

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Corporation)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation

Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

\_\_\_\_\_  
(name of corporation)

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name/title)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation) on behalf of the corporation. He/She ( ) is personally known to me, or ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Limited Liability Company)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, a limited liability company organized under the laws of the State of \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation

Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

\_\_\_\_\_  
(name of limited liability company)

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)  
\_\_\_\_\_  
(select one title:  
Manager/Member/Managing Member)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ (select one title: Manager/Member/Managing Member) of \_\_\_\_\_ (name of limited liability company). He/She ( ) is personally known to me, or ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha

Clerk of the Court

---

Deputy Clerk

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Multiple Owners)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation

Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

**GRANTORS:**

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Individual Owner)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Other Legal Entity)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (type of legal entity), whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation

Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

Grantor

\_\_\_\_\_  
(name of legal entity)

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name/title)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (name of legal entity). He/She ( ) is personally known to me, or ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_,

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name and address)

CONSERVATION EASEMENT  
(Husband and Wife)

THIS GRANT OF A CONSERVATION EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, and \_\_\_\_\_, husband and wife, whose mailing address is \_\_\_\_\_ (“Grantor,” which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor’s property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee’s successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation

Easement.

3. The following activities are prohibited 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, with the exception of nuisance and exotic plant species as may be required by Grantee.

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 wetlands or water areas to remain predominantly in their 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.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is 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 conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

**GRANTOR:**

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_. He/She ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)

**ACCEPTANCE**

This Conservation Easement accepted by Escambia County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

ATTEST: Ernie Lee Magaha  
Clerk of the Court

By: \_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk