

**AGREEMENT FOR RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED**

THIS AGREEMENT FOR RELEASE OF CONSERVATION EASEMENT AND QUITCLAIM DEED (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "District", a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, SARASOTA COUNTY, a political subdivision of the State of Florida, having an address care of County Administrator, 1660 Ringling Boulevard, Second Floor, Sarasota, FL 34236, hereinafter referred to as the "County", and Mote Marine Laboratory, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Mote", having an address of 1600 Ken Thompson Parkway, Sarasota, FL 34236.

**WITNESSETH:**

WHEREAS, the District issued Permit No. 43025469.016 (Permit) to the County and Sarasota Assoc. A-I, B-II, C-III, D-IV, E-V, LLC., for the Sarasota Interstate Park of Commerce (SIPOC), pond modification project (Project); and

WHEREAS, the Permit authorized mitigation for the Project including exotic/nuisance plant species removal, hydrologic enhancements, wetland creation, enhancement plantings and monitoring, maintenance, and conveyance of a Conservation Easement; and

WHEREAS, Mote is constructing, pursuant to contractual agreements with the County, a Science and Education Aquarium (SEA) on property now owned by the County but to be owned or leased by Mote, and this construction will necessitate changes to the property subject to the Permit, which is and will be owned by the County; and

WHEREAS, the mitigation to be provided by Mote for SEA will fully offset all of the Permit impacts authorized to date without the inclusion of the Conservation Easement, a copy of which is attached and incorporated herein as Exhibit "1"; and

WHEREAS, Mote ~~has and the County have~~ requested the District to release the Conservation Easement and the County has authorized Mote to make the request; and

WHEREAS, the Conservation Easement may be released to the County as the underlying fee owner; and

WHEREAS, the District is amenable to releasing the Conservation Easement.

**NOW THEREFORE**, the District, the County and Mote, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. The District will approve and execute the Release of Conservation Easement and Quitclaim Deed attached and incorporated herein as Exhibit 2 at the District's June 22, 2021 Governing Board Meeting.

2. Mote will provide to the District, within twelve (12) months of Mote recording the Release of Conservation Easement and Quitclaim Deed, a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, in exchange for the Release of Conservation Easement and Quitclaim Deed.

3. If Mote fails to provide or tender the District with a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, within twelve (12) months of Mote ~~or the County~~ recording the Release of Conservation Easement and Quitclaim Deed, then the District's sole remedy is as follows:

(a) Mote will pay the value of the Conservation Easement, determined as of June 22, 2021.

(b) If Mote and the District disagree as to the value of the Conservation Easement or the property subject to it, or if Mote and the District disagree as to the value of a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, the issue of valuation will be initially resolved by an appraisal performed by the following appraiser (Initial Appraiser):

Robert Fletcher, MAI / CCIM / AICP  
Bass Fletcher & Associates, Inc.  
1953 Eighth Street  
Sarasota, FL 34236

The cost of the appraisal by the Initial Appraiser will be shared equally by the District and Mote. If either Mote or the District disagrees with the appraisal by the Initial Appraiser, it may have at its expense, another appraisal performed by an equally qualified appraiser (Second Appraiser). If the valuation in the appraisal performed by the Second Appraiser does not differ by more than 10% from the valuation in the appraisal performed by the Initial Appraiser, the final valuation will be the average of the two valuations. If the valuation in the appraisal performed by the Second Appraiser differs by more than 10% from the valuation in the appraisal performed by the Initial Appraiser, and the District and Mote cannot resolve the differences, the Initial Appraiser and the Second Appraiser will recommend a similarly qualified appraiser to perform a third appraisal (Third Appraiser). The cost of the appraisal by the Third Appraiser will be shared equally by the District and Mote. The final valuation will be the average of the valuations of the three appraisals.

4. The District will not unreasonably withhold its approval of a new conservation easement or a land exchange that is environmentally equivalent to the Conservation Easement, or participation in a District land purchase for acreage that would provide an environmental equivalent to the Conservation Easement, in exchange for the Release of Conservation Easement and Quitclaim Deed.

5. The property provided by the new conservation easement or land exchange must be environmentally equivalent to the Conservation Easement, or the property provided by participation in a District land purchase must be for acreage that would provide an environmental equivalent to the Conservation Easement. However, the property provided by the new conservation easement, land exchange or participation in a District land purchase is not required to be in the Sarasota Basin.

6. The property provided by the new conservation easement, land exchange or participation in District land purchase, provided in exchange for the Release of Conservation Easement and Quitclaim Deed, may be located anywhere in the Southwest Florida Water Management District area.

7. The time limits set forth in this Agreement may be extended upon written consent of both parties.

8. The following documents are attached and made a part of this Agreement:

EXHIBIT 1: Conservation Easement

EXHIBIT 2: Release of Conservation Easement and Quitclaim Deed

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, each Party, or its lawful representative, has executed this Agreement on the date set forth next to its signature below.

**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Kelly S. Rice, Chairman

Attest: \_\_\_\_\_  
Rebecca Smith, Secretary

Date: \_\_\_\_\_

(seal)

**MOTE MARINE LABORATORY, INC.**

By: \_\_\_\_\_  
Michael P. Crosby, PhD, Pres. and  
CEO

Date: \_\_\_\_\_

**SARASOTA COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Alan Maiolo, Chairman County Administrator

Approved as to form and correctness.

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_