

NOTARIA PUBLICA DEL BUFETE

Lcdo. Feliberto Ramírez Toro

ABOGADO Y NOTARIO

CALLE SAN LORENZO NUM. 2
APARTADO 93
HORMIGUEROS, PUERTO RICO 00660
TEL. (787) 849-1788
FAX (787) 849-1760
EMAIL: arbufete@hotmail.com

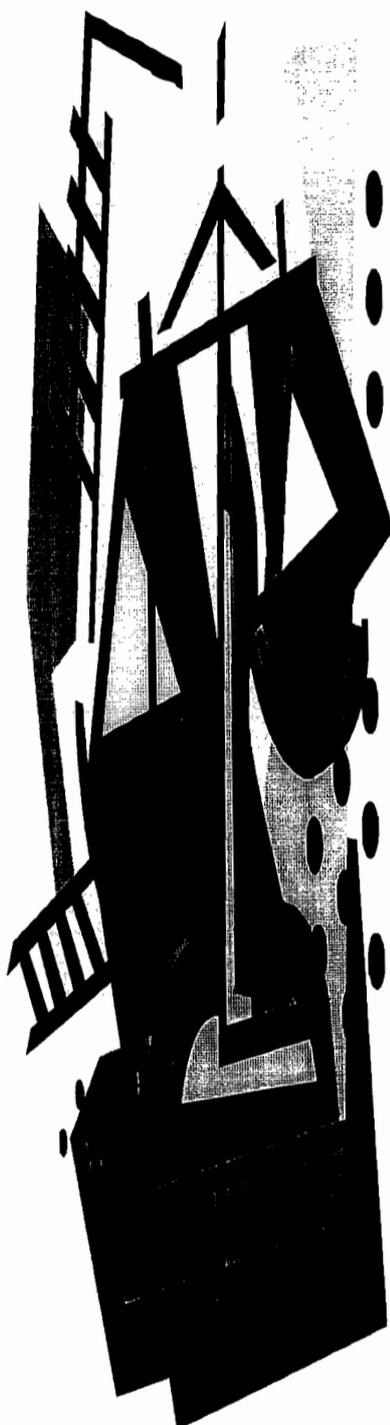
ESCRITURA NUMERO: 30

**SOBRE: VOLUNTARY CONSERVATION
EASEMENT**

**POR: MAYAGÜEZ CONSERVATION
EASEMENT CORP.**

En LAJAS, PUERTO RICO

17 de julio de 2014



OK
5/26/14
* N/A

I hereby certify that on this same date I issued the First Certified Copy of this deed on behalf of MAYAGUEZ CONSERVATION EASEMENT CORP. I Attest. -----

NOTARY PUBLIC

**DEED NUMBER THIRTY (30)
VOLUNTARY CONSERVATION EASEMENT**

-----At Lajas, Puerto Rico, this seventeen (17) day of July two thousands fourteen (2014). -----

----- **BEFORE ME** -----

-----**FELIBERTO RAMIREZ TORO**, lawyer and notary with office at 93 San Lorenzo Street Hormigueros, Puerto Rico and resident of San German Puerto Rico. -----

-----**PERSONALLY APPEARS** -----

---As the only part; **MAYAGUEZ CONSERVATION EASEMENT CORP.** with identification number 66-074-6985, a corporation organized and existing in accordance with the Laws of the Commonwealth of Puerto Rico, with principal office at Lajas, Puerto Rico, *represented by its President, MAGDA MERCADO SANTANA* of legal age, married with Edison Lluch García, proprietor, having an address of *1 Calle 65 Inf. Norte, Suite #2, Lajas, Puerto Rico 00667 hereinafter named as the "Grantor"*. 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). The authority of **MAGDA MERCADO SANTANA** represent the corporation is evidenced by a corporate certification executed by the secretary of the corporation **ELYNNETTE PEREZ LARACUENTE**, of legal age, single, proprietor and resident of Lajas, Puerto Rico, this day, before the subscribing notary with affidavit number seventeen thousands two hundred one (17,201). -----



M.M.S.

I the notary give faith that I personally know the appearing part, and by his information and my belief, I give faith of his legal age, status and resident. The appearing part assures to me that he has the legal capacity and qualifications and having them to the best of my knowledge, and belief herein, the grantor; -----

----- **EXPOSE AND WITNESSETH:** -----

----- **FIRST;** -----

WHEREAS, Grantor is the sole owner in fee simple title of certain lands situate in Sabalos Ward Mayagüez, Puerto Rico, more particularly described forward in this deed, and; -----

WHEREAS, Permit No. SAJ-1989-00627 (NW-EWG) of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Permit") authorize certain activities which affect waters in or of the Commonwealth of Puerto Rico, and waters of the United States; and; -----

WHEREAS, the permit require that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the Corps; and -----

WHEREAS, Grantor, in consideration of the issuance of the permit to construct and operate the permitted activity, and as an inducement to the Corps to issue the Permit, is willing to grant a perpetual Conservation Easement. -----

-----**SECOND**; -----

NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, **Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement upon the property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.** -----

PROPERTY DESCRIPTION; -----

---**REMANENT**; Lot of land located at Sabalos Ward of the Mayagüez municipality, with a superficial area of 1.99729 ACRES, equivalent to eight thousands eighty two point seventy six (8,082.76) SQUARE METERS. Contiguous by its NORTH boundary, with Sanchez Pesante succession; by its SOUTH boundary, with lot of land owned by Office Park, Inc.; by its EAST boundary, with the right of way of the Hiram D. Cabassa Avenue, and with Sanchez Pesante succession; and by the WEST, Puerto Rico number two (2) road. ---

---This property is the remanent of property number thirty five thousands eight hundred thirty nine (35,839) of the Public Register of Mayagüez, book number one thousand one hundred sixty three(1,163), page number twenty five (25). -----

----- **TITLES** -----



MMS.

-----Grantor is the owner of the property and it was acquired by Deed number twenty nine (29), dated July, eighteen, two thousand fourteen (2014), subscribed before public notary Feliberto Ramírez Toro. -----

---**THIRD;**-----

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

----- 1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland areas that are to be restored, enhanced, or created pursuant to the Permits shall be retained and maintained in the restored, enhanced, or created condition required by the Permit. -----

----- 2. **Rights of the US Army Corps of Engineers:** To carry out this purpose, the following rights are conveyed to the Corps by this easement:-----

----- a. The right to take action to preserve and protect the environmental value of the Property; and-----

----- b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use; -

----- c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and-----

----- d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth. -----

----- 3. **Prohibited Uses:** Except for restoration, creation,



MMS

enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited on the Property:

---- 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 as may be permitted by the Permit, and except for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by the Corps; -----

---- d. Planting of nuisance, exotic, or non-native plants as listed The Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico, or its successor; -----

---- e. Exploration for oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface, except as may be permitted or required by the Permit; -----

---- f. Surface use except for purposes that permit the land or water area to remain in its natural condition; -----

---- g. 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, and fencing, except as permitted or required by the Permit; -----

---- h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; -----

---- i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance. -----

---- 4. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property



FRS

that are not prohibited herein and which are not inconsistent with any Corps rule, criteria, permit, or the intent and purposes of this Conservation Easement. -----

---- 5. **Public Access:** No right or access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor further covenants not to convey any right or allow access to the general public to any portion of the Property. ---

---- 6. **Liability:** Grantor shall be responsible for any costs or liabilities related to the operation, upkeep, and/or maintenance of the Property consistent with the purpose of this Conservation Easement. Grantor will assume all liability for any injury or damage to the person or property of third parties, which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold the Corps liable for any damage or injury that may occur on the Property. -----

---- 7. **Real Property Taxes:** Grantor shall pay any and all real property taxes and assessments levied by competent taxing authority on the Property. -----

---- 8. **Hazardous Waste:** Grantor covenants and represents that no hazardous substances or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks on the Property. -----

---- 9. **Enforcement Discretion:** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of the Corps, and any forbearance on behalf of the Corps to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. -----

---- 10. **Venue and Enforcement Costs:** Venue to enforce the terms of this Conservation Easement shall be in the Federal District Court for the District of Puerto Rico. Any costs incurred in



MMS

enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings, except that such costs shall not be recoverable against the Corps. In addition, if the Corps prevail in an enforcement action, the Corps shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the Permits. -----

---- **11. Recording in Land Records:** Grantor shall record this Conservation Easement in the official records property registry corresponding to where conservation easement is located. Grantor shall pay all recording costs and taxes necessary at any time to record this Conservation Easement in the public records. -----

---- **12. Assignment of Rights:** Grantor shall hold this Conservation Easement exclusively for conservation purposes. Grantor will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws, including the Commonwealth of PR Conservation Easement Act of 27 December 2001, law #183, as amended by law # 138 of 4 June 2004 and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantor shall notify the Corps of its intention to assign to a Grantee and said Grantee shall notify the Corps in writing of any intention to reassign this Conservation Easement to a new grantee and the Corps must accept the assignment in writing. The new grantee shall then deliver a written acceptance to the Corps. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument must be furnished to the Corps. Failure



MMS

to comply with the assignment procedure herein stated shall result in invalidity of the assignment. -----

----- 13. **Transfer of Ownership:** 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 Property. Grantor shall provide a photocopy of the recorded Conservation Easement to the new owner to the Department and Corps, together with the requisite notice of permit transfer. -----

----- 14. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. -----

----- 15. **Notices:** 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. -----

-----16. **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. -----

----- 17. **Alteration or Revocation:** 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. -----

----- 18. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws the Commonwealth of Puerto Rico. -----

-----**FOURTH:** -----

----- **TO HAVE AND TO HOLD** unto Grantor forever. The



MMS

covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property. -----

-----**FIFTH:**-----

----- **GRANTOR FURTHER COVENANTS** that Grantor is lawful owner of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that no mortgages or other liens exist; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever. -----

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this eighteen (18) day of July, two thousand fourteen (2014).-----



YLS

-----**ACCEPTANCE**-----

-----The grantor accept this Deed as drafted because it has been drawn up in accordance with his stipulations, terms and conditions. I, the Notary, made to grantor parties the necessary legal warnings concerning the execution of this Deed to all of which they were fully advised by me thereon. -----

---Grantor waived the right which I advised him that he had to have witnesses to the execution of this Deed; but, upon my advice, made use of their right to read the same, after having acknowledged that they can read in, and understand the English language, and finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, proceed to sign it before me and to affix their initials on each page of the same.

IN WITNESS WHEREOF, the Grantor has executed this

Conservation Easement this eighteen (18) day of July two thousand
fourteen (2014). -----

To all of which, as well as to everything contained or related in this
Deed, I, the Notary, CERTIFY AND ATTEST. -----

MAYAGUEZ CONSERVATION EASEMENT CORP.,

Magda Mercado Santana

Magda Mercado Santana



[Handwritten signature]

MMS.