

This Instrument To Be Returned to
Linda R. Hudson
Deputy City Attorney
City of Tallahassee
300 South Adams Street, Box A-5
Tallahassee, FL 32301

Parcel No. _____

(Insert Title Here – based on Information Sheet)

CONSERVATION EASEMENT

With or Without A Management Plan

(Project Name)

This conservation easement is given this _____ day of _____, 20____, by _____, a _____, whose address is _____, _____, (“Grantor”) to the CITY OF TALLAHASSEE, 300 South Adams Street, Tallahassee, Florida 32301 (“Grantee”).

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in the City of Tallahassee, Leon County, Florida, hereinafter referred to as the "Property" more specifically described in Composite Exhibit "A" attached hereto and incorporated herein by this reference and has the full right and authority to grant this easement; and

WHEREAS, Chapter 5 - Environmental Management, of the City of Tallahassee Land Development Code, as amended, requires a conservation easement for certain on-site areas of a development to ensure that such areas will be protected and preserved; and

WHEREAS, the Grantor is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2001), over the Property.

NOW THEREFORE, the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, creates and establishes a perpetual conservation easement upon the Property described in Composite Exhibit "A," which shall run with the land and be binding on the Grantor, its heirs, successors and assigns. Grantor acknowledges that this conservation easement is conveyed in connection with approval of a land development project known as _____.

The scope, nature and character of this conservation easement shall be as follows:

1. It is the purpose and intent of this conservation easement to provide:
 - a. A conservation area consisting of the lands described in Composite Exhibit "A" where the processes of natural vegetation succession are allowed to proceed with an approved management plan on file in the City of Tallahassee’s Growth

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Management Department or without a management plan to produce a natural community consisting of trees, shrubs, understory vegetation, and other herbaceous vegetation with the land left undisturbed;

- b. When Wetlands, Floodplain, Floodways or Flood Exclusion Zone Area exist as part of the conservation easement; to allow the Grantee to periodically inundate the portion of the property identified as wetlands, floodplain, floodway or flood exclusion zone on the attached Exhibit "A" Map with surface waters and flood waters as each may occur; and
- c. When Wetlands are identified on the Exhibit "A" Map, to ensure that the portions of the property identified as wetlands will be retained and maintained forever in their existing, natural, vegetative, and hydrologic condition.

2. Except for such specific activities as authorized by the City of Tallahassee, 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 on, under, or 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, groundcover or other vegetation; with the exception of noxious or invasive plants, such as, poison ivy, briars, thorny vines, etc and as may be required to maintain the conservation area in accordance with its management plan;
- d. Excavation, dredging, or removing loam, peat, gravel, soil, rock or other material substance in such manner as to affect or disturb the surface of the ground;
- 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; and
- g. Acts or uses detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

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

5. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

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6. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

8. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or constructed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

9. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

10. 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 and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

11. 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.

12. Grantor agrees that the terms, conditions, restrictions and purposes of this conservation easement shall be recorded in the Official Records of Leon County, Florida, and shall be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property; and shall run with the land and be binding on the Grantor, its successors, and assigns.

13. This Conservation Easement shall not be amended, waived or discharged, except by instrument in writing executed by Grantor and Grantee (or their respective successors and assigns) and which written document shall be recorded in the public records of Leon County, Florida.

14. The City, pursuant to the Environmental Management Ordinance and other applicable provisions of the City Code and Florida Statutes, shall enforce the terms of this conservation easement.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding

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not only upon Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

Signed, sealed and delivered in the presence of:

1st Witness

Witness Print Name

By: _____

Title: _____

2nd Witness

Witness Print Name

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____, who is known to me personally or, who produced _____ as identification.

Notary Public State of Florida

Approved as to form:

Print Name

Title