

CONSERVATION EASEMENT

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THIS CONSERVATION EASEMENT given this 2 day of May, 2005, by **Maureen Moran, Inc.** (hereinafter "Grantor"), as Grantor, whose address is P.O. Box 1219, Marco Island, Florida 34146; and The City of Marco Island, Florida, whose address is 50 Bald Eagle Drive, Marco Island, Florida 34145 (hereinafter "Grantee"). Grantor and Grantee may hereafter be collectively referred to as the "parties."

WHEREAS, Grantor is the owner of that certain tract of land located in Collier County, Florida described in Exhibit "A" attached hereto (hereinafter referred to as the "property"); and

WHEREAS, Grantee is requiring that this Conservation Easement ("Easement") be entered into and recorded in the land records of Collier County to bind Grantor; and

WHEREAS, the parties wish to establish their respective rights and responsibilities relative to the use and maintenance of the conservation area described in the attached Composite Exhibit "A" (the Easement Property).

NOW, THEREFORE, Grantor hereby conveys a Conservation Easement to Grantee as follows:

1. Grantor, its successors, heirs, assigns and/or transferees, hereby grants a non-exclusive easement to Grantee over and across the property described in Exhibit "A" for the purpose of conservation. Grantee shall have no responsibility for maintenance thereof.

2. No buildings, structures or impediments of any nature may be constructed, placed or permitted on, over or across the Easement Property. No dumping or placing of soil or other substances such as trash or unsightly or offensive materials shall be permitted on the Easement Property. There shall be no removal or destruction of trees, shrubs or other vegetation with the exception of exotic/nuisance vegetation removal. Excavation, dredging or removal of soil material, peat, rock or other material substance in such a manner as to affect the surface shall be prohibited on the Easement Property. No dikes or fencing shall be permitted on the easement Property. There shall be no other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation permitted on the Easement Property. The Easement Property shall be in no way altered from its natural or permitted state.

3. Grantor, its heirs, successors or assigns shall bear the responsibility for maintaining the Easement Property, including, but not limited to, regular maintenance as may be required by an governmental agency having jurisdiction relative thereto. The Easement Property shall at all times be maintained in accordance with applicable requirements of the Marco Island Land Development Code.

4. No right of access by the general public to any part of the Easement Property is being conveyed. Grantor shall have the right to access and use of the Easement property for the purpose of making inspections; however, Grantee shall have no obligation to maintain the Easement Property, nor shall Grantee have the right to use the Easement Property for any purpose inconsistent with the terms of this Conservation Easement.

5. Grantor reserves all rights as owner of the Easement Property, including the right to engage in uses of the Easement Property that are not prohibited herein and which are not inconsistent with any Marco Island ordinance, regulation or development permit, and the intent and purposes of this Conservation Easement.

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

7. 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.

8. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, successors or assigns, which shall be filed in the Public Records of Collier County.

9. This Conservation Easement shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of any portion of the Property and their successors and/or assigns, it being the intention of the Grantor that this Conservation Easement be perpetual.

10. If any provisions 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. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its right 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.

12. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue of such enforcement actions shall lie exclusively in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida. In any enforcement in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts in addition to the cost of restoring the land to the natural vegetative hydrologic condition existing at the time of execution of this Conservation Easement or to the natural vegetative state required for a development permit. These remedies are in addition to any other remedy, fine or penalty, which may be applicable under Chapters 373 and 403, Florida Statutes.

IN WITNESS WHEREOF, Grantor has hereunder set its hand and seal the 2 day of May, 2005.

Sign, sealed and delivered in presence of:

Maureen Moran, Inc., A Florida Corporation
Witness Maureen Moran, Inc., A Florida Corporation

HEYWARD E. Boyce
Printed Name of Witness

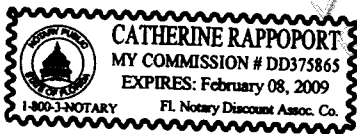
BY: Thomas D. Lydon V.S.
THOMAS D. Lydon V.S.

Suzanne Barlucchio
Witness

Suzanne Barlucchio
Printed Name of Witness

STATE OF FLORIDA §
COUNTY OF COLLIER §

The foregoing instrument was subscribed, sworn and acknowledged before me this 2 day of May, 2005, by Thomas D. Lydon who is personally known to me or who produced FL driver's license as identification.



Catherine Rappoport
NOTARY PUBLIC

My Commission Expires: 2/8/09

Seal:

SKETCH & DESCRIPTION (Not a Survey)

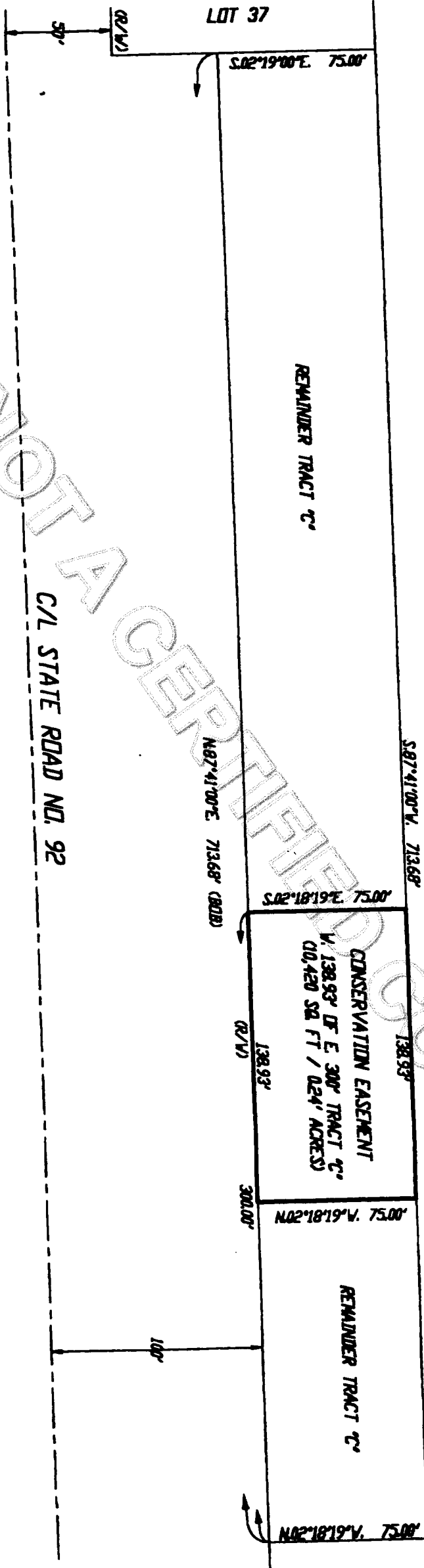
LEGAL DESCRIPTION OF CONSERVATION EASEMENT:

THE WEST 138.93 FEET OF THE EAST 300 FEET OF TRACT "C", MARCO BEACH UNIT SEVENTEEN, PLAT BOOK 6, PAGES 119 THROUGH 124, COLLIER COUNTY, FLORIDA PUBLIC RECORDS, LAND AS DESCRIBED CONTAINS 10,420 SQUARE FEET, OR 0.24 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.



SCALE 1" = 30'

GRAPHIC SCALE



Jeffrey H. Hillgoss

DATE:

4/8/09

Jeffrey H. Hillgoss
Professional Surveyor & Mapper
Florida Registration No. LS 4488

EXHIBIT

A

ALL-STATE INTERNATIONAL

LEGEND

NOB - BASIS OF BEARING
C/L - CENTERLINE
R/V - RIGHT OF WAY LINE

JTB NO. 24-075-CE

SCALE: 1" = 60'

REVISED

J.H. HILLGOSS, P.L.S.



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