**Conservation Easement Template**

**Return recorded original to:**

**\_\_\_\_\_\_\_\_ Service Office**

**Southwest Florida Water Management District**

**Street Address**

**City, State Zip Code**

Prepared by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is given this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Grantor”), to the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having a mailing address at 2379 Broad Street (U.S. Highway 41 South), Brooksville, Florida 34604-6899 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Florida, more specifically described in Exhibit A of attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, Grantor desires to construct (“Project”) at a site in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, which is subject to the regulatory jurisdiction of Grantee; and

WHEREAS, Southwest Florida Water Management District Permit No. \_\_\_\_\_\_\_\_\_\_\_\_ ("Permit") authorizes certain activities that affect waters in the State of Florida; and

WHEREAS, the Permit requires that Grantor mitigate certain adverse impacts to wetlands or other surface waters which are subject to Grantee's regulatory jurisdiction; and WHEREAS, Grantor proposes to preserve, enhance, or restore wetlands or uplands as mitigation for the impacts authorized by the Permit; and

WHEREAS, in consideration of the consent granted by the Permit, Grantor agrees to grant and secure to Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the Property.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

b. Dumping or placing soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

c. Removing, trimming or destroying trees, shrubs, or other vegetation, except for removal of nuisance or exotic vegetation in accordance with a plan approved by Grantee;

d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances;

e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural 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, dredging and fencing;

g. Acts or uses detrimental to such retention or maintenance of land or water areas in a natural state; and

h. 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.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

b. To proceed at law or in equity to enforce the provisions 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 areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.

5. Grantor's Property Maintenance. Grantor agrees to maintain the Property in the state and condition in which it exists as of the date of the execution of this Conservation Easement. Removal of nuisance or exotic plant or animal species is not prohibited by the Conservation Easement, if performed in accordance with a plan approved by Grantee, and the methods used do not impair the ecological integrity of the Conservation Easement. Grantor shall bear all costs related to the operation, upkeep or maintenance of the Property.

6. Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges, of whatever description, levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of this Easement (collectively "Taxes") and shall furnish Grantee with satisfactory evidence of payment upon request.

7. Public Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

8. Grantee's Discretion. Grantee may enforce the terms of this conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Grantee's Liability. Grantor assumes all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property that may occur on the Property.

10. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

11. Recordation. Grantor shall record this Conservation Easement and any amendments hereto in a timely fashion in the Official Records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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.

12. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement and any subsequent amendments 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.

13. Assignment. Grantee shall not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under applicable state laws.

14. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their respective personal representatives, heirs, successors, and assigns. Any such written agreement shall be timely recorded in the Official Records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Florida.

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, and addressed to the appropriate party or successor.

16. Subsequent Conveyance. Grantor shall reference the terms and conditions of this Conservation Easement by Official Book and Page Number in any subsequent deed or other conveyance by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor’s interest in the Property must be notified of this Conservation Easement in writing by the Grantor. Grantor further agrees to provide Grantee written notice of any transfer of their interest in the Property (at least twenty (20) days prior to such transfer or within thirty (30) days of such transfer). Grantor’s failure to comply with any of the foregoing does not impair the validity of this Conservation Easement or Grantee’s ability to enforce its provisions in any way.

17. Severability. If any provision of this Conservation Easement is determined to be invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered

in our presence as witnesses:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness Print Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed/Typed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed/Typed Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , who did not take an oath.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Public, State of Florida at Large

My Commission Expires:

Commission No.

Personally known \_\_\_\_\_\_\_\_ OR produced identification \_\_\_\_\_\_\_\_. Identification produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.