Return to: Monica Arsenault, City Clerk City of Cocoa 65 Stone Street Cocoa, Florida 32922

CONSERVATION EASEMENT

this DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this day of ______, 2024, by Mountain Cove Homes at Lakes at Cocoa Grove, LLC ("Grantor") whose mailing address is 4878 SW 74th Court Miami, FL 33155 to the City of Cocoa ("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 the City of Cocoa, Florida, (the "City") and more specifically depicted and legally described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantor has applied for and received approval for a final subdivision, entitled <u>The Lakes at Cocoa Grove</u> from the City, and the Property constitutes a portion of the lands to be subdivided; and

WHEREAS, the 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 Property (also referred to as the "Conservation Easement Area"), which was shown in Grantor's land use applications as being intended to be held in preservation by the subdivision's homeowner's association; 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 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 Property 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. The Property included in this Conservation Easement shall be retained and maintained in its preserved or restored condition as provided herein.

Conservation Easement City of Cocoa Page 1 of 11 To carry out this purpose, the following rights are conveyed to Grantee by this Conservation 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 Conservation 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 City (which may include restoration, enhancement, maintenance, monitoring activities, or surface water management improvements), 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 to 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 approved in writing by the Grantee; 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 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 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 Sections 704.06(10) and 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. The parties agree that, in the event a violation of the terms, provisions, or restrictions of this Conservation Easement occurs, there may not be an adequate remedy at law. Therefore, in addition to any other legal remedies that may be available, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction. This Conservation Easement shall in no way be considered to limit any other remedy available by law to the Grantee, which shall include nuisance and code enforcement actions to the extent applicable.
- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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 Brevard County, Florida.
- 12. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard 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.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Conservation Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

TO GRANTOR:

Attn: Mountain Cove Homes at Lakes at Cocoa Grove, LLC

4878 SW 74 Court

Miami, Florida 33155

or to such other address as such party shall have specified most recently by like Notice. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

- 14. **Governing Law and Venue.** This Conservation Easement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida, for state court actions or the Middle District of Florida, Orlando Division, for federal court actions.
- 15. **Attorney's Fees.** In the event any action or suit is instituted to enforce any provision of this Conservation Easement, the prevailing party shall be entitled to reasonable attorney's fees and expert fees at trial and on appeal incurred in any way in connection with the matter.

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

Conservation Easement City of Cocoa Page 4 of 11 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.

<u>IN WITNESS WHEREOF</u>, Grantor and Grantee set their respective hands on the day and year above written.

Signed, sealed and delivered in the presence of: Two witnesses

My Commission Expires;

Serial No., if any:

required by Florida Law **GRANTOR:** WITNESSES: Victor F. Solorzano Mountain Cove Homes at Lakes at Cocoa Grove, LLC Print Name: RAFAEL Its:Manager udlam Dr., Minni Springs Dated: 04-19-2024 Print Name: Anelis Leon Address: 122146W 118th Ly. Hiam. Fl. 33186 STATE OF FLORIDA COUNTY OF Mami Drde The foregoing instrument was acknowledged before me by means of (×) physical presence or this 19), online notarization, day of by Victor F. Solorzaro of Mountain Cove Homes at Lakes at Cocoa Gratinho is & personally known to me or who as identification. has produced ALICIA E. QUINONES **Notary Public** Notary Public State of Florida PRINT/TYPE NAME: MICEA Comm# HH193748 Notary Public in and for the County and State last aforesaid. Expires 2/5/2026

> Conservation Easement City of Cocoa Page 5 of 11

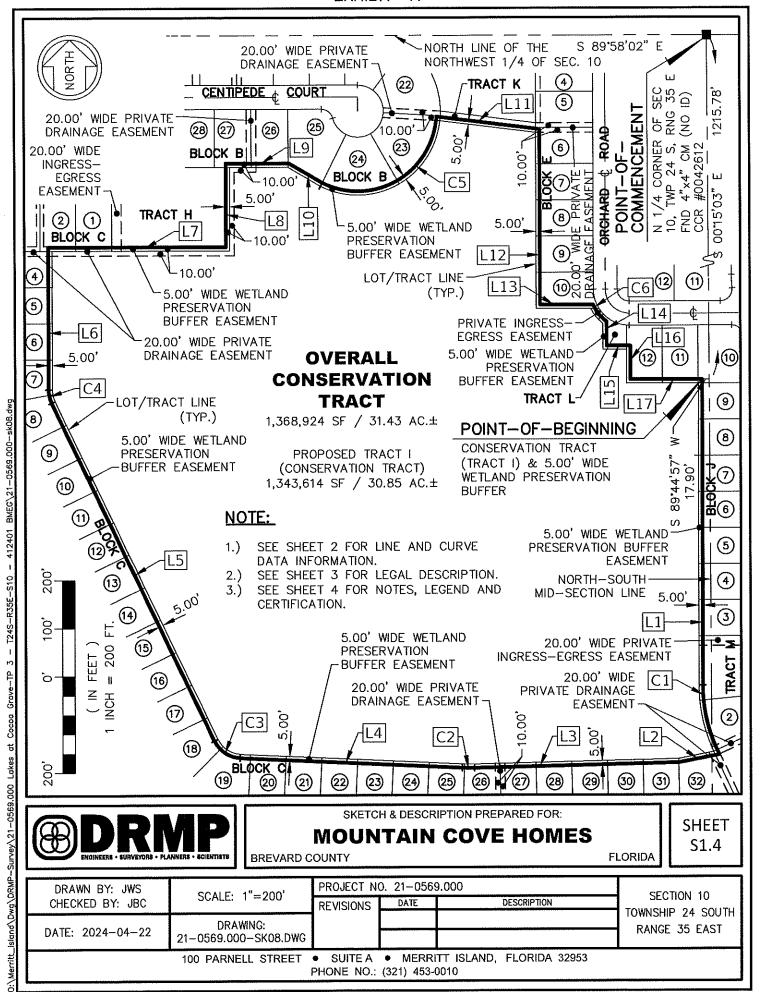
WITNESSES:	CITY OF COCOA, FL				
Print Name:	City Manager				
Address:	Date:				
Print Name:					
Address:	_				
STATE OF FLORIDA					
COUNTY OF BREVARD					
() online notarization, this day	rledged before me by means of () physical presence or y of, 2024 by, as personally known to me orwho has produced ication.				
Notary Public PRINT/TYPE NAME: Notary Public in and for the County an My Commission Expires: Serial No if any:	d State last aforesaid.				

Conservation Easement City of Cocoa Page 6 of 11

JOINDER AND CONSENT

For and in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Brightline Trains Florida**, **LLC**., a Delaware limited liability company, authorized to do business in the State of Florida, hereby joins in and consents to the foregoing Conservation Easement by and between the City of Cocoa, a Florida municipal corporation, and Mountain Cove Homes at Lakes at Cocoa Grove, LLC, a Florida limited liability company.

Signed and sealed in the presence of:	Brightline Trains Florida, LLC			
	By:			
	Print Name:Title :			
Print Name:				
Address:	Date:			
Print Name;				
Address:	****			



CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
C1	320.00'	26'13'51"	146.50'	74.56'	145.22'	S 13°04'57" E
C2	360.00'	4'00'01"	25.13'	12.57'	25.13'	N 89°23'29" W
С3	60.81	60°45'53"	64.49'	35.65'	61.51	N 56°32'06" W
C4	62.57	24°33'43"	26.82'	13.62'	26.62'	N 12°50'18" W
C5	169.00'	111°43'08"	329.53'	249.23'	279.75'	N 60°50'22" E
C6	85.00'	29°10'30"	43.28'	22.12'	42.82'	S 38°52'13" E

LINE TABLE						
LINE	BEARING	DISTANCE				
L1	S 00°01′58″ W	632.15'				
L2	S 79'03'39" W	82.09'				
L3	S 88'36'31" W	428.76'				
L4	N 87'23'29" W	467.24'				
L5	N 25'40'42" W	779.80'				
L6	N 00°02'08" E	292.07'				
L7	S 89 * 57′52" E	371.50'				
L8	N 00°02'08" E	173.17'				
L9	S 89 ' 58'02" E	129.85'				
L10	S 59°50'18" E	79.74'				
L11	S 82'50'11" E	210.54'				
L12	S 00°01'58" W	364.34				
L13	S 89°58'02" E	112.54				
L14	S 00°01'58" W	51.47'				
L15	S 89°58'02" E	50.00'				
L16	S 00'01'58" W	70.21				
L17	S 89°58'02" E	150.83'				

NOTE:

- 1.) SEE SHEET 1 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 FOR LEGAL DESCRIPTION.
- 3.) SEE SHEET 4 FOR NOTES, LEGEND AND CERTIFICATION.



SKETCH & DESCRIPTION PREPARED FOR:

MOUNTAIN COVE HOMES

BREVARD COUNTY

FLORIDA

SHEET S2.4

PROJECT NO. 21-0569.000 DRAWN BY: JWS SCALE: NTS SECTION 10 CHECKED BY: JBC DESCRIPTION DATE REVISIONS TOWNSHIP 24 SOUTH DRAWING: RANGE 35 EAST DATE: 2024-04-22 21-0569.000-SK08.DWG SUITE A • MERRITT ISLAND, FLORIDA 32953 100 PARNELL STREET •

PHONE NO.: (321) 453-0010

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST; THENCE SOUTH 0015'03"EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 10, A DISTANCE OF 1215.78 FEET; THENCE SOUTH 89'44'57" WEST, A DISTANCE OF 17.90 FEET TO THE POINT-OF-BEGINNING; THENCE SOUTH 00°01'58" WEST, A DISTANCE OF 632.15 FEET TO THE POINT-OF-CURVATURE OF A 320.00 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2613'51" A DISTANCE OF 146.50 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 13'04'57" EAST AND A CHORD DISTANCE OF 145.22 FEET; THENCE SOUTH 79°03'39" WEST, A DISTANCE OF 82.09 FEET: THENCE SOUTH 88'36'31" WEST, A DISTANCE OF 428.76 FEET TO THE POINT-OF-CURVATURE OF A 360.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04'00'01" A DISTANCE OF 25.13 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 89°23'29" WEST AND A CHORD DISTANCE OF 25.13 FEET; THENCE NORTH 87'23'29" WEST A DISTANCE OF 467.24 FEET TO THE POINT-OF-CURVATURE OF A 60.81 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60'45'53" A DISTANCE OF 64.49 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 56'32'06" WEST AND A CHORD DISTANCE OF 61.51 FEET; THENCE NORTH 25'40'42" WEST, A DISTANCE OF 779.80 FEET TO THE POINT-OF-CURVATURE OF A 62.57 FOOT RADIUS CIRCULAR CURVE CONCAVE EASTERLY; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24'33'43", A DISTANCE OF 26.82 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 12'50'18" WEST AND A CHORD DISTANCE OF 26.62 FEET; THENCE NORTH 00°02'08"EAST, A DISTANCE OF 292.07 FEET; THENCE SOUTH 89°57'52"EAST, A DISTANCE OF 371.50 FEET; THENCE NORTH 00 02 08" EAST, A DISTANCE OF 173.17 FEET; THENCE SOUTH 89'58'02"EAST, A DISTANCE OF 129.85 FEET; THENCE SOUTH 59'50'18"EAST, A DISTANCE OF 79.74 FEET TO THE POINT-OF-CURVATURE OF A 169.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 111'43'08" A DISTANCE OF 329.53 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 60'50'22" EAST AND A CHORD DISTANCE OF 279.75 FEET; THENCE SOUTH 82°50°11"EAST, A DISTANCE OF 210.54 FEET; THENCE SOUTH 00°01'58"WEST, A DISTANCE OF 364.34 FEET; THENCE SOUTH 89°58'02"EAST, A DISTANCE OF 112.54 FEET TO A POINT ON THE ARC OF A 85.00 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29'10'30" A DISTANCE OF 43.28 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 38'52'13" EAST AND A CHORD DISTANCE OF 42.82 FEET; THENCE SOUTH 00°01'58" WEST, A DISTANCE OF 51.47 FEET; THENCE SOUTH 89'58'02"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00'01 58" WEST, A DISTANCE OF 70.21 FEET; THENCE SOUTH 89'58'02" EAST, A DISTANCE OF 150.83 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 31.43 ACRES MORE OR LESS.

NOTE:

- 1.) SEE SHEETS 1 & 2 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 4 FOR NOTES, LEGEND AND CERTIFICATION.



SKETCH & DESCRIPTION PREPARED FOR:

MOUNTAIN COVE HOMES

BREVARD COUNTY

FLORIDA

SHEET S3.4

PROJECT NO. 21-0569.000 DRAWN BY: JWS SCALE: NTS SECTION 10 CHECKED BY: JBC DATE DESCRIPTION **REVISIONS** TOWNSHIP 24 SOUTH DRAWING: RANGE 35 EAST DATE: 2024-04-22 21-0569.000-SK08.DWG 100 PARNELL STREET SUITE A • MERRITT ISLAND, FLORIDA 32953 .

PHONE NO.: (321) 453-0010

SURVEYORS NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- 2. BEARING STRUCTURE SHOWN HEREON IS BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 89*58'02" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD'83/'09).
- 3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BMEG, INC., PROJECT NUMBER 412401, LAST REVISED MAR. 18, 2024.
- 4. SEE SHEET 1 FOR SKETCH OF DESCRIPTION. SEE SHEET 2 FOR LINE AND CURVE DATA INFORMATION. SEE SHEET 3 FOR LEGAL DESCRIPTION.
- 5. TITLE WORK NOT PROVIDED. SUBJECT PARCEL IS SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.
- 6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
- 7. CERTIFIED TO:

MOUNTAIN COVE HOMES



LEGEND:

ORB OFFICIAL RECORDS BOOK PB PLAT BOOK PG PAGE PU PUBLIC UTILITIES PU & DE PUBLIC UTILITIES AND DRAINAGE EASEMENT R/W RIGHT-OF-WAY SQUARE FEET SF AC **ACRES** PLUS OR MINUS \pm CENTERLINE (TYP) **TYPICAL** POINT-OF-BEGINNING POB **FND FOUND** (D) BEARING/DISTANCE PER DEED (P) BEARING/DISTANCE PER **PRORATION** GRAPHIC BREAK

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO.: DRMP, INC. CERTIFICATE NO.: NOT VALID UNLESS SIGNED AND SEALED DATE

4524 2648



SKETCH & DESCRIPTION PREPARED FOR:

MOUNTAIN COVE HOMES

BREVARD COUNTY

FLORIDA

SHEET S4.4

DRAWN BY: JWS	COALE, NTC	PROJECT NO. 21-0569.000					CECTION 10
CHECKED BY: JBC	CKED BY: JBC SCALE: NTS		DATE		DESCRIPTION		SECTION 10 TOWNSHIP 24 SOUTH
	DRAWING:						RANGE 35 EAST
DATE: 2024-04-22 21-0569.000-SK08.DW							RANGE 33 EAST
	100 PARNELL STREET	SUITE A	MERRI	TT ISLAND,	FLORIDA 32953		
PHONE NO.: (321) 453-0010							