

(SAMPLE FORM)

TRANSFER OF DEVELOPMENT RIGHTS

CONSERVATION EASEMENT

This **TRANSFER OF DEVELOPMENT RIGHTS (TDR) CONSERVATION EASEMENT** is made this _____ day of _____, 20____, by and between _____ having an address at, _____ hereinafter called "Grantor" in favor of **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter called "Grantee."

WHEREAS, Lee County Ordinance No. 86-18 known as the "TDR Ordinance," revised by Ordinances 16-07 and 16-09 and Administrative Code AC-13-5, set forth a procedure for the transfer of development rights for the purpose of preserving environmentally sensitive lands, and

WHEREAS, Grantor is the owner in fee simple of environmentally sensitive lands situated in Lee County, described in attached Exhibit "A," incorporated herein, hereinafter called "the Property," and

WHEREAS, the TDR Ordinance recognizes the right of Grantor to transfer development rights provided Grantor records a Conservation Easement in favor of Grantee that will restrict development on the Property, and

WHEREAS, the Grantor is entitled to _____ development rights that may be conveyed from the Property by a deed in recordable form without the conveyance of an additional easement to Grantee.

NOW THEREFORE, to permit the transfer of development rights and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, in perpetuity, a Conservation Easement upon the Property.

The terms, conditions and restrictions of this Conservation Easement are:

1. This Conservation Easement is perpetual and is for the express purpose of preserving, enhancing, and/or restoring environmentally sensitive lands and will prohibit or limit the following:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above 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) Surface use except for purposes that preserve, enhance, and/or restore land or water areas.
- (d) Activities detrimental to drainage, flood control, water conservation, hydraulic enhancement, groundwater recharge, erosion control, soil conservation, or fish and wildlife habitat preservation.

(e) Acts or uses detrimental to the preservation, enhancement, and/or restoration of land or water areas.

(f) Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substance in such a manner as to affect the surface.

(g) Removal or destruction of trees, shrubs, or other vegetation, except for those which are dead or diseased or which are intrusive exotic species. This may not be interpreted to prohibit activities necessary for fire or pest control.

(h) Invasive exotic species per Section 10-420 (h) will be removed and the conservation area maintained free from exotic plants in perpetuity.

2. As a result of this Conservation Easement, the parties intend that Grantor may convey the development rights as set forth in this instrument.

3. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

4. Grantee shall enforce the terms of this Conservation Easement by any lawful procedure and shall be entitled to enter the land to assure compliance.

IN WITNESS THEREOF, Grantor has set its hand and seal on the day and year first above written.

Witnesses

Grantor

By:

(Name Signed)

(Name Printed)

Its: Managing Member

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ and _____, who are personally known to me or who have produced _____ as identification, to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purpose therein expressed.

WITNESS my hand and official seal, this ____ day of _____, 20__.

[Stamp/Seal]

Notary Public

APPROVED AND ACCEPTED for and on behalf of Lee County, Florida, this ____ day of _____, 20__.

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

By: _____
Chair

[County Seal]

Date: _____

**Approved as to Form for the
Reliance of Lee County only**

County Attorney's Office

EXHIBIT "A"

LEGAL DESCRIPTION