to me or who has produced \_\_\_\_\_ as identification  
and who did (did not) take an oath.

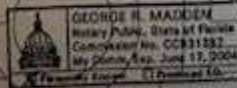
SEAL

*George H. Madden*  
Notary Public

Print Name

Title

Serial Number



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