

Prepared by:

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Return original recorded document to:

Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2529

AMENDED AND RESTATED CONSERVATION EASEMENT

THIS AMENDED AND RESTATED CONSERVATION EASEMENT ("Conservation Easement") is made as of the _____ day of _____, 2016 by HANOVER EAGLE POINTE, LLC, a Florida limited liability company, having an address 2420 South Lakemont Ave., Suite 450, Orlando, FL 32814 and ROYAL OAK HOMES, LLC, a Florida limited liability company, having an address 2420 South Lakemont Ave., Suite 450, Orlando, FL 32814 ("Grantors"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177-2529 (may hereafter be referred to as the "District" or the "Grantee"). As used herein, the term Grantors shall include any and all heirs, successors or assigns of the Grantors, and all subsequent owners of the "Easement Property" (as hereinafter defined) and the term Grantee shall include any successor or assignees of Grantee.

WITNESSETH:

WHEREAS, Grantors solely own in fee simple certain real property in Lake County, Florida, more particularly described as on the attached Exhibit "A" (the "Easement Property"), being a portion of lots 483 through 495, and a portion of Tract C, the same being generally depicted on that certain Plat entitled "Eagle Pointe Phase IV, a Replat" (the "Phase IV Plat"), which Plat is further appurtenant to that certain Plat of Eagle Pointe, as recorded in Plat Book 59, Page 36, all in the Official Records of Lake County, Florida (collectively, the "Subdivision"); and

WHEREAS, GRANTORS desire to grant this conservation easement solely over the Easement Property as a condition of Permit No. 95050-6 (the "Permit"), to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions and provide reasonable assurances that the construction and operation of the surface water management system authorized by the Permit will not cause adverse secondary impacts to the water resources; and

WHEREAS, Grantors desire to preserve the Easement Property in its natural condition in perpetuity; and

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantors hereby grants and conveys to Grantee a conservation easement in

perpetuity over the Easement Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Easement Property will be retained forever in its existing natural condition, except for those activities specifically authorized by the Permit, and to prevent any use of the Easement Property that will impair or interfere with the environmental value of the Easement Property.

2. **Prohibited Uses.** Any activity or use of the Easement Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing and except for activities specifically authorized by the Permit, the following activities and uses are prohibited on the Easement 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 soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

(c) Removing or destroying trees, shrubs, or other vegetation;

(d) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a 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; and

(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.

3. **Reserved Rights.** The Grantors unto themselves, and their successors and assigns, all rights accruing from their ownership of their respective portions of the Easement Property, including the right to engage in or permit or invite others to engage in all uses of the Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement, specifically, but not limited to the following, each of which have been agreed to by the District:

A. On the Easement Property, the Grantors may construct and maintain a boardwalk(s) along the perimeter canals, subject to the following restrictions:

(i) The square footage of the boardwalks will meet the provisions of the exemption criteria in 40C-4.051 (12)(±), F.A.C.

- (ii) The boardwalks construction standards are proposed to ensure that impacts to the proposed upland buffer enhancement areas will be minimized.
- (iii) The boardwalks shall be limited to a maximum width of four (4) feet.
- (iv) The decking design and construction shall ensure maximum light penetration, with full consideration of safety and practicability.
- (v) The boardwalks will have a vertical height above the upland buffer enhancement areas of at least 2-feet in order to minimize any potential shading.
- (vi) The boardwalks shall meet all other governmental permitting requirements.

Notwithstanding the prohibitions contained in Section 2, the Grantors reserves unto itself, and their successors and assigns, the following rights:

The owners of marsh front lots 483-495, inclusive, as illustrated on the Phase IV Plat, the same being generally depicted on the description of the Easement Property, may each install and maintain one private dock or pier, pursuant to 40C-4.051(12)(f), Florida Administrative Code (February 1, 2005), which structures have 1000 square feet or less of surface area over wetlands or other surface waters or 500 square feet or less of surface area over wetlands or other surface waters which are located in Outstanding Florida Waters. The dock or pier shall not extend into the rim ditch (perimeter canal) by more than 4 feet. The dock or pier shall be used for recreational, non-commercial activities; shall be constructed or held in place by pilings, including floating docks, so as not to involve filling or dredging other than that necessary to install the pilings; shall not substantially impede the flow of water, or create a navigational hazard; and shall be the sole dock or pier constructed as measured along the shoreline for a minimum distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot. If a dock is constructed, activities associated with a dock shall include the construction of structures attached to the dock, which are only suitable for the mooring, or storage of boats, such as boat lifts. Sanding and painting of the exterior of the boat at the dock is strictly prohibited. Grantors or subsequent lot owners must also obtain all necessary local, state, and federal permits prior to the commencement of any construction.

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantors convey the following rights to Grantee:

(a) Grantee may enter upon and inspect the Easement Property in a reasonable manner and at reasonable times to determine if Grantors or their successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement. No right of access by the general public to any portion of the Easement Property is created by this Conservation Easement.

(b) 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 Easement Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. **Grantee' Discretion.** Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantors breach any term of this Conservation Easement and Grantee does not exercise, or delays in, the exercise of its rights under this Conservation Easement, Grantee's forbearance or delay shall not be construed as 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 Grantors shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. **Grantee' Liability.** Grantors will assume all liability for any injury or damage to the person or property of third parties which may occur on their respective portions of the Easement Property arising from Grantors' 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.

7. **Acts Beyond Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Easement Property resulting from natural causes beyond Grantors' control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes.

8. **Recordation.** Grantors shall record this Conservation Easement in timely fashion in the Official Records of Lake County, Florida, and shall rerecord it at any time Grantee may require to preserve their rights. Grantors shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

9. **Successors.** 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 personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Easement Property.

10. **Amendment.** This Conservation Easement may be amended by mutual written consent of Grantors, Lake County, and the District Governing Board, or any successor agency. Any such amendment shall be effective upon recording in the Public Records of Lake County, Florida.

11. **Termination.** If Grantors and the District Governing Board agree that this Conservation Easement is no longer required, they may terminate it. Such termination shall be

effective upon recording a Termination of Conservation Easement in the Official Records of Lake County, Florida.

IN WITNESS WHEREOF, Grantors have executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

GRANTORS:

HANOVER EAGLE POINTE, LLC, a
Florida limited liability company

By: Hanover Land Company, LLC,
a Florida limited liability company

Signature: _____

Signature: _____

By: _____
William S. Orosz, Jr., President

ROYAL OAK HOMES, LLC, a
Florida limited liability company

By: Avatar Properties, Inc.
a Florida corporation

Signature: _____

Signature: _____

By: _____
Stephen W. Orosz., Co-Division President

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William S. Orosz, Jr., President of Hanover Land Company, LLC, a Florida limited liability company, in its capacity as Manager of HANOVER EAGLE POINTE, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me, and he acknowledged executing the same on behalf of said Company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Signature of Notary
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal)
My Commission Expires: (if not legible on seal)

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen W. Orosz, Co-Division President of Avatar Properties, Inc., a Florida corporation, in its capacity as Manager of Royal Oak Homes, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me, and he acknowledged executing the same on behalf of said Company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Signature of Notary
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal)
My Commission Expires: (if not legible on seal)

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF PARCELS 2 AND 3, EAGLE POINTE, PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "C", EAGLE POINT PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 51 THROUGH 53 OF SAID PUBLIC RECORDS, FOR A POINT OF BEGINNING; THENCE RUN ALONG THE EASTERLY LINE OF PARCEL-3 AND PARCEL -2, OF SAID PLAT OF EAGLE POINT PHASE I, THE FOLLOWING COURSES: THENCE RUN SOUTH 04°16'02" EAST, 119.53 FEET; THENCE RUN SOUTH 10°27'47" WEST, 361.73 FEET; THENCE RUN SOUTH 10°11'22" WEST, 109.86 FEET; THENCE RUN SOUTH 32°01'35" WEST, 166.24 FEET; THENCE RUN SOUTH 32°55'45" WEST, 138.69 FEET; THENCE RUN SOUTH 47°12'22" WEST, 94.92 FEET; THENCE RUN SOUTH 01°15'35" WEST, 105.16 FEET; THENCE RUN SOUTH 21°19'48" WEST, 168.50 FEET; THENCE RUN SOUTH 06°21'34" WEST, 85.66 FEET; THENCE RUN SOUTH 16°46'07" WEST, 20.84 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN NORTH 62°34'58" WEST, 141.05 FEET; THENCE RUN NORTH 20°20'11" EAST, 226.73 FEET; THENCE RUN NORTH 62°34'58" WEST, 47.52 FEET; THENCE RUN NORTH 27°25'02" EAST, 458.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 27°58'54", AN ARC LENGTH OF 586.05 FEET, A CHORD LENGTH OF 580.24 FEET AND A CHORD BEARING OF NORTH 13°25'35" EAST TO A POINT LYING ON THE SOUTH LINE OF AFORESAID PLAT OF EAGLE POINT PHASE II; THENCE RUN NORTH 89°26'08" EAST, ALONG SAID SOUTH LINE, 131.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA AND CONTAINS 4.365 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EASTERLY LINE OF PARCEL-3, EAGLE POINTE, PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. BEING SOUTH 04°16'02" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 7-26-2016

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST

DATE: JULY 25, 2016

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 16.023

LEGAL DESCRIPTION



SCALE
1" = 200'

EAGLE POINTE, PHASE II
(P.B. 66, PGS. 51-53)

BLACK EAGLE DRIVE

P.O.B.
SOUTHEAST CORNER
TRACT "C"
(P.B. 66, PGS. 51-53)

SOUTH LINE
(P.B. 66, PGS. 51-53)

TRACT "C"
N89°26'08"E
131.31'

S04°16'02"E
119.53'

R = 1200.00'
Δ = 27°58'54"
L = 586.05'
C = 580.24'
CB = N13°25'35"E

PARCEL-3

EAGLE POINTE, PHASE I
(P.B. 59, PGS. 36-42)

PROPOSED EAGLE POINT PHASE IV
N27°25'02"E
458.45'

PC. 4.365 ACRES ±

EASTERLY LINE, PARCEL-3
(P.B. 59, PGS. 36-42)

GROVELAND FARMS
(P.B. 2, PGS. 10-11)

N62°34'58"W
47.52'

PARCEL-2

EAGLE POINTE, PHASE I
(P.B. 59, PGS. 36-42)

226.73'
N20°20'11"E

S47°12'22"W
94.92'
S01°15'35"W
105.16'

TRACT 56

LEGEND
P.O.B.....POINT OF BEGINNING
P.B.....PLAT BOOK
PGS.....PAGES
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
CB.....CHORD BEARING
PC.....POINT OF CURVATURE

141.05'
N62°34'58"W

S21°19'48"W
168.50'
EASTERLY LINE, PARCEL-2
(P.B. 59, PGS. 36-42)
S06°21'34"W
85.66'
S16°46'07"W
20.84'

(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 2

PEC SURVEYING AND MAPPING, LLC

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2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST

DATE: JULY 25, 2016	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 16.023
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O:\16-023 EAGLE POINT PH. 4 PLAT\16-023-CONSERVATION.dwg Jul 26, 2016 - 12:54pm