

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

OR Bk3560 Pg0265  
INSTRUMENT 00121387

**CONSERVATION EASEMENT AND RESTRICTIVE COVENANT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration for the issuance of Department Of The Army Permit, Permit #199201744(IP-SS) issued by the Department of the Army, Jacksonville District Corp. of Engineers, in favor of John B. Connell (Seashore Village) as "Permittee", Connell Realty & Development Co., Inc., a Florida corporation, ("Owner") does hereby restrict and does by this instrument restrict the future use of the real property described on Exhibit "A" attached hereto entitled "Legal Description of Mitigation Areas", (hereinafter referred to as "Property") by establishment of this Conservation Easement and Restrictive Covenant which shall run with the Property. Owner hereby covenants that neither it nor its successors, assigns, agents, employees or servants or any of them, shall, except as consistent with the Permit described hereinabove, in any way alter the vegetation, soils, or hydrology of the Property by action or actions taken within or without the boundaries of the Property, except as specifically provided herein. The intent of Owner in placing these restrictions upon the use of the Property is that the Property shall remain a Wetlands in perpetuity, for the purposes of conversation and protection of public health and the environment and shall not be altered from that state by human intervention.

✓ THIS INSTRUMENT PREPARED BY:  
GERALD L. BROWN  
WELLS, BROWN & BRADY, P.A./  
601 S. PALAFOX ST.  
P. O. BOX 12584  
PENSACOLA, FL 32573

1. As used herein, the term Owner shall include any successor or assignee of the Owner.

2. It is the purpose and intent of this Conservation Easement and Restrictive Covenant to assure that the Property (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned Permit) will be retained and maintained forever predominately in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement and Restrictive Covenant, including wetlands which are to be enhanced or created, and shall be maintained forever in the enhanced or created conditions required by the aforementioned Permit.

3. Except for such specific activities as may be authorized by the Department of the Army, including but not limited to creation, enhancement and maintenance of wetlands as specified in the Permit, the following activities are prohibited on the Property subject to this Conservation Easement and Restrictive Covenant:

1. Construction or placing of buildings, utilities, roads, signs, billboards or other advertising, or other structures on or above the ground; excepting that construction of boardwalks to Santa Rosa Sound for ingress and egress over the wetland areas shown on Lots 23 through 27 and Parcels B and D as shown on the drawing attached as Exhibit "B" describing the "Mitigation Area" shall be allowed;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

5. Surface use except for purposes that Permit the land or water area to remain predominately in its natural condition;

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; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

4. The Owner, on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities relating to the operation and maintenance of the lands subject to this Conservation Easement and Restrictive Covenant in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned Permit. This Conservation Easement and Restrictive Covenant hereby granted and the obligation to retain and maintain the property forever predominately in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Owner, its successors and assigns.

5. In further consideration hereof, the Department of Army, Corps of Engineers, is hereby specifically granted authority to enforce the provisions of this Conservation Easement and Restrictive Covenant and is specifically granted ingress and egress in and to the Property for the purpose of determining compliance herewith. Owner agrees that the remedy for violation of the terms and conditions of this Conservation Easement includes but is not necessarily limited to, injunctive relief to restrain such violation and restoration of the Property to wetland conditions. This authority to enforce granted to the Department of Army, Corps of Engineers, shall not preclude or diminish the rights of any other parties at law or equity to enforce the provisions of this Conservation Easement.

6. In the event this Conservation Easement is terminated by operation of law, Owner, its successors and assigns, shall renew this Conservation Easement or if necessary, execute and record an appropriate effective and enforceable substitute instrument, and shall provide a copy thereof to the Department of Army, Corps of Engineers, Jacksonville District. In any enforcement action in which the Department of Army, Corps of Engineers prevails, it shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the costs of restoring the Property to the natural vegetative and hydraulic condition

existing at the time of execution of this Conservation Easement and Restrictive Covenant or the vegetative and hydraulic condition required by the aforementioned Permit.

IN WITNESS WHEREOF, Owner, by its duly designated representative has hereunto set its hand and its seal this 30<sup>th</sup> day of MARCH, 1994.

OWNER:

WITNESSES:

CONNELL REALTY & DEVELOPMENT CO., INC., a Florida corporation

*Anna W. Jahren*  
Print: ANNA W. JAHREN

By: *[Signature]* (SEAL)  
John B. Connell, President

*Linda S. Lewis*  
Print: LINDA S. LEWIS

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1994 by John B. Connell, as President of Connell Realty & Development Co., Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

*Anna W. Jahren* (SEAL)

"Notary Public—State of Florida"  
My Commission Expires May 21, 1996  
CC 195231

ANNA W. JAHREN  
"Notary Public—State of Florida"  
My Commission Expires May 21, 1996  
CC 195231

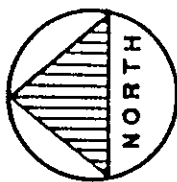
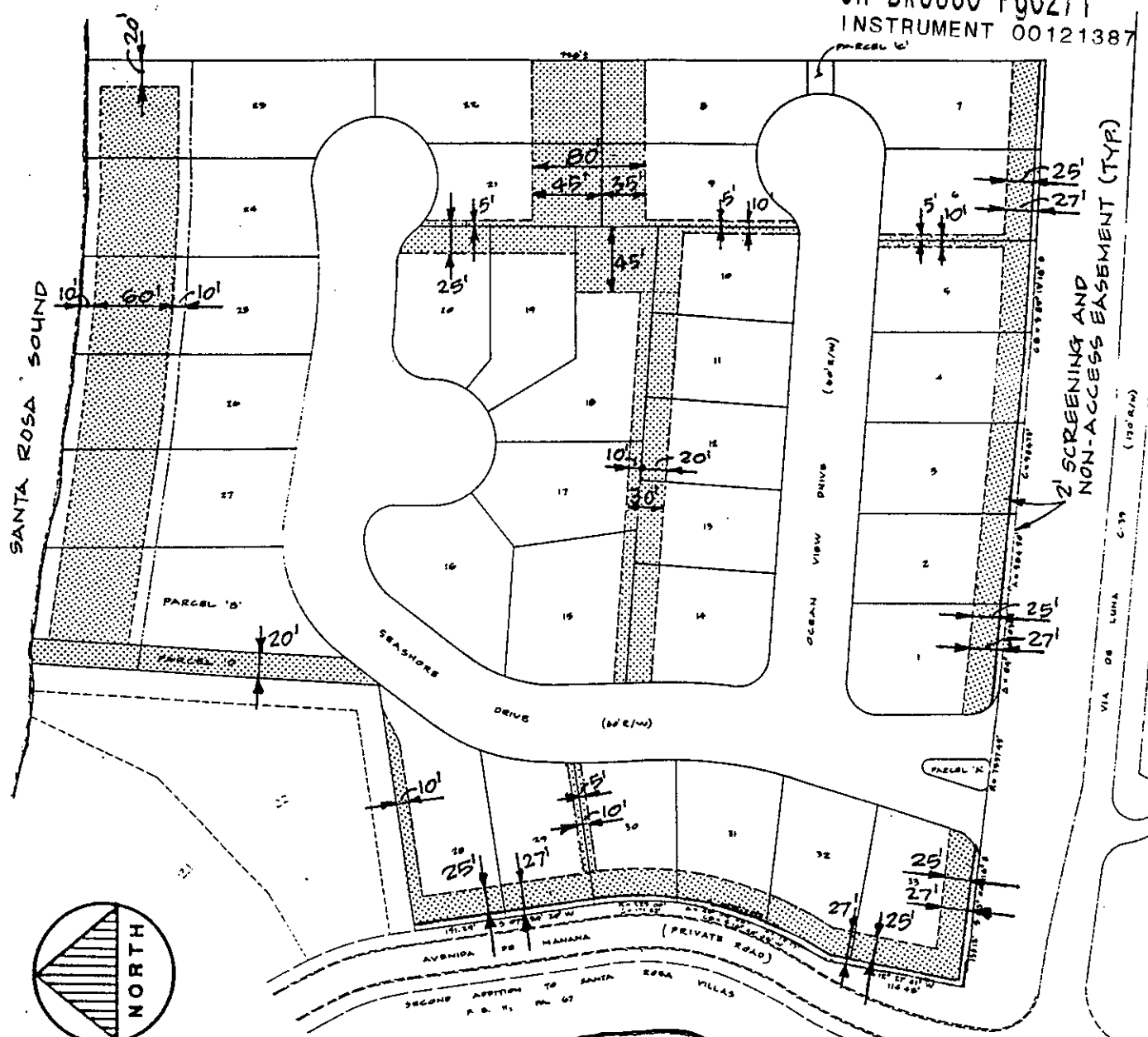
**HGH** HUDSON, GECI & HORNE, INC.  
E N G I N E E R S

OR Bk3560 Pg0270  
INSTRUMENT 00121387

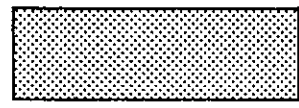
LEGAL DESCRIPTION OF MITIGATION AREAS:

The following portion of lots within "Seashore Village" a subdivision of a portion of Santa Rosa Island, Escambia County, Florida;

The North 25.00 feet of the South 27.00 feet of Lots 1 through 7; the East 5.00 feet of Lot 5; the West 5.00 feet of Lot 6; the North 35.00 feet of Lots 8 and 9; the West 5.00 feet of Lot 9; the East 5.00 feet of Lot 10; the North 20.00 feet of Lots 10 through 14; the South 10.00 feet of Lots 15, 17 and 18; the East 45.00 feet of Lot 18; the East 20.00 feet of Lots 19 and 20; the West 5.00 feet of Lot 21; the South 45.00 feet of Lots 21 and 22; the South 60.00 feet of the North 70.00 feet of Lots 23 through 27 less the East 20.00 feet of Lot 23; the North 70.00 feet of Parcel "B"; all Parcel "D"; the North 10.00 feet of Lot 28 less the East portion measuring 20.00 feet on the North line of Lot 28 and 40.00 feet on the South line of the North 10.00 feet of Lot 28; the East 25.00 feet of the West 27.00 feet of Lots 28 through 33; the South 5.00 feet of Lot 29; the North 5.00 feet of Lot 30; and the North 25.00 feet of the South 27.00 feet of Lot 33.



**LEGEND:**



**MITIGATION AREA**

Instrument 00121387  
Filed and recorded in the  
public records  
APRIL 19, 1994  
at 09:49 A.M.  
in Book and Page noted  
above or hereon  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

**HGH**

**HUDSON, GECI & HORNE, INC.**  
ENGINEERS

CORPORATE OFFICE • 5 PALAFOX PLACE • PENSACOLA, FL 32501 • (904) 432-2929  
MAILING ADDRESS • P.O. BOX 12385 • PENSACOLA, FL 32582 • FAX (904) 432-2875

PROJECT NO. **923001**

DATE 1/13/94 SHEET

BY TOM/CM OF 1