

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT, made and executed this 22 day of April, 2022 by Indian River MotorHaus 2.0 LLC, a Florida Limited Liability company, whose mailing address is 1717 Indian River Blvd., Suite 201, Vero Beach, FL 32960, 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" 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 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 above-stated 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 above-stated 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 easement shall be assignable to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire such easements. This easement shall be the perpetual maintenance obligation of the Grantor, and all subsequent owners of the servient estate. This easement may be enforced by the Grantee by injunction or proceeding in equity or at law. This easement may be released by the Grantee to the owners of the servient estate. This 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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 22 day of April, 2022

Signed in the presence of:

GRANTOR.

Sign: Christina Selph
Print Name: Christina Selph

By Joseph Schulke
Print Name: Joseph Schulke
Title: Managing Member

Sign: Buffy Kindell
Print Name: Buffy Kindell

(SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of online or ✓ in person notarization, this 22 day of April, 2022 by Joseph Schulke, the Managing Member of Indian River MotorHaus 2.0, LLC, a Florida corporation, on behalf of and as the act and deed of said corporation. He/she is personally known to me or has produced _____ (passport/driver's license) as identification.



LAUREN F. HAMILTON
Commission # GG 273201
Expires February 7, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

Lauren F. Hamilton
Print Name: Lauren F. Hamilton
Commission No.: GG 273201
Commission Expiration: 2/7/2023

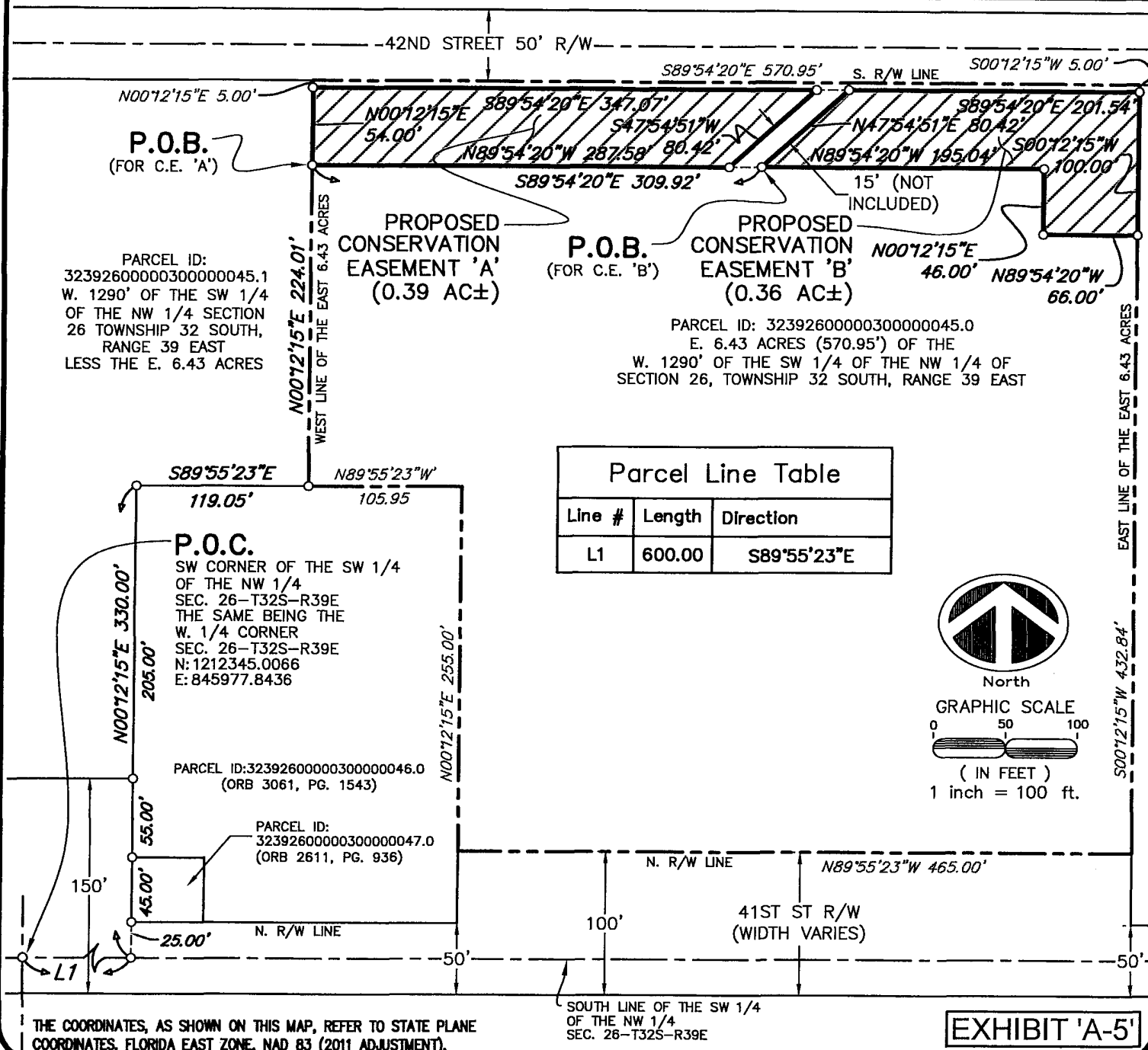
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Susan J. Prado
SUSAN J. PRADO
ASSISTANT COUNTY ATTORNEY

EXHIBIT A

SKETCH OF LEGAL DESCRIPTION

(NOT A SURVEY)



SKETCH OF DESCRIPTION

SKETCH OF LEGAL DESCRIPTION NOT A BOUNDARY SURVEY

PROJ. NO. 21-091 CONSERVATION EASEMENT
DWN. BY: N.J.L. DATE: 03-17-22
CKD. BY: B.M.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.

LEGEND & ABBREVIATIONS: (SYMBOLS NOT SCALEABLE FOR SIZE)

PLS - PROFESSIONAL LAND SURVEYOR
PSM - PROFESSIONAL SURVEYOR & MAPPER
LB - LAND SURVEYING BUSINESS
CL - CENTERLINE
(M) - MEASURED VALUE

(P) - PLAT VALUE
CR - COUNTY ROAD
R/W - RIGHT OF WAY
O.R.B. - OFFICIAL RECORD BOOK
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
(OA) - OVERALL
C.E. - CONSERVATION EASEMENT

PLAT OF SURVEY FOR: IR MOTORHAUS

MERIDIAN LAND SURVEYORS

1717 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: INFO@MLS-LB6905.COM



SKETCH OF LEGAL DESCRIPTION

(NOT A SURVEY)

Report of Survey: (Project # 21-091 CONSERVATION EASEMENT)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION – NOT A FIELD BOUNDARY SURVEY
- * THIS LEGAL DESCRIPTION PREPARED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
BILLY M. MOODY, P.S.M. #5336

Legal Description – Conservation Easement 'A':

AN EASEMENT BEING A PORTION OF THE EAST 570.95 FEET OF THE WEST 1290.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, SAID EASEMENT LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, THE SAME BEING THE WEST 1/4 CORNER OF SAID SECTION 26, RUN S89°55'23"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE, DEPART SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND RUN N00°12'15"E FOR A DISTANCE OF 330.00 FEET TO A POINT; THENCE RUN S89°55'23"E FOR A DISTANCE OF 119.05 FEET TO A POINT; THENCE RUN N00°12'15"E, ALONG THE WEST LINE OF THE EAST 570.95 FEET, FOR A DISTANCE OF 224.01 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, CONTINUE N00°12'15"E, ALONG SAID WEST LINE, FOR A DISTANCE OF 54.00 FEET TO A POINT; THENCE RUN S89°54'20"E FOR A DISTANCE OF 347.07 FEET TO A POINT; THENCE RUN S47°54'51"W FOR A DISTANCE OF 80.42 FEET TO A POINT; THENCE RUN N89°54'20"W FOR A DISTANCE OF 287.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.39 ACRES (17,135.39 SQUARE FEET) MORE OR LESS.

EXHIBIT 'A-5'

SKETCH OF DESCRIPTION
PLAT OF SURVEY FOR: IR MOTORHAUS

SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

SKETCH OF LEGAL DESCRIPTION

(NOT A SURVEY)

Report of Survey: (Project # 21-091 CONSERVATION EASEMENT)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION – NOT A FIELD BOUNDARY SURVEY
- * THIS LEGAL DESCRIPTION PREPARED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
BILLY M. MOODY, P.S.M. #5336

Legal Description – Conservation Easement 'B':

AN EASEMENT BEING A PORTION OF THE EAST 570.95 FEET OF THE WEST 1290.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, SAID EASEMENT LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 32 SOUTH, RANGE 39 EAST, THE SAME BEING THE WEST 1/4 CORNER OF SAID SECTION 26, RUN S89°55'23"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE, DEPART SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND RUN N00°12'15"E FOR A DISTANCE OF 330.00 FEET TO A POINT; THENCE RUN S89°55'23"E FOR A DISTANCE OF 119.05 FEET TO A POINT; THENCE RUN N00°12'15"E, ALONG THE WEST LINE OF THE EAST 570.95 FEET, FOR A DISTANCE OF 224.01 FEET TO A POINT; THENCE, DEPART SAID WEST LINE, AND RUN S89°54'20"E FOR A DISTANCE OF 309.92 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN N47°54'51"E FOR A DISTANCE OF 80.42 FEET TO A POINT; THENCE RUN S89°54'20"E FOR A DISTANCE OF 201.54 FEET TO A POINT ON THE EAST LINE OF THE EAST 570.95 FEET OF THE WEST 1290.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE RUN S00°12'15"W, ALONG SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE, DEPART SAID EAST LINE, RUN N89°54'20"W FOR A DISTANCE OF 66.00 FEET TO A POINT; THENCE RUN N00°12'15"E FOR A DISTANCE OF 46.00 FEET TO A POINT; THENCE RUN N89°54'20"W FOR A DISTANCE OF 195.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.36 ACRES (15,525.66 SQUARE FEET) MORE OR LESS.

EXHIBIT 'A-5'

SKETCH OF DESCRIPTION
PLAT OF SURVEY FOR: IR MOTORHAUS

SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

THIS SURVEY IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF
THE FLORIDA LICENSED SURVEYOR AND MAPPER
NAMED BELOW

BILLY M. MOODY, P.S.M. #5336