

**THIS INSTRUMENT PREPARED BY & RETURN TO:
NAME:**

ADDRESS:

PARCEL I.D. #

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT given this _____ day of _____, 20____, by [Name of Grantor] _____ (hereinafter [short name] _____), as Grantor, whose address is [address of Grantor] _____, to Collier County, Florida, a political subdivision of the State of Florida (hereinafter "Collier County" or "Grantee"). Grantor and Grantee may hereafter be collectively referred to as the "parties."

WHEREAS, [Grantor] _____ is the owner of that certain tract of land located in Collier County, Florida described in Exhibit "A" [include a Plat Book and Page reference in Exhibit "A"] attached hereto (hereinafter referred to as the "property"); and

WHEREAS, Collier County is requiring that this Conservation Easement ("Easement") be entered into and recorded in the land records of Collier County to bind [Grantor] _____; and

WHEREAS, the parties wish to establish their respective rights and responsibilities relative to the use and maintenance of the conservation area described in the attached Composite Exhibit "B" (the Easement Property).

NOW, THEREFORE, Grantor hereby conveys a Conservation Easement to Collier County as follows:

1. [Grantor] _____, its successors, heirs, assigns and/or transferees, hereby grants a non-exclusive easement to Collier County over and across the property described as Exhibit "B" for the purpose of conservation. Collier County shall have no responsibility for maintenance of the conservation easement.

2. No buildings, structures or impediments of any nature may be constructed, placed or permitted on, over or across the Easement Property. No dumping or placing of soil or other substances such as trash or unsightly or offensive materials shall be permitted on the Easement Property. There shall be no removal or destruction of trees, shrubs or other vegetation with the exception of exotic/nuisance vegetation removal. Excavation, dredging or removal of soil material, peat, rock or other material substance in such a manner as to affect the surface shall be prohibited on the Easement Property. No dikes or fencing shall be permitted on the Easement Property. There shall be no other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation permitted on the Easement Property. The Easement Property shall be in no way altered from its natural or permitted state. The following exceptions apply:

a. Archaeological surveys or excavations are permissible for areas designated as archaeological sites by the State or Federal governments or by Grantee; or

b. Uses as permitted by Section 3.05.07.H of the Collier County Land Development Code. In accordance with LDC Section 3.05.07.H.1.d, oil extraction and related processing operations are uses which are exempt from the restrictions herein and shall remain allowed uses on the lands described herein, provided it is an allowable use in the underlying zoning district.

3. [Grantor] _____, its heirs, successors or assigns shall bear the responsibility for maintaining the Easement Property, including, but not limited to, regular maintenance as may be required by any governmental agency having jurisdiction relative thereto. The Easement Property shall at all times be maintained in accordance with applicable requirements of the Collier County Land Development Code.

4. No right of access by the general public to any part of the Easement Property is being conveyed. Collier County shall have the right to access and use of the Easement property for the purpose of making inspections; however, Collier County shall have no obligation to maintain the Easement Property, nor shall Collier County have the right to use the Easement Property for any purpose inconsistent with the terms of this Conservation Easement.

5. Grantor reserves all rights as owner of the Easement Property, including the right to engage in uses of the Easement Property that are not prohibited herein and which are not inconsistent with any County ordinance, regulation or development permit, and the intent and purposes of this Conservation Easement.

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

7. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the property.

8. 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.

9. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, successors or assigns, which shall be filed in the public records of Collier County.

10. This Conservation Easement shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of any portion of the Property and their successors and/or assigns, it being the intention of the Grantor that this Conservation Easement be perpetual.

11. If any provisions of the 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 the Conservation Easement is preserved.

12. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

13. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue of such enforcement actions shall lie exclusively in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the natural vegetative state required for a development permit. These remedies are in addition to any other remedy, fine or penalty, which may be applicable under Chapters 373 and 403, Florida Statutes.

IN WITNESS WHEREOF, Grantor has hereunder set its hand and seal the day and year first above written.

Sign, sealed and delivered in the presence of:

WITNESSES:

[NAME OF GRANTOR]

Printed Name:_____

Printed Name:_____

By:_____

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was subscribed, sworn and acknowledged before me this _____ day of _____, 20____, by [authorized signor of Grantor entity]_____, as [title] _____ for [entity]_____, and who is [] personally known to me or [] who produced _____ as identification.

NOTARY PUBLIC

Printed Name:_____

My Commission Expires:

Acceptance by Grantee:

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Deputy Clerk

_____, Chairperson

Approved as to form and
Legal sufficiency:

Heidi Ashton-Cicko
Assistant County Attorney

CP\11-ENS-00442\4