

Prepared by:

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\_\_\_\_\_  
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**Return recorded original to:**  
**Office of General Counsel**  
**St. Johns River Water Management District**  
**4049 Reid Street**  
**Palatka, FL 32177**

**CONSERVATION EASEMENT**  
(for use with Corp Permits)

THIS CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_,  
201\_ by \_\_\_\_\_ having an address at \_\_\_\_\_  
("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a  
public body existing under Chapter 373, Florida Statutes, having a mailing address at  
4049 Reid Street, Palatka, Florida 32177 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in  
\_\_\_\_\_ County, Florida, more particularly described in Exhibit "A" attached hereto  
and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit  
#\_\_\_\_\_ issued by Grantee, solely to off-set adverse impacts to natural  
resources, fish and wildlife, and wetland functions;

WHEREAS, the U.S. Army Corps of Engineers Permit No. \_\_\_\_\_  
(Corps Permit) authorizes certain activities in the waters of the United States and

requires this site protection instrument over the lands identified in Exhibit "A" as mitigation for such activities; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity.

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 of the nature and character and 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.

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) Construction 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.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a 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 of land or water areas.

(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 expressly 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.

(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 require the restoration of areas or features of

the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

(a) The right to take action to preserve and protect the environmental value of the Property;

(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 or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

(d) The right to enforce this Conservation Easement by injunction or 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 the right to require Grantor, or its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter,

release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

6. 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.

7. Grantee's Liability. 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 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 which may occur on the Property.

8. 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 or to persons resulting from such causes.

9. Recordation. Grantor shall record this Conservation Easement in 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. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. 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.

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:

GRANTOR:

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed 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:  
\_\_\_\_\_

Serial No. \_\_\_\_\_  
Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_. Identification  
produced \_\_\_\_\_.

## CONSENT AND JOINDER OF MORTGAGEE

The undersigned, \_\_\_\_\_ (mortgagee), the mortgagee under that certain \_\_\_\_\_ (title of mortgage document) dated \_\_\_\_\_ and recorded at Official Records Book \_\_\_\_, page \_\_\_\_, of \_\_\_\_\_ County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Conservation Easement) to the Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Witnesses:

Mortgagee

\_\_\_\_\_  
Name: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_  
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:

\_\_\_\_\_

Serial No. \_\_\_\_\_

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



## **EXHIBIT A**

legal description