

Document Prepared by:
Name: _____
Address: _____

Parcel Identification Number:

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF CHARLOTTE

WHEREAS, _____ are the owners in fee of certain real property in Charlotte County, Florida, which has natural resource value in its present state; and

WHEREAS, the property contains _____ acres of undeveloped land in a residentially zoned district which provides desirable open space in a natural vegetative and hydrologic condition; and

WHEREAS, Charlotte County, Florida, (the "County") desires to preserve undeveloped land and open space in residential areas in order to protect the aesthetic and natural resources of the County through non-regulatory means and thereby reduce the burdens placed on state and local governments by unchecked development by reducing the cost of those public services associated with development such as emergency medical services and police and fire protection; and

WHEREAS, the County seeks to foster the conservation of the County's open space and natural resources through planning, regulation, land acquisition and incentive programs;

KNOW ALL PERSONS BY THESE PRESENTS that _____, on behalf of _____ self/selves and _____ successors and assigns (hereinafter "Grantor"), pursuant to Section 704.06, Florida Statutes, or its successor statute, and in consideration of the removal of, or a reduction in, the Equivalent Residential Unit (ERU) count assigned to the subject property for street and drainage, waterways, storm water utilities and fire benefit unit assessment purposes by the Grantee of these non-ad valorem MSBU assessments, relative to the herein described property, and other valuable consideration paid to Grantor in full satisfaction, duly executed by the parties hereto, does hereby grant, sell, convey and confirm unto Charlotte County, Florida, a political subdivision of the State of Florida, with its principal offices located at 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (herein "Grantee"), a perpetual Conservation Easement in and over the real property in Charlotte County, Florida, more particularly described as follows:

("Attach Legal Description and Sketch of the Property

prepared by a licensed Florida Professional Surveyor and Mapper”)

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

The purpose and intent of this Conservation Easement is to assure that the subject lands will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of the execution of this Conservation Easement.

The following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species identified by Grantee;
4. Excavation, dredging or removal of sand, loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

The property subject to this agreement shall not be subdivided or conveyed in separate parcels without the prior written permission of the Grantee.

Grantee or its authorized representatives are entitled to inspect the above-described land to ensure compliance with the terms of this Conservation Easement.

The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the Circuit Court of Charlotte County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover from the Grantor or his/her successors and assigns the cost of restoring the land to the natural vegetative and hydrologic condition required by this Conservation Easement, along with the attorneys fees and costs associated with such enforcement action. These remedies are in addition to any other remedy, fine or penalty which may be available to Grantee under Chapter 403, Florida Statutes, or its successor statute.

Any forbearance on behalf of Grantee to exercise its rights in the event of the failure of Grantor to comply with the terms and conditions of this Conservation Easement shall not be deemed or construed to be a waiver of Grantee's rights in the event of any subsequent failure of the Grantor to comply.

This Conservation Easement is enforceable by Grantee or any of its successors or assigns by any and all remedies at law or in equity.

This Conservation Easement runs with the land and is binding upon and enforceable against the Grantor's successors and assigns.

Upon request by Grantor, Grantee may release this Conservation Easement, and if such request is granted, the release shall be made to the Grantor upon payment of any deferred tax liability pursuant to Section 193.501, Florida Statutes, and upon payment of any street and drainage, storm water utilities, waterways and fire benefit unit non-ad valorem assessments which were deferred during the time this conservation easement was in effect, plus accrued interest at the rate provided for deferred tax payments under Chapter 197, Florida Statutes.

IN WITNESS WHEREOF, we set our hands this ____ day of _____, _____.

GRANTOR(S)

In the presence of:

Witness

Print Name:

Witness

Print Name

Grantor Signature

Print Name:

Grantor Signature

Print Name

The foregoing document was acknowledged before me this ____ day of _____, _____, by _____, who personally appeared before me and who is personally known to me or who has produced _____ No. _____ as identification and who did (did not) take an oath.

My Commission Expires:

Notary Public

Printed Name of Notary