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When Recorded Return To:  
Conservation Florida, Inc.  
37 N. Orange Ave. Suite 323  
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Escambia County Parcels: 153S322000460002,  
153S322007000000, 153S322003020010, 153S322003030010, 153S322003040010,  
153S321102003008, 153S321102004008, 153S321102005008, 153S321102008005,  
153S321102007005, 153S321102006005, 153S321102005005, 153S321102004005,  
153S321102003005, 153S321102002005, 153S321102001005, 153S321102001006,  
153S321102007007, 153S321102006007, 153S321102005007, 153S321102004007,  
153S321102003007

## **DEED OF GIFT CONSERVATION EASEMENT**

**THIS DEED OF GIFT CONSERVATION EASEMENT** (this Easement) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **INNERARITY ISLAND PRESERVATION FOUNDATION, INC.**, a Florida not for profit corporation, whose address is 5612 North Shore Way, Pensacola, FL 32507 (“Grantor”), in favor of **CONSERVATION FLORIDA, INC.**, a Florida not for profit corporation the address of which is 37 N. Orange Ave., Suite 323, Orlando, Florida 32801, (“Grantee”).

The Grantor and the Grantee are sometimes referred to in this Easement individually as the “Party” or collectively as the “Parties.”

## **DEFINITIONS**

For purposes of this Easement, the following terms, when capitalized, shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein it shall be defined according to the Land Development Code of Escambia County, Florida in effect at that time, or if not defined in said Code, according to the law governing the

interpretation of contracts as applicable in the State of Florida.

- **Act:** Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantee.

- **Baseline:** The Baseline Documentation, described in Paragraph 5 below.

- **Building:** An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, or any use or activity.

- **Code and Regulations:** The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.

- **Conservation Easement Stewardship Plan:** (“Stewardship Plan”) A plan that describes stewardship goals, objectives, strategies, and management responsibilities provided for in Paragraph 6.

- **Currently or Existing:** Current or Existing as of the Effective Date.

- **Day or days:** Calendar Days, not business days.

- **Development Envelope:** An area designated on an Exhibit to this Easement, and staked on the Property, within which the right to construct or locate Structures is Reserved on the Property by this Easement.

- **Effective Date:** The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

- **Emergency:** Shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes (defined in Paragraph 1 of the Easement Terms below) or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

- **Grantee:** Conservation Florida, Inc., and its successors and/or assigns in title to this Easement.

- **Grantor:** Innerarity Island Preservation Foundation, Inc., its invitees and its successors in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

- **Improvements:** Man-made additions to the Property and/ or man-made changes in topography, excluding Structures and Utilities, as defined herein, but including roads, berms, ditches, ponds, fencing, pipes, pipelines, culverts, mailboxes, gates, gate posts, signs, decks, and stormwater improvements.

- **Indemnified Parties:** The Grantee's officers, employees, board members, partners, members, shareholders, beneficiaries, trustees, heirs, successors, and assigns, as the case may be.

- **New:** Occurring after the Effective Date.

- **Paragraph:** The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a Paragraph, if any, unless otherwise specifically stated.

- **Property:** The real property subject to this Easement, a legal description of which is contained in Exhibit A. Even though the Property consists of multiple parcels for all purposes of this Easement the Property shall be considered one (1) parcel.

- **Reserved:** A use of the Property that is expressly Reserved by the Grantor as a right under the terms of this Easement.

- **Structure:** An assembly of materials forming a construction, including, among other things, Buildings, platforms, observation towers, water tanks, trestles, piers, or temporary Structures having no foundation or footing, such as a tent or tree-house, but excluding Improvements.

- **Utility:** A facility for the provision of infrastructure services including wells, water storage tanks; septic systems; wastewater, potable water, electricity, internet, television, and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass; but excluding wind generators, micro-hydro installations, and cell towers, unless otherwise expressly Reserved on the Property by the terms of this Easement.

## RECITALS

**R-1.** The Grantor is the owner in fee simple of the Property, and desires to contribute to the Grantee, for the public purposes identified herein, this Easement over the Property.

**R-2.** The Grantee is an organization authorized under the provisions of §704.06, Florida Statutes to hold conservation easements, and is an "eligible donee" and a "qualified

organization” under § 170(h)(3) of the Code; and is willing, as acknowledged by the signature of its Chief Executive Officer below, to accept this Easement over the Property.

**R-3.** The Property qualifies as open space, the preservation of which by this Easement will preserve for the scenic enjoyment of the general public yielding a significant public benefit.

**R-4.** The Property qualifies as open space, the preservation of which is pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

**R-5.** The Property contains a significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem exists.

**R-6.** The Property consists of approximately 101.79 acres of land, which is comprised of upland and wetland habitats.

**R-7.** The Property is bordered by Perdido Bay to north and Russell Bayou to the south.

**R-8.** The Property is approximately one mile north and two miles west of a Florida Ecological Greenways Network (FEGN) Priority 5 area. The FEGN identifies large areas of ecological significance and linkages designed to maintain large landscape-scale ecological functions.

**R-9.** The Property also contains land cover identified by Florida Forever as a Strategic Habitat Conservation Area (Priority 2), Rare Species Habitat Conservation Priority (Priority 6), Underrepresented Natural Community (Pine Flatwoods, G4), Significant Surface Water (Priorities 1, 2, 4, 5), Functional Wetlands (Priorities 2, 3, 4), and Prioritized Aquifer Recharge (Priority 5).

**R-10.** The Property has significant amounts of coastal wetlands, which areas provide habitat for species such as the Federally-designated Threatened Gulf Sturgeon (*Acipenser oxyrinchus desotoi*), the State-designated Threatened Saltmarsh Topminnow (*Fundulus jenkinsi*), the Gulf Salt Marsh Snake (*Nerodia clarkii clarkii*), and the Florida Clapper Rail (*Rallus longirostris scottii*).

**R-11.** The wetlands described in R-10 are considered high-priority areas by Florida Forever under their Significant Surface Water and Functional Wetland categories.

**R-12.** In addition to the species described in R-10, the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix has several imperiled species listed as Potential for the Property area, including:

- Gulf Sturgeon (*Acipenser oxyrinchus desotoi*) – Federally-designated Threatened
- Godfrey’s goldenaster (*Chrysopsis godfreyi*) – State-designated Endangered
- Leatherback Sea Turtle (*Dermochelys coriacea*) – Federally-designated Endangered
- Gopher Tortoise (*Gopherus polyphemus*) – State-designated Threatened
- Panhandle Lily (*Lilium iridollae*) – State-designated Endangered
- Apalachicola Meadowbeauty (*Rhexia parviflora*) – State-designated Endangered.

**R-13.** The Property contains a mix of estuarine and upland habitats. The dominant community is salt marsh, which is found mainly on the west side of the Property. The uplands are mostly a mix of scrubby, mesic, and wet flatwoods, with mesic flatwoods being the dominant upland community. Pine Flatwoods are considered an Under-represented Natural Community by Florida Forever.

**R-14.** The Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural values and characteristics of the Property described in these Recitals, and in the Baseline; collectively, the “Conservation Values” of the Property.

**R-15.** The Grantee has examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and has determined that acceptance of this Easement, and the commitment of the resources of the Grantee to the stewardship of this Easement in perpetuity, is in the best interests of the residents of Escambia County, the State of Florida, and the United States, and that such preservation will result in a significant public benefit.

**R-16.** The Grantor further intends, as owner of the Property, to convey to the Grantee the right to preserve and protect the Conservation Values in perpetuity as defined herein.

**R-17.** It is the intent of the Grantor to grant this easement to further the conservation of lands within Escambia Country pursuant to clearly delineated governmental conservation policies.

**R-18.** The Grantee agrees, by accepting this grant, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come.

**R-19.** This Easement irrevocably and unconditionally conveys a real property interest

in the Property to the Grantee, and in exchange the Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity. The Parties recognize that acceptance of the responsibility to permanently monitor and enforce such restrictions represents a substantial commitment of time and financial resources by the Grantee.

**R-20.** Neither the Grantee, nor the public, acquires through the conveyance of this Easement, any rights to the physical use of the Property; however, the Grantee does acquire the right to prevent the Grantor from using the Property in ways that are inconsistent with the terms of this Easement, and the right to enter the Property for purposes of monitoring and enforcement, as expressly hereinafter provided.

**R-21.** The Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land, and bind all future owners of the Property and any portion thereof and interest therein, and that this Easement shall be enforceable by the Grantee, in perpetuity.

## **GRANT OF EASEMENT**

In consideration of the Recitals and the mutual agreements contained in this Easement, the Grantor hereby GIVES, GRANTS and CONVEYS to the Grantee, WITH SPECIAL WARRANTY OF TITLE, this Easement over and across the Property, pursuant to the Act, for the Conservation Purposes, and upon the terms described below. Grantor does hereby fully warrant the title to this Easement, and will defend the same against the lawful claims of all persons whomsoever. This Easement shall be enforceable by the Grantee in perpetuity, and shall bind the Grantor unconditionally and in perpetuity.

The Grantor shall have the sole possession, control, and use of the Property, except for the rights of the Grantee to monitor the Property and to enforce the provisions of this Easement. Furthermore, this Easement does not grant to, or create in, any person, or the public, any right of access to, or possession of, the Property, except for the rights of the Grantee as provided for in this Easement; nor is it the intent of the Parties to create hereby any form of trust, including a charitable trust.

## **EASEMENT TERMS**

**1. Conservation Purposes.** The “Conservation Purposes” of this Easement are (i) to preserve the Conservation Values, and other significant conservation interests (to the extent that it is not necessary to impair such other interests in order to protect the Conservation Values), and (ii) to restrict the use of the Property to those uses that are consistent with such Values and interests.

**2. Rights Reserved by the Grantor.** The following uses and activities (“uses” and “activities” as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, in each case, that such uses shall be undertaken in a manner that is consistent with the Conservation Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a Reserved use is conditioned upon prior approval from the Grantee, in which cases notice and approval, in accordance with the provisions of Paragraph 7, are required.

2.1. Structures, Building Envelopes and Building Design. To construct, locate, own, use, lease (for use consistent with the provisions of this Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct (collectively for purposes of this Paragraph 2.1, “to use”) Structures and Improvements on the Property, subject to the following provisions:

2.2. Use of Existing and Reserved Structures and Improvements. There are no Structures on the Property Currently. Improvements, such as paved roads, fences, gates, culverts, stormwater improvements and utilities, are Currently located on the Property. The Baseline describes the Improvements Currently located on the Property. The Grantor Reserves the rights to use these Improvements, and any new Structures and Improvements expressly Reserved on the Property by the terms of this Easement.

2.2.1. Development Envelopes and the Use of Development Envelopes. Exhibit C is a map of the Property showing the location of two (2) Development Envelopes: The Innerarity Point Beach Development Envelope (0.82 acres) and the Seascape Development Envelope (1 acre). The corners of the Development Envelopes are identified through the use of GPS coordinates.

Structures expressly Reserved for use anywhere on the Property by the terms of this Easement shall be located within a Development Envelope.

Prior to commencing any work on, including site work for, any Structure required to be located within a Development Envelope that is to be the first Structure within such Development Envelope, the Parties shall physically locate and mark on the ground the boundaries of the Development Envelope within which such work is to be undertaken.

2.2.2. Innerarity Point Beach Development Envelope. Within the Innerarity Point

Beach Development Envelope, to use wooden boardwalks or similar improved walkways, which may be elevated, benches and observation platforms.

2.2.3. Seascape Development Envelope. Within the Seascape Development Envelope, to construct a recreation area, and associated parking area with a pervious surface.

2.2.4. Minor Improvements. To construct and use minor Improvements, such as entrance gates and posts, fencing, drainage ditches, culverts, water troughs, benches, tents, fire rings and other temporary camping facilities, and birdfeeders, anywhere on the Property.

2.2.5. Building Design and Lighting. All New Buildings shall utilize non-reflective, earth-tone materials for exterior surfaces. For this purpose, windows shall be considered “non-reflective.”

All New external lighting shall be located within a Development Envelope, shall consist only of 90° horizontal cutoff downcast fixtures, or Florida Fish and Wildlife Conservation Commission Certified Wildlife lighting, whichever is more restrictive. Florida Fish and Wildlife Conservation Commission Certified Wildlife lighting shall be used and maintained in a manner consistent with such Certification.

2.2.6. Earth Disturbance and Storage. Areas disturbed for any work on any Structure or Improvement required to be located within a Development Envelope, and all related site work, shall be limited to the Development Envelope where such Structure or Improvement is, or will be, located. Areas disturbed for any such work not occupied by a permanent Structure or Improvement shall be restored as provided in Paragraph 2.8.

2.2.7. Temporary Storage of Construction Materials, Construction Debris, and Equipment. To store construction materials and non-garbage, non-toxic construction debris, and to park equipment, within a Development Envelope during periods of construction within that Building Envelope. The Grantee may approve other locations for such storage or parking. Areas damaged by any such storage and/or parking shall be restored as provided in Paragraph 2.8.

2.2.8. Notice Required. The Grantor shall provide the Grantee with written notice prior to commencement of any exterior work on, or site work for, any Structure or Improvement on the Property, including the removal of any Structure or Improvement. This notice shall include a sketch plan of the proposed work, and the area to be disturbed (if any) during the work. No notice shall be required for routine maintenance.

2.2. Utilities. To locate, use, maintain, repair, remove, and/ or relocate, Utilities



anywhere on the Property, provided that such Utilities are located within Existing Utility easements or rights-of-way (and are used consistently with the terms of such easements or rights-of-way), or are necessary to serve Structures, Improvements, or uses Reserved on the Property.

Other than Existing Utilities or Utilities to be located within Existing easements or rights of way over which the Grantor has no control, Utilities shall be sized to serve uses Reserved on the Property by this Easement, and shall be located underground, except for junction boxes, meters, transformers, and other similar equipment that cannot be located underground. Solar panels, satellite dishes and the like serving Reserved uses and which require no above-ground installation of physical lines or pipes to operate may also be located above ground, but shall be located within a Development Envelope.

The width of land disturbed to install, maintain, repair, replace or relocate Utilities shall be the minimum reasonably necessary, and any area disturbed by such work shall be promptly restored according to the provisions of Paragraph 2.8.

Wind generators, cell towers, and micro-hydro installations, may only be used on the Property with prior, written consent from the Grantee, and only if they do not significantly impair any view of, or over, the Property from a public vantage point, and only if they are designed primarily to serve uses expressly Reserved on the Property by this Easement.

2.3. Development of Water Resources. To operate, maintain and replace non-Commercial, ground water wells within the Development Envelopes to serve Reserved uses.

2.4. Roads, Pathways and Vehicle Trails. To locate, use, maintain, repair, remove, Existing roads, Existing vehicle trails and Existing pedestrian pathways in their Current locations as documented in the Baseline; and to locate, use, maintain, repair, remove, and/ or relocate New and Existing pathways, to provide access to Reserved Buildings, for Property maintenance and inspection, for hiking, jogging, and/ or biking; provided that the construction of New pathways shall not result in the removal of trees having a diameter of six (6) inches or more at a height of four (4) feet from the adjoining ground.

Areas disturbed for the construction or relocation of pathways, which areas are not to be permanently occupied by a pathway, shall be restored as provided in Paragraph 2.8. In the event of the relocation of any pathway, the area originally occupied by such feature shall be restored as provided in Paragraph 2.8.

For purposes of this Paragraph 2.4, the term “road” shall mean a road not to exceed the Existing road pavement width as documented in the Baseline that may be paved, or provided with some other all- weather surface; the phrase “vehicle trail” shall mean a one or

two-track trail (to consist of dirt, wood chip, or loose gravel surface) not to exceed twelve (12) feet in width; the term “pathway” shall mean a grass, dirt, wood-chip or other pervious surface material pathway not to exceed eight (8) feet in width for pedestrian use and may be consistent with the requirements of the Americans with Disabilities Act (ADA) accessibility guidelines.

2.5. Use and Parking of Vehicles and Emergency Vehicles. To use motorized vehicles, including ATVs, for access to Reserved Structures, over Reserved roads and/ or Reserved vehicle trails. Off-road use of vehicles shall be limited to uses necessary (1) for fire suppression; (2) for emergency or severe weather access when ordinary vehicle access is not available; and (3) for normal maintenance. The take-off and landing of aircraft on the Property is only permitted for emergencies requiring such activity.

Vehicles may be parked on a permanent, long-term or short-term basis within the Seascape Development Envelope and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement.

Vehicles, including aircraft, may park, land and take-off from anywhere on the Property as necessary for emergencies involving the health of persons.

2.6. Removal of Vegetation and Introduction of Nuisance Plant Species. There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation except as follows: the Grantor Reserves the rights (i) to remove dead trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements; (ii) to clear vegetation as necessary: (a) to maintain Existing open areas as consistent with the Stewardship Plan; (b) for work on Reserved Structures, Reserved Improvements, and Reserved fencing on the Property; (c) for the installation of Reserved Utilities; (d) for the construction and maintenance of Reserved roads, Reserved vehicle trails and Reserved pathways; (e) for fire prevention; (f) to stop the spread of insect infestation or disease; and (g) for removal of Nuisance Plant Species (defined below), as provided in the last paragraph of this Paragraph 2.6.

The Grantor shall not, nor allow others to, plant or grow plants: (i) listed by the Florida Invasive Species Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); (ii) listed in Federal Noxious Weed List (7 Code of Federal Regulations, “C.F.R.”, 360, as may be amended); (iii) listed in the Prohibited Aquatic Weed List (5B-64, Florida Administrative Code, “F.A.C.”); (iv) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.); (v) listed in a successor list to any of the above lists; and (vi) a similar list

contained in the Stewardship Plan. Species included in lists identified in provisos (i) through (vi) above shall collectively be considered “Nuisance Plant Species”.

The Grantor shall manage and control any occurrence and spread of Nuisance Plant Species as outlined in the Stewardship Plan.

2.7. Recreational and Educational Use and Events. To use the Property for educational purposes, and for recreational activities that do not impair the Conservation Values and are not expressly prohibited by other provisions of this Easement; and for community events such as picnics, parties, weddings, or other social gatherings, provided that such activities do not impair the Conservation Values and are not expressly prohibited by other provisions of this Easement.

2.8. Grading and Filling. To grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantee, or to such other condition as the Grantee may approve in writing, upon the completion or non-seasonally related interruption of such work exceeding sixty (60) Days.

No land disturbing activity on the Property shall be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of New canals, construction of New dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction of surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property.

2.9. Habitat Enhancement. To engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Stewardship Plan.

2.10. Wetlands Restoration and Carbon Sequestration. The Grantor Reserves the right to undertake activities on the Property to restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream enhancement, nutrient offsets (including re-forestation), biological carbon sequestration and biodiversity mitigation.

2.11. Brush Piles. To create brush piles, provided that all materials contained in such piles are generated on the Property. Such brush piles may be burned, but only with prior written approval from the Grantee. Such piles may be used for Reserved activities on the Property.

2.12. Signs. To locate signs on the Property for the sole purposes of: (1) identifying the Property; (2) giving directions to visitors; (3) providing warnings pertaining to trespassing, hunting, dangerous conditions; and/ or (4) notifying the public that the Property is subject to this Easement. No sign shall exceed nine (9) feet square feet per face, and no sign shall be internally lighted.

2.13. Use of Chemicals. To use of chemicals on the Property as necessary for the activities Reserved in Paragraph 2.6, and as specified in the Stewardship Plan. All chemicals shall be applied by an applicator certified and licensed by the Florida Department of Agriculture and Consumer Services, or as otherwise approved in writing by the Grantee. The Grantee must be notified of each use of chemicals on the Property pursuant to the notice provisions of Paragraph 7.

**3. Prohibited Uses.** In general, the Grantor hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes, and are prohibited:

3.1. Structures and Improvements. The construction or placement of any Structures or Improvements on the Property, except as expressly Reserved in Paragraph 2.

3.2. Removal of Vegetation. The removal, destruction, or cutting of native vegetation on the Property, except as expressly Reserved in Paragraph 2.

3.3. Alteration of Habitat. The alteration of habitat. habitat except as expressly Reserved in Paragraph 2.

3.4. Grading and Filling. Grading, filling, and any other alteration of the Existing topography of the Property, except as expressly Reserved in Paragraph 2.

3.5. Introduction of Non-native Species. The introduction of non-native plant or animal species on the Property except as expressly Reserved in Paragraph 2.

3.6. Use of Chemicals. The use of chemicals on the Property, except as expressly Reserved in Paragraph 2.

3.7. Roads, etc. The construction of any roads, vehicle trails, or pathways on the Property except as expressly Reserved in Paragraph 2.

3.8. Use of Vehicles, etc. The non-emergency use of motorized vehicles or aircraft on the Property except as expressly Reserved in Paragraph 2.

3.9. Land Division. The division or *de facto* division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property. Notwithstanding that the Property consists of multiple parcels, including several non-contiguous portions, no portion of the Property may be conveyed separately from the other portions of the Property.

3.10. Feedlots and Commercial Poultry and Swine Operations. The location or operation of Feedlots and/ or Commercial Poultry and Swine Operations on the Property.

3.11. Mining and Mineral Extraction. Mining by strip or surface mining (including the extraction or removal of gravel, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances), or any other method, and drilling and exploring for oil and/or gas, the recovery of coal-bed methane, on the Property.

3.12. Industrial Use. The construction, location, or operation of any industrial Buildings, industrial Structures, industrial Improvements or industrial uses on the Property.

3.13. Outdoor Storage and Dumping. Except as expressly Reserved in Paragraph 2, the outdoor storage of materials, including the keeping of inoperable vehicles or equipment on the Property, and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee pursuant to this, or any other provision of this Easement, with respect to the Property, be construed as having liability as an "owner or operator" or other "responsible party" within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar federal, state, or local laws.

3.14. Commercial Wells. There shall be no commercial water wells on the Property.

3.15. Improvements. The construction or placement of any Improvements on the Property, except as expressly Reserved in Paragraph 2.

3.16. Kennels. The construction, placement or use of any Kennels on the Property.

3.17. Endangered Species. Actions or activities that may reasonably expected to adversely affect a threatened or endangered species or species of special concern, as such species may be listed by any governmental agency.

3.18. Agriculture. There shall be no agricultural use of the Property.

**4. Rights of the Grantee.** The affirmative rights conveyed to the Grantee by this Easement include the following:

4.1 *Preservation of Conservation Values in Perpetuity.* The rights to preserve and protect in perpetuity, the Conservation Values, and to advance the Conservation Purposes, subject to the terms of this Easement.

4.2 *Entry for Monitoring and Enforcement.* The rights to enter the Property to monitor the use of the Property and to enforce compliance with the terms of this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantee shall give no less than seven (7) Days prior written notice to at least one (1) of the then owners of the Property, or to such owners' designated agent, subject to the provisions of Paragraph 4.3.

4.3 *Access to the Property Without Notice.* The right to enter the Property without notice if (i) the Grantee determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) if the then owner of the Property has not provided the Grantee with an address to which such notice can be provided.

However, in the event of entry without notice, the Grantee shall limit its actions to those necessary to mitigate or prevent, said violation or imminent violation. In addition, in the event of entry without notice pursuant to proviso (i) of this Paragraph 4.3, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

4.4 *Enjoining Violations, Restoration, Damages, and Costs.* The rights to enjoin any activity on, or use of, the Property that violates, or would violate, the terms of this Easement, and to require the restoration of such areas or features of the Property that have been damaged by any such activity or use, and to seek and recover damages and costs; all pursuant to Paragraph 10 below. In addition, in the event of entry without notice pursuant to proviso (i) of this Paragraph 4.3, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

4.5 *Enjoining Violations, Restoration, Damages, and Costs.* The rights to enjoin any activity on, or use of, the Property that violates, or would violate, the terms of this Easement, and to require the restoration of such areas or features of the Property that have been damaged

by any such activity or use, and to seek and recover damages and costs; all pursuant to Paragraph 8 below.

**5. Baseline Documentation.** Baseline Documentation (“Baseline”), attached as Exhibit B, describes the Existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

**6. Conservation Easement Stewardship Plan.** A Stewardship Plan that describes stewardship goals, objectives, strategies and management responsibilities, for the Property shall be developed and mutually agreed upon by the Parties prior to execution and delivery of this Easement. The Stewardship Plan shall be consistent with and assist in implementation of the Conservation Purposes and other provisions of this Easement. The initial Stewardship Plan shall be prepared by the Grantor and approved in writing by the Grantee within twelve (12) months of closing on this Easement. The Grantor and the Grantee shall meet on or before the anniversary of the Effective Date each year to review the previous twelve (12) months of activity covered in the Stewardship Plan, as well as activities scheduled for the upcoming twelve (12) months. The Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Stewardship Plan shall be updated and amended, if necessary, by the Grantor, every ten (10) years provided; however, that all amendments shall be submitted to and approved in writing by the Grantee prior to implementation. The Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Stewardship Plan and submit revisions, if any, to the Grantor. The Grantor shall incorporate those revisions, or otherwise correct the Stewardship Plan, to the extent necessary to ensure that it is consistent with and facilitates implementation of the Conservation Purposes and other provisions of this Easement. Should the Grantee not respond to the submitted Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any provision in the amended Stewardship Plan that is inconsistent with the Conservation Purposes or other provisions of this Easement. Should the Parties fail to agree on a revised Stewardship Plan, the then existing Stewardship Plan shall continue in effect.

## **7. Notice and Approval Requirements.**

7.1. Form of Notice. Any notices, demands or other communications required or permitted to be given by the terms of this Easement shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt); (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; (v) by telephone facsimile; or (vi) by electronic mail with a verification of sending.

Such notices shall be deemed to have been “given” (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by an official return receipt if sent by certified mail; (iii) within three (3) business days of deposit with a courier in the case of U.S. Express Mail, or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; (v) when sent, with a confirmation of delivery if sent by telephone facsimile; or (vi) when received, if sent by electronic mail with a verification of sending. Such notices shall be sent to the addresses of the Parties set forth above, or to such other address as a Party may, pursuant to the notice provisions of this Paragraph 7.1, direct, or to the facsimile telephone number or electronic mail address of the Party to whom it is directed.

Notice of change of address shall be effective only when done in accordance with this Paragraph 7.1.

7.2. Written Notice to the Grantee Required. The Grantor hereby relinquishes any right to use the Property in ways that may be inconsistent with the Conservation Purposes, or with respect to which prior permission from the Grantee is expressly required by the terms of this Easement, without first providing written notice to the Grantee, and obtaining written approval therefor from the Grantee.

7.3. Response by the Grantee. The Grantee shall respond in writing to any request for approval by the Grantor made in compliance with this Paragraph 7 within thirty (30) days of receipt of such request. Unless expressly permitted in writing by the Grantee, the Grantor shall not commence the activity described in the notice. If the Grantee fails to respond to such a request within such period, the Grantor may either deem the request denied, or may re-submit the request to the Grantee. Failure by the Grantee to provide a written response (but not necessarily approval) to such re-submitted request in a manner that is consistent with the other provisions of this Paragraph 7 shall be actionable by the Grantor, in the Grantor’s sole discretion.

All activities requiring prior written approval from the Grantee shall be conducted consistently with such approval when granted.



In the event that the Grantee objects to the proposed activity it shall inform the Grantor in writing of the manner, if any, in which the proposed activity can be modified to satisfy such objections. Thereafter, the Grantor may submit a revised proposal satisfying the objections, and the Grantee shall review and respond to such revision in the same manner as to the original notice.

Any discretionary decision by the Grantee pertaining to any use of the Property, including the Grantor's requests for approval of a proposed activity, shall be based upon the Grantee's evaluation of the consistency of the proposed activity or use with the Conservation Purposes, or other terms of this Easement, and/or upon any specific standards provided for herein. The Grantee shall have absolute discretion in objecting to, or approving, any request by the Grantor.

In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

7.4. Content of Notices. All notices required by this Easement shall be in writing, and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow, in the case of notice to the Grantee, the Grantee to determine whether the proposal is consistent with the Conservation Purposes. In the case of notice to the Grantor, the notice shall inform the Grantor of the purpose of the notice, and the provision(s) of this Easement with respect to which the notice has been sent.

## **8. Enforcement of this Easement.**

8.1. Right to Injunction, etc. The Parties agree that money damages, or other non-injunctive relief, may not adequately remedy a violation of the terms of this Easement. Therefore, the Parties hereby agree that any violation shall be subject to shall be remedied through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means. The Parties also agree that no proof of damages, or the inadequacy of other remedies, shall be required in seeking any such injunctive relief. No bond shall be required to support seeking or granting an injunction.

8.2. Right to Restoration. In addition, the Grantee shall have the right to enforce the restoration of any, and all, of the Property damaged by activities inconsistent with the Conservation Purposes. Such restoration shall be to the condition that existed on the Effective Date, except for such changes in the Property that have occurred subsequent to the Effective Date which are consistent with the terms of this Easement.

The Parties hereby acknowledge that restoration may require the relocation or removal of Structures or Improvements, regardless of the value of such Structures or Improvements, or the cost of such removal and restoration.

8.3. Right to Recover Damages. In the event of a violation of the terms of this Easement, in addition to the other remedies provided for in this Paragraph 8.3, and any other remedies available in law or equity, the Grantee shall also be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. The Parties agree that in determining such damages the following factors, among others, may be considered (i) the costs of restoration of the Property as provided in Paragraph 8.2 above, and (ii) the full market cost of purchasing a conservation easement containing terms comparable to the terms of this Easement on land in the vicinity of the Property, of a size, and with conservation values, roughly comparable to those of the Property.

8.4. Costs and Attorney's Fees. In addition to any other damages to which it may be entitled, the Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Easement, including reasonable attorney's fees, expenses and court costs, provided that it is, at least in substantial part, the prevailing party in any such action.

8.5. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this Paragraph 8.5. The Grantor shall cooperate with the Grantee in such proceeding.

8.6. Right to Require Assignment of Trespass Claims. If requested by the Grantee, the Grantor shall assign to the Grantee any cause of action for trespass resulting in damage to the Conservation Values that may be available to the Grantor. The Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by the Grantee and (ii) division according to the proportionate values determined pursuant to Paragraph 13, between the Grantee and such Grantor of any recovery, over and above the Grantee's attorney's fees and expenses incurred, and costs of restoration of the Property, resulting from such action.

8.7. No Waiver. Failure by the Grantee, for any reason, to exercise the rights granted to it by this Easement, in the event of any violation of its terms, shall not be deemed to be a waiver of the Grantee's rights hereunder as to that, or any subsequent, violation. The Grantor hereby expressly waives any defense of laches, estoppel, or prescription.

8.8. Acts Not Within Grantor's Control. Nothing contained in this Easement shall

be construed to entitle the Grantee to bring any action against the Grantor for any injury to, or change in, the Property, resulting from causes beyond the Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and tree disease, or from any prudent action necessarily taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any of such causes; provided that the Grantor has (i) taken reasonable measures to protect the Conservation Values in undertaking such actions, and (ii) has taken reasonable measures to prevent damage to the Conservation Values by trespassers and third parties.

**9. Payment of Costs, Taxes or Assessments.**

9.1. Payment of Costs of Operation, etc. The Grantor shall bear all costs of operation, upkeep and maintenance of the Property.

9.2. Payment of Taxes. The Grantor shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

9.3. Indemnification. The Grantor shall indemnify the Grantee and the Grantee's Indemnified Parties from any liability or expenses incurred by the Grantee in connection with the payment of the costs and/or taxes that are the subject of this section 9.

**10. The Grantor's Continuing Rights.** The Parties acknowledge and agree that the Grantee has neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except to enforce the restrictions on use of the Property provided for in this Easement), nor to maintain, or keep up the Property, and the Parties agree that the Grantor retains all such rights and control exclusively, but subject to the provisions of this Easement.

**11. Limitation on Liability.** A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party. Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the

event of a lease of all or any portion of the Property.

**12. Assignment by the Grantee.** The Grantee may assign this Easement to another qualified organization, within the meaning of §170(h)(3) of the Code and the applicable Regulations, but only if the Grantee conditions such assignment on the requirement that all restrictions and Conservation Purposes set forth in this Easement shall be continued in perpetuity. Such assignment shall be recorded in the Office of the Clerk of the Circuit Court of Escambia County, Florida.

The Grantee shall give thirty (30) Days written notice to the then owner of the Property prior to assigning this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding an assignee of this Easement, provided that they are made known to the Grantee within such thirty-Day period, and provided that any suggested assignee meets the other criteria of this Paragraph 12.

**13. The Grantee's Property Right.** The Grantor agrees that the contribution of this Easement gives rise to a property right, vested in the Grantee immediately upon the Effective Date, with a fair market value that is at least equal to the proportionate value that this Easement, on the Effective Date, bears to the value of the Property as a whole at that time. This proportionate value shall remain constant.

**14. Extinguishment.** If an unexpected change in the conditions surrounding the Property subsequent to the Effective Date can make impossible or impractical the continued use of the Property for conservation purposes, the restrictions imposed by this Easement can only be extinguished through a judicial proceeding. In such case, on a subsequent sale, exchange, or involuntary conversion of the Property, the Grantee shall be entitled to a portion of the proceeds at least equal to its proportionate value of the Easement as determined in Paragraph 13. The Grantee shall use any such proceeds in a manner that is consistent with the Conservation Purposes.

The Parties acknowledge that the Property may be significantly more valuable unencumbered by this Easement; that such value may increase over time; that uses Reserved in this Easement may be or become uneconomic; and that surrounding property may change in use and character. Nevertheless, the Parties hereby agree that such changes do not provide grounds for seeking extinguishment of this Easement or any of the provisions of this Easement.

**15. Notice to the Grantee of Property Transfer.** The Grantor shall provide the Grantee with thirty (30) Days written notice prior to conveying the Property, any portion thereof, or interest therein. The notice shall include the name and address of the transferee.

Failure to provide this notice shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of the conveyance.

**16. Access and Control of Trespass.** Nothing contained in this Easement shall be construed to give the public any right of access to, or use of, the Property, and the Grantor Reserves the right to post the Property against trespassing, hunting, or fishing and to prosecute trespassers, subject to the provisions of Paragraph 8.6 above.

**17. Miscellaneous Provisions.**

17.1 Severability. If any provisions of this Easement, or the application thereof, to any person, or circumstance, are found to be invalid, the remainder of this Easement, and the application of such provisions to such persons, or circumstances, shall not be affected.

17.2 Recordation. This Easement shall be recorded in the Office of the Clerk of the Circuit Court of Escambia County, Florida, and may be re-recorded at any time by either Party.

17.3 Reference to Easement Required. Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest in (including a leasehold interest) the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

17.4 Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to advance the Conservation Purposes. If any provision of this Easement is found to be ambiguous, an interpretation that best advances the Conservation Purposes shall be favored over any other interpretation.

In the event that any provision of this Easement regarding a use of, or activity on, the Property, is asserted to be ambiguous by either Party, such provision shall be construed as prohibiting such use or activity, unless such use or activity is essential to the protection of one or more Conservation Values.

The Grantor and the Grantee intend that the contribution of this Easement qualify as a “qualified conservation contribution,” as that term is defined in §170(h)(1) of the Code and §1.170A-14(a) of the Regulations, and the restrictions and other provisions of this Easement shall be construed and applied in a manner that is consistent with the requirements of those provisions of the Code and Regulations.

Neither Party shall be deemed the draftsman of this Easement, both having had the advice of legal counsel in the preparation hereof.

17.5 Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Escambia County, Florida, and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

17.6. Extinguishment of Development Rights. All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph 17.6, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

17.7 Relation to Governmental Land Use Regulations. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law, ordinance, or regulation.

Notwithstanding any other provision of this Easement, the land use regulations of Escambia County, Florida, including its zoning ordinance and subdivision ordinance, shall apply to the Property and shall take precedence over this Easement to the extent that such regulations are more restrictive than the terms of this Easement. The fact that the Grantor has Reserved certain uses by the provisions of this Easement, shall not be deemed to allow or authorize any use that is inconsistent with such land use regulations.

17.8 Merger. The Grantor and the Grantee agree that in the event that the Grantee acquires a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

17.9. Amendment. The Grantee and the Grantor may amend this Easement to

enhance the Conservation Values, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) permit development, improvements, or uses prohibited by this Easement on the Effective Date, (iii) conflict with or be contrary to or inconsistent with the Conservation Purposes, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (vi) affect the status of any Grantee as a "qualified organization" or "eligible donee", or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Office of the Circuit Court of Escambia County, Florida.

17.10. Counterparts. This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, shall be deemed to be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the Parties shall not affect the validity of this Easement.

17.11. Cost Recovery. The Parties hereby agree that the Grantee may recover from the Grantor its costs incurred in responding to requests initiated by the Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or Utility easements over the Property.

WITNESS the following signatures beginning on the following page:

Counter-part Signature Page One of Two

INNERARITY ISLAND PRESERVATION FOUNDATION, Inc.,

Grantor By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_, Its \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_, 2024 by \_\_\_\_\_, who has produced his/  
her driver's license as identification.

Notary Public - State of Florida

Sign: \_\_\_\_\_

My Commission Expires: \_

*Print Name:* \_\_\_\_\_

SEAL\_

**WITNESSES:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**



Counter-part Signature Page Two of Two

Accepted:

CONSERVATION FLORIDA, INC., Grantee

By: \_\_\_\_\_ (SEAL)  
Traci Deen, Chief Executive Officer

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_, 2024 by Traci Deen, who has produced her driver's license as identification.

Notary Public - State of Florida      Sign: \_\_\_\_\_

My Commission Expires: \_      *Print Name:* \_\_\_\_\_

SEAL\_

**WITNESSES:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**

**Exhibit A**  
**Legal Description**

Lots 1-8 Block "E"; Lots 1-12 Block "F"; Lots 1-11 Block "G"; Lots 1-5 Block "H", Lots 1-4 Block "I" THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at page 29 of the Public Records of said County.

AND

That portion of SEASCAPE DRIVE right of way (40.00' R/W) lying North of the South boundary line of THIRD ADDITION TO NORTH SHORE to the intersection of the South line of Blocks "D" and "J" of THIRD ADDITION TO NORTH SHORE, the sidelines of said right of way being extended or shortened to terminate on said intersection of the South line of Blocks "D" and "J" of THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in the Plat Book 10 at page 29 of the Public Records of said County.

AND

All of SEASCAPE CIRCLE right of way (40.00' R/W) lying West of the West right of way line of SEASCAPE DRIVE (40' R/W) THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at page 29 of the Public Records of said County.

AND

All of SEASCAPE COURT right of way (40.00' R/W) lying East of the East right of way line of SEASCAPE DRIVE (40.00' R/W) THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 29 of the Public Records of said County.

AND

All of SEASCAPE LANE right of way (40.00' R/W) lying West and East of the West and East right of way line of SEASCAPE DRIVE (40.00' R/W) THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 29 of the Public Records of said County.

Any and all Easements for Utilities, Access and Drainage over, under and across Blocks "E" thru "I", THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 29 of the Public Records of said County.

AND

That portion of a 30' wide Greenway lying adjacent to and contiguous with Blocks "E" thru "H", and that Greenway lying Southerly of Lots 1 through 4, Block "D", terminating at a point on the West line of Lot 4, Block "C", said point being the point of intersection of the Easterly projection of the South line of Lot 4, Block "D" and the West line of said Lot 4, Block "C", and that Greenway lying North of Lots 1 through 4 Block "I", THIRD ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 29 of the Public Records of said County.

AND

Lots 1-10 Block "B"; Lots 1-3 Block "C"; Lots 1-5 Block "D"; Lots 1-5 Block "E", Lots 1-5 Block "F"; Lots 1-4 Block "G"; Lots 1-4 Block "H", Lot 4 Block "I" FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

That portion of SEASCAPE DRIVE right of way (40.00' R/W) lying South of the North boundary line of FOURTH ADDITION TO NORTH SHORE and lying North of an Easterly projection of the South line of lot 4 Block "I", the sidelines of said right of way being extended or shortened to terminate on said lines of said FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

All of SEASCAPE STREET right of way (40.00' R/W) lying East of the East right of way line of SEASCAPE DRIVE (40.00' R/W) FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

All of SEASCAPE COVE right of way (40.00' R/W) lying North of the North right of way line of SEASCAPE STREET (40.00' R/W) FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

All of SEASCAPE WAY right of way (40.00' R/W) lying West of the West right of way line of SEASCAPE COVE (40.00' R/W) FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

Any and all Easements for Utilities, Access and Drainage over, under and across Blocks "B" thru "H", and Lot 4 Block "I", FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

Those portions of a 30' wide Greenway lying adjacent to and contiguous with Blocks "B" thru "H", and that portion of a 30.00 Foot wide Greenway lying North of Lots 4, 5, and 6, Block "I", FOURTH ADDITION TO NORTH SHORE, a subdivision of a portion of the West ½ of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, being a portion of the JUAN INNERARITY GRANT, according to the Plat recorded in Plat Book 10 at Page 76 of the Public Records of said County.

AND

All of that portion of a +/- 37.00 Foot wide Drainage Way lying West of the East line of INNERARITY SHORES, according to the Plat recorded in Plat Book 13, Page 79, of the Public Records of Escambia County, Florida, and being contiguous with the East lot lines of Lots 4, and 5, Block "B", the East +/- 37.00 Feet of the 30.00 Foot Drainage and Sanitary Sewer Easement, lying between Blocks "B" and "C" of said INNERARITY SHORES, and contiguous with the East lot lines of, Lots 2, and 3, Block "C", of said INNERARITY SHORES, and lying North of a line connecting the Southeast corner of Lot 3, Block "C", of said INNERARITY SHORES, and the Northwest corner of Lot 7 Block "I" of the FOURTH ADDITION TO NORTH SHORE, according to the Plat recorded in Plat Book 10, Page 76, of the Public Records of Escambia County, Florida.

AND

All of that portion of a Greenway being +/- 40.00 Feet in width, lying East of, and contiguous with the West line of FIRST ADDITION TO NORTH SHORE, according to the Plat recorded in Plat Book 9, Page 89, of the Public Records of Escambia County, Florida, and lying North of the Westerly projection of the North line of Lot 8 Block "A", of said FIRST ADDITION TO NORTH SHORE, and terminating at a point on the North line of said FIRST ADDITION TO NORTH SHORE, said point being the intersection of the North Subdivision line, and the Northerly projection of the West line of Lot 1, Block "G" of said FIRST ADDITION TO NORTH SHORE.

AND

A portion of Section 15, Township 3 South, Range 32 West, Tallahassee Meridian, located in Escambia County, State of Florida, and being more particularly described as follows:

Begin at the Northeast corner of Lot 19, Block H, Innerarity Shores, as recorded in Plat Book 13, Pages 79 and 79A in the public records of said Escambia County; thence S87° 10' 00"W coincident with the North line of said Block H for a distance of 685.00 feet to the Northwest corner of Lot 26, said Block H; thence S11° 20' 09"W coincident with the West line of said Lot 26 for a distance of 148.50 feet to the Southwest corner of said Lot 26; thence Easterly 12.98 feet (arc distance) coincident with a non-tangential curve concave to the Northeast and coincident with the South line of said Lot 26, said non tangential curve has a radius of 2109.19 feet; a central angle of 00° 21' 09", and a chord that bears S82°02'23"E for a chord distance of 12.98 feet to a point on the West Right of Way of a Cul-de-sac lying and being at the terminus of Red Cedar Street (40' Private Right of Way); thence Southerly and Southeasterly 41.15 feet (arc distance) coincident with a portion of said Cul-de-sac that's concave to the East, has a radius of 50.00 feet; a central angle of 47°09'33", and a chord that bears S07°09'42"W for a chord distance of 40.00 feet to a point on the North line of Lot 18, Block E, said Innerarity Shores; thence Westerly 61.52 feet (arc distance) coincident with a curve that's concave to the Northeast and coincident with said North line of said Lot 18, said curve has a radius of 2149 .19 feet; a central angle of 01 °38' 25", and a chord that bears N81 °24' 27"W for a chord distance of 61.52 feet to the Northwest corner of said Lot 18; thence S16° 50' 00"W coincident with the West line of said Lot 18 for a distance of 141 feet, more or less, to the Mean High Water Line as shown on said Innerarity Shores; thence Northwesterly, Northerly, and Northeasterly coincident with said Mean High Water Line to a point on the West line of a Private Beach as shown on said Innerarity Shores, said point being N31°10' 00"E a distance of 19.07 feet from the Northwest corner of Lot 1, Block F, said Innerarity Shores; thence S31° 10' 00"W coincident with said West line of the Private Beach for a distance of 19.07 feet to said Northwest corner of said Lot 1; thence continue S31° 10' 00"W coincident with the West line of said Lot 1 for a distance of 9 .68 feet; thence S23° 02' 17"W coincident with the West line of said Block F for a distance of 400.20 feet to the Southwest corner of Lot 4, said Lot Block F; thence S16° 27' 00"W coincident with the West lines of Block G and Block H, said Innerarity Shores for a distance 1580.99 feet to a

point on the West line of Lot 14, said Block H; thence S27° 45' 00"W coincident with said West line of Block H for a distance of 250.00 feet to the Point of Beginning.

AND

A portion of Section 15, Township 3 South, Range 32 West, Tallahassee Meridian, located in Escambia County, State of Florida, and being more particularly described as follows:

Bounded on the West by a parcel of land described and recorded in O.R. Book 4576, Pages 196 and 197 in the public records of said Escambia County; on the North by the South Right of Way line of Innerarity Circle (40' Private Right of Way) as shown on The Cove, as recorded in Plat Book 9, Page 97 in said public records of Escambia County; on the East by the West line of Lot 1, Block F, said Plat Book 9, Page 97; and on the Southeast by the Northwesterly line of Russell Bayou at Innerarity Island, Phase Two, as recorded in Plat Book 17, Pages 22 and 22A in said public records of Escambia County.

AND

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF INNERARITY GRANTS A RE-SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 13 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND THE CENTERLINE OF INNERARITY ROAD (60' R/W) THENCE RUN SOUTH 03°17'45" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 28.61 FEET TO A POINT ON THE MEAN HIGH-WATER LINE OF KEES BAYOU FOR THE FOLLOWING 29 CALLS; THENCE RUN SOUTH 86°14'37" WEST FOR A DISTANCE OF 63.93 FEET; THENCE RUN SOUTH 80°40'21" WEST FOR A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD (60' R/W); THENCE DEPARTING SAID SOUTHERLY R/W RUN SOUTH 80°40'21" WEST FOR A DISTANCE OF 17.98 FEET; THENCE RUN SOUTH 83°52'10" WEST FOR A DISTANCE OF 70.99 FEET; THENCE RUN SOUTH 83°52'10" WEST FOR A DISTANCE OF 41.96 FEET; THENCE RUN NORTH 80°43'27" WEST FOR A DISTANCE OF 34.65 FEET; THENCE RUN SOUTH 72°53'21" WEST FOR A DISTANCE OF 34.76 FEET; THENCE RUN SOUTH 16°03'26" WEST FOR A DISTANCE OF 39.06 FEET; THENCE RUN SOUTH 17°12'33" EAST FOR A DISTANCE OF 55.51 FEET; THENCE RUN SOUTH 32°21'23" WEST FOR A DISTANCE OF 23.15 FEET; THENCE RUN SOUTH 57°06'39" WEST FOR A DISTANCE OF 24.97 FEET; THENCE RUN SOUTH 40°07'02" WEST FOR A DISTANCE OF 31.62 FEET; THENCE RUN NORTH 75°55'21" WEST FOR A DISTANCE OF 46.22 FEET; THENCE RUN SOUTH 80°44'40" WEST FOR A DISTANCE OF 46.52 FEET; THENCE RUN NORTH 28°31'01" WEST FOR A DISTANCE OF 98.16 FEET; THENCE RUN NORTH 35°23'00" WEST FOR A DISTANCE OF 32.15 FEET; THENCE RUN NORTH 63°10'38" WEST FOR A DISTANCE OF 29.87 FEET; THENCE RUN SOUTH 56°14'50" WEST FOR A DISTANCE OF 33.49 FEET; THENCE RUN SOUTH 73°24'48" WEST FOR A DISTANCE OF 45.63 FEET; THENCE RUN SOUTH 20°02'54" WEST FOR A DISTANCE OF 51.99 FEET; THENCE RUN SOUTH 02°11'42" EAST FOR A DISTANCE OF 52.18 FEET; THENCE