

THIS INSTRUMENT PREPARED BY:
GERALD L. BROWN
WELLS. BROWN & BRADY, P.A.
601 S. PALAFOX ST.
P. O. BOX 12584
PENSACOLA, FL 32579

OR Bk3921 Pg0340
INSTRUMENT 00274013

42.00
Rec.

600
130
420

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MODIFIED CONSERVATION EASEMENT AND RESTRICTIVE COVENANT

This Modified Conservation Easement and Restrictive Covenant, and as used herein is given for the purpose of modifying that certain Conservation Easement and Restrictive Covenant dated March 30, 1994 and recorded in Official Record Book 3592 at page 0703 of the public records of Escambia County, Florida, under instrument #00135079, hereinafter collectively referred to as "Conservation Easement and Restrictive Covenant".

KNOW ALL MEN BY THESE PRESENTS, that in consideration for the issuance of the 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", and Connell Realty & Development Co., Inc., a Florida corporation, as modified by modification letter issued by Construction-Operations Division, Regulatory Branch, Northeast Permits Section, Department of the Army, Jacksonville District Corp. of Engineers, Permit #1992-01724 (IP-JG) dated January 10, 1996, in favor of John B. Connell as "Permittee", Connell Realty & Development Co., Inc., a Florida corporation joined by Connell Holdings, 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 "Revised Legal Description of Mitigation Areas within Seashore Village-Revised January 13, 1996 (hereinafter referred to as

"Property"), by establishment of this Modification of 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 conservation and protection of public health and the environment and shall not be altered from that state by human intervention.

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 Exhibits "B-1" and "B-2" describing the "Mitigation Area" shall be allowed;
2. Dumping or placing of soil or other structures 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.

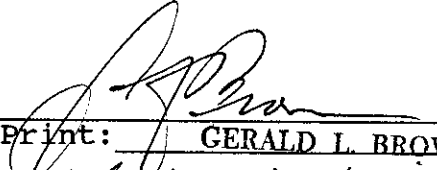
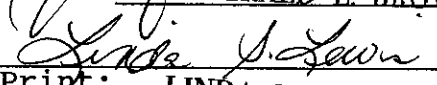
5. In further consideration hereof, the Department of Army, Corps of Engineers, is hereby specifically granted authority to enforce the provisions of this Conservation Easement and Restrictive Covenant and is specifically granted ingress and egress in and to the Property for the purpose of determining 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 or 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, Connell Holdings, Inc., a Florida corporation and Connell Realty & Development Co., Inc., a Florida corporation by their duly designated representative have hereunto caused their hands and seals to be affixed hereto this 15 day of FEBRUARY, 1996.

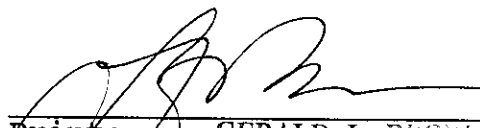
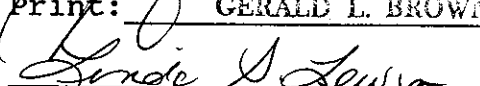
WITNESSES:


Print: GERALD L. BROWN

Print: LINDA S. LEWIS

OWNER: Connell Holdings, Inc., a Florida corporation

By: 
John B. Connell, President

WITNESSES:

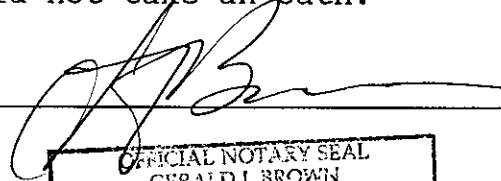

Print: GERALD L. BROWN

Print: LINDA S. LEWIS

Connell Realty & Development, Inc., a Florida corporation

By: 
John B. Connell, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

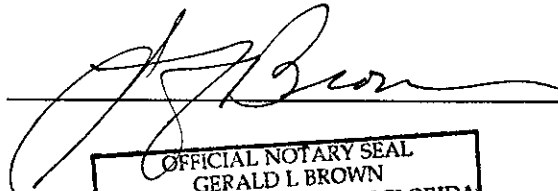
The foregoing instrument was acknowledged before me this 15 day of February, 1996 by John Baars Connell, as President of Connell Holdings, Inc., a Florida corporation, who is personally known to me and who did not take an oath.

 (SEAL)

OFFICIAL NOTARY SEAL
GERALD L BROWN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC342392
MY COMMISSION EXP. FEB. 15, 1998

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of February, 1996 by John Baars Connell, as President of Connell Realty & Development Co., Inc., a Florida corporation, who is personally known to me and who did not take an oath.

 (SEAL)

OFFICIAL NOTARY SEAL
GERALD L BROWN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC342392
MY COMMISSION EXP. FEB. 15, 1998

REVISED LEGAL DESCRIPTION OF MITIGATION AREAS WITHIN SEASHORE VILLAGE

Revised January 13, 1996

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.

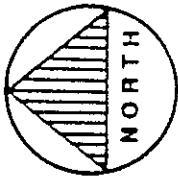
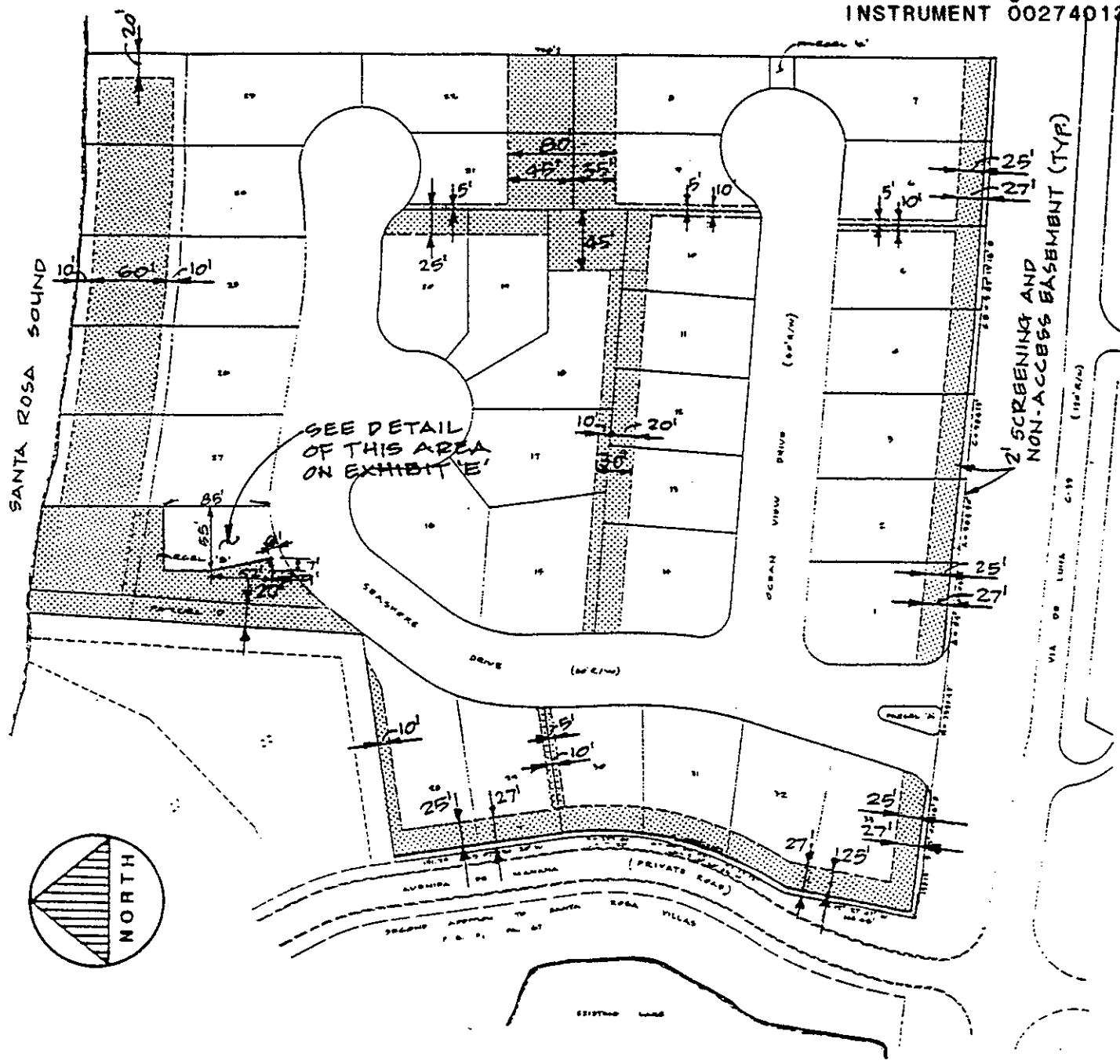
IN ADDITION:

That portion of Parcel "B" lying South of the above described portion, less and except therefrom the following:

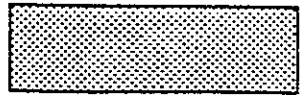
Commence at the Southeast corner of the above said Parcel "B" for the point of beginning;

Thence, N 00° 03' 04" W along the East line of the said Parcel "B" for a distance of 85.00 feet; Thence, S 89° 56' 56" W for a distance of 55.00 feet; Thence, S 00° 03' 04" E for a distance of 41.57 feet; Thence, S 08° 01' 15" E for a distance of 50.49 feet; Thence, S 74° 00' 13" W for a distance of 7.28 feet; Thence S 00° 03' 04" E for a distance of 9.00 feet to a point on the northerly right-of-way line of Seashore drive (60' R/W); said point being on an arc of a circular curve concave to the South having a radius of 104.06 feet; Thence Easterly along the arc of the said curve being also the South line of Parcel "B" for an arc distance of 58.50 feet; (chord distance of 57.74 feet; chord bearing of N 72° 14' 13" E) to the point of beginning.

EXHIBIT "A"



LEGEND:



MITIGATION AREA

REVISED: 1/13/96
REVISED: 1/12/95

HGH

HUDSON, GECI & HORNE, INC.

E N G I N E E R S

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

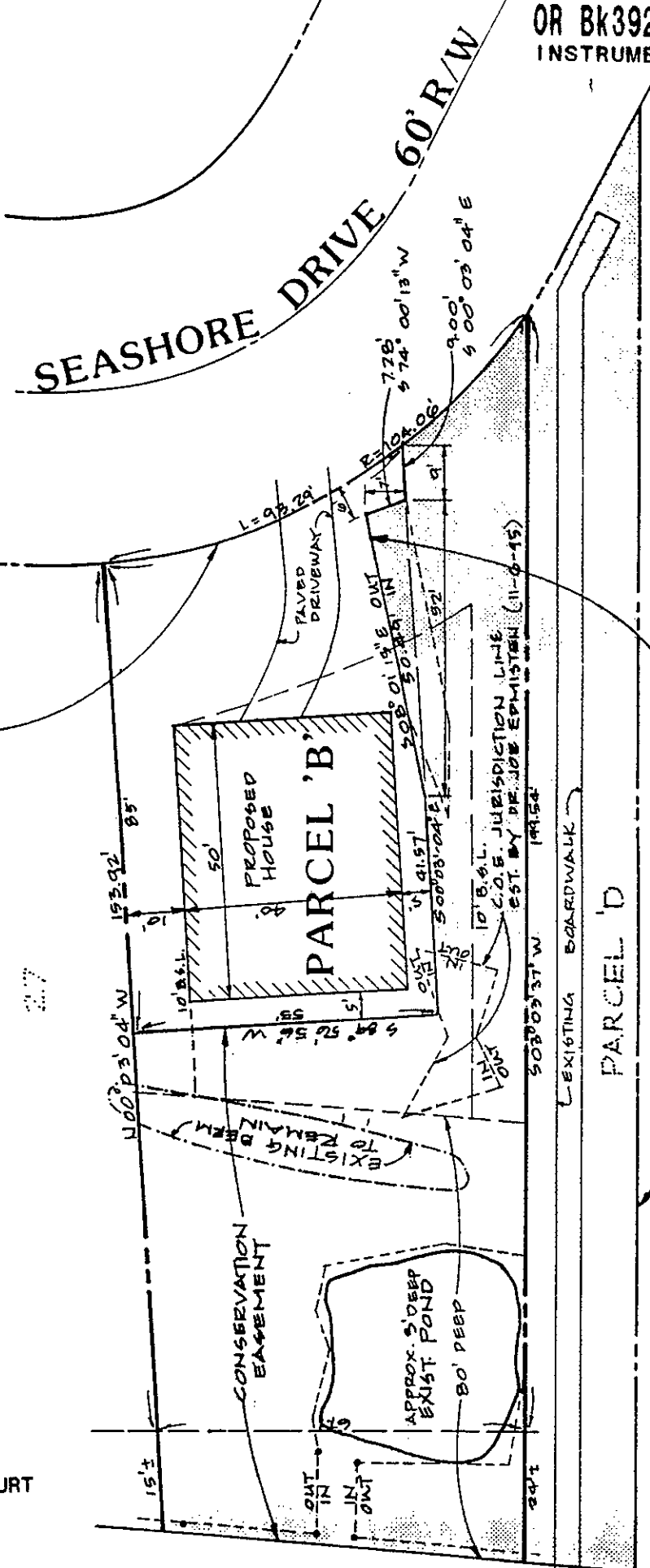
SHEET

BY TOM/CM

1
OF **1**

REVISED: JAN. 13, 1996
REVISED: NOV. 6, 1995

$\Delta = 32^\circ 12' 46''$
 $R = 104.06'$
 $A = 58.90'$
 $C E = 57.74'$
 $C B = N 72^\circ 14' 13'' E$



Instrument 00274013
 Filed and recorded in the
 Official Records
 FEBRUARY 20, 1996
 at 08:24 A.M.
 ERNIE LEE MAGAHA,
 CLERK OF THE CIRCUIT COURT
 Escambia County,
 Florida

EXHIBIT "B-2"