DEED OF CONSERVATION EASEMENT
for
Floyd C. Johnson and Flo Singer Johnson Foundation Preserve at Braden River

THIS CONSERVATION EASEMENT is given this ___ day of ______________, 2018, by
MANATEE COUNTY, a political subdivision of the State of Florida, having an address at
Manatee County Administration Center, 1112 Manatee Avenue, Suite 920, Bradenton, Florida
34205 ("Grantor"), to CONSERVATION FOUNDATION OF THE GULF COAST, INC., a
Florida Not-For-Profit corporation, having a mailing address at P.O. Box 902, Osprey, Florida
34229 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of certain real property
(hereinafter referred to as the "Property" or the "Protected Property") comprised of three (3)
parcels identified as Property Tax Account Numbers 583910054, 583910104, and 583900006
located in the County of Manatee, in the State of Florida, more particularly described in Exhibit
“A” attached hereto and incorporated herein by reference; and

WHEREAS, Grantor acquired the Protected Property pursuant to Section 125.01 of the
Florida Statutes to provide educational, recreational and environmental benefits to the public; and

WHEREAS, the Grantee hereby represents that it is a “qualified organization” as defined
in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and the regulations
thereunder (the “Code”); and

WHEREAS, the Grantee hereby represents that it is qualified to acquire and steward conservation easements under Section 704.06 of the Florida Statutes; and

WHEREAS, the Grantee is a tax exempt public charity under Sections 501(c)(3) and 509(a)(1) of the Code, and the Grantee’s primary purpose is to protect the character and biodiversity of the bays, beaches, barrier islands and watershed of southwest Florida; and

WHEREAS, the Protected Property qualifies as “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems,” as that phrase is used in Section 170(h)(4)(a)(ii) of the Code, for the following reasons:

The Protected Property is bordered on its entire southern boundary by the Braden River, a tributary to the Manatee River and contains associated riparian habitat, including areas with oxbows and low-lying floodplain forests that are part of a corridor of natural habitat along the river; and

The project area also contains several natural community types including areas of mesic hammocks, scrubby pine flatwoods, and a bay and red maple forested wetland which results in significant plant diversity not normally seen in similar suburban areas; and

The Protected Property in its presently undeveloped state serves as habitat for resident and migratory birds, and a natural buffer to the Braden River between the River and more intensely developed adjacent residential land; and

The Protected Property contains longleaf pine trees (Pinus palustris), an important southern yellow pine, whose forests are important to wildlife, including 29 listed species such as eastern indigo snake and gopher tortoise, and which has been eliminated from 96 percent of its historic range and is no longer common in this region; and
Development of the Protected Property would significantly impair the habitat it contains and the ability of such habitat to support the native species and ecological communities already present or reintroduced there; and

WHEREAS, the Protected Property qualifies as “open space,” as that phrase is used in Section 170(h)(4)(a)(iii) of the Code, the preservation of which open space (i) is for the scenic enjoyment of the general public, (ii) is pursuant to clearly delineated Federal, State, and local governmental policies, and (iii) will yield a significant public benefit, as follows:

The Protected Property has 1,448 feet of frontage on the Braden River, a public waterway and a tributary to the Manatee River, portions of which are designated by the Florida Department of Environmental Protection as an Outstanding Florida Water, worthy of special protection because of its natural attributes; and the Gulf of Mexico; and

The preservation of the open space character of the Protected Property is consistent with the goals of the Manatee County Comprehensive Plan (the “Comprehensive Plan”), which states that Objective 8.3.1 of the Recreation & Open Space Element is to “protect Conservation and open space lands from incompatible uses to maintain the function and value of open space lands as habitat for wildlife, promote unique communities...”; and

The Protected Property lies within two Overlay Zoning Districts established to protect the environmental resources of Manatee County: the Special Treatment Overlay District which requires special treatment to protect them from adverse impacts of industrial, mining or major earthmoving activities; and the Evers Reservoir Watershed Protection Overlay District which protects the quality and quantity of potential and existing potable water supplies within public surface water reservoirs and their watersheds within the unincorporated area of the County; and
The protection of natural vegetation along the river on the Protected Property also helps achieve the objectives of the Manatee County Comprehensive Plan, Coastal Element, which provides that a policy is to “minimize the disturbance of natural shoreline resources that provide shoreline stabilization and protect landward areas from the effects of storm event”; and

The scenic value of riverfront landscapes such as that on the Protected Property is an important factor in the local economy, drawing tourism and contributing to the property value in the area; and

Development of River-front property has occurred in Manatee County and is expected to continue in the foreseeable future, and further development of the Protected Property would contribute to the degradation of the riverfront landscape in Manatee County; and

WHEREAS, the Protected Property possesses significant wildlife, fish, and plant habitat, and significant scenic and open space values, all as described herein (collectively, the “Conservation Values”), which Conservation Values are of great importance to the Grantor, the people of Manatee County, Florida, and the people of Florida; and

WHEREAS, the Conservation Values are further documented in the Conservation Easement Baseline Documentation Report for the Protected Property, from which the Natural Communities Map is attached as Exhibit B, dated ____________ and incorporated herein by this reference (the “Baseline”), completed by the Grantee and signed by the Grantor and the Grantee, a copy of which Baseline is on file with both the Grantor and the Grantee, and which establishes the condition of the Protected Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5); and

WHEREAS, the Grantor desire to ensure that the Easement granted herein complies with
the provisions of Section 2031(c) of the Code, and intend that the lands which are the subject of this Easement will so qualify for such treatment; and

WHEREAS, the parties intend hereby to comply with Section 704.06 of the Florida Statutes, which permits the creation of conservation easements for the purposes of, inter alia, retaining land or water areas predominantly in their natural, scenic, open, or wooded condition, or as suitable habitat for fish, plants, or wildlife; and

WHEREAS, the Grantor and the Grantee have the common purpose of protecting the Conservation Values of the Protected Property by placing voluntary restrictions upon the use of the Protected Property with identified exceptions associated with residential use and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property to the extent hereinafter set forth (the “Conservation Easement”). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

The scope, nature and character of this Conservation Easement shall be as follows:

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property, except as expressly reserved by Grantor pursuant to Section 3, hereof.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this
Conservation Easement is prohibited, excepting such uses expressly reserved by Grantor pursuant to Section 3, hereof. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. **Transfer of Development Rights.** All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property except as may be specifically reserved to Grantor in this Easement are hereby terminated and extinguished. Grantor and Grantee acknowledge that such rights may not be used on or be transferred to other property by the Grantor or Grantee. Neither the Protected Property nor any portion thereof may be included by Grantor or Grantee 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 applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred by Grantor or Grantee to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. No development rights or density credits may be transferred by Grantor or Grantee onto the Protected Property from any other property.

b. **Subdivision.** The three parcels that constitute the Protected Property shall be considered a single parcel and shall not be transferred individually. The subdivision of the Protected Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, timeshares, site leases or other means is prohibited.

c. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities
or other structures on or above the ground, excepting facilities described in Section 3, below, and informational signage regarding the location and use of the Property and recognizing the contributions of partners in the conservation of the Property, subject to the approval of Grantor and Grantee.

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

e. Disturbance of Vegetation and Wildlife Prohibited. Except as otherwise provided herein, there shall be no disturbance of wild animals, trees or other vegetation, except as follows: Trees, vegetation and wild animals may only be managed or removed and tree, plant or animal species may only be introduced or planted in furtherance of the Conservation Values and in accordance with a written Management Plan (see section 5a), approved by Grantee prior to commencement of such activities.

   (1) Permitted activities include removal of invasive exotic plant and animal species, management of disease threatening flora or fauna and management following natural disasters such as hurricanes, fire, flood, wind storms, ice damage, or control of disease or insect outbreaks.

   (2) The location and width of existing or proposed fire lines shall be specified in the Management Plan.

   (3) All activities shall be designed to preserve and enhance the ecological integrity of the Protected Property and to maintain natural scenic beauty and wildlife habitat; and

   (4) Trees and other vegetation may not be harvested for commercial purposes.

f. Topographical Prohibitions. There shall be no manipulation of water on the Protected
Property, including without limitation dredging, ditches, drainage ways, ponds or reservoirs, installation of drainage tiles or removal of any soils, sand, or rock, or any material change in topography except as necessary for maintenance of existing footpaths and driveways as depicted in the Baseline, or as may be required within Building Envelopes for the construction and maintenance of improvements, subject to an approved Management Plan, or for hydrologic restoration as provided for in section 3h. There shall be no filling or stockpiling of earth on the Protected Property unless approved by the Grantee before commencement of such activities.

g. Motorized vehicles. Outside of the Building Envelopes identified in Exhibit C, there shall be no operation of motorized vehicles unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, or security purposes, (iii) control and treatment of invasive species, and (iv) fence maintenance conducted by the Grantee to determine compliance with terms of this Easement.

h. Mining and Drilling Prohibitions. The exploration for or development and extraction of minerals, ores, sand, gravel, gas or oil, or hydrocarbons of any kind by any surface mining method or any other method is prohibited.

i. Dumping. Dumping or disposal of trash, garbage or any other unsightly material, injection, burning, or burial of man-made materials or any other materials is strictly prohibited.

j. Turtles and Tortoises. There shall be no disturbance of gopher tortoises or their eggs, nests, burrows, or burrow aprons on the Protected Property. Gopher tortoise burrows, whether active or inactive shall be protected and remain undisturbed regardless of their location on the Protected Property.
k. **Fires.** Except for the use of recreational grills within the Building Envelopes, or Prescribed Fires undertaken in accordance with the Management Plan, there shall be no fires or bonfires on the Protected Property without written consent of the Grantee.

l. **Nuisance Plant Species.** There shall be no planting or introduction of any non-native plant species without the express written approval of the Grantee.

3. **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Further, it is not the intention of Grantor to reserve for itself or its successors and assigns, any use of the Property that would substantially impair the conservation values of the Property or render the Purpose of this Conservation Easement unenforceable. The foregoing Prohibited Uses or other restrictions notwithstanding, the following types of construction and improvements on the Property are allowed and not prohibited by this Conservation Easement, subject to all applicable local, state and federal laws:

   a. **Grantor's Property Maintenance & Improvement.** Grantor may improve, restore, maintain, and operate the Property in accordance with a written Management Plan, approved by Grantee prior to the commencement of such activities. The Management Plan explains how the Property will be managed and incorporates the improvement, restoration and maintenance obligations of Grantor. At a minimum, the Management Plan shall have two separate sections: natural resources and facilities. The natural resource section shall describe the removal of invasive exotic vegetation, restoration of disturbed areas, and the maintenance practices for natural communities. The facilities section shall describe all existing structures to be retained and all improvements planned for the
Protected Property. Grantor shall bear all costs related to the improvement, operation, upkeep or maintenance of the Property. Grantor agrees to maintain the Property in the state and condition as described in the Management Plan, subject to all state and local laws, ordinances, rules and regulations. Grantor shall submit the Management Plan to Grantee for approval no later than twelve (12) months after the conveyance of this Conservation Easement. Grantor and Grantee must approve the Management Plan no later than eighteen (18) months after conveyance of this Conservation Easement.

b. Building Envelope. The Building Envelope designated within the Protected Property identified on Exhibit “C” will be no more than 4,850 sq. ft. at the northeast corner of the Protected Property at the terminus of Clubhouse Drive. The following structures and improvements are permitted within each Building Envelope:

(1) Parking area for up to 10 vehicles
(2) Bike racks
(3) Picnic pavilion with picnic tables
(4) Kiosk and signs as described in Section 3c. and d.

c. Outside the Building Envelopes identified on Exhibit “C”, with Grantee’s approval, Grantor may place or construct and maintain structures to improve plant or animal habitat or provide public recreation amenities, provided that such actions do not materially diminish the scenic character of the Protected Property as observed from adjacent property, the road, the water or diminish the Conservation Values of the Protected Property. Such structures may include, but are not limited to the following:

(1) Overlook structures on the Braden River not exceeding 200 square feet.
(2) De minimus unpaved footpaths; boundary markers; fences designed to permit the unimpeded movement of wild animals; vehicle barriers; signs posted to control
Unauthorized entry or use of the Protected Property

d. Outside the Building Envelopes and following substantially the same route as the Impervious Trail Route identified on Exhibit “C”, Grantor may construct a paved or otherwise improved recreational trail or trails not exceeding a paved or improved surface of eight feet in width and with no more than two feet of mowed area on either side of the trail, and not exceeding 2,500 feet in total length.

e. Within the Driveway Areas identified on Exhibit “C”, the Grantor reserves the right to use, maintain, repair and improve driveways.

f. Kayak Launch: At the area designated in Exhibit “C”, Grantor may install a low impact launch for non-motorized vessels for use only during guided trips led by county staff or the county’s designated contractor(s). This launch will not be for free and open use by the general public. Access to the launch will be restricted by a locked gate at all times.

g. As deemed necessary to restore natural hydrologic flow and natural hydroperiods, Grantor may undertake hydrologic restoration subject to government approvals, permits and the Management Plan approved by Grantee.

h. Public Access. It is the intent of Grantor to allow the general public to access portions of the Property for the purposes of environmental education and low-impact outdoor recreation at the discretion of Grantor. However, this Conservation Easement does not convey to Grantee the right to allow access by the general public to the Property.

i. At the Existing Culvert location designated on Exhibit “C”, Grantor may repair, maintain, replace and improve a waterway crossing.
4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

   a. To preserve and protect the Conservation Values of the Protected Property in perpetuity;
   
   b. To enter upon and inspect the Property in a reasonable manner and at reasonable covenants and prohibitions contained in this Conservation Easement;
   
   c. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement; and
   
   d. To erect and maintain conservation easement boundary posts or stakes with signs designating the Property as land under the protection of Grantee; and
   
   e. The parties acknowledge that CFGC will receive recognition for its contributions to establishing the Protected Property which will include signage featuring its logo and public relations promotions on the conserved property in a prominent but mutually agreed upon place. Manatee County will ensure that all information about and marketing of the Protected Property will recognize Conservation Foundation of the Gulf Coast, Inc. ("CFGC") as a partner in the Project. Any Protected Property signage featuring the logo of Manatee County will also feature the CFGC logo and that any promotional materials, including the County’s internet website, will mention CFGC as a partner in the acquisition along with County and Floyd C. Johnson and Flo Singer Johnson Foundation. Manatee County will cite the
partnership and fundraising efforts on County webpages that profile the Protected Property. CFGC will also cite the partnership with County on pages of the CFGC website that profiles the Protected Property. At a minimum, the Project shall permanently feature one sign at the public entrance to the Protected Property recognizing CFGC’s role in the acquisition and perpetual protection of the Property. This provision shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

5. Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges, of whatever description, levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6. Public Access. It is the intent of Grantor to allow the general public to access portions of the Property for the purposes of environmental education and low-impact outdoor recreation at the discretion of Grantor. However, this Conservation Easement does not convey to Grantee the right to allow access by the general public to the Property.

7. Remedies/Grantee's Discretion. In the event of a violation of the terms and conditions hereof, Grantee shall give written notice to Grantor by certified mail return receipt requested, and Grantor shall have the right to cure the violation without penalty. In the event Grantor fails to cure the violation within thirty (30) days of receiving notice of such violation from Grantee, or if said violation cannot be cured within such time period and Grantor has failed to initiate steps to cure the violation and diligently pursue the same, the terms and conditions hereof may be enforced by Grantee by a suit for injunctive relief or
for any other appropriate remedy available at law or in equity. In any dispute arising under this Conservation Easement, whereby a judicial enforcement action is sought, the prevailing party shall have the right to collect from the other party its reasonable costs and expenses of lawsuit (including appeals), including reasonable attorneys' fees, incurred in enforcing this Conservation Easement. Any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by the Grantor and Grantee shall be entitled to recover them in any such judicial enforcement action brought to enforce this Conservation Easement. No third party shall have the right to enforce, or otherwise bring a legal action for violation of, this Conservation Easement.

8. Grantee's Discretion. Grantee may enforce the terms of this conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Grantee's Liability. Grantor assumes all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property that may occur on the Property. Grantor agrees to indemnify and save Grantee harmless from any
and all liability, loss, damage, expense, judgment or claim including reasonable attorneys’ fees and costs arising out of any act or omission of Grantor relating to Grantor’s use and ownership of the Property provided, however, that nothing contained herein shall be construed to constitute a waiver of Grantor’s sovereign immunity or the provisions of §768.28, Florida Statutes.

10. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

11. **Recordation.** Grantor shall record this Conservation Easement and any amendments hereto in a timely fashion in the Official Records of Manatee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

12. **Successors.** The covenants, terms, conditions and restrictions of this Conservation Easement and any subsequent amendments shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

13. **Assignment.** Grantee shall not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under applicable state laws and subject to approval of the Grantor.
14. **Modifications/Amendments.** This Conservation Easement may be amended or altered only by written agreement between the parties hereto or their respective successors and assigns. Any such written agreement shall be timely recorded in the Official Records of Manatee County, Florida.

15. **No Merger.** Grantor and Grantee agree that should Grantee come to own all or a portion of the fee interest in the Property, (i) Grantee as successor in title to Grantor shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Property by this Conservation Easement; (ii) this Conservation Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) Grantee, if in the opinion of counsel it shall be necessary in order to preserve this Conservation Easement, may assign the Grantee interests in this Conservation Easement of record to another holder in conformity with the requirements of section 15, above. Any instrument of assignment of this Conservation Easement or the rights conveyed herein shall refer to the provisions of this Section 15, and shall contain language necessary to continue it in force.

16. **Extinguishment and Condemnation.**

   a. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish it can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by
Florida law at the time. Grantee shall use all such proceeds in a manner consistent with the charitable mission of Grantee. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

b. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee for the purposes of this subparagraph. The Grantor and Grantee stipulate that the proportional value of the Easement shall be 45% of the fair market value of the Protected Property.

c. **Condemnation.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Protected Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu of purchase shall be paid out of the amount recovered. Grantee’s share of the balance of the amount recovered shall be determined by multiplying that balance by the percentage specified in subparagraph (b. The Grantee shall use all such proceeds in a manner
consistent with the purposes of this Easement.

d. **Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in paragraph 8 in a manner consistent with this Easement’s Conservation Values and Purpose.

17. **Notices.** All notices, consents, approvals or other communications hereunder shall be in writing and either served personally or sent by certified mail return receipt requested, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

18. **Subsequent Conveyance.** Grantor shall reference the terms and conditions of this Conservation Easement by Official Book and Page Number or Instrument Number, as applicable, in any subsequent deed or other conveyance by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor’s interest in the Property must be notified of this Conservation Easement in writing by the Grantor. Grantor further agrees to provide Grantee written notice of any transfer of their interest in the Property (at least twenty (20) days prior to such transfer or within thirty (30) days of such transfer). Grantor’s failure to comply with any of the foregoing does not impair the validity of this Conservation Easement or Grantee’s ability to enforce its provisions in any way.

19. **Transfer Fee.** Any time the Protected Property or a portion thereof is transferred by Grantor to any non-governmental third-party, Grantor shall pay to Grantee at closing, a transfer fee of one percent (1%) of the total sale price, which transfer fee payment shall be placed in the Grantee’s Stewardship Fund to address the cost of Conservation Easement enforcement, stewardship, and monitoring. The document of conveyance shall expressly refer to this Conservation Easement as required in Section 20, above. The transfer fee shall
not apply if the Property is transferred to another governmental entity for no consideration and for conservation purposes.

20. **Severability.** If any provision of this Conservation Easement is determined to be invalid, the remaining provisions shall remain in full force and effect.

(the remainder of this page intentionally left blank)
IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: ____________________________
    Chairperson

ATTEST: ANGELINA COLONNESO
        CLERK OF THE CIRCUIT
        COURT AND COMPTROLLER

By: ____________________________
    Deputy Clerk
ACCEPTANCE

Conservation Foundation of the Gulf Coast, Inc., by a resolution of its Board of Directors adopted at a duly convened meeting on the _______ day of ____________________, 2018 hereby accepts the Grantee’s interest in this Conservation Easement.

CONSERVATION FOUNDATION OF THE
GULF COAST, INC., a Florida Not for Profit Corporation

By: CHRISTINE JOHNSON, President

STATE OF FLORIDA )
 ) ss
SARASOTACOUNTY )

Personally appeared before me this _______ day of ____________________, 2018, Christine Johnson, to me known to be the President of Conservation Foundation of the Gulf Coast, Inc., who executed this deed of Conservation Easement Acceptance and acknowledge that such acceptance is with the authority of the Board of Trustees of said corporation.

____________________________________
Notary Public_______ (Seal)
My commission expires: ____________________

SCHEDULE OF EXHIBITS

A. Legal Description and Sketch
B. Natural Communities Map
C. Exhibit C – Permitted Improvements Map
Exhibit “A”
Description and Sketch

See Attached.
DESCRIPTION:

A PARCEL OF LAND Lying in sections 19 and 30, township 35 south, range 19 east, Manatee county, Florida, being described as follows:

Commence at the southwest corner of said section 19; thence N 00°11'26" W, along the west line of the S.W. 1/4 of said section 19, a distance of 1330.06 feet to the southwest corner of lot 26, block 8 of Braden woods subdivision, phase IV as per plat thereof recorded in plat book 21, page 159 of the public records of Manatee county, Florida and the point of beginning; thence along the south line of lots 26 through 31 of said block 8 and the south line of tract D of Braden woods subdivision, phase IV as per plat thereof recorded in plat book 23, page 35 of said public records the following two courses: (1) S 89°14'46" E, a distance of 544.64 feet; (2) S 89°18'21" E, a distance of 584.91 feet; thence S 00°12'01" E, along the northerly extension of the west line and the west line of river club north lots 113-147, a subdivision as per plat thereof recorded in plat book 25, page 164 of said public records, a distance of 730.51 feet to an intersection with the northerly ordinary high water line of Braden river; thence in an southwesterly direction along said northerly line the following fifty one (51) courses: (1) S 23°24'30" W, a distance of 95.32 feet; (2) S 15°43'57" E, a distance of 24.70 feet; (3) S 29°43'12" E, a distance of 37.95 feet; (4) S 75°42'43" E, a distance of 28.62 feet; (5) S 37°08'45" W, a distance of 25.17 feet; (6) S 47°16'57" W, a distance of 20.71 feet; (7) S 42°22'01" W, a distance of 73.30 feet; (8) S 55°44'32" W, a distance of 44.20 feet; (9) S 49°18'19" W, a distance of 42.35 feet; (10) S 68°15'38" W, a distance of 25.44 feet; (11) S 42°14'30" W, a distance of 29.79 feet; (12) S 57°15'32" W, a distance of 9.80 feet; (13) N 05°25'13" E, a distance of 15.25 feet; (14) N 16°59'09" E, a distance of 20.13 feet; (15) N 35°57'02" E, a distance of 41.97 feet; (16) N 36°52'15" E, a distance of 33.77 feet; (17) N 31°35'04" E, a distance of 30.35 feet; (18) N 69°46'34" E, a distance of 22.37 feet; (19) N 08°20'59" E, a distance of 12.08 feet; (20) N 36°33'09" W, a distance of 41.17 feet; (21) S 61°31'27" W, a distance of 25.64 feet; (22) N 75°25'45" W, a distance of 21.54 feet; (23) S 47°41'01" W, a distance of 29.71 feet; (24) S 19°56'36" W, a distance of 10.76 feet; (25) S 59°34'43" E, a distance of 23.81 feet; (26) S 75°39'17" E, a distance of 31.33 feet; (27) S 63°29'19" W, a distance of 22.82 feet; (28) S 73°04'49" W, a distance of 24.93 feet; (29) S 06°01'43" W, a distance of 30.74 feet; (30) S 22°49'51" W, a distance of 35.32 feet; (31) S 06°23'25" W, a distance of 17.53 feet; (32) S 01°58'32" E, a distance of 15.71 feet; (33) S 21°51'11" W, a distance of 28.50 feet; (34) S 54°20'16" E, a distance of 28.15 feet; (35) S 25°08'25" W, a distance of 101.98 feet; (36) S 14°39'39" E, a distance of 108.91 feet; (37) S 17°45'47" E, a distance of 91.66 feet; (38) S 03°32'00" W, a distance of 22.35 feet; (39) S 16°25'41" E, a distance of 36.01 feet; (40) S 13°39'19" W, a distance of 60.01 feet; (41) S 03°52'41" W, a distance of 61.80 feet; (42) S 39°00'32" W, a distance of 68.81 feet; (43) S 58°18'52" W, a distance of 184.09 feet; (44) S 68°03'05" W, a distance of 95.63 feet; (45) S 49°44'53" W, a distance of 81.48 feet; (46) S 74°52'05" W, a distance of 44.26 feet; (47) S 72°23'22" W, a distance of 78.94 feet; (48) S 64°41'22" W, a distance of 37.17 feet; (49) S 68°57'39" W, a distance of 61.52 feet; (50) S 60°08'41" W, a distance of 24.39 feet; (51) S 57°24'49" W, a distance of 49.26 feet; thence N 15°36'34" W, a distance of 199.32 feet; thence N 00°11'22" W, a distance of 1272.01 feet; thence N 31°56'04" W, a distance of 475.12 feet to the point of beginning.

Containing 32.37 acres, more or less.

SEE SHEET 2 FOR SKETCH & SHEET 3 FOR LINE DATA
NOT A BOUNDARY SURVEY

DESCRIPTION SKETCH

PARCEL OF LAND

IN

SECTIONS 19 & 30, TOWNSHIP 35 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREIN, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE, AND BELIEF AND THAT THEY MEET THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 441, FLORIDA ADMINISTRATIVE CODE.

BY:

JAMES N. GATCH, P.S.

FLORIDA CERTIFICATE NO: F.S. 4295
DATE OF CERTIFICATION: 1/24/2018

SHEET 1 OF 3
# ORDINARY HIGH WATER LINE DATA

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SEE SHEET 1 FOR DESCRIPTION & SHEET 2 FOR SKETCH NOT A BOUNDARY SURVEY

DESCRIPTION SKETCH

PARCEL OF LAND

IN

SECTIONS 19 & 30, TOWNSHIP 35 SOUTH, RANGE 19 EAST MANATEE COUNTY, FLORIDA

DATED: 4/24/2018

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NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF S.W. 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 00°11'26" E.

2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. CORNERS HAVE NOT BEEN FIELD LOCATED.
Exhibit “B”
Natural Communities Maps

See Attached
Exhibit "C"
Permitted Improvements Map

See Attached.