
**DEED OF CONSERVATION EASEMENT
STANDARD**

Prepared by:

Patrick J. Ferland, PE

Culpepper & Terpening, Inc.

2980 South 25th Street

Ft. Pierce, FL 34981

Return original or certified recorded document to:

South Florida Water Management District

3800 NW 16th Blvd., Suite A

Okeechobee, FL 34972

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of August
_____, 2016, by Midway St. Lucie, LLC, a Delaware limited liability company ("Grantor")
whose mailing address is c/o Martin Beechler, 675 West Indiantown Rd., Suite 201, Jupiter, FL 33458
to South Florida Water Management District ("Grantee"). As used
herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all
subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee"
shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in St. Lucie
County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and
incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the
Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of
Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and
valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a
perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the
Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set
or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural
condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the
permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and
valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby
acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual
Conservation Easement for and in favor of the Grantee upon the area of the Property described on
Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force
and effect forever.

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



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision 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 such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, 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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

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 in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in St. Lucie County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Lucie 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. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Midway St. Lucie, LLC ("Grantor") has hereunto set its authorized hand this 8th day of August, 2016.

A Florida corporation or Delaware limited liability company (choose one)

By: *Butch Beechler*
(Signature)

Name: Butch Beechler
(Print)

Title: Authorized Signatory

Signed, sealed and delivered in our presence as witnesses:

By: *Ward Wells*
(Signature)

Name: Ward Wells
(Print)

By: *AnnMarie Pascarella*
(Signature)

Name: AnnMarie Pascarella
(Print)

STATE OF FLORIDA

COUNTY OF St. Lucie

On this 8th day of August, 2016, before me, the undersigned notary public, personally appeared Butch Beechler, the person who subscribed to the foregoing instrument, as the Authorized Signatory (title), of Midway St. Lucie, LLC (corporation), a Florida corporation, or Delaware limited liability company (choose one) and acknowledged that he/she executed the same on behalf of said

corporation, or limited liability company _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a Florida driver's license _____ (state) driver's license as identification.

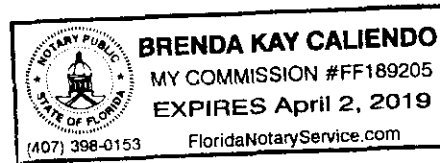
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Brenda Kay Caliendo
(Signature)

Brenda Kay Caliendo
(Name)

My Commission Expires: April 2, 2019



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Seacoast National Bank, N.A., the owner and holder of a mortgage dated 08/22/2005, in the original principal amount of \$ 5,467,575.00, given by Midway St. Lucie, LLC ("Grantor") to First National B&T of the Treasure Coast ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2346 at Page 1264, (together with that certain Assignment of Leases and Rents recorded in Official Records Book 2346, at Page 1279, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book N/A, at Page N/A, all of the Public Records of St. Lucie County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Midway St. Lucie, LLC, in favor of South Florida Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

25th day of August, 2016.

By: [Signature]
(Signature)

SEACOAST NATIONAL BANK
(Mortgagee)

Name: KEVIN PICART

Title: Sr VICE PRESIDENT
(Print)

WITNESSES:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: Deborah Yanig
(Print)

Name: Chrestia J. Bradley
(Print)

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 25th day of August, 2016 by Kevin Picart (print name), as Sr Vice President (title) of Seacoast National Bank, NA (Grantor of Mortgage), on behalf of the Seacoast National Bank, NA (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a Florida (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Chrestia J. Bradley
(Name)

My Commission Expires: 1-22-17

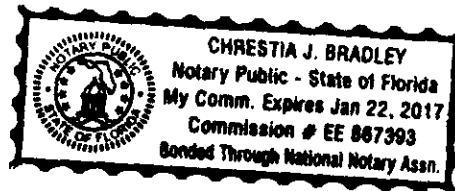
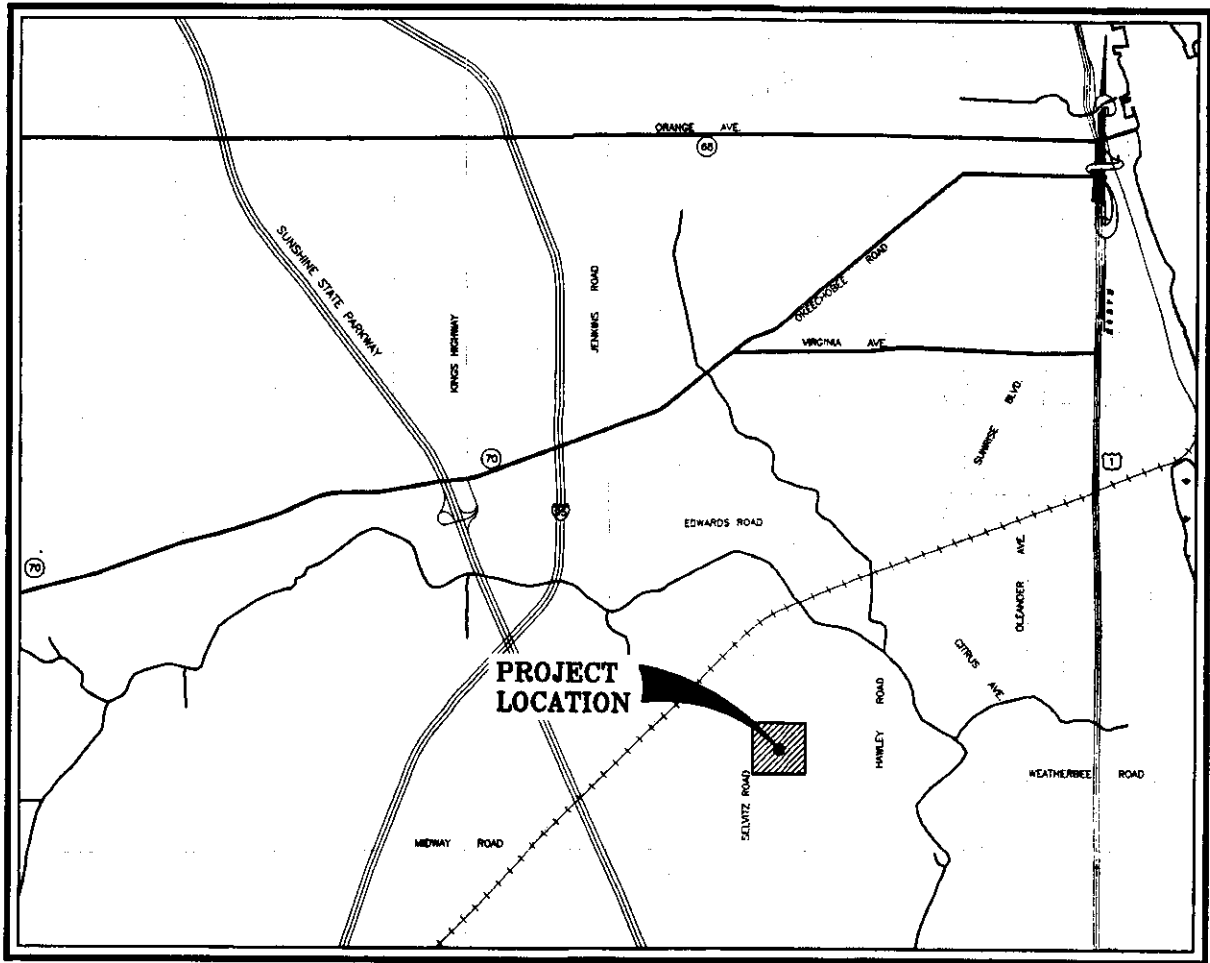


EXHIBIT A

[LOCATION MAP]



LOCATION MAP
N.T.S.

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST



EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

LEGAL DESCRIPTION

Being a conservation easement lying in a portion of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows;

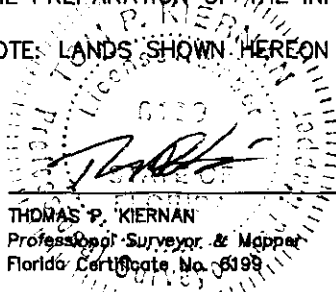
Commence at the intersection of the East right-of-way of Selvitz Road (a 100.00 foot wide right-of-way) and the South right-of-way of North St. Lucie River Water Control District Canal No. 101 (a variable width right-of-way), also being the Northwest corner of those lands as described in Official Records Book 2202, Page 1580, Public Records of St. Lucie County, Florida; thence along the South right-of-way of North St. Lucie River Water Control District Canal No. 101 the following 3 courses and distances; thence South 89°57'58" East, a distance of 1262.85 feet; thence North 00°01'02" West, a distance of 11.00 feet; thence South 89°57'58" East, a distance of 393.59 feet; thence South 00°02'02" West, a distance of 407.78 feet; to the POINT OF BEGINNING of the following described easement;

Thence North 71°27'23" East, a distance of 54.31 feet; thence North 67°15'50" East, a distance of 42.32 feet; thence North 87°48'36" East, a distance of 63.12 feet; thence South 87°00'01" East, a distance of 69.69 feet to a point of curve to the right having a radius of 15.00 feet and a central angle of 64°16'06"; thence Southeasterly along the arc a distance of 16.83 feet to a point of reverse curve to the left having a radius of 5.00 feet and a central angle of 72°36'25"; thence Southeasterly along the arc, a distance of 6.34 feet; thence North 84°39'41" East, a distance of 81.09 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 95°29'48"; thence Southeasterly along the arc a distance of 141.67 feet; thence South 00°26'19" East, a distance of 75.90 feet; thence South 00°07'24" East, a distance of 135.35 feet to a point of curve to the right having a radius of 85.00 feet and a central angle of 36°20'44"; thence Southerly along the arc a distance of 53.92 feet; thence South 36°15'23" West, a distance of 57.68 feet; thence North 80°54'50" West, a distance of 49.41 feet; thence North 27°31'58" West, a distance of 12.19 feet; thence South 59°08'33" West, a distance of 34.57 feet; thence North 33°29'46" West, a distance of 11.98 feet; thence South 29°34'08" West, a distance of 46.95 feet; thence North 32°40'23" West, a distance of 49.47 feet; thence North 11°03'02" East, a distance of 8.36 feet; thence North 74°34'24" West, a distance of 37.00 feet; thence North 01°29'17" West, a distance of 39.36 feet; thence North 01°34'20" East, a distance of 26.06 feet; thence North 18°02'13" East, a distance of 47.08 feet; thence North 29°07'20" West, a distance of 17.13 feet; thence North 80°48'10" West, a distance of 25.18 feet; thence North 83°54'02" West, a distance of 63.70 feet; thence South 89°10'25" West, a distance of 63.72 feet; thence North 78°07'56" West, a distance of 49.20 feet; thence North 44°38'13" West, a distance of 50.85 feet; thence North 23°47'08" West, a distance of 49.09 feet; thence North 07°30'21" East, a distance of 56.17 feet; thence North 43°54'52" East, a distance of 74.51 feet to the POINT OF BEGINNING.

Containing 3.800 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.



8/12/16

DATE



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LB 4286

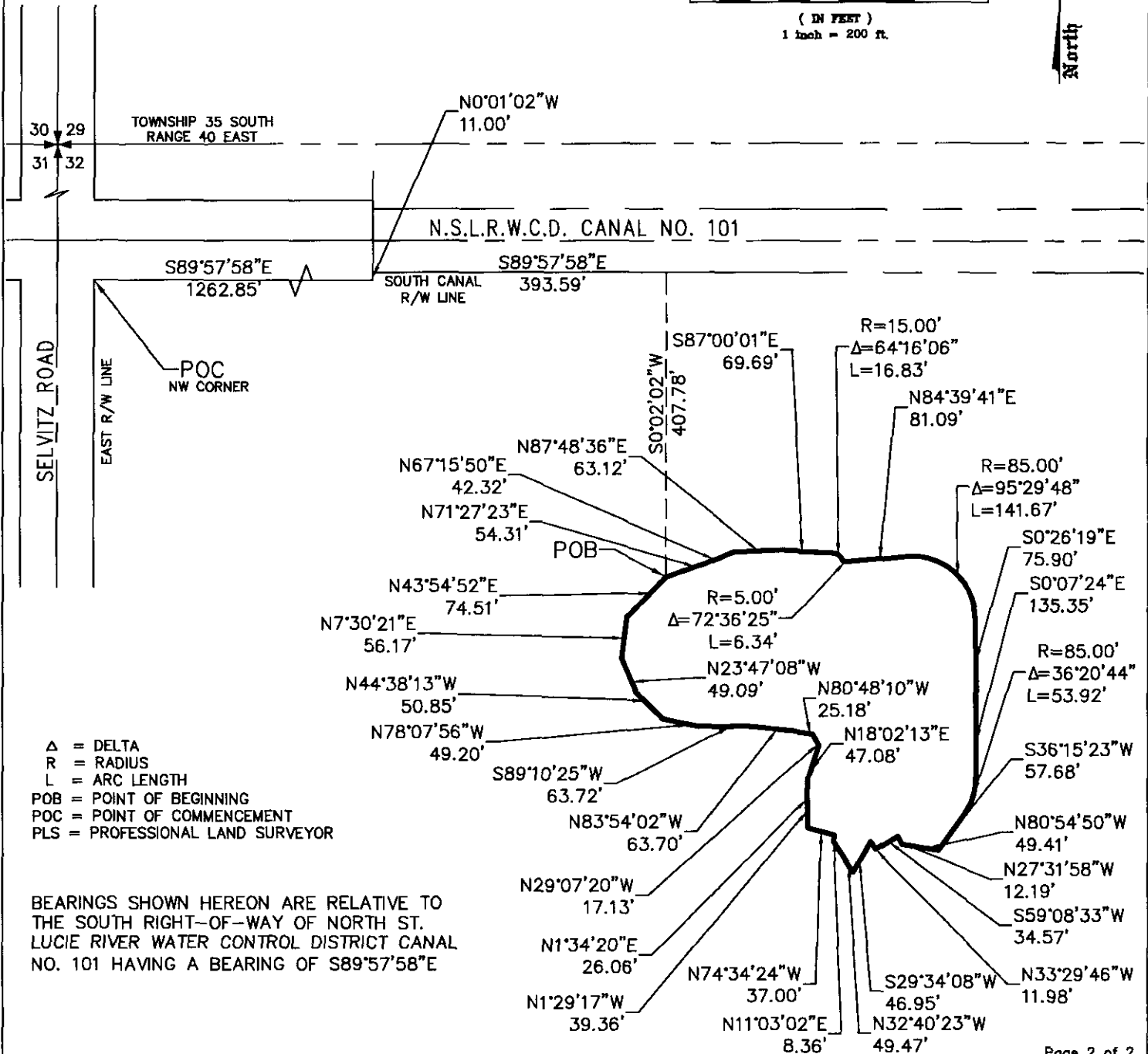
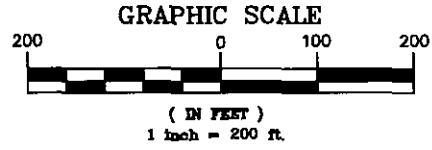
CONSERVATION EASEMENT DESCRIPTION

JOB NO: 13-131	SCALE: NA
FILE: 13-131 s&d ce.dwg	DATE: 8-12-2016

P:\Proj-2013\13-131 Selvitz Crossings\Survey\13-131 ce.dwg, 8/12/2016 1:14:57 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT-OF-WAY OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101 HAVING A BEARING OF S89°57'58"E

P:\Proj-2013\13-131 Selvitz Crossings\Survey\13-131 ce.dwg, 8/12/2016 2:59:29 PM



CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA CERTIFICATION No. LB 4286

CONSERVATION EASEMENT SKETCH	
JOB NO: 13-131	SCALE: 1"=200'
FILE: 13-131 s&d ce.dwg	DATE: 8-12-2016

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]