

Prepared by, record and return to:

R Margaret M. Lytle
Senior Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34804-6889



Rspt: 880577 Rec: 95.00
DS: 0.70 IT: 0.00
05/04/05 *MR* Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
05/04/05 09:55am 1 of 11
OR BK **6351** PG **1722**

**AMENDED CONSERVATION EASEMENT AND
RELEASE OF PRIOR CONSERVATION EASEMENT AREA AND QUIT CLAIM**

THIS AMENDED CONSERVATION EASEMENT is made this 28th day of April, 2005, by F.G. PROPERTY MANAGEMENT FOR EUROPEAN INVESTORS, INC., a Florida corporation, having a mailing address at 21023 Las Cabos Court, Land O' Lakes, Florida 34637 ("Grantor") and joined by LAUREL HOMES, INC., a Florida corporation, having a mailing address at P.O. Box 300789, Fern Park, Florida 32730-0789 ("Laurel"), in favor of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having a mailing address at 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida, 34604-6899 ("Grantee"). Further, this RELEASE OF PRIOR CONSERVATION EASEMENT AREA and QUIT CLAIM is made this 28th day of April, 2005, by the Grantee in favor of Laurel and its successors, grantees and assigns as described below, including Grantor.

WITNESSETH:

WHEREAS, Laurel, and the SILVER LAKES OF PASCO HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, having a mailing address at P.O. Box 300789, Fern Park, Florida 32730-0789 ("Association"), and certain individuals and entities as successors, grantees and assigns of Laurel (including Grantor) pursuant to the purchase of lots (collectively "Lot Owners") in the Silver Lakes subdivision ("Silver

Lakes”) as shown on the Plat of Silver Lakes filed for recording on February 7, 2001, and recorded in Plat Book 40, Pages 96 through 100 inclusive, of the Public Records of Pasco County, Florida (“Plat”), own in fee simple certain real property in Pasco County, Florida, more particularly described on said Plat; and

WHEREAS, Laurel previously conveyed a perpetual conservation easement in favor of the Grantee, which conservation easement was executed on July 24, 1998, and recorded in the Official Records of Pasco County on December 4, 1998, at Official Record Book 4053, Page 972 (“the Prior Easement”); and

WHEREAS, the Prior Easement conveyed to the Grantee an easement interest over the real property described therein; and

WHEREAS, Grantee has issued Laurel Permit Nos. 4404915.004 and .006 (“Permits”), which authorize certain activities that affect wetlands or other surface waters which are subject to the Grantee's regulatory jurisdiction; and

WHEREAS, the Permits require that Laurel and its successors and assigns mitigate certain adverse impacts to wetlands or other surface waters which are subject to the Grantee's regulatory jurisdiction; and

WHEREAS, the Prior Easement was granted by Laurel in consideration of the Grantee's agreement, reflected by the Permits, to Laurel's proposal to preserve, enhance, or restore wetlands or uplands as mitigation for the adverse impacts to wetlands or other surface waters authorized by the Permits; and

WHEREAS, Laurel previously conveyed to the Association a portion of the real property as shown on the Plat and encumbered by the Prior Easement and subject to such Prior Easement and the Permits by Special Warranty Deed executed on November 17, 2000, and recorded in the Official Records of Pasco County on August 29, 2001, at Official Record Book 4705, Page 1869 (“the Association Deed”); and

WHEREAS, Laurel previously conveyed to the Lot Owners (including Grantor) or their predecessors in interest in multiple transactions portions of the real property shown on the Plat as individual lots, which lots were encumbered by the Prior Easement and subject to such Prior Easement and the Permits, and were transferred by warranty deeds referencing the Plat (collectively the "Lot Owners' Deeds"); and

WHEREAS, subsequent to the recording of the Prior Easement, the Plat, the Association Deed, and the Lot Owners' Deeds, it was discovered that the legal description of the real property intended to be preserved in the Prior Easement was incorrect; and

WHEREAS, Exhibit "A", attached hereto accurately describes the real property intended to be preserved; and

WHEREAS, Grantee has agreed to release Laurel, the Association, and the Lot Owners (including Grantor) from the Prior Easement and Grantor has agreed to execute and deliver to Grantee a perpetual conservation easement, as defined in Section 704.05, Florida Statutes, over the real property, as described in Exhibit "A" (the "Property"). The Property is shown currently on the Plat as conservation easement and drainage easement areas and this Amended Conservation Easement is intended as an overlay on such platted uses, rather than a replatting of such boundaries and uses.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the Grantee voluntarily releases Laurel, the Association, and the Lot Owners (including Grantor) from the Prior Easement, and quit claims all interests conveyed to the Grantee by Laurel, with respect to the Prior Easement, with such quitclaimed interests returning to the party currently in

fee title to such affected property as shown on the Plat and pursuant to the Association Deed and the Lot Owners' Deeds, including to Grantor.

FURTHER, 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, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Amended Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Property. The Property that is the subject of this Amended Conservation Easement is described in Exhibit "A" attached hereto and incorporated by this reference.

2. Purpose. The purpose of this Amended Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Amended Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Constructing or placing 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, except for removal of nuisance or exotic vegetation in accordance with a plan approved by Grantee.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances.
- 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 in a natural state.
- 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.

4. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not prohibited herein and are not inconsistent with the purpose of this Amended Conservation Easement.

5. Property Maintenance. Grantor agrees to maintain the Property in the state and condition in which it exists as of the date of the execution of this Amended Conservation Easement. Removal or nuisance or exotic plant or animal species is not prohibited by the Amended Conservation Easement, if performed in accordance with a plan approved

by Grantee, and the methods used do not impair the ecological integrity of the Amended Conservation Easement.

6. Taxes. Grantor or its successors, grantees and assigns as owners of the Property shall pay, before delinquency, all taxes, assessments, fees and charges, of whatever description, levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Amended Conservation Easement, if any, and shall furnish Grantee with documentation of payment by June 1 of the succeeding year after the taxes are due.

7. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Amended Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of this Amended 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 this Amended Conservation Easement.

8. Grantee's Discretion. Grantee may enforce the terms of this Amended Conservation Easement at its discretion, but if Grantor breaches any term of this Amended Conservation Easement and Grantee does not exercise its rights under this Amended 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 Amended Conservation Easement, or of any of the Grantee's rights

under this Amended 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 Amended Conservation Easement.

9. Grantee's Liability. 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 Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property, which may occur on the Property.

10. Acts Beyond Grantor's Control. Nothing contained in this Amended 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.

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

12. Successors. The covenants, terms, conditions and restrictions of this Amended Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto

and their respective personal representatives, heirs, successors, grantees and assigns and shall continue as a servitude running in perpetuity with the Property.

13. Conflict with Prior Easement. This Amended Conservation Easement supercedes the Prior Easement and, in the event of any conflict between the Prior Easement and this Amended Conservation Easement, the terms of this Amended Conservation Easement shall prevail.

IN WITNESS WHEREOF, Laurel, Grantor and Grantee have executed this Amended Conservation Easement and Release of Prior Conservation Easement Area and Quit Claim on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Signature: Janet L. Ridgway
Printed Name: Janet L. Ridgway

Signature: Peggy M. O'Riley
Printed Name: Peggy M. O'Riley


Laurel:
LAUREL HOMES, INC., a Florida
corporation

Signature: Joseph D. Robinson, IV
Printed Name: Joseph D. Robinson, IV
Title: Vice President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 28th day of February 2005, by Joseph D. Robinson, IV, as Vice President of Laurel Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or provided _____ as identification.

 Peggy M O'Riley
My Commission DD082697
Expires February 25, 2008

Peggy M. O'Riley
Notary Public, State of Florida at Large.
My Commission Expires: 02-25-06
Peggy M. O'Riley
Commission No. DD082697

Signed, sealed and delivered
in our presence as witnesses:

Signature: [Signature]
Printed Name: Peter Baker

Signature: [Signature]
Printed Name: RICHARD H. FARLOW

GRANTOR:
F.G. PROPERTY MANAGEMENT FOR
EUROPEAN INVESTORS, INC., a Florida
corporation

Signature: [Signature]
Printed Name: Frank Grunenberg
Title: President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of April,
2005, by Frank Grunenberg, as X President of F.G. Property Management
For European Investors, Inc., a Florida corporation, on behalf of the corporation. He is
personally known to me or provided _____ as identification.



Peter Baker
MY COMMISSION # DD248061 EXPIRES
September 27, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public, State of Florida at Large.
My Commission Expires: 9/27/07
Peter Baker
Commission No. DD248061

**GRANTEE: Southwest Florida Water
Management District**

Approved as to form:

Margaret M. Lytle
Office of General Counsel

Printed

Name: MARGARET M. LYTLE

Signature: Watson L. Haynes, II

Watson L. Haynes, II, Chair

Attest: Judith C. Whitehead

Judith C. Whitehead, Secretary

(Seal)

SCALE 1"= 50'

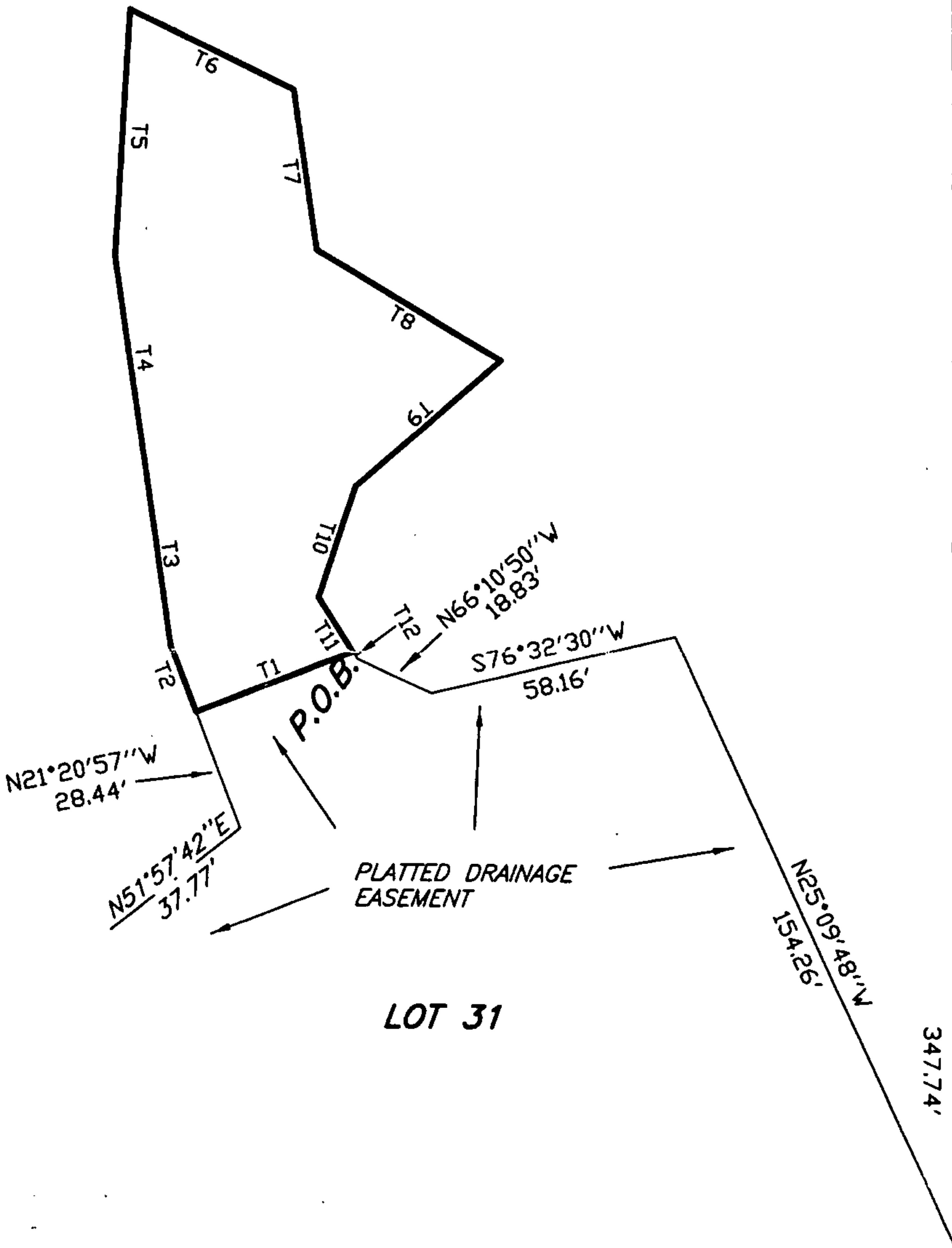
MERIDIAN BASED ON THE EAST
BOUNDARY OF THE NW 1/4 OF
THE SE 1/4 SECTION 1 AS BEING
S00°20'00"E (ASSUMED)

DESCRIPTION ("C2" CONSERVATION EASEMENT)
Commence at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 26 South, Range 18 East, Pasco County, Florida, thence S00°20'00"E, along the east boundary of the Northwest 1/4 of the Southeast 1/4 of Section 1, 347.74 feet; thence N25°09'48"W, 154.26 feet; thence S76°32'30"W, 58.16 feet; thence N66°10'50"W, 18.83 feet; thence N32°15'36"W, 2.04 feet to the Point of Beginning; thence S68°39'03"W, 39.05 feet; thence N21°20'57"W, 16.47 feet; thence N08°10'46"W, 43.10 feet; thence N08°32'22"W, 47.63 feet; thence N03°16'15"E, 57.18 feet; thence S64°19'35"E, 42.09 feet; thence S08°26'16"E, 37.33 feet; thence S59°51'55"E, 49.66 feet; thence S48°52'28"W, 44.63 feet; thence S18°14'42"W, 27.12 feet; thence S32°15'36"E, 15.10 feet to the Point of Beginning.

NORTH BOUNDARY NW 1/4 - SE 1/4 - Sec.1-26-18

NE CORNER
NW 1/4 - SE 1/4
Sec.1-26-18

EXHIBIT "A"



TANGENT TABLE		
LINE	BEARING	DISTANCE
T1	S68°39'03"W	39.05'
T2	N21°20'57"W	16.47'
T3	N08°10'46"W	43.10'
T4	N08°32'22"W	47.63'
T5	N03°16'15"E	57.18'
T6	S64°19'35"E	42.09'
T7	S08°26'16"E	37.33'
T8	S59°51'55"E	49.66'
T9	S48°52'28"W	44.63'
T10	S18°14'42"W	27.12'
T11	S32°15'36"E	15.10'
T12	N32°15'36"W	2.04'

LEGEND	
F.	Found
S.	Set
I.P.	Iron Pipe
I.R.	Iron Rod
C.M.	Concrete Monument
C.	Cap
N. & D.	Nail & disk
P.K.N.	P.K. Nail
R.R.S.	Railroad Spike
(P)	Plat Dimension
(F)	Field Measurement
(D)	Deed Information
(C)	Computed Dimension
P.P.	Power Pole
L.P.	Light Pole
W	Water Meter
CLF	Chain Link Fence
WDF	Wood Fence
E.P.	Edge of Pavement
O.H.W.	Overhead Wire

NOT VALID UNLESS
EMBOSSSED WITH SURVEYORS SEAL

PROPERTY SKETCH & DESCRIPTION

I CERTIFY THIS PLAT TO CORRECTLY REPRESENT THE SURVEY OF THE LANDS SHOWN AND DESCRIBED HEREON, AND MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS OF CHAPTER 61G17-8 FLORIDA ADMINISTRATIVE CODE.

A. GENE COPELAND

BY: Gene Copeland

Fla. Reg. Surveyor #2591

BOOK NO.	PAGE NO.
JOB NO. 99-389 SK	
COPELAND AND SONS, INC. 3300 LAND O'LAKES BLVD. LAND O'LAKES, FLA. 34639 PHONE: (813)949-4595 949-7165	
L.B. No.6900	
PREPARED FOR AND CERTIFIED TO:	
DATE 12/15/04	C. OF P. Gene
DWG. Gene	CKD.