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This document prepared by and return to:
Geri L. Waksler
McCrary Law Firm
150 Laishley Ct., Ste. 122
Punta Gorda, FL 33950
(941) 205-1122

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FIRST AMENDMENT TO CONSERVATION EASEMENT

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT is made this _____ day of _____, 2013, by UP THE CREEK PARTNERS, whose mailing address is 8001, Weyers Court, Englewood, FL 34224 and RISKALL, LLC, a Florida limited liability company whose mailing address is 8017 Weyers Court, Englewood, FL 34224, Mary E. and Michael Sprague, whose mailing address is 8017 Weyers Court, Englewood, FL 34224, Loretta L. and Gregory F. Weyers, Trustees, whose mailing address is 8001 Weyers Court, Englewood, FL 34224 and Ronny David and Elke Schnell, whose mailing address is P.O. Box 5316, Englewood, FL 34224 (Collectively "Grantor"), in favor of CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, FL 33948 ("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 "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

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WITNESSETH

WHEREAS, Grantor's predecessor in interest, UP THE CREEK PARTNERS AND RISKALL, LLC previously conveyed a perpetual conservation easement in favor of the Grantee, which conservation easement was executed on October 18, 2005, and recorded in the Official Records of Charlotte County on November 15, 2005, at O.R. Book 2847, Page 1120 (Easement"); and

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WHEREAS, the Grantor desires to clarify the rights of the Grantor with regard to mangrove trimming on the property subject to the Easement; and

WHEREAS, Grantor and Grantee have agreed to amend the Easement.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the parties hereby covenant and agree as follows:

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1. Paragraph 2.c. of the Easement is hereby deleted and replaced in its entirety by the following:

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic nuisance vegetation. Grantor may trim mangroves subject to this conservation easement provided such trimming is authorized under the Florida Mangrove Trimming and Preservation Act (Act), Sections 403-9321 – 403.9333, Fla. Stat., as amended, either in accordance with the exemptions contained within the Act or by general permit and provided the trimming complies with the following requirements:

1) The trimming is supervised or conducted exclusively by a professional mangrove trimmer; and

2) No more than 65 percent of the mangroves along the shoreline which exceed 6 feet in pretrimmed height as measured from the substrate will be trimmed, and no mangrove will be trimmed so that the overall height of any mangrove is reduced to less than 6 feet as measured from the substrate; and

3) No herbicide or other chemical will be used for the purpose of removing leaves of a mangrove.

2. Other Provisions

a. The failure of this First Amendment to address a particular permit, condition, term or restriction does not relieve the Grantor of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions.

b. Grantor, Grantee or their successors or assigns may file an action for injunctive relief in the Circuit Court of Charlotte County to enforce the terms of this First Amendment.

c. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this First Amendment that are not contained in or incorporated into this First Amendment. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior written or oral representations or agreements.

d. If any provisions of this First Amendment are contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this First Amendment shall not be invalidated thereby and shall be given full force and effect.

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e. The parties agree that suits or actions at law arising from the provisions, performance or breach of this First Amendment shall initially be brought in Charlotte County, Florida, and no other jurisdiction. This First Amendment shall be construed and interpreted under the laws of the State of Florida.

f. This First Amendment shall not be construed more strictly against any party.

3. Amendment of First Amendment

This First Amendment may only be amended in writing by mutual consent of the parties or their successors in interest.

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4. Successors and Assigns

This First Amendment shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

5. Counterparts

This First Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one First Amendment.

IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment on the date first above written.

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(This section intentionally left blank)

Signed, sealed and delivered
In our presence as witnesses:

Andrew J. Frazer
Print Name: *Andrew Gelder*

Andrew Frazer
Print Name: *Andrew FRAZER*

Mary E. Sprague
Print Name: *Mary E. Sprague*

Michael Sprague
Print Name: *Michael Sprague*

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STATE OF *Florida*
COUNTY OF *Charlotte*

On this *10th* day of *April*, 2013, before me, the undersigned notary public, personally appeared *Mary E. Sprague*, who is personally known to me or who produced _____ as identification, who subscribed to the foregoing instrument and did not take an oath.

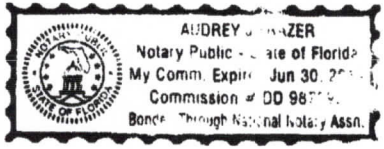
Notary Public, State of *Florida*

Audrey J. Frazer
Print Name: _____

My Commission expires: *6/30/2014*

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STATE OF *Florida*
COUNTY OF *Charlotte*



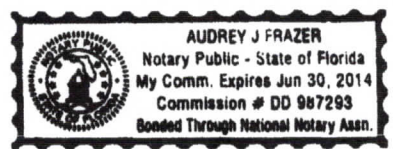
On this *10th* day of *April*, 2013, before me, the undersigned notary public, personally appeared *Michael Sprague*, who is personally known to me or who produced _____ as identification, who subscribed to the foregoing instrument and did not take an oath.

Notary Public, State of *Florida*

Audrey J. Frazer
Print Name: _____

My Commission expires: *6/30/2014*

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IN WITNESS WHEREOF, the parties have hereunto set their authorized hands on the date first above written.

Signed, sealed and delivered
In our presence as witnesses:

UP THE CREEK PARTNERS

[Signature]
Print Name: [Name]
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[Signature]
Print Name: [Name]

By: [Signature]
Mary E. Sprague as
Managing Partner

RISKALL, LLC

By: Risksome, LLC
Managing Member

By: [Signature]
Mary E. Sprague as
Managing Member

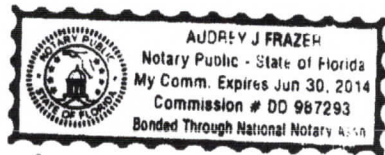
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STATE OF [State]
COUNTY OF [County]

On this 10th day of April, 2013, before me, the undersigned notary public, personally appeared, Mary E. Sprague, who is personally known to me or who produced [ID] as identification, who subscribed to the foregoing instrument and did not take an oath, as Managing Partner of Up the Creek Partners and as Managing Member of Risksome, LLC, as Managing Member of Riskall, LLC, on behalf of the partnership and the LLC.

Notary Public, State of [State]

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[Signature]
Print Name: [Name]

My Commission expires: 6/30/2014



Signed, sealed and delivered
In our presence as witnesses:

Audrey Frazer
Print Name: Audrey FRAZER

Tyler Griffin
Print Name: Tyler Griffin

Audrey Frazer
Print Name: Audrey FRAZER

Tyler Griffin
Print Name: Tyler Griffin

Loretta L. Weyers
Loretta L. Weyers, as Trustee of
the Gregory F. Weyers and
Loretta L. Weyers Revocable
Living Trust dated February 21,
2006

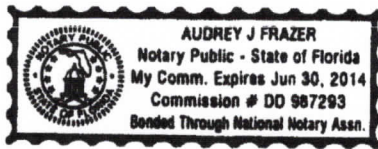
Gregory F. Weyers
Gregory F. Weyers, as Trustee of
the Gregory F. Weyers and
Loretta L. Weyers Revocable
Living Trust dated February 21,
2006

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STATE OF Florida
COUNTY OF Charlotte

On this 1st day of May, 2013, before me, the undersigned
notary public, personally appeared Loretta L. Weyers, as Trustee of the Gregory F.
Weyers and Loretta L. Weyers Revocable Living Trust dated February 21, 2006, who is
personally known to me or who produced Florida driver license as
identification, who subscribed to the foregoing instrument and did not take an oath.

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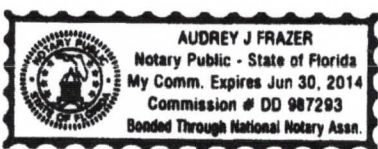
Notary Public, State of Florida
Audrey FRAZER
Print Name:

My Commission expires: 6/30/2014

STATE OF Florida
COUNTY OF Charlotte

On this 1st day of May, 2013, before me, the undersigned
notary public, personally appeared Gregory F. Weyers, as Trustee of the Gregory F.
Weyers and Loretta L. Weyers Revocable Living Trust dated February 21, 2006, who is
personally known to me or who produced Florida driver license as
identification, who subscribed to the foregoing instrument and did not take an oath.

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Notary Public, State of Florida
Audrey FRAZER
Print Name:

My Commission expires: 6.30.2014

Signed, sealed and delivered
In our presence as witnesses:

Ronny Schnell
Print Name: Ronny David Schnell
Elke Schnell
Print Name: Elke Schnell

STATE OF Florida
COUNTY OF Charlotte

On this 8th day of March, 2013, before me, the undersigned notary public, personally appeared Ronny David Schnell, who is personally known to me or who produced PASSPORT as identification, who subscribed to the foregoing instrument and did not take an oath.

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Notary Public, State of Florida
Laura L Fitzgerald
Print Name: Laura L Fitzgerald
My Commission expires: 10-29-14



STATE OF Florida
COUNTY OF Charlotte

On this 8th day of March, 2013, before me, the undersigned notary public, personally appeared Elke Schnell, who is personally known to me or who produced PASSPORT as identification, who subscribed to the foregoing instrument and did not take an oath.

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Notary Public, State of Florida
Laura L Fitzgerald
Print Name: Laura L Fitzgerald
My Commission expires: 10-29-14



This First Amendment is passed and duly adopted this 28th day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY



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By: Christopher G. Constance
Christopher G. Constance, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Michelle D. Berardino
Deputy Clerk
AGR 2013-023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

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Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR13-40

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