

Prepared by:
City of Tarpon Springs Planning Department
324 E. Pine Street
Tarpon Springs, FL 34689

Return original or certified recorded document to:
City of Tarpon Springs
Attn. Irene Jacobs, City Clerk
324 E. Pine Street
Tarpon Springs, FL 34689

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of ____, 2__, by Morgan Group Development, L.L.C. ("Grantor") whose mailing address is ____ to the City of Tarpon Springs ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Pinellas County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, City of Tarpon Springs Permit Nos. ____ (collectively known as "the Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands, surface waters, or, upland habitat in or of the State of Florida; and,

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and,

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and,

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition;

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



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

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

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S, by facilitating the continued and enhanced functional ecological integrity of wetland and pineland habitats within the Easement area. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). This includes, but is not limited to, the requirement to eradicate all Brazilian pepper (*Schinus terebinthifolius*) and camphor tree (*Cinnamomum camphora*) from the entire property with maintenance of the property free of these two species in perpetuity.

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

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity, use, or lack of maintenance resulting in a condition that is inconsistent with the purpose of this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) which may include restoration, creation, enhancement, maintenance, monitoring activities, surface water management improvements or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures, other than those enumerated in Section 4 herein, on, in, 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. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that pose an immediate potential hazard to persons utilizing the property while within authorized activity areas, or, that could potentially cause damage to structural property, is authorized upon submittal of a certified arborist's report documenting the nature of such potential hazard or potential damage;

d. Excavation, dredging, topographic alteration, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Alteration of the Anclote River shoreline including bulkheads/seawalls and similar structures and, including boardwalks, walkways or docking facilities designed as perimeter structures (parallel with the shoreline) of any material;

g. Launching or landing of vessels of any type along any waterbody shoreline on the property outside the designated water access/docking facilities described in Section 4 herein;

h. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, or use of pesticides except for that appropriate for the eradication of invasive exotic organisms;

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

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

4. **Uses Expressly Allowed.** Notwithstanding and in addition to the provisions of Section 3, Prohibited Uses, the following specific uses are expressly allowable, and, notwithstanding the dimensional standards listed below must be in compliance with the standards of the Americans with Disabilities Act (ADA):

- a. The placement and maintenance of underground or above ground utilities approved in the Permit (or any modification thereto);
- b. The establishment of one pile-supported water access and docking structure along the Anclote River which access design shall be limited to one perpendicular access walkway of no wider than six (6) feet extending from the shoreline, and, which location, design and materials shall be approved by Grantee and all other applicable permitting agencies with the intent being to provide water access consistent with the purpose of this Conservation Easement. The water access facility shall not include any land features other than those approved in the Permit, and, shall not have water, sewer, electrical or other similar facilities extended to it;
- c. The establishment of a water access facility for access by non-motorized craft to the dredged lake located in the southwest portion of the property along with a single access path of no more than eight (8) feet in width and which design shall be approved by Grantee and all other applicable permitting agencies;
- d. The establishment of a single looped nature trail/walkway of no wider than six (6) feet and consisting of pervious surface material for the purpose of passive enjoyment of nature and the outdoors located in the southeast upland area of the property as generally depicted in the Permit, which design and materials shall be approved by Grantee and all other applicable permitting agencies;
- e. The establishment of emergency call boxes, bench seating, waste disposal, and exercise equipment immediately adjacent to said nature trail/walkway that is designed for minimal intrusion into, and, consistent with the purpose of, the Conservation Easement area and which location, design and material is approved by the Grantee and all other applicable permitting agencies. The nature trail/walkway shall not have water, sewer, electrical or other similar facilities extended to it except those facilities necessary to operate the call boxes;
- f. The eradication of noxious, nuisance and exotic invasive plant or animal species as listed on the most recent List of Invasive Species of the Florida Invasive Species Council or other list approved by Grantee;
- g. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by Grantee that are consistent with the purpose of the Conservation Easement.

5. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the

Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purpose of this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. Should Grantee deem it necessary, Grantee may enter upon the property pursuant to the provisions of Subsection 2.a herein to carry out activities associated with the maintenance, Management Plan implementation or other required provisions of this Conservation Easement upon due notice to Grantor and shall be entitled to recover all costs associated with carrying out the activities required of this Conservation Easement through all normal remedies available up to and including placing a lien on the property described in Exhibit A for the recovery of those costs incurred by the Grantee.

9. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

10. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. The Conservation Easement shall be held and remain in common ownership with the development site that is the subject of the Permit.

13. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Pinellas County, Florida.

15. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Pinellas County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name:

Title:

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA
COUNTY OF _____

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

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Morgan Group Development, LLC, the owner and holder of a mortgage dated _____, given by _____ ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of Pinellas County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the City of Tarpon Springs, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this

_____ day of _____, 20_____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, by means of physical presence online notarization

(print name), _____ as (title) _____

of (Mortgagee/Lender) _____, the person who subscribed to the

foregoing instrument on behalf of the corporation, or _____ (choose one).

He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

DRAFT

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

DRAFT

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

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