

*This instrument prepared by  
and after recording return to:*

Indian River County

1801 27<sup>th</sup> Street

Vero Beach, FL 32960

Attn: Susan Prado

## CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT, made and executed this 16<sup>th</sup> day of November, 2021, by RM-TRION SHOPPES AT VERO BEACH, LLC, a Florida limited liability company, whose mailing address is 3325 S. University Drive, Suite 210, Davie, Florida 33328 (hereinafter called "Grantor") to INDIAN RIVER COUNTY, a political subdivision of the State of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960 (hereinafter called "Grantee").

### WITNESSETH;

WHEREAS, Grantor is the fee simple owner of certain real property situated in Indian River County, Florida, which is currently undergoing development; and

WHEREAS, Grantor finds that it is appropriate to retain certain land or water areas on Grantor's property in their natural, scenic, open, or wooded condition; retaining such areas as suitable for habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance; and

WHEREAS, it may be appropriate pursuant to Indian River County Comprehensive Plan Conservation Element, Chapter 8, to preserve certain native plant communities in viable condition with intact canopy, understory, and ground cover,

NOW, THEREFORE, Grantor, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, by these presents does grant a conservation easement upon and across that real property described in Exhibit "A", attached hereto and made a part hereof (the "Conservation Easement") to Grantee which Conservation Easement shall run with the land and be binding upon the owner, its heirs, successors and assigns, and remain in full force and effect, enforceable by the Grantee either by injunction or proceeding in equity or at law, said Conservation Easement specifically prohibiting any of the following activities:

(a) constructing or placing of buildings, roads, signs (except for approved preserve area boundary signs), billboards or other advertising, utilities, or other structures on or above the ground.

(b) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) removal or destruction of trees, shrubs, or other vegetation except for exotic or nuisance species as approved in advance by the Grantee.

(d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

(e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) acts or uses detrimental to the retention of land or water areas.

(h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, archeological, architectural, or cultural significance.

Notwithstanding any provision to the contrary herein contained, Grantor reserves the right for certain passive recreational uses not detrimental to the health of the ecological system.

Notwithstanding any provision to the contrary herein contained, the Conservation Easement shall not transfer to Grantee any of the normal duties and obligations of the Grantor to maintain the fee simple property in a safe condition. With prior permission of Grantee, Grantor may remove dead trees or palms that pose a falling risk to surrounding properties; remove excess palm fronds, leaves, pine needles or tree branches to reduce the risk of wildfires.

Notwithstanding any provision to the contrary herein contained, the Conservation Easement shall not preclude the Indian River Mosquito Control District from obtaining access to the property for the purpose of mosquito inspection, treatment, and management.

This easement shall be perpetual and shall run with the land and be binding upon all subsequent owners of the servient estate. This Conservation Easement shall be assignable to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire such easements. This Conservation Easement shall be the perpetual maintenance obligation of the Grantor, and all subsequent owners of the servient estate. This Conservation Easement may be enforced by the Grantee by injunction or proceeding in equity or at law. This Conservation Easement may be released by the Grantee to the owners of the servient

estate. This Conservation Easement shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

Grantor hereby covenants that it is lawfully seized of said servient land in fee simple, and that it has good right and lawful authority to convey the easements hereby established and will defend the same against the lawful claims of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 16 day of November, 2021.

GRANTOR:

RM-TRION SHOPPES AT VERO BEACH, LLC,  
a Florida limited liability company

By: RM-Trion Shoppes at Vero Beach, LLLP,  
a Florida limited liability limited partnership,  
Its Manager

By: RM-Trion Shoppes at Vero Beach GP, LLC,  
a Florida limited liability company,  
General Partner

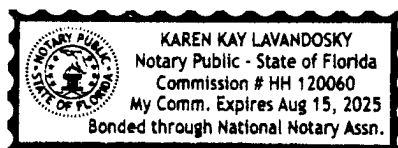
By: Ross Matz Investments Shoppes at Vero Beach, LLC,  
a Florida limited liability company,  
Manager

By: [Signature]  
Name: William D. Matz, Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of November, 2021 by William D. Matz, as Manager of the Manager of the General Partner of the Manager of RM-Trion Shoppes at Vero Beach, LLC, a Florida limited liability company.



Karen Kay Lavandosky  
Notary Public

Karen Kay Lavandosky  
Printed Name

Exhibit A



## SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION: CONSERVATION EASEMENT**

A PORTION OF TRACT 5, SECTION 2, TOWNSHIP 33 SOUTH, RANGE 38 EAST, "INDIAN RIVER FARMS COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 5; THENCE NORTH 00°17'32" EAST, ALONG THE WEST LINE OF SAID TRACT 5 FOR 147.20 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 60 (20TH STREET) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 88060-2525, SHEET 7 OF 32; THENCE SOUTH 89°49'13" EAST, ALONG SAID WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE 30.00 FEET; THENCE NORTH 00°17'32" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 90TH AVENUE, BEING A LINE 30 FEET EAST OF THE WEST LINE OF SAID TRACT 5, FOR 1,195.52 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 5; THENCE SOUTH 89°46'04" EAST ALONG SAID NORTH LINE 229.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°46'04" EAST ALONG SAID NORTH LINE 151.50 FEET; THENCE SOUTH 00°17'32" WEST 143.76 FEET; THENCE NORTH 89°46'04" WEST 151.50 FEET; THENCE NORTH 00°17'32" EAST 143.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA AND CONTAINING 21,780 SQUARE FEET (0.5000 ACRES), MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST LINE OF TRACT 5 BEING N00°17'32"E.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER INDIAN RIVER COUNTY RECORDS, UNLESS OTHERWISE NOTED.

CLIENT: RACETRAC PETROLEUM, INC.

SCALE: N/A

DRAWN: DCW

ORDER NO.: 69104

DATE: 10/1/21

CONSERVATION EASEMENT

VERO BEACH, INDIAN RIVER COUNTY, FL

FOR: RACETRAC VERO

SHEET 1 OF 2

John F

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS62091  
 KETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6100  
 VICTOR J. GIBBER, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
 DONALD E. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4280  
 STATE OF FLORIDA

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2.

Digitally signed  
by John F PuliceDate: 2021.10.04  
17:03:29 -0400



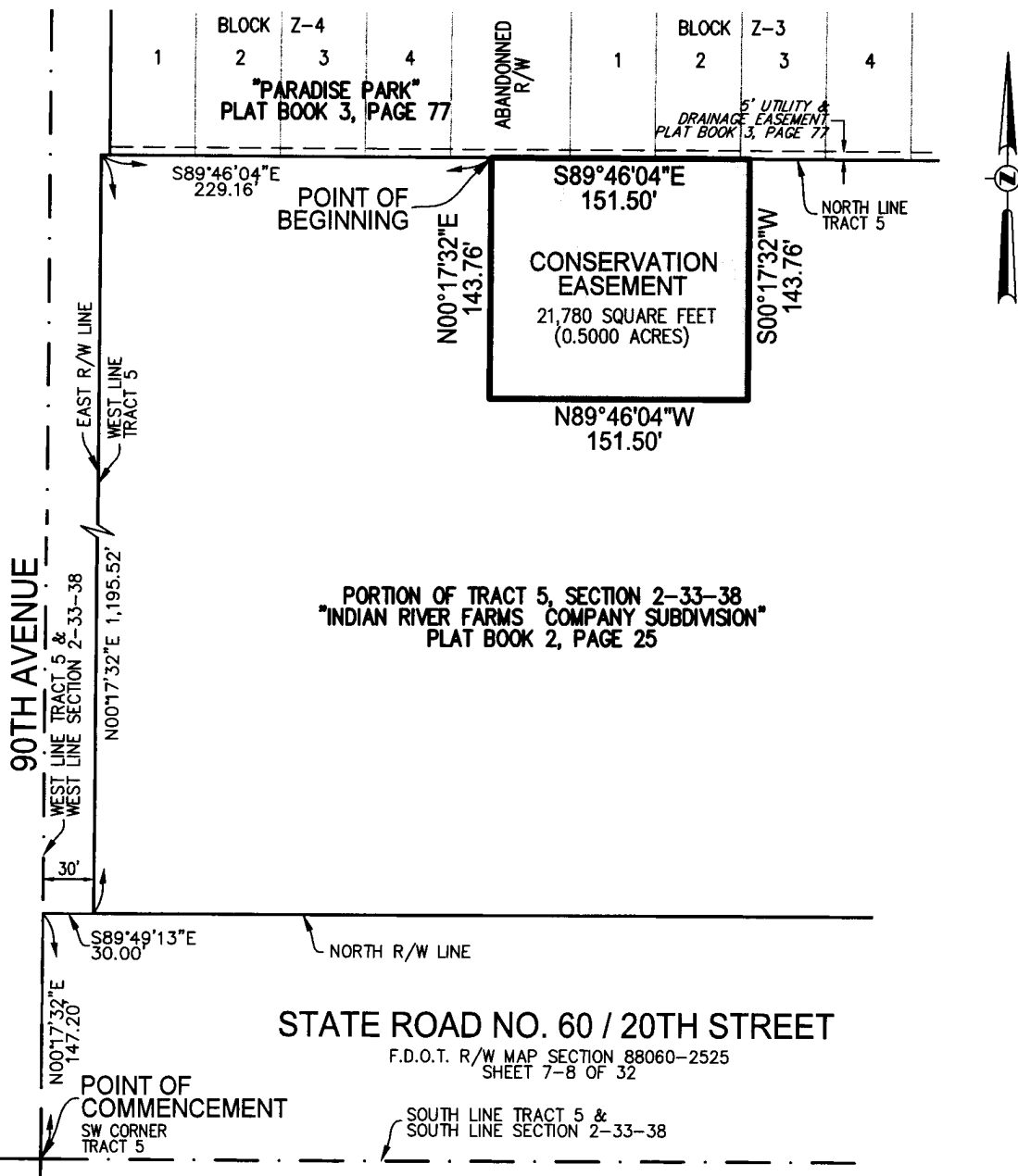
## SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: RACETRAC PETROLEUM, INC.

SCALE: 1"=100'

DRAWN: DCW

ORDER NO.: 69104

DATE: 10/1/21

CONSERVATION EASEMENT

VERO BEACH, INDIAN RIVER COUNTY, FL

FOR: RACETRAC VERO

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 AND 2

## LEGEND &amp; ABBREVIATIONS:

F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION  
R/W RIGHT-OF-WAY