

EXHIBIT "B"

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Operations and Land Management Bureau

Perpetual Conservation Easement

This Easement, made and entered into this _____ day of _____, 20____, by _____, having an address of _____, hereinafter referred to as "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee", collectively referred to as the "Parties."

WITNESSETH:

Whereas, Grantor is the owner in fee simple of certain real property lying and being situated in Pasco County, Florida, more specifically described in Exhibit "A", attached hereto and hereinafter referred to as the "Property"; and

Whereas, Grantor and Grantee mutually recognize the conservation value of the natural, scenic, and special character of the Property and have the common purpose of conserving that certain natural, scenic, and special character of the Property by conveyance to Grantee of a perpetual conservation easement on, under, over, and across the Property, which shall act to conserve and protect the natural, scenic and special character of the Property; it further being the intent of the parties to conserve and protect the ecological and hydrological integrity, the present and future uses described herein, and habitat for indigenous plant and animal life on the Property, and to prohibit certain further development activity on the Property; and

Whereas, Grantor and Grantee recognize that the past and present stewardship of the Property have contributed to the conservation of certain natural resources and by the conveyance of this conservation easement will serve as a compatible and complimentary land use to the management and sustainability of core conservation lands within the Withlacoochee River watershed.

Now Therefore, Grantor, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Grantee and its successors and assigns a perpetual conservation easement on, under, over and across the Property for the purposes as set forth herein, and pursuant to Section 704.06, Florida Statutes (F.S.), but without intending the validity of this Easement to be dependent on the continuing existence of such laws.

ARTICLE I. DURATION OF EASEMENT

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, heirs, successors and assigns, lessees, agents and licensees.

ARTICLE II. PURPOSE OF EASEMENT

In addition to the recitations stated above, the purpose of this Easement is to prohibit development on the Property and thereby protect and preserve, in perpetuity, the natural, scenic and special character, ecological and hydrological integrity, and habitat for indigenous plant and animal life on the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

The specific conservation values of the Property are documented in **[Insert Title of Baseline Inventory/Report]**, dated _____, hereinafter referred to as "Baseline Documentation," which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation is maintained in the offices of the Grantee and, by this reference, incorporated into and made a part of this Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- A. The right to preserve and protect the conservation values of the Property.
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. 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 applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.
- C. The right to enter upon, over and across the Property to inspect it for the purpose of ensuring compliance with the terms and conditions of this Easement, so long as such entry does not interfere with the rights and uses of the Property retained by the Grantor, and provided that Grantee notifies Grantor at least seventy-two (72) hours before said inspection. Grantee shall provide Grantor with a written list of employees assigned to monitor and enforce the terms and conditions of this easement in accordance with this paragraph.
- D. The right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement 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 by the Grantor, at Grantor's sole expense.
- E. The right to have the Property maintained in its natural, scenic, rural and open condition and any development or use that would impair or interfere with the conservation purposes of this Easement, subject to Grantor's reserved rights will be restricted. Without limiting the generality

of the foregoing, the following activities and uses are expressly prohibited or restricted:

1. **Subdivision of the Property.** The Property shall not be subdivided. Any interest granted subsequent to this document shall be subject to this Easement.
2. **Construction.** Construction of more than two (2) single-family residential improvements, and associated driveways and other appurtenances is specifically prohibited.
3. **Dumping.** Except as otherwise specifically authorized herein, there shall be no dumping or placing of soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials or toxic substances, pollutants or contaminants, including, but not limited to, those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991, or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, hereinafter collectively referred to as "Contaminants", on the Property. However, this provision shall not be construed to prevent the deposit of household, agricultural, or animal wastes generated on the Property.
4. **Mining.** There shall be no exploration for or extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, soil or other material, except as reasonably necessary for the construction activities permitted in Article IV., subparagraph E.3, below.
5. **Agricultural Areas and Activities.** Grantor shall not use the Property for dairy, swine, poultry or feedlot operations, citrus production activity, commercial nursery operations including, without limitation, ornamentals or tree farms, or the planting of truck or row crops. Grass or forage crop production may be conducted in any altered area of the Property as established in the Baseline Documentation. Grantor shall not introduce or release non-indigenous species, including wild game animals, on the Property.
6. **Wetland/Cypress Harvesting.** There shall be no harvesting in wetlands and no live cypress shall be harvested at any time.
7. **Commercial and Industrial Use.** Commercial or industrial activity and ingress, egress or other passage across or upon the Property in connection with any commercial or industrial activity is prohibited on the Property, except those activities that are incidental to the exercise of Rights Reserved to Grantor described herein.
8. **Waters and Hydrology.** Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new 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, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water quality or which could alter natural water level or flow in or over the Property, unless otherwise specifically provided for in this Easement.

9. **Exotics.** There shall be no planting, cultivation or introduction of non-indigenous aquatic and terrestrial species, except for landscaping within each two (2) acre residential lot referenced in Article IV, subparagraph E.3. Grantor shall make all reasonable efforts to reduce or eliminate the occurrence of non-indigenous aquatic and terrestrial species to the extent practicable and economically feasible. Notwithstanding the foregoing, Grantor shall, at a minimum, conduct sufficient management and control to maintain non-indigenous aquatic and terrestrial species at the same or a lower percentage of cover as currently exists on the Property. For purposes of this Easement, commonly planted pasture and lawn grasses shall not be considered non-indigenous species.

10. **Pesticides/Herbicides/Fertilizers.** Chemicals used by Grantor, including fertilizers, pesticides and herbicides, shall only be applied in such amounts and with such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, timber management and agricultural and residential activities permitted under this Easement, and provided that such chemicals shall be applied by non-aerial means on the Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor is prohibited from using biological weed and insect control agents without obtaining prior written approval from Grantee.

11. **Endangered Species.** Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service at 50 C.F.R. 17.11, and 17.12; Rules 68A-27.003, 68A-27.004, adopted by the Florida Fish and Wildlife Conservation Commission; and Rule 5B-40.0055, adopted by the Florida Department of Agriculture and Consumer Services. Existing agricultural operations shall not be construed to result in a take of, or harm to threatened and endangered species as defined above.

12. **Archaeological, Cultural or Historic Sites.** Grantor shall take no action that will materially and negatively impact or damage any sites of archaeological, cultural, or historical significance, when any such sites have been specifically identified as such by any United States or State of Florida governmental entity, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction.

ARTICLE IV. RIGHTS RESERVED TO GRANTOR

Grantor reserves to itself, its personal representatives, heirs, successors and assigns, lessees, agents and licensees the following rights in perpetuity with regard to the Property:

A. **Right of Exclusive Use.** To perform any act not prohibited or restricted by this Easement, including without limitation, the right of exclusive use, possession and enjoyment of the Property, including all rights as fee owner of the Property to use the Property for all purposes not inconsistent with this Easement.

B. **Transfer of Rights.** To give, sell, assign, lease, mortgage or otherwise transfer the Property by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

C. **Silviculture.** Grantor shall have the right to conduct forestry operations, that include logging and associated activities, on the Property in accordance with the Florida Department of Agriculture and Consumer Services (FDACS) BMPS and subject to the conditions and restrictions set forth below.

1. **Harvesting in Natural Pine Uplands.** Selective pine harvesting by Grantor is restricted to the extent that after such pine harvesting, the remaining stand shall retain at a minimum approximately twenty-five (25) square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the co-dominant. Grantee acknowledges that the activity of harvesting trees may coincidentally damage otherwise healthy, hardwood trees.

2. **Pine Plantation Harvesting.** Notwithstanding the prohibition against planting non-indigenous species set forth in subparagraph E.9, of Article III, any species of pine commonly planted in Florida for pine plantations and not otherwise prohibited by law may be harvested and replanted in upland areas in accordance with all applicable BMPS for pine plantations. Upon harvesting or clearing an area identified as a pine plantation in the Baseline Documentation Grantor may convert the area to improved pasture and, upon conversion, may subsequently convert pasture to pine plantation with prior notice to the Grantee, but such conversion shall not require the consent or approval of the Grantee.

3. **Limits on restrictions.** Nothing contained in this paragraph shall be construed as prohibiting Grantor from pruning and thinning trees in accordance with good forest management practice and forestry management plans prepared by a professional forester; removing trees that are damaged, diseased or dangerous; and removing exotic plants and noxious weeds.

D. **Agricultural Areas and Activities.** Notwithstanding the prohibitions in Article III subparagraph E.5, the Grantor may conduct Agricultural Activities including cattle and equine activities on the Property, provided such operations are conducted in accordance with all applicable BMPS. The number of animal units on the Property shall not exceed the acceptable number of animal units established by applicable BMPS for the native range of the Property. Existing ponds may be maintained for fishing and aquaculture activities in accordance with all applicable local, state and federal laws, rules, regulations, and guidelines and all applicable BMPS. Grass and forage crop production may be conducted in areas of improved pasture as established by the Baseline Documentation. Harvesting of sod may only take place in connection with pasture renovation and may not be more frequently than once every seven years. Lands that are natural lands shall remain natural lands. Grantor and Grantee intend for the Property to remain in its natural state except as otherwise provided herein.

E. **Construction.** Except as otherwise specifically provided herein, there shall be no construction of or the placing of temporary or permanent buildings, mobile homes, roads, signs, billboards or other advertising, or other structures on or above the ground. Grantor shall have the right to:

1. Maintain any and all existing roads, fences, ponds and drainage ditches in a usable condition without the consent of Grantee in accordance with all applicable local, state and federal laws, rules, regulations and guidelines and all applicable BMPs, without the consent of the Grantee.

2. Construct, maintain and repair barns, signs, roads, fences or other structures or buildings (and all utilities required to support such) necessary for agriculture activities not prohibited by this Easement in accordance with all applicable local, state and federal laws, rules, regulations and guidelines and all applicable BMPs.

3. Construct, maintain and repair two (2) future single-family residential improvements and associated appurtenances such as driveways in upland areas. A single driveway for access to each residence, not to exceed 20 feet in width may be constructed on the Property. Each residential site, including the area necessary for each residence, infrastructure and utilities, shall not exceed two (2) acres. Linear utilities and access roads to the residential improvements may extend beyond the one (1) acre limitation as necessary. The exact location of future single-family residential improvement sites and driveways shall be surveyed by Grantors and delivered to Grantee with a written notice of intended development prior to undertaking any construction activities.

4. Place signs, the number and design of which do not significantly diminish the scenic character of the Property, to state the name and address of the persons living on the Property, to advertise the Property for sale or to post the Property to control unauthorized entry or use.

F. **Hunting and Fishing.** Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease such rights with prior notice to the Grantee, but such lease shall not require the consent or approval of the Grantee.. Grantor shall not use nor allow others to use any portion of the Property as a shooting range or target area.

Grantor may establish up to 5 food plots, each not to exceed 3 acres in size, for the purpose of attracting game. Food plots may only occur on areas of the Property identified as "altered" in the Baseline Documentation and may not be installed within natural communities. Food plots must be at least 25 yards from wetlands. Food plots may not contain species considered to be invasive as determined by the most recent version of the Florida Exotic Pest Plant Council's Invasive Plant List.

G. **Water.** To take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Property, in accordance with all applicable local, state and federal laws, rules, regulations, and guidelines and all applicable BMPs. Other restrictions notwithstanding, Grantor may install ~~one new~~ groundwater wells sufficient to conduct the rights reserved under Article IV of this easement in accordance with all applicable local, state, and federal laws, rules, regulations, and guidelines and all applicable Best Management Practices (BMPs).

H. **Emergency Action.** Grantor may take emergency action to preserve and protect Grantor's rights herein in response to natural disaster, environmental hazards or threats to human safety.

ARTICLE V. MISCELLANEOUS TERMS

A. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Property. Grantor shall provide Grantee written proof of payment of taxes on the Property upon request.

B. **Indemnification.** Grantor shall indemnify, defend and hold Grantee and all

Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action or activity of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, F.S., or extend Grantee's liability beyond the limits established in Section 768.28, F.S.

C. Public Access. Grantee shall not have any right to allow the general public on the Property at any time without the prior written consent of Grantor.

D. Notice of Violation. In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Hernando County, Florida. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. As a condition precedent for filing of any lawsuit, the parties shall perform the mediation process immediately stated below.

E. Notices. Any notice, demand or request which may be or is required or to be given under this Easement shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee's Land Resources Department at the addresses first set forth above.

F. No Waiver. No waiver of any provision of this Easement shall be effective unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

G. Severability. A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

H. Entire Agreement. This Easement, together with the all documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the parties and shall not be changed, altered, or modified, except by an instrument in writing, signed by the Grantor and Grantee. If any terms or provisions of this Easement are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Easement shall be construed as being in full force and effect. The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantor and Grantee.

I. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority

through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full fair market value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, without regard to any diminution in value attributable to the Easement. Prior to the payment of any expenses reasonably incurred by the Parties to this Easement in connection with such taking, Grantee shall be entitled to its proportionate share from the recovered proceeds. The respective rights of Grantor and Grantee set forth in this Paragraph shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement as of the effective date of this grant.

J. Definitions. For the purpose of this Easement, the following definitions shall apply:

1. "Improved Pasture" shall be considered grazing lands of introduced species or domesticated native forage species that receive periodic renovation and cultural treatments such as tillage, fertilization, mowing or weed control and for the purposes of this Easement, identified in the Baseline Documentation as improved pasture.

2. "Native Range" shall be considered land on which the existing vegetation, whether growing naturally or through management, is suitable for grazing and browsing of domestic livestock at least part of the year. Native range includes any natural grasslands, savannas, shrub-lands, woodlands and wetlands which support a vegetative cover of native grasses, grass-like plants, forbs, shrubs or other natural species and for the purposes of this Easement, as identified in the Baseline Documentation as native range.

3. "Best Management Practices" (BMPs) as referenced throughout this document are considered to include those generally accepted practices currently approved (subject to future change) by FDACS in conjunction with any or all of the following:

4. "Commercial" as referenced in this document shall mean an activity conducted for market with the sole or chief emphasis on salability, profit, or success of the venture as a business solely with the intent of producing a product for sale other than an activity incidental to the production of livestock or other activity specifically allowed in Article IV.

United States Department of Agriculture, Natural Resources Conservation Service (NRCS)

United States Fish and Wildlife Service

Florida Department of Agriculture and Consumer Services (FDACS) Florida Fish and Wildlife Conservation Commission

Florida Forest Stewardship Program

University of Florida Institute of Food and Agricultural Sciences (IFAS) Florida

Cattleman's Association

In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

GRANTOR:

By: _____

Signature of Witness #1

(Name),

(Typed/Printed Name of Witness #1)

Signature of Witness #2

(Name),

(Typed/Printed Name of Witness #2)