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This document prepared by and  
return to

Molloy & James  
325 South Boulevard  
Tampa, Florida 33606

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INSTR # 98209197  
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**CONSERVATION EASEMENT**

This easement is granted this 20<sup>th</sup> day of July, 1998, by and between J.R.S. Equities, Inc., a Florida corporation, Grantor, of 2120 Drew Street, Clearwater, Florida 34618, and Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609, Grantee;

**WHEREAS**, the Grantor is the owner of the land described in Exhibit 'A' attached hereto and made part hereof, and

**WHEREAS**, the Grantee Southwest Florida Water Management District is a governmental entity which may accept conservation easements and which has regulatory authority over surface water management; and

**WHEREAS**, the Grantor has agreed, in consideration of the sum of One Dollar and other good and valuable consideration and pursuant to Permit Number 4417487.00, to grant to the Grantee, an easement over the land described in Exhibit 'A' for the purposes of retaining land and water areas for water management purposes;

**NOW, THEREFORE:**

In pursuance of the said agreement and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant unto the Grantee, the right, privilege, and easement to enforce the restrictions hereinafter delineated for the purposes listed herein; the Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever;

To have and to hold the same unto the Grantee, its successors and assigns, which easement shall run with the land.

Furthermore, such property shall be perpetually held, transferred, and used subject to the following restrictions which shall run with the land and be binding on all subsequent owners

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thereof. The following activities on the described lands are 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 of soil or other substance or material as landfill, or dumping or placing trash, waste, or unsightly or offensive materials.

(c) Removal or destruction of trees, shrubs, or other vegetation.

(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 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.

Paragraphs a through h shall not preclude:

1. Construction activities approved in other permits;
2. Monitoring, water management and maintenance activities, within the conservation easement boundaries, which have been approved in this or previously approved permits. Access for personnel performing these activities will be assured;
3. Other currently unanticipated activities which may be approved by the Grantee in the future.

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 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 Property that may be damaged by any activity inconsistent with the Conservation Easement.

The Conservation Easement hereby granted 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.

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Grantor agrees to continue to maintain the property in the condition specified in ERP #4417487-00.

Grantee may enforce the terms of the Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance 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 Conservation Easement, or of any of the Grantee's rights under this Conservation 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

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

Grantor shall record this Conservation Easement in timely fashion in the Official Records of Hillsborough County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights, Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

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 person representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

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IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

CERTIFIED COPY

Executed and declared in the presence of;

J.R.S. Equities, Inc.,  
a Florida corporation

Christy L. Wittenauer

CHRISTY L. WITTENAUER  
(Print name signed above)

Lois Stacey

Lois Stacey  
(Print name signed above)

By: [Signature]

President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH PINELLAS

The foregoing instrument was acknowledged before me 26th  
day of July, 1998, by RICHARD B  
FUNK as President of J.R.S. Equities, Inc., on  
behalf of the corporation, who is personally known to me or who  
produced n/a as identification.

Patricia Dean

Notary Public

State of Florida

PATRICIA DEAN

(Printed, Typed or Stamped Name of  
Notary)

My Commission Expires:  
Commission Number:



PATRICIA DEAN  
My Commission CC842289  
Expires Mar 24, 2000

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Exhibit 'A'

**DESCRIPTION: Flood Plain Compensation**

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 27; thence N 00°08'18"E., 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD, thence S.89°36'39"E., 817.38 feet along said Northerly right-of-way line, thence N.00°08'18"E., 202.36 feet; thence N 89°51'42"W., 30.00 feet, thence N.00°08'18"E., 335.99 feet to the POINT OF BEGINNING; thence continue N 00°08'18"E., 194.45 feet; thence N.89°51'42"W , 460.80 feet; thence N 00°20'12"E., 180.95 feet; thence S 82°59'09"E., 5.44 feet; thence N.77°17'42"E., 109.43 feet; thence N 59°25'01"E , 130.55 feet; thence N.24°47'32"E., 86.89 feet; thence N.78°06'34"E , 15.04 feet, thence S 76°20'43"E., 64.99 feet; thence S.50°02'15"E , 24.36 feet, thence S.05°45'55"W., 98.84 feet, thence S.37°58'55"E., 87.37 feet; thence S 66°55'31"E., 99.08 feet, thence N 37°18'20"E., 124.23 feet; thence N 13°00'30"W , 73.95 feet; thence N.17°55'48"W., 42.61 feet; thence N.35°15'08"W., 46.28 feet; thence N.16°17'50"W , 4.18 feet; thence N.74°51'27"E., 19.24 feet; thence S 67°02'21"E , 50.50 feet; thence S.83°09'58"E., 66.03 feet; thence S.77°56'04"E., 64.98 feet, thence, S.17°20'04"E., 54.72 feet; thence S.53°27'10"W., 89.47 feet; thence S.44°28'12"W., 48.96 feet; thence S.22°01'20"W., 41.40 feet; thence S 36°02'41"W., 35.31 feet; thence S 12°59'30"W., 45.66 feet; thence S.04°59'52"E., 47.90 feet; thence S.04°55'14"W., 58.78 feet; thence S.19°45'34"W., 45.92 feet, thence S.00°13'35"E , 55.66 feet; thence S.53°07'30"E., 57.36 feet; thence S.34°13'28"E., 44.69 feet; thence N.90°00'00"W., 163.47 feet to the POINT OF BEGINNING.

Containing 3.914 acres, More or Less.