

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**DEED OF CONSERVATION EASEMENT**

Return Recorded document to:  
South Florida Water Management District  
3301 Gun Club Road, MSC 4210  
West Palm Beach, FL 33401

THIS DEED OF CONSERVATION EASEMENT is given this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Grantor") whose mailing address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
to the South Florida Water Management District ("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  
\_\_\_\_\_ County, Florida, and more specifically  
described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor has conducted activities at a site in  
\_\_\_\_\_ County, which are subject to the  
regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, under the District's regulatory authority, Grantor is required to  
preserve, enhance, restore and/or mitigate wetlands and/or upland systems within the  
Property; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a

perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the area described on Exhibit "B" ("Conservation Easement"), in consideration of the District's regulatory consent;

NOW, THEREFORE, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantee upon the property described in Exhibit "B" which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns (hereinafter "Grantor"), and shall remain in full force and effect forever

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

1. Recitals. The recitals hereinabove set forth are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

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

a. To enter upon the Property at reasonable times 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 any inconsistent activity or use.

3. Prohibitive Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the permit, the following activities are prohibited in or on the Property:

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

b. Dumping or placing of soil or other substance 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, except for the removal of exotic vegetation in accordance with a District approved maintenance

plan;

d. Excavation, dredging, or removal of 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 in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

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

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Property Taxes. Grantor shall keep the payment of taxes and assessments on the Easement Parcel current and shall not allow any lien on the Easement Parcel superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Easement Parcel which shall automatically relate back to the recording date of this Easement. Grantee may foreclose this lien on the Easement Parcel in the manner provided for mortgages on real property.

8. Enforcement. 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.



Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
(Print) (Print)

\_\_\_\_\_ a Florida corporation

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title:

STATE OF FLORIDA

) ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me, the undersigned notary public, personally appeared  
\_\_\_\_\_, the person who subscribed to the foregoing  
instrument, as the \_\_\_\_\_ (title), of  
\_\_\_\_\_ (corporation), a  
Florida corporation, and acknowledged that he/she executed the same on behalf of said  
corporation and the he/she was duly authorized to do so. He/She is personally known  
to me or has produced a \_\_\_\_\_ (state) driver's license as  
identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

My Commission Expires:

**MORTGAGEE JOINDER, CONSENT AND SUBORDINATION**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged,

\_\_\_\_\_,  
the owner and holder of a mortgage dated \_\_\_\_\_, in  
the original principal amount of \_\_\_\_\_, given by

\_\_\_\_\_  
(Grantor) to \_\_\_\_\_  
(Mortgagee), encumbering the real property described  
\_\_\_\_\_ on Exhibit "A" attached hereto ("Property"), which  
is recorded in Official Records Book \_\_\_\_\_, at  
Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents  
recorded in Official Records Book \_\_\_\_\_, at Page  
\_\_\_\_\_ and those certain UCC-1 Financing Statement(s) recorded in  
Official Records Book \_\_\_\_\_, at Page  
\_\_\_\_\_), all of the Public Records of  
\_\_\_\_\_ County, Florida (said  
mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as  
modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and  
subordinates the lien of its Mortgage, as it has been, and as it may be, modified,  
amended and assigned from time to time, to the foregoing Conservation Easement,  
executed by \_\_\_\_\_, in favor  
of the South Florida Water Management District applicable to the Property  
("Easement"), as said Easement may be modified, amended and assigned from time to  
time, with the intent that the Mortgage shall be subject and subordinate to the  
Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is  
made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature) (Mortgagee)

Name: \_\_\_\_\_  
(Print)

Title:



WITNESSES:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, as  
\_\_\_\_\_ of

\_\_\_\_\_  
(Mortgagee), \_\_\_\_\_,  
on behalf of the \_\_\_\_\_.  
He/She is personally known to me or has produced a \_\_\_\_\_  
driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

My Commission Expires:



**EXHIBIT A**

[DESCRIPTION OF PROPERTY]