Exhibit “A”

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Adele V. Stones, Esq.
1200 Truman Avenue, Suite 207
Key West, FL 33040

Property Appraiser’s Parcel Identification (Folio) Number:
00413880-000000, 00413890-000000, and 00413900-000000

SPACE ABOVE THIS LINE FOR RECORDING DATA

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this 25th day of March, 2014, by Islamorada, Village of Islands of 86800 Overseas Highway, Islamorada, Florida 33036, Grantor, to Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663 (1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, more particularly described as Lots 14, 15, and 16, Block 7, Plantation Beach, according to the plat thereof as recorded in Plat Book 2, Page 76 of the Public Records of Monroe County, Florida.

B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. Grant of easement.
   In consideration for the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. Easement area.
   The location of the easement area on the servient estate is as follows: Lots 14, 15, and 16, Block 7, Plantation Beach, according to the plat thereof as recorded in Plat Book 2, Page 76 of the Public Records of Monroe County, Florida.

3. Baseline conditions within easement area.
   The Grantor acknowledges as of the date of this instrument the easement area is undeveloped upland forested with tropical hardwood hammock vegetation with no clearing, development, or structures of any kind.
4. *Restraints imposed by the conservation easement.*

The conservation easement granted by this instrument prohibits the following within the 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) Removal or destruction of trees, shrubs, or other vegetation except non-native vegetation whose removal is authorized 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 predominately in its natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; specifically no suffering, permitting, or allowing invasive exotic species of animals or plants to exist.

g) Acts or uses detrimental to such retention of land or water areas.

h) Transfer of development rights to or from the easement area.

5. *Terms and persons bound.*

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.


No modification of this easement is binding unless evidenced in writing and signed by an authorized representative of the Grantee.

7. *Attorney's fees.*

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.


The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

9. *Limitation on Liability for Personal Injury or Injury to Property.*

The Grantor waives any rights the Grantor may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction of Grantee or an employee or agent of Grantee during the course of Grantee's activity related to this Grant of Easement. To the extent allowed by law, the Grantor is liable for and must fully defend, release, discharge, indemnify and hold harmless the Grantee, its officers and employees, agents and contractors, from and against any and all claims,
demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the Grantor's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the Grantee. Grantor and Grantee do not waive any of their sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

10. Notice.

Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

IN WITNESS WHEREOF, Grantor grants the Conservation Easement above and executes this instrument on the date first above written.

Grantor: Islamorada, Village of Islands

By/ Ted Blackburn, Mayor

IN WITNESS WHEREOF, Grantee accepts the Conservation Easement granted above and executes this instrument.

Grantee: Monroe County Comprehensive Plan Land Authority

By/ Heather Carruthers, Chairman

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ___ day of March, 2014, by Ted Blackburn, Mayor of Islamorada, Village of Islands, Florida who is personally known to me or has produced __________________________ as identification.

SEAL

Signature of Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ___ day of April, 2014, by Heather Carruthers, Chairman of the Monroe County Comprehensive Plan Land Authority who is personally known to me or has produced __________________________ as identification.

SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

MONROE COUNTY
OFFICIAL RECORDS