

APPENDIX K: ANNOTATED MODEL COASTAL CONSERVATION EASEMENT

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This instrument prepared by and returned to:

DEED OF CONSERVATION EASEMENT

This GRANT OF CONSERVATION EASEMENT is made this _____ day of _____,¹
by _____² whose address is _____³
("Grantor") and _____⁴ a Florida not for profit corporation,
qualified to do business in the state of Florida, whose address is:
_____ ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors, and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and to the benefit of Grantor, Grantee, and their heirs, successors, and assigns.

RECITALS

- A. The state of Florida has approximately 825 miles of sandy coastline.
- B. Scientific investigations have demonstrated that marine turtles can nest along the entire coastline of the state.⁵
- C. Four species of Florida's nesting sea turtles - the Leatherback (*Dermochelys coriacea*), Green (*Chelonia mydas*), Hawksbill (*Eretmochelys imbricata*), and Kemp's Ridley (*Lepidochelys kemp*) - are federally listed as endangered. The Loggerhead (*Caretta caretta*) is federally listed as threatened.
- D. Anthropogenic activities including artificial lighting, landscape modification, and both terrestrial and marine pollution have been proven to negatively impact sea turtle nesting.
- E. The protection of Florida's sea turtles is a priority of the State of Florida as evidenced by Florida Statute §379.2431 which states that "a person, firm, or corporation may not knowingly possess, take, disturb, mutilate, destroy, cause to be destroyed, transfer, sell, offer to sell, molest, or harass any marine turtle species or hatchling, or parts thereof, or the eggs or nest of any marine turtle species..."
- F. Grantor is the sole owner in fee simple of certain real property located in _____⁶ County, Florida, more particularly described in Exhibit A ("Property").

¹ Date of the signing of the conservation easement
² Landowner's first and last name
³ Physical address of the Landowner
⁴ Name of the easement holder
⁵ F.A.C. 62B-55.003 Marine Turtle Nesting Areas (2017).
⁶ The county in which the Property is located

- ii. The Property contains intact portions of primary and secondary dune ecological communities, which are increasingly rare on Florida’s Gulf/Atlantic Coast due to excessive coastal development and erosion;¹⁰
- iii. The Property contains habitat suitable for the re-establishment and enhancement of threatened and endangered native species of coastal fauna including:¹¹
 - a)
- iv. The Property contains habitat suitable for the re-establishment and enhancement of rare and endangered species of native flora including:¹²
 - a)
- v. Development of the Property or certain uses of the Property would significantly impair that habitat that it contains and the ability of such habitat to support desirable species and ecological communities.

M. The Property is intended to qualify as “open space” as the phrase is used in Internal Revenue Code §107(h)(4)(A)(iii) preserved for the scenic enjoyment of the general public **OR** pursuant to a clearly delineated Federal, State, or local governmental conservation policy **AND** will yield a significant public benefit because:¹³

- i. The scenic value of beach and dune landscape such as that on the Property is an important factor in the local economy, drawing tourism and contributing to the value of properties in the surrounding area;¹⁴
- ii. Development of Gulf/ Atlantic coastal property has occurred at a rapid rate in _____ County and is expected to continue in the foreseeable future, and development of the Property would contribute to the degradation of the beach and dune landscape in _____ County;¹⁵
- iii. The Property is designated as a critically eroded beach by the Department of Environmental Protection, Division of Water Resource Management pursuant to Fla. Stat. §161.101.¹⁶
- iv. The Property is located in a Coastal High-Hazard Area pursuant to Fla. Stat. § 163.3178(2)(h) and the St. Johns County Comprehensive Plan Objective A.1.5 such that

¹⁰ This provision should be amended reflect the location of the Property (Atlantic coast or Gulf coast) and to contain the ecological communities located on the Property. Information about the classification of ecological communities can be found at: <http://fnai.org/naturalcommguide.cfm>.

¹¹ This provision should be included in situations in which the Property has potential for restoration. An expert in coastal natural resources would need to be consulted for input regarding specific species.

¹² *Id.*

¹³ 26 U.S.C. §107(h)(4)(A)(iii) outlines one of the designations of conservation purposes as “open space.” Under this subsection, the open space must be either I. “for the scenic enjoyment of the general public” or II. “pursuant to a clearly delineated Federal, State, or local governmental conservation policy” and (in addition to either I or II) will yield a significant public benefit. Either section I, section II, or both could be included in the coastal conservation easement. Scenic characteristics and local conservation policies will vary based on location, so these subsections should be drafted to reflect the circumstances of each individual property.

¹⁴ This provision is an example of a general provision that could be used to support the open space provision.

¹⁵ This is another example of a generally applicable provisions that could be included in area with high development pressure.

¹⁶ The Florida Department of Environmental Protection has been compiling information on coastal erosion around the state of Florida since 1989. Eroded beaches are classified as either non-critically eroded or critically eroded. The most recent report is broken down by county.

<https://www.dep.state.fl.us/beaches/publications/pdf/CriticalErosionReport.pdf>.

the County shall limit increases in population density within the Coastal High-Hazard Area.¹⁷

N. Grantor warrants to Grantee that:

- i. Grantor has not relied upon information or analysis furnished by Grantee with respect to either the availability, amount, or effect of a deduction, credit, or other benefit to Grantor under applicable law; or the value of the Conservation Easement or the Property;
- ii. Grantor has relied solely upon their own judgment or professional advice furnished by an appraiser, legal, financial, or accounting professional engaged by Grantor;
- iii. This Conservation Easement is not conditioned upon the availability or amount of a deduction, credit, or other benefit under applicable law.¹⁸

O. Grantor warrants to Grantee that the Property is, as of the date of signing, free and clear of all liens or, if it is not, the Grantor has obtained and recorded in the Public Records the legally binding subordination of the liens affecting the Property as of the date of signing.¹⁹

P. In accepting this grant, Grantee agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

Q. The facts that (i) certain uses of the Property which are expressly prohibited by the terms of this Easement may become more valuable economically than uses allowed by the terms of this Easement, or (ii) that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement, have been acknowledged and accepted by Grantor and Grantee and will not affect the enforceability of this Easement.

NOW THEREFORE, to achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including without limitation the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular Florida Statute §704.06, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity upon, over, under, and across the Property of the nature and character and to the extent hereinafter set forth ("Easement").

¹⁷ We recommend looking through the comprehensive plan for the county in which the Property is located to see if there are any land use classifications or restrictions that encourage or require the conservation of the Property or restrict development. This provision represents an example of such a provision.

¹⁸ During the course of negotiation and drafting, it is important to keep in mind that the attorney for the easement holder should not provide legal advice to the Property Owner since they are separate parties in a contractual transaction. The easement holder should advise the Property Owner to have the conservation easement reviewed by an attorney who specializes in conservation easements and tax deductions if they plan on pursuing one.

¹⁹ It is a standard practice of easement holders to ensure that mortgages and other liens are subordinated with regard to a conservation easement in order to ensure that the conservation easement will not be extinguished if the lien forecloses. Additionally, the subordination of prior interests is required under the Internal Revenue code for Property Owners that wish to seek a federal income tax deduction.

ARTICLE I. INCORPORATION OF RECITALS; DURATION OF EASEMENT

Grantor and Grantee agree the foregoing recitals are true and correct, and said parties incorporate the Recitals herein by reference. This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable as provided herein against Grantor, Grantor's personal representatives, heirs, successors, assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

The purpose of this Easement is to ensure that the Property's Beach-Dune System will be retained forever in its natural, scenic, and open space condition as a relatively undisturbed natural coastal area providing favorable sea turtle nesting habitat as well as habitat for other species of flora and fauna native to this region of Florida, and to manage and conserve the ecosystems guided by the following principles:

- A. Restoration, enhancement, and maintenance of the relatively natural and undeveloped condition of this Property, which is part of an important coastal ecosystem that provides habitat for many species of native wildlife including sea turtles.
- B. Provision of valuable areas for conservation, monitoring, and research of sea turtle breeding and nesting.
- C. Protection of nesting marine turtles and hatchlings from the adverse effects anthropogenic activity to provide overall improvement in nesting habitat and to increase successful nesting activities and production of hatchlings on the beaches located in the state of Florida.
- D. Protection of unique and fragile natural areas and native species and their habitats.
- E. Protection of the scenic, open, and beachfront characteristics of the landscape.
- F. Protection of surface water quality, Atlantic Ocean **OR** Gulf of Mexico, wetlands, riparian areas, and floodplains.²⁰

The above purposes are referred to as the "Conservation Purposes." Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes.

²⁰ This provision must be amended to reflect the geographic location of the Property.

ARTICLE III. DEFINITIONS²¹

When used in this Easement, the following terms shall be defined as follows:

- A. **Beach.** The portion of the Property consisting of unconsolidated material that extends landward from the seaward most property boundary to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves as depicted in the Baseline Documentation.²²
- B. **Beach-Dune System.** The aggregate area comprising the Beach portion and the Dune portion of the Property.
- C. **Dune.** The portion of the Property consisting of a mound or ridge of loose sediments, usually sand-sized sediments, lying landward of, and adjacent to, the beach and deposited by any natural or artificial mechanism as depicted in the Baseline Documentation.²³
- D. **Landward.** Tending toward the land and away from the ocean.
- E. **Residential Portion of the Property.** The portion of the Property extending from the most landward edge of the Dune to the most landward boundary of the Property generally encompassing any residential building(s) and the surrounding yard as depicted in the Baseline Documentation.
- F. **Qualified Sea Turtle Monitoring Organization.** An organization holding a Marine Turtle Permit issued by the Fish and Wildlife Conservation Commission pursuant to Florida Administrative Code Rule 68E-1 or its successor.
- G. **Sea Turtle Nesting Season.** For the purposes of this Easement, sea turtle nesting season means the period from March/ May 1 through October 31 of each year.²⁴

²¹ The Pennsylvania Land Trust Association's Model Grant of Conservation Easement divides properties into Highest Protection Area, Standard Protection Area, and Minimal Protection Area to differentiate between activities allowed on each portion of the Property. Here we have used a similar system dividing the Property into the Beach, the Dune, the Beach-Dune System (comprising the Beach plus the Dune), and the Landward portion of the Property. With these designations certain restrictions can be placed on specific portions of the Property where they will be beneficial to the protection of sea turtle nesting habitat, while allowing the Property Owner the freedom to conduct the activities on portions of the Property where the restrictions would not make sense or benefit sea turtles.

²² This definition is adapted from definition of "beach" from Fla. Stat. 161.54 Coastal Zone Protection and may need to be adapted to reflect the actual composition of an individual Property. Additionally, the Baseline Documentation Report should visually depict the boundaries of the Beach portion of the Property.

²³ This definition is adapted from definition of "dune" from Fla. Stat. 161.54 Coastal Zone Protection and may need to be adapted to reflect the actual composition of an individual Property. Additionally, the Baseline Documentation Report should visually depict the boundaries of the Dune portion of the Property.

²⁴ Similar to the designation of distinct geographic portion of the Property in which certain activities are and are not allowed, the coastal conservation easement restricts certain activities only during sea turtle nesting season when the prohibition of the activities would be beneficial to sea turtles while allowing Property Owners the freedom to engage in these activities during the remainder of the year. The Model Lighting Ordinance for Marine Turtle Protection (F.A.C. Chapter 62B-55), defines "nesting season" as the period from May 1 through October 31 of each year for all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward. Nesting season for Brevard,

H. **Seaward.** Tending toward the ocean and away from the land.

ARTICLE IV. AFFIRMATIVE RIGHTS OF GRANTEE²⁵

To accomplish the Conservation Purposes of this Easement, the following rights are hereby granted, conveyed, relinquished, released, quit claimed, and transferred from Grantor to Grantee:

- A. **Enforcement.** The right to enforce the terms of this Easement by proceedings at law and in equity in order to accomplish the Conservation Purposes and protect the conservation values of the Property.²⁶
- B. **Preservation.** The right to preserve the conservation values of the Property and to prevent any actual or threatened activity on, or use of, the Property that is inconsistent with the Conservation Purposes and to require the restoration of, or to restore, such areas or features of the Property that may be damaged by any inconsistent activity or use, all at Grantor's expense notwithstanding acts beyond Grantor's control as described in section VII(D).²⁷
- C. **Access.** The right for Grantee as well as Grantee's employees and agents, of legal ingress and egress to the Property and to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, or to make scientific and educational observations regarding the condition of plant and animal populations, provided that such entry shall be upon prior reasonable written notice to Grantor, and in doing so Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.²⁸

The right for any Qualified Sea Turtle Monitoring Organization as well as such organization's employees and agents, of legal ingress and egress to the Property and to enter upon the Property in accordance with their Marine Turtle Permit in order to make scientific and educational observations regarding the presence or condition of sea turtle populations and their habitat, provided that such entry shall be during sea turtle nesting season and shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.²⁹

- D. **Development.** The rights to all future residential, commercial, industrial, and incidental development or construction that are now or hereafter allocated to, implied in, inherent in,

Indian River, St. Lucie, Martin, Palm Beach, and Broward counties means the period from March 1 through October 31 of each year. This clause should be tailored based on where the parcel is located.

²⁵ This Article lays out the specific rights of the easement holder. These provisions are generally required by state enabling statutes and/ or the Internal Revenue Code and as such do not vary very much between conservation easements.

²⁶ An enforcement provision is required as per Treasury Regulations §170A-14(g)(5)(ii).

²⁷ As per Treasury Regulations §170A-14(g)(5)(ii), the terms of the conservation easement must including the right of the easement holder to enforce the terms of the easement by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Property to its condition at the time of the donation.

²⁸ As per Treasury Regulations §170A-14(g)(5)(ii), the terms of the conservation easement must provide a right of the Easement Holder to enter the Property at reasonable times for the purpose of inspecting the Property to determine if there is compliance with the terms of the donation.

²⁹ This provision explicitly ensures that sea turtle monitors are allowed to enter the Property in order to conduct sea turtle monitoring and research.

reserved to, granted to, conveyed to, or otherwise relating to, the Property except those specifically reserved in section VI(A) (the “Development Rights”). Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under any applicable laws, regulations, or ordinances controlling zoning, land use, or building density. No Development Rights in the Property shall be transferred by any party to any other lands pursuant to a transferable development rights scheme, or cluster development arrangement, or otherwise. No Development Rights or density credits shall be transferred by any party onto the Property from any other property.³⁰

- E. **Baseline Documentation.** The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may change through the forces of nature hereafter, subject only to the exercise of Grantor’s Reserved Rights, and the Affirmative Rights of the Grantee, as described in this Easement.³¹
- F. **Taxes.** The right to have the ad valorem taxes, assessments, and any other charges or encumbrances on the Property paid by Grantor.³²
- G. **Signage.** The right, but not the obligation, to install and maintain small, unlighted signs visible from boundary lines, to identify Grantor and Grantee and inform the public and abutting property owners that the Property is under the protection of this Easement after consultation with Grantor.
- H. **Notice to Grantee.** The right to be provided notice by the Grantor of any planned federal, state, or local projects that may affect the Property including, but not limited to, beach nourishment, restoration, or shoreline stabilization.
- I. **Vegetation Management.** The right, but not the obligation, to develop and implement a vegetation management plan on the Property as consistent with the Conservation Purposes of this Easement. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor’s responsibilities under this paragraph or as an obligation of the Grantee.

³⁰ This provision transfers the development rights on the Property to the easement holder who will not exercise the right to develop the Property. Additionally, it prohibits Transferable Development Rights. Transferable Development Right programs allow landowners to sell development rights to their land to a developer who can in turn use these rights to increase the development density at another location. While this mechanism can prevent development on the protected property, it inevitably increases development in proximate areas. This clause ensures that the development rights are extinguished rather than transferred.

³¹ A Baseline Documentation Report serves as a timestamp to memorialize the condition of the Property at the time that the conservation easement was conveyed, and additionally, to serve as a baseline of the condition at which the Property must be maintained. In addition to being a standard practice for most easement holders, a Baseline Documentation Report is required for parcels under 40 acres that seek to qualify for a state property tax exemption under Fla. Stat. §196.26(5).

³² This is standard precautionary language that ensure that explicitly states that the easement holder is not responsible for the payment of taxes on the Property.

ARTICLE V. RESTRICTED USES³³

Grantor shall maintain the Property to preserve and achieve the Conservation Purposes of this Easement. Restrictions shall apply to the entire Property and throughout the entire year unless otherwise indicated. Grantor agrees that the following uses and practices, though not an exhaustive recital of uses and practices that are inconsistent with the Conservation Purposes, are expressly prohibited on the Property:

- A. **Subdivision.** Any voluntary or involuntary partition, division, or other subdivision of the Property.³⁴
- B. **Commercial Activity.** Subject to the Reserved Rights of the Grantor as outlined in Article VI,³⁵ any commercial, agricultural, or industrial activity maintained or conducted on the Property by any person; or using the Property for ingress, egress, or other passage, across or upon the Property in conjunction with any commercial, agricultural, or industrial activity by any person.³⁶
- C. **Dumping.** Any dumping, placement, or maintenance of trash, liquid or solid waste (including sludge and septic tank drainage), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities that is contained in appropriate trash receptacles and any activities explicitly allowed in Article VI.³⁷
- D. **Topography.** Any ditching, draining, diking, filling, excavating, dredging, drilling, the addition or removal of topsoil, sand, gravel, rock, peat, minerals, or other materials, or any other intentional, material change in topography of the Beach-Dune System, except as necessary for:
 - i. the maintenance of existing footpaths as depicted in the Baseline Documentation; or

³³ As previously mentioned, some activities are only restricted on certain portions of the Property and some activities are only restricted during nesting season while some are year-round. This ensures that the conservation easement offers ample protection to sea turtles while allowing the most freedom possible to the Property Owner.

³⁴ Since conservation easements have traditionally been geared towards large parcels, many conservation easements prohibit the subdivision of properties into smaller developable lots. This preserves the unified management of the land and makes long-term monitoring and easement enforcement easier by constraining the number of landowners that they will have to interact with.

³⁵ Article IV is the section that outlines the reserved rights of the Grantor.

³⁶ Commercial activities generally create an increase in traffic, light, and noise that can be detrimental to nesting sea turtles and hatchlings. This provision prohibits any commercial, agricultural, or industrial activity on the Property as well as any associated activity.

³⁷ An inherent aspect of land conservation is to ensure that the land remain free of harmful pollutants. Furthermore, physical impediments caused by dumping may obstruct nesting mothers' access to the beach and increase the risk for entanglement. This provision prohibits the addition of any substance to the Property that might be harmful to native plants or animals but allows the generation of reasonable amounts of waste to be properly disposed of (i.e. yard waste generated as a result of lawn maintenance that is left by the curb for pick-up). This provision does not prohibit any activity that is explicitly reserved to the Grantor in Article VI such as the addition of sand for dune maintenance in compliance with local and state regulations.

- ii. the application of sand as necessary for dune maintenance on the Property consistent with the Reserved Rights of the Grantor as outlined in Article VI.³⁸
- E. **Mining.** The exploration for, or extraction of, oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, fill dirt, sand, and similar substances on the Property except for restoration, enhancement, or maintenance as explicitly allowed pursuant to the Reserved Rights of the Grantor as outlined in Article VI.³⁹
- F. **Water Resources.** Activities that may or will be detrimental to drainage, flood control, water conservation, erosion control, or fish, sea turtle or other wildlife habitat preservation, unless otherwise expressly provided in this Easement. There shall be no dredging of canals, inlets, construction of dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, marshes, creeks or any other water bodies. There shall be no activities or uses conducted on the Property that may or will be detrimental to water purity or that could alter water level or flow as recorded in the Baseline Documentation in or over the Property. However, in accordance with the Reserved Rights of the Grantor as outlined in Article VI, Grantor may conduct restoration, enhancement, and maintenance activities including soft stabilization, which may have short-term impacts on water quality.⁴⁰
- G. **Vegetation.** The removal, destruction, cutting, trimming, alteration, or spraying with biocides of native trees, shrubs, grasses or other native coastal vegetation, on the Beach-Dune portion of the Property except as otherwise specifically provided in this Easement. Removal of native vegetation for the purposes of lawn care or landscaping may be conducted on the Residential portion of the Property so long as it is consistent with the Conservation Purposes of this Easement. There shall be no introduction of invasive exotic or non-native plants as listed by the Florida Fish and Wildlife Conservation Commission or its successor on any portion of the Property.⁴¹

³⁸ While extremely graceful in the water, sea turtles have some difficulty moving around on land. Steep slopes, irregular terrain, and incompatible types of fill material can impede or deter nesting sea turtles and hatchlings. This provision generally disallows any alteration of the terrain on the Property except where it is for the purpose of maintaining existing paths or conducting an activity that is explicitly allowed in Article VI such as dune maintenance done in accordance with state laws.

³⁹ This provision prohibiting mining may seem out of place in the context of coastal properties. The reason that a provision prohibiting mining is included is because the Internal Revenue Code requires a prohibition on exploration and mining of subsurface mineral rights in order to qualify for a federal income tax deduction.

⁴⁰ The geology of the state of Florida makes it particularly susceptible to groundwater contamination. Furthermore, the proximity of coastal properties to the ocean inherently increases the potential for marine pollution resulting from activities taking place on the Property. This provision seeks to ensure the protection of both fresh and saltwater by generally prohibiting any activity that may be detrimental to water resources.

⁴¹ Invasive plant species pose a threat to native ecology by out-competing native species for resources such as space, nutrients, and sunlight as well as the potential for causing or carrying disease. Dune vegetation also provides a spatial cue for sea turtles to select a nesting location and can block light from upland structures. This provision governs the maintenance of vegetation on the Property by supporting the growth of native plants and prohibiting the intentional growth of non-native plants. Additionally this clause provides a voluntary option that the easement holder may choose to exercise with regard to the maintenance of non-native plants in which the easement holder may choose to take responsibility for developing a plan to guide the removal of non-native vegetation. The following species are examples of native dune vegetation: railroad vine (*ipomoea pes-caprae*), beach elder (*iva imbricata*), panicgrass (*panicum amarum*), salt joint grass (*paspalum vaginatum*), beach cordgrass (*spartina patens*), sea purslane (*sesuvium portulacastrum*), and sea oats (*uniola paniculata*).

- H. **Chemical Application.** The use of synthetic fertilizer or pesticide on the Property, including, but not limited to, insecticides, rodenticides, fungicides, or herbicides except as necessary for ecological restoration activities conducted outside of nesting season and in furtherance of the Conservation Purposes. This section shall not be construed to prohibit the use of non-toxic natural base fertilizers.⁴²
- I. **Shoreline Armoring.** The construction, placement, installation, maintenance, or reconstruction of seawalls, riprap, revetments, dikes, bulkheads, groins, sills, geotextile tubes, or any other hard armoring method of erosion control that interferes with the natural migration of the shoreline or impedes the land from forever yielding to the sea.⁴³
- J. **Terrestrial Structures.** Subject to the Reserved Rights of the Grantor as outlined in Article VI, the construction or placing of any new temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Beach-Dune System, including, but not limited to, decks, boardwalks, swimming pools, fences, tennis or recreational courts, billboards, asphalt or concrete pavement, and cellular phone, satellite, or other communication towers.^{44 45}
- K. **Water-Dependent Structures.** Subject to the Reserved Rights of the Grantor as outlined in Article VI, construction or placing of any new temporary or permanent structures including, but not limited to, docks, bridges, slips, piers, anchorages, mooring structures, or boardwalks, in, on, or above the Beach-Dune System or the water on or abutting the Property.^{46 47}
- L. **Lighting.** The use of lighting visible from the beach during the sea turtle nesting season except as required for the conservation of the sea turtles and as required by applicable building code regulations. Grantor will take reasonable steps to mitigate the effect of lighting on sea turtles during nesting season including, but not limited to.⁴⁸

⁴² While the eradication of harmful invasive species is important to the protection of the ecology of the landscape, the chemicals used to manage those species can sometimes be just as harmful to the native plants and animals. This provision prohibits the use of synthetic chemical fertilizers and pesticides to ensure that beneficial, native plants and animals are not incidentally harmed by their use.

⁴³ The construction of seawalls and other forms of coastal shoreline armoring can degrade nesting habitat, deter sea turtles from nesting, and increase beach erosion. Studies have shown that fewer turtles emerge onto beaches in front of seawalls than onto adjacent beaches without seawalls. Furthermore, when turtles emerge in front of seawalls, they are more likely to return to the water without nesting or dig their nest in a sub-optimal area (i.e. too close to the water where eggs will be washed away or drowned). This provision seeks to protect critical sea turtle nesting habitat by prohibiting of all types of hard shoreline armoring.

⁴⁴ Sea turtles cannot see well on land and have difficulty maneuvering. This provision is a general prohibition on the addition of any structure to the Property beyond seaward of the landward most edge of the landward most structure on the Property at the time the Conservation Easement was created.

⁴⁵ The list of prohibited structures in this provision is meant to be exemplary. Any examples of structures that do not make sense for the specific Property in question should be removed.

⁴⁶ The disruption of coastal habitat by the construction and existence affects plant and animal species and reduces the overall health of coastal ecosystems. This provision prohibits the addition of any permanent or semi-permanent structure in or abutting the water on the Property.

⁴⁷ The list of prohibited structures in this provision is meant to be exemplary. Any examples of structures that do not make sense for the specific Property in question should be removed.

⁴⁸ The subsections of this provision are adapted from the Model Lighting Ordinance for Marine Turtle Protection (F.A.C. Chapter 62B-55). Artificial lighting is extremely detrimental to both nesting mothers as well as hatchlings. Artificially lit beaches discourage mothers from nesting nearby forcing them to lay their eggs on sub-optimal

- i. limiting all outdoor lighting to low wattage (25 watts or less) and long wavelength (emitting light wavelength of 560 nanometers or greater);
- ii. modifying all outdoor lighting fixtures in such a manner that the point source of light of the fixture is not directly visible from the beach (by shielding, recessing, and/or installing louvers);
- iii. shielding or positioning all outdoor lighting from the beach with natural vegetation, natural features, or artificial structures such that the point source of light or any reflective surface of the light fixture is not directly visible from the beach;
- iv. positioning outdoor lighting such that fixtures are no more than 48 inches above the ground and light is projected downward and only where it is needed;
- v. ensuring that all windows and glass on doors on the seaward sides of all structures shall be designed for a light transmittal value of 15% or less through the use of tinted glass, window film, or screens;
- vi. permanently removing or permanently disabling any fixture that cannot be brought into compliance with the provisions of these standards;
- vii. turning off all outdoors lights on the seaward and shore-perpendicular sides of the structure between 9:00 PM and sunrise during nesting season;
- viii. turning off interior lights or closing blackout curtains between 9:00 PM and sunrise during nesting season.

M. **Roads.** The construction, creation, or maintenance of any paved or unpaved, vehicular or pedestrian, roads, trails, or paths on the Beach-Dune System not depicted in the Baseline Documentation.⁴⁹

N. **Vehicles.** The operation of motorized vehicles, including, but not limited to, automobiles, dune buggies, motorcycles, or all-terrain vehicles, on the Beach-Dune System except on established trails and roads as depicted in the Baseline Documentation or as necessary for emergency purposes, municipal functions, ecological restoration projects, or sea turtle and other wildlife monitoring.^{50 51}

beaches or deposit them in the ocean all but eliminating any chance for hatchling survival. Additionally, artificial lighting disorients hatchlings, which may cause them to wander inland instead of towards to ocean where they are at increased risk of death due to predation, dehydration or an array of other man-made dangers. This provision outlines detailed modifications to be made to existing structures and practices to be followed in order to minimize the harm to sea turtles caused by artificial light. Subsections i through vi are structural modifications whereas subsections vii and viii are behavioral modifications. The idea is that the Property Owner could choose to include either the structural modifications, or the behavioral modifications, or both for additional protection. Structural modifications may require upfront costs associated with the updates that need to be made. Behavioral modifications are inherently more difficult to enforce. Additionally, some structural and some behavioral restrictions may already be imposed by ordinances at the local or county level. In this case, placing comparable or more restrictive provisions in a conservation easement can offer additional conservation protection on the Property.

⁴⁹ Coastal dunes play an important role in protecting land areas from coastal water intrusion and act as a barrier to potentially destructive winds and waves during storms events. Furthermore sand dunes protect sandy beaches from erosion thereby protecting the areas that sea turtles need to nest. The disruption of sandy dunes caused by the creation of roads and pathways can cause long-lasting harm to the dune system. This provision prevents the additional of any new throughways across the dunes on the Property.

⁵⁰ The operation of motor vehicles on the beach poses multiple threats to nesting sea turtles and their hatchlings. The operation of motor vehicles causes the accumulation of oil and other harmful chemicals in the sand and ocean. Furthermore, the operation of these vehicles results in the compaction of the sand, which makes it more difficult for

- O. **Domestic Animals.** Allowing domestic animals to roam loose or unsupervised on the Property. Domestic animals that have a potential for being disruptive or damaging to nesting turtles, hatchlings, or nests include, but are not limited to, dogs, cats, snakes, lizards or iguanas, ferrets, and pigs.⁵²
- P. **Wild Animals.** Any activity that attracts wild animals that may have a negative impact on nesting turtles, hatchlings, nests, or other native flora or fauna including, but not limited to, actively feeding wild animals or storing garbage in non-animal proof containers. Wild animals that have a potential for being disruptive or damaging to nesting turtles, hatchlings, or nests include, but are not limited to, raccoons, opossums, foxes, feral cats or dogs, bobcats, and coyotes.⁵³
- Q. **Fire.** The ignition of fires on the Beach-Dune System or in any area of the Property such that emitted light is directly visible from the Beach during sea turtle nesting season.⁵⁴
- R. **Fireworks.** The ignition of fireworks on the Beach-Dune System or in any area of the Property such that emitted light is directly visible from the Beach during sea turtle nesting season.⁵⁵
- S. **Nesting Obstructions.** The placement of obstructions on the Beach-Dune System overnight during sea turtle nesting season except objects determined to be necessary for the Conservation Purposes. For the purposes of this section, obstructions include, but are not limited to, furniture, vehicles, beach umbrellas, free-standing signs, or watercrafts. Obstructions also include

nesting mothers to dig their nests and poses the threats of crushing existing nests. Ruts in the sand left by tires can serve as obstacles to hatchlings trying to make their way to the ocean, leaving them vulnerable to predators. This provision prohibits all operation of any type of motor vehicle on the dune and beach portion of the Property and restricts the operation of these vehicles to roads except in the above-mentioned situations for the remainder of the Property.

⁵¹ Some Florida beaches allow recreational driving on portions of the beach that may technically be located on private property. It is important the easement provision complies with these allowances.

⁵² Studies estimate that as few as one in 10,000 sea turtle eggs will reach adulthood. Because both nesting mothers and hatchlings are not agile on the land and unable to retract their heads and flippers into their shells, they are particularly vulnerable to attack by predators. Additionally, many of these predators have been known to destroy entire nests. By ensuring that domestic animals are supervised at all times, the risk of interference with turtles can be significantly decreased.

⁵³ In addition to domestic animals, wild animals also pose a significant threat to sea turtles and their nests. Feeding wild animals or leaving garbage in containers that are easily opened, attracts wild animals to the Property to find food and exposes sea turtles to an increased potential for predation. This provision disallows any activity that would attract wild animals to the Property.

⁵⁴ As previously mentioned, artificial light disorients sea turtles and interferes with sea turtle nesting and emergence. The presence of fires on or near the beach creates light that may harm sea turtles. This provision bans fires on the beach or in any area where the light given off from the fire may be visible from the beach.

⁵⁵ The light and sound created by fireworks can be confusing and harmful to nesting sea turtles as well as their hatchlings. The trash and debris left by fireworks can also be ingested by turtles, poisoning them and damaging their digestive tracts. This provision prohibits fireworks on or near the beach during sea turtle nesting season. While fireworks are still allowed by this easement on the Property during the remainder of the year, local laws and ordinances control and debris should be properly disposed of after ignition.

construction material, trash and debris, landscaping material, fill, or any other thing that has potential to impede movement of hatchlings or adults between ocean and nesting areas.⁵⁶

ARTICLE VI. RESERVED RIGHTS OF GRANTOR

Grantor's exercise of the following Reserved Rights shall be in full accordance with all applicable local, state, and federal laws, as amended from time to time, as well as in accordance with the Conservation Purposes. Grantor's Reserved Rights are limited to:

- A. **Reserved Development Rights.** The right to construct, improve, and maintain residential and ancillary structures including, but not limited to, permanent and temporary buildings, porches, decks, swimming pools, fences, and paved or unpaved driveways and footpaths within the building envelope on the Residential Portion of the Property as depicted in the Baseline Documentation so long as any such development complies with all provisions of this Easement and is not inconsistent with the Conservation Purposes. At least sixty (60) days before Grantor intends to begin or allow any improvement or activity pursuant to this section, Grantor must notify Grantee in writing of the proposed activity including a description of the activity and any potential impacts to the Conservation Purposes. Within thirty (30) days of receipt of Grantor's notice, Grantee must notify Grantor of Grantee's determination to:
- i. Accept Grantor's proposal in whole or in part;
 - ii. Reject Grantor's proposal in whole or in part;
 - iii. Accept Grantor's proposal conditioned upon compliance with conditions imposed by Grantee; or
 - iv. Reject Grantor's proposal for insufficiency of information on which to base a determination.

If Grantee gives conditional acceptance under clause (iii), commencement of the proposed improvement or activity constitutes acceptance by Grantor of all conditions set forth in Grantee's notice.^{57/58}

- B. **Natural Resource Management.** The right, but not the obligation, to continue natural resource management practices on the Property including topography alteration, vegetation control, and fertilizer and pesticide use for the purposes of ecological restoration and soft shoreline stabilization.
- C. **Dune Maintenance.** The right, but not the obligation, to conduct dune maintenance, restoration, soft shoreline stabilization, or otherwise authorized sand placement as well as the planting and

⁵⁶ As previously mentioned, sea turtles are not particularly agile on land and therefore have a hard time maneuvering around obstacles on the beach. Hatchlings impeded by obstacles are exposed to predators and there have been increasing incidents of nesting sea turtles becoming entrapped in beach furniture. This provision prohibits leaving foreign objects on the beach overnight that may pose as obstacles to nesting sea turtles or hatchlings.

⁵⁷ This section explicitly states that the Property Owner is allowed to construct, improve, and maintain the structures on the Property as they exist at the time that the conservation easement is placed on the Property. If the Property Owner were to want to retain the right to develop any additional structures on the Property that did not exist at the time that the conservation easement was drafted, they would need to be included in this provision.

⁵⁸ This provision was adapted from both the Pennsylvania Land Trust's model easement as well as the Land Trust Alliance's conservation easement diagram.

maintenance of native vegetation for the purpose of dune maintenance and erosion control in compliance with Florida Administrative Code Rule 62B-34.

- D. **Invasive Flora and Fauna.** The right, but not the obligation, to control and prevent the spread of invasive exotics or non-native plants and animals as defined by the Florida Fish and Wildlife Conservation Commission or its successor, on the Property using currently recommended best management practices, provided that such methods do not impair sea turtles, other coastal wildlife, or their habitat.
- E. **Native Flora and Fauna.** The right, but not the obligation, to introduce and stock native plants and wildlife as defined by the Florida Fish and Wildlife Conservation Commission or its successor, as appropriate to the place on the Property using currently recommended best management practices upon Grantee's written permission and consent. Grantor shall have the right to remove native vegetation from the Residential portion of the Property generally and on the Beach-Dune Portion of the Property only when such removal would enhance the Conservation Purposes.
- F. **Recreational Activities.** The right to use the Property for all recreational activities that are not directly prohibited or otherwise inconsistent with the Conservation Purposes.⁵⁹
- G. **Structural Maintenance.** The right to continue to use, maintain, repair, and reconstruct, existing residence and outbuildings, fences, roads, paths, trails, walkways, boardwalks, dune crossovers, drainage improvements, and such other structures on the Property within the parameters as depicted in the Baseline Documentation and as authorized by law.
- H. **Mortgages and Liens.** The right to use the Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of the date, are subordinate to Grantor's rights under this Easement. Under no circumstances may Grantor's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property.⁶⁰
- I. **Taxes.** The right to contest taxes, tax appraisals, tax assessments, and other charges on the Property.

ARTICLE VII. DEFAULT AND REMEDIES

- A. **Notice, Default, and Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee shall deliver written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes, the Grantor will be required to restore the portion of the Property so injured at Grantor's expense upon written demand by the Grantee.

⁵⁹ If there are certain recreational activities that the Property Owner regularly participates in, they could be explicitly included in this provision to ensure that the Property Owner will be able to continue to partake in these activities.

⁶⁰ This provision explicitly allows the Property Owner to use the Property as collateral to secure a mortgage or other lien. That being said, the interest in the Property created by the lien must be subordinate to the interests of the easement holder in order to ensure the permanency of the conservation easement.

Grantor shall be in default if Grantor:

- i. Fails to cure the violation within thirty (30) days after delivery of Grantee's notice of violation;
- ii. Under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period; or
- iii. Fails to continue diligently to cure such violation until finally cured.

In the event of Grantor's default, then Grantee may, in Grantee's sole discretion, bring an action at law or in equity in a court of competent jurisdiction seeking any or all of the following remedies:

- i. To enforce the terms of this Easement;
- ii. To enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction;
- iii. To recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Purposes protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values; or
- iv. To require the restoration of the Property to the condition that existed prior to any such injury.

In the case that any litigation, arbitration, or mediation relating to this instrument arises and Grantee is the prevailing party, then Grantee shall recover its reasonable attorney's fees and costs from the other party for all matters, including, but not limited to, appeals.

Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Purposes of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- B. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this 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.

- C. **Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession, or prescription.⁶¹
- D. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, negligent or wrongful acts by third parties, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. **Hold Harmless Provisions.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Property. Grantor and Grantor's agents, members, employees, and guests shall hold Grantee and Grantee's agents, members, employees, and guests harmless against all claims resulting from or in any way associated with this Easement.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS

- A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory written evidence of payment upon request. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and shall then be entitled to reimbursement by the Grantor plus interest at the maximum rate allowed by law.
- C. **Amendment.** Grantee and Grantor may, upon agreement of both parties, amend this Easement to enhance the Property's Conservation Values or add to the restricted property by an amended deed of easement, provided that no amendment shall:
- i. affect this Easement's perpetual duration;
 - ii. conflict with or be inconsistent with the Conservation Purposes of this Easement;
 - iii. reduce the protection of the Conservation Values;
 - iv. affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land;"
 - v. affect the status of Grantee as a "qualified organization" or "eligible donee;" or
 - vi. create an impermissible private benefit or private inurement in violation of federal tax law."

⁶¹ This provision is intended to eliminate traditional defenses to enforcement of private restrictions on land.

In the case that an amendment is requested by the Grantor, the Grantee reserves the right to require compensation for the actual and reasonable expenses, including those of its staff associated with processing the amendment, and to require a stewardship fee in accordance with the policies of the Grantee at the time the amendment is proposed. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of _____⁶² County, Florida.

- D. **Termination and Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined by subtracting the fair market value of the Property immediately after this Easement from the fair market value of the Property immediately before this Easement. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Upon any sale, exchange, or involuntary conversion by exercise of the power of eminent domain or otherwise of all or any portion of the Property subsequent to such termination or extinguishment of this Easement, Grantee shall be entitled to receive the cash proceeds according to Grantee's proportional interest in the Property, as determined and required by Treasury Regulations §1.170-A-14(g)(6)(ii), unless such proceeds may be provided or calculated otherwise by Florida law at the time. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.
- E. **Assignment.** This Easement is transferable by Grantee without Grantor's prior consent. Grantee may assign its rights and obligations under this Easement only to a nonprofit organization or a governmental body or agency whose purposes include the conservation of land or water areas or the preservation of sites or properties as provided by Florida law. As a condition of such transfer, Grantee shall require that the Conservation Purposes this grant is intended to advance will continue to be carried out.
- F. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in the Property, including, without limitation, a leasehold interest. Specifically, in any such subsequent transfer, Grantor shall abide by the requirements of the Marketable Record Title Act (Florida Statutes Chapter 712), or any other similar law or rule, in order to preserve this Easement in perpetuity. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.
- G. **Non-Merger.** If the same owner holds the fee interest in the Property and this Conservation Easement, the Conservation Easement shall not merge into the fee, and the terms of this Conservation Easement shall survive as perpetual restrictions on the use of the Property.

⁶² This should reflect the county in which the Property is located.

- H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.
- I. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of _____⁶³ County, Florida, and may re-record this instrument, or notice thereof, at any time as may be required to preserve its rights in this Easement.
- J. **Controlling Law; Venue.** The laws of the State of Florida shall govern the interpretation and performance of this Easement. Proper venue for any litigation arising out of this instrument will be in _____⁶⁴ County, Florida and nowhere else.
- K. **Applicability of Other Laws.** Nothing herein shall be construed to supersede or exempt the Property from the application of laws and regulations affecting the use of the Property, or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Property. In the event that municipal regulations exist that govern the Property that are more restrictive or more protective of the Conservation Purposes than the terms of this Easement, then those regulations are deemed to be controlling. In the event that municipal regulations exist that govern the Property that are less restrictive or less protective of the Conservation Purposes than the terms of this Easement, then the terms of this Easement are deemed to be controlling.
- L. **Interpretation.** This Easement shall be liberally construed to effect the Conservation Purposes of this Easement and the policy and purpose of Florida Statute §704.06. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- M. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- N. **No Forfeiture.** Nothing contained herein will result in a forfeiture of this Easement or reversion to Grantor of any rights conveyed herein.
- O. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- P. **Successors.** The covenants, terms, conditions, and restrictions of this 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.

⁶³ This should reflect the county in which the Property is located.

⁶⁴ This should reflect the county in which the Property is located.

Q. **Termination of Rights and Obligations.** A party's personal rights and personal obligations under this Easement terminate upon valid transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

R. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

S. **Schedule of Exhibits.**

EXHIBIT A. Legal Description of Property Subject to Conservation Easement

EXHIBIT B. Map from Baseline Documentation for Donated Easement

[Signature pages follow]

GRANTOR SIGNATURE PAGE

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses as to Grantor:

Grantor:

Signature

Signature

Print

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared _____, who has produced a state identification (Driver License Number: _____), and who did not take an oath, and executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public Signature

Notary Public Stamp

GRANTEE SIGNATURE PAGE

Witnesses as to Grantee:

Grantee:

Signature

Signature

Print

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared _____, who has produced a state identification (Driver License Number: _____), and who did not take an oath, and executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public Signature

Notary Public Stamp

EXHIBIT A.
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT

Parcel: _____

Sec-Twn-Rng: _____

Legal: _____

EXHIBIT B.
MAP FROM BASELINE DOCUMENTATION

<Baseline map showing boundaries>