

Parcel Identification Number:

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this _____ day of _____, 20____ by _____ whose mailing address is _____ (“Grantor”) to 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.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Charlotte County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein (“Property”), 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.

NOW THEREFORE, in consideration of, and as an inducement to, Grantee removing or reducing the Equivalent Residential Unit (ERU) count assigned to the Property for street and drainage, stormwater utilities, waterways 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, the sufficiency and receipt of which is hereby acknowledged, Grantor does hereby grant, convey, create and establish a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

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

follows:

1. It is the purpose of this conservation easement to retain land or water areas predominantly in their natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times and with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use.

c. Grantee may enforce the terms of this Conservation Easement. If 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. 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

2. The following activities are prohibited on the Property subject to this Conservation Easement:

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

b. Dumping or placing of soil or other substances 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; with exception of nuisance and exotic plant species identified by Grantee;

d. Excavation, dredging or removal of sand, loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

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;

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

h. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

4. The County shall not be responsible for the costs or liabilities related to the operation, upkeep or maintenance of the Property.

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

6. The Grantor is required to remove all exotic species and manage the property to prevent reestablishment of exotics.

7. 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 attorney's 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.

8. 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, stormwater 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.

9. 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 this conservation easement is preserved.

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

GRANTOR(S)

Signed, sealed and delivered
In our presence as witnesses:

Witness
Print Name: _____

Witness
Print Name: _____

State of _____
County of _____

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 _____ as identification and
_____ who did (did not) take an oath.

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary

GRANTEE:
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
_____, Chair

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

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney