

**ADMINISTRATIVE CODE  
BOARD OF COUNTY COMMISSIONERS**

CATEGORY: Development/Planning/Zoning	CODE NUMBER: AC 13-21 (NEW)
TITLE: Procedural Rules for Creating Transfer of (Watercraft) Slip Credit under the Lee County Manatee Protection Plan	ADOPTED: 09/16/08
	AMENDED:
	ORIGINATING DEPARTMENT: Natural Resources

PURPOSE/SCOPE:

Adopt procedural rules for creating Transfer of (Watercraft) Slip Credit (“TSC” or “Transfer Slip Credit”) designed to implement provisions under the Lee County Manatee Protection Plan.

A Transfer Slip Credit is provided for by the Lee County Manatee Protection Plan. Transfer Slip Credits may be acquired from property through a Conservation Easement (“Conservation Easement”) that precludes future potential for boat facility development. A Conservation Easement is recognized by Federal and State law as an “interest in real property” that is transferred by a deed and has value. It can be bargained for, bought or sold. It is governed by §704.06, Florida Statutes.

Fee simple title of the real property remains with the Grantor/Owner. The Grantee/Beneficiary receives a legally enforceable agreement or promise from the Grantor/Owner that the property, or that portion of the property subject to the Conservation Easement, will be used in a manner consistent with the terms of the Conservation Easement. The Owner/Grantor of the property may still sell, lease, transfer, bequeath and otherwise dispose of their property, but that sale, transfer or conveyance will be subject to the terms and conditions of the Conservation Easement which, by statute, is deemed to “run with the land” and bind all future owners in the chain of title.

REQUIREMENTS:

- A. To establish a Transfer Slip Credit, a Conservation Easement:
  - 1. May not utilize Sovereign Submerged Lands;
  - 2. May not utilize leased property;
  - 3. Must utilize a format approved by Lee County Division of Natural Resources (“DNR” or “Division of Natural Resources”). See Model Instruments herein;
  - 4. Must include a verifiable legal description that correctly identifies the property that is the source of the Conservation Easement and, where applicable, the requested qualifying receiving parcel;

5. Must be granted by all of the owners of the property that is the source of the Conservation Easement;
6. Must preclude or limit future potential for boat facility development in accordance with the terms and conditions of the approval;
7. Must be based on a Baseline Documentation Report submitted by the property owner and approved by the Division of Natural Resources;
8. The Conservation Easement (and all subsequent instruments) must be reviewed and approved by the Division of Natural Resources prior to execution and "Approved as to form" by the Lee County Attorney's Office ("CAO" or "*County Attorney's Office*") prior to recording; and
9. Must be recorded in the Public Records of Lee County, Florida.

B. Application requirements.

1. A written submittal to the Division of Natural Resources detailing the request. It should identify the street address or general location of the property in the County.
2. Copy of the deed of the Conservation Easement property and, where applicable, the requested qualifying receiving parcel.
3. Proof of ownership and the ability to convey the Conservation Easement. One of the following types of documents must be submitted to meet this title certification requirement:
  - a. Opinion of Title. An opinion of title is a document meeting the Florida Title Standards, prepared by a licensed Florida attorney. The opinion must be unequivocal. It must be addressed to Lee County.
  - b. Certification of Title or Title Certification. This is a document prepared by an abstractor or title company that specifically certifies the information it contains. The certification must be for the use and benefit of Lee County.
  - c. The document certifying the title must contain the following:
    - (1) The owner or owners of the fee title.
    - (2) All persons or entities holding a mortgage secured by the property.

- (3) Easements affecting the property that would preclude the granting of the Conservation Easement.
  - (4) Liens or similar encumbrances that would preclude the granting of the Conservation Easement.
  - (5) Legal description of the property covered by the title opinion. This description must match, exactly, (or otherwise include) the legal description of the property that is the subject of the proposed Conservation Easement.
- d. Title Binder or Title Insurance Policy. The County will not accept a title binder or title insurance policy to meet the title certification requirement.
  - e. Age of Title Certification. The document certifying the title information must be less than 90 days old at the time it is initially submitted to the County in support of the application for Transfer Slip Credit. Preliminary application review will be based on this title certification document. The Division of Natural Resources or the County Attorney's Office may require the title certification to be updated prior to execution and recording of an approved Conservation Easement.
4. Legal description and sketch of the Conservation Easement property and, where applicable, the requested qualifying receiving parcel. A STRAP number is not a legal description and is not suitable for meeting this requirement.
- a. If platted, it may be a lot, block, and unit reference to the name of the recorded plat under Florida Statutes Chapter 177, along with the plat book and page where the recorded plat appears in the Public Records of Lee County, Florida. A plat recorded in any other location in the Public Record (such as in a Deed Book or O.R. Book) will not be accepted. Otherwise, a sealed metes and bounds legal description and sketch is required. Additionally, a portion of a platted lot or parcel will require a sealed metes and bounds legal description and sketch.

b. If the subject property is not a lot or parcel within a recorded plat under Florida Statutes Chapter 177, or if it is part of a larger lot or parcel, then a metes and bounds legal description of the property is required. The description must include a signed and sealed sketch prepared by a licensed Florida Professional Surveyor and Mapper ("PSM") pursuant to Florida Administrative Code Chapter 61G17-6. The sketch must be on paper and no larger than 8½ inches by 11 inches in size, and suitable for recording.

5. An approved Baseline Documentation Report.
6. Documentation showing that all State and County property taxes due and payable have been paid. (Property taxes become due and payable on November 1 of each year.)
7. Other information requested by the Division of Natural Resources to be able to evaluate the request.
8. The Director of the Division of Natural Resources or his designee may waive all or a part of a requirement when it is clear that the information is not needed for the review, evaluation or processing of the request. Waiver is granted at the sole discretion of the Director.

C. Baseline Documentation Report. The specific conservation values of the donor property are documented in the Baseline Documentation Report ("*Report*") associated with the requested Conservation Easement. The Report consists of reports, maps, photographs and other documentation that the property owner and Division of Natural Resources Staff agree provide, collectively, an accurate representation of the property at the time of establishment of the Conservation Easement. The Report is intended to serve as an objective information baseline for monitoring compliance with the terms of the Conservation Easement.

The Report must include:

1. The Environmental Resource Permit numbers.
2. Names, addresses and a project location map for both the donor and recipient sites, for future cross-referencing of the Transfer Slip Credit.
3. A sketch of the donor property depicting the shoreline that is encumbered by the Conservation Easement, with the specific length of shoreline as measured in feet.
4. A legal description and sketch of the Conservation Easement property

D. Required Information in a Conservation Easement or Transfer Slip Credit:

1. Use of the instrument format approved by the County (Division of Natural Resources and County Attorney's Office). See Model Instruments contained herein.
2. Property owner's name and address, which must appear in exactly the same form as it appears in the deed by which title was taken to the subject property. If the name has changed, the change must be recited in the instrument. This requirement also applies to the name of the owner of the requested qualifying receiving parcel.
3. Purpose of the instrument (including the name of projects associated with the Conservation Easement or Transfer Slip Credit) and proposed restrictions on the property's use.
4. Legal description and sketch of the donor property. A STRAP number is not a legal description and is not suitable for meeting this requirement.
5. Where applicable, a Partial Release, Consent or Subordination of any outstanding unpaid mortgagee or lienholder identified in the document certifying the title information.

E. Execution of Instruments.

1. Model instruments are available in the Appendix at the end of this Administrative Code. These instruments can be downloaded from the County's Website ([www.lee-county.com](http://www.lee-county.com)) in several formats: Word, WordPerfect and PDF. In each instance, please be sure the downloaded instrument formats and prints properly on your computer.
2. Execution of any instrument must be suitable for recording in conformity with §695.26, Florida Statutes, including:
  - a. The name of each person who executed the instrument must be legibly printed or typed immediately beneath their signature. The post-office address of each such person (but not a witness) must be included within the instrument. The post-office address of the grantee must also appear in the instrument.
  - b. The name of each witness to the instrument must also be legibly printed or typed immediately beneath the signature of such witness. The witness must be a disinterested third party.

- c. The name and post-office address of the natural person who prepared the instrument or under whose supervision it was prepared. This information must be legibly printed or typed in the top left-hand corner of the first page of the instrument.
  - d. The name of any notary public whose signature appears upon the instrument must be legibly printed, typed or stamped immediately beneath the signature of such notary public. The notary's seal must also appear. The notary must not be an owner or interested party in the transaction.
  - e. A 3-inch by 3-inch space at the top right-hand corner on the first page and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page must be provided for use by the clerk of the court.
  - f. Original signatures must appear on all instruments.
  - g. A Surveyor's original seal must appear on the legal description and sketch when utilizing a metes and bounds description. (*The use of either a piece of carbon paper or a graphite stick rubbed over the raised seal will make the seal visible when copied.*)
3. The instrument must be executed by legal owner(s) of the property.
- a. If jointly owned, both owners must sign;
  - b. If a trust, then the trustee must sign (as the trustee) on behalf of the trust;
  - c. If a Corporation, then either the President, any vice-president or the CEO must sign (and indicate their corporate title); or
  - d. If a Limited Liability Company (LLC), then the Managing Member must sign (and indicate their company title).
  - e. If a Limited Liability Partnership, then the general partner must sign (and be identified as the "general partner" of the named Limited Liability Partnership)
4. The acknowledgment should be modified to reflect the capacity of the signatory and the entity on whose behalf they are authorized. See Florida Statutes §695.25 for acknowledgment formats.

5. If a Corporation, LLC or LLP, it must be authorized to do business in the State of Florida as evidenced by a current filing in the Corporations Online Website for the Florida Secretary of State.
6. Prior to recording, the executed instrument must have the approval page signed by both the Division of Natural Resources and the County Attorney's Office.
7. The cost of recording all instruments is the responsibility of the property owner.
8. No instrument is effective until recorded in the Public Records of Lee County, Florida.
9. For any questions about the proper execution of instruments, please contact either the Division of Natural Resources or the County Attorney's Office.

F. APPENDIX / Model Instruments

1. **Instrument #1 - Deed of Conservation Easement and Covenant Limiting Watercraft Slips.** Base document to establish the number of possible Slips on a particular piece of property.
2. **Instrument #2 - Deed of Transfer of Slip Credits to an Identified Qualifying Receiving Parcel** - Allows a property owner with identified slips (from Document #1 above) to sell or transfer Slips from the donor parcel to an identified qualifying Receiving Parcel.
3. **Instrument #3 - Deed of Transfer of Slip Credits to an Interim Holding Entity** - Allows the property owner with identified slips (from Document #1 above) to sell or transfer Slips to an identified interim holding entity (without identifying the possible target or receiving parcel).
4. **Instrument #4 - Deed of Transfer of Slip Credits from an Interim Holding Entity to a Subsequent Interim Holding Entity** - Allows a subsequent identified holding entity (who does not have a possible target property or receiving parcel) to sell or transfer Slips (identified in Document #1 above) to another identified interim holding entity (who also does not yet have a target property or receiving parcel).
5. **Instrument #5 - Covenant and Assignment of Transfer of Slip Credits to a Qualified Receiving Parcel** - Allows the interim holding entity (who doesn't have a possible target property or receiving parcel)

to sell or transfer Slips (identified in Document #1 above) to another identified entity with a target or receiving parcel identified.

6. **Instrument #6 - Covenant of Non-use of Watercraft Slips and Conservation Easement** - Allows a property owner to limit the number of Slips to be used on an identified property. For example, (a site with 30 possible Slips) where the owner obtains approval to develop 20 Slips on the site, provided he agrees to keep the remaining 10 Slips on the property from use. This circumstance may arise as part of a mitigation agreement to get the approval to use the underlying 20 slips in the first place.

Instrument #6 is a starting point when it is necessary to limit the number of slips eligible for construction on the creating site, and where mitigation may be sought or necessary. The underlying approval of Slips on the site may be predicated on a certain number of Slips being permanently held from use or subsequent sale or transfer.



This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

STRAP Number: \_\_\_\_\_ The Above Space for Recording

**DEED OF CONSERVATION EASEMENT**  
and Covenant Limiting Watercraft Slips

THIS DEED OF CONSERVATION EASEMENT and Covenant Limiting Watercraft Slips ("*Conservation Easement*") is given this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*") to Lee County ("*County*"), a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (P.O. Box 398, Ft. Myers, FL 33902-0398).

As used herein, the term "Grantor" includes any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the real property situated in Lee County, Florida described in attached Exhibit "A" ("*Property*"). The term "County" includes any successor or assignee of the County.

No state documentary stamps or intangible taxes are due on this transaction.

WHEREAS, the Grantor is the sole owner in fee simple of the Property;

WHEREAS, the Grantor desires to grant this Conservation Easement over the Property so as to determine the maximum number of watercraft slips or slips ("*Slips*"), as defined by the adopted Lee County Manatee Protection Plan ("*Plan*"), that can be developed on the Property; and

WHEREAS, the Grantor desires to limit the number of Slips on the Property to be able to establish credits for the express purpose of creating Transfer of Slip Credits ("*TSC*") that may be sold or transferred from the Property to a qualifying receiving parcel ("*Receiving Parcel*") as determined under the terms of the Plan.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties

herein, the Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in §704.06, Florida Statutes, for and in favor of the County upon the Property. This Conservation Easement is binding on and will inure to the benefit of, the heirs, successors, and assigns of the Grantor and to County. Grantor expressly intends this Declaration to run with the land, and as such, it must be recorded by the Grantor in the Public Records of Lee County, Florida prior to the Grantor conveying, granting, or otherwise transferring any interest in the Property.

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

1. Purpose. The purpose of this Conservation Easement is to:
  - a. Determine the total number of Slips available on the Property consistent with the terms and conditions of the Plan. Absent a conservation easement limiting the development of Slips, the Property would be eligible to construct a maximum of \_\_\_\_\_ Slips or transfer up to a maximum of \_\_\_\_\_ Slips. (*Note: Under the terms of the Plan, the calculation for the maximum number of Slips that can be constructed on site is rounded up to the nearest whole number, while the maximum number of Slips that can be transferred is rounded down.*)
  - b. Allow the Grantor to limit the construction or operation of Slips on the Property for the express purpose of creating TSCs.
  - c. By limiting the number of Slips that can be developed on the Property to a maximum of \_\_\_\_\_ Slips, there is the understanding up to a maximum number of \_\_\_\_\_ Slips will become available to be approved as TSC's that can ultimately be transferred to a qualifying Receiving Parcel.
2. Rights of County. To carry out this purpose, the following rights are conveyed to County by this easement:
  - a. The right to take action to preserve and protect the environmental value of the Property;
  - b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, which is to prevent the construction of more than the total of Slips identified in above Paragraph 1.a. on the Property, and to require the restoration of areas or features of the Property that may have been damaged by previous uses inconsistent with this Conservation Easement;

- c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment, to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement;
  - d. The right to enforce this Conservation Easement by injunction or any proceeding 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 hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use;
  - e. The County is also provided the legal right to revoke, or refuse to issue, any development approvals relating to the Property if the Grantor fails to timely provide legally sufficient documentation of having recorded this Conservation Easement prior to conveying, granting, or otherwise transferring any interest in the Property; and
  - f. The County has the right and obligation to track the sale and use of TSCs resulting from the recording of this Conservation Easement.
3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for authorized maintenance or rebuilding activities:
- a. The construction and operation of more than \_\_\_\_\_ Slips on the Property.
  - b. 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, dredging and fencing.
4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the easement area that are not prohibited herein, which are not inconsistent with Florida Statute, any Agency rule, criteria, permit and the intent and purposes of this Conservation Easement.
5. Public Access. No right of access by the general public to any portion of the Property or a Receiving Parcel is conveyed or established by this Conservation Easement.

6. Responsibilities of Parties.

- a. Grantor, its successors or assigns, are responsible for costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, County its successors or assigns, will have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.
- b. Grantor will ensure that any successors-in-interest are on both actual and constructive notice of the limitation placed on the development of the Property through compliance with Paragraphs 14 and 17 herein.
- c. Upon proper application to the County, the County agrees to approve a sale or transfer of Slip Development Rights, as derived from the Property identified herein, to a qualifying Receiving Parcel.

7. No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Conservation Easement. The Property and any qualifying Receiving Parcel must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

8. Taxes. Grantor, its successors or assigns, must pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and must furnish County with satisfactory evidence of payment upon request.

9. Liability. Grantor, its successors or assigns, will assume all liability for injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Grantor agrees, on behalf of itself, its successors or assigns, or any person or entity claiming by or through Grantor, its successors or assigns, it may not hold County liable for damage or injury to person or personal property that may occur on the Property. Furthermore, the Grantor, its successors or assigns agrees to indemnify and hold harmless County for all liability, injury or damage to the person or property of third parties that may occur on the Property.

10. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, for itself, its successors or assigns, further agrees to indemnify the County for all liability arising from the subsequent placement

or discovery of hazardous or toxic material on the Property. In the event such material is discovered, Grantor, its successors or assigns, will be responsible for the removal of the materials following coordination and written approval of the County.

11. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this Conservation Easement will be at the reasonable discretion of County, and any forbearance on behalf of County to exercise its rights hereunder in the event of breach by Grantor, will not be deemed or construed to be a waiver of County's rights.
12. Venue and Enforcement Costs. The venue to enforce the terms of this Conservation Easement will be in Lee County, Florida. If the County prevails in an enforcement action, it will be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition. These remedies are in addition to any other remedy, fine, or penalty that may be applicable under Chapters 373 and 403, Florida Statutes.
13. Assignment of Rights. County will hold this Conservation Easement exclusively for conservation purposes. County will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under applicable state laws.
14. Recording in Land Records. Grantor must record this Conservation Easement in a timely fashion in the Public Records of Lee County, Florida. Grantor will pay all recording costs and taxes necessary to record this Conservation Easement in the public records.
15. Binding Force and Effect. The covenants, terms, conditions and restrictions of this Conservation Easement will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and continue as a servitude running in perpetuity with the Property.
16. Notices. All notices, consents, approvals or other communications hereunder must be in writing and will be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest. All notices to be sent to the County should be directed to the Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, with a copy to the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.
17. Subsequent Deeds. Grantor will incorporate 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 Property. Grantor further agrees to give written notice to County of the transfer of any interest in the fee underlying the Conservation Easement at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph will not impair the validity of this Conservation Easement or limit its enforceability in any way.

18. 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 will not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
19. Amendment, Alteration or Revocation. 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. This Conservation Easement may only be amended, altered, released in a manner that remains consistent with the State-approved Lee County Manatee Protection Plan. Any subsequent amendment, alteration, release or revocation of this Conservation Easement must be approved by the County and recorded in the Public Records of Lee County, Florida.
20. Controlling Law. The interpretation and performance of this Conservation Easement will be governed by the laws of the State of Florida.
21. Baseline Documentation Report. A Baseline Documentation Report ("*Report*") has been prepared by the County for the Property, the terms and conditions of which are incorporated herein by reference. The specific conservation values of the Property are documented in the Report associated with this Conservation Easement. The Report consists of reports, maps, photographs and other documentation that the parties herein agree provide an accurate representation of the Property at the time of execution of this Conservation Easement. The Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement. The Report includes, if available, the Environmental Resource Permit numbers, names, addresses and a project location map for both the donor and recipient sites, for future cross-referencing of the Transfer of Slip Credit. In addition, the Report includes a drawing of the (donor) Property depicting the shoreline encumbered by the Conservation Easement, with the specific length of shoreline as measured in feet.
22. Riparian Rights. This Conservation Easement conveys to County all riparian rights associated with the construction and operation of additional Slips on the Property as described in the Report and as set forth herein.
23. Ability to Execute this Conservation Easement. Grantor hereby covenants that Grantor is lawfully seized of the Property identified in attached Exhibit "A" in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgagees have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all person whomsoever.

*End of provisions*

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement intending to be bound on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness  
\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type or print name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness  
\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

Attachments: Exhibit "A" - Legal Description and Sketch

**ACCEPTANCE BY LEE COUNTY**

Lee County Division of Natural Resources

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Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office



This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

STRAP Number: \_\_\_\_\_ The Above Space for Recording

**DEED OF TRANSFER OF SLIP CREDITS  
to an Identified Qualifying Receiving Parcel**

THIS DEED OF TRANSFER OF SLIP CREDITS to an Identified Qualifying Receiving Parcel ("*Deed of Transfer*") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*"), to \_\_\_\_\_, having an address of \_\_\_\_\_ ("*Grantee*"), as follows:

[No state documentary stamps or intangible taxes are due on this transaction. This Deed of Transfer is not a conveyance of real property. This Deed of Transfer conveys the right to develop watercraft slips, which are not real property.]

WHEREAS, the Grantor herein owns or possess the legal right to \_\_\_\_\_ Transfer of Slip Credits ("*TSC*") pursuant to a Deed of Conservation Easement and Covenant Limiting Watercraft Slips ("*Conservation Easement*"), dated \_\_\_\_\_, 20\_\_\_\_, approved by Lee County, Florida, a political subdivision of the State of Florida, pursuant to its adopted Lee County Manatee Protection Plan ("*Plan*");

WHEREAS, the Conservation Easement was recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the Grantee herein is the owner of the real property located in Lee County, Florida, being more particularly described on attached Exhibit "A," and identified in the Plan as a qualifying receiving parcel ("*Receiving Parcel*");

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties herein, the Grantor hereby grants and conveys all right, title and interest in \_\_\_\_\_ of

the TSCs identified above for use and development on the Receiving Parcel described in attached Exhibit "A."

This Deed of Transfer is also made subject to the following:

Binding Force and Effect. The covenants, terms, conditions and restrictions of this Deed of Transfer and the Conservation Easement referenced herein will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and continue as a servitude running in perpetuity with the Property.

No Subsequent Transfer. The TSCs conveyed herein are only for use at the qualifying Receiving Parcel described on attached Exhibit "A." Any subsequent transfer of the TSCs must be approved by Lee County in conformity with the terms and conditions of the Conservation Easement and the Plan.

Public Access. No right of access by the general public to any portion of the qualifying Receiving Parcel is conveyed or established by this Deed of Transfer.

No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Deed of Transfer. The qualifying Receiving Parcel must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

Recording in Land Records. To be effective, the Grantee must record this Deed of Transfer in the Public Records of Lee County, Florida. Grantee will pay all recording costs and taxes necessary to record this Deed of Transfer in the public records, and must provide a copy of the recorded instrument to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, and the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.

Grantor hereby covenants that Grantor is lawfully seized of the TSCs identified herein; that the TSCs are free and clear of all encumbrances that are inconsistent with the terms of this Covenant and all mortgagees or lienholders have been joined or subordinated; and that Grantor has good right and lawful authority to convey the TSCs as covenanted herein.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Transfer intending to be bound on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

Attachments: Exhibit "A" - Legal Description and Sketch

**ACCEPTANCE BY LEE COUNTY**  
Deed of Transfer of Slip Credits  
to an Identified Qualifying Receiving Parcel

Lee County Division of Natural Resources

---

Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office

This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

The Above Space for Recording

**DEED OF TRANSFER OF SLIP CREDITS**  
**to an Interim Holding Entity**  
[For first transfer of TSCs by the original Grantor]

THIS DEED OF TRANSFER OF SLIP CREDITS to an Interim Holding Entity ("*Deed of Transfer*") is given this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*"), to \_\_\_\_\_, having an address of \_\_\_\_\_ ("*Grantee*"), as follows:

[No state documentary stamps or intangible taxes are due on this transaction. This Deed of Transfer is not a conveyance of real property. This Deed of Transfer conveys the right to develop watercraft slips, which are not real property.]

WHEREAS, \_\_\_\_\_ Transfer of Slip Credits ("*TSC*") were first recognized in a Deed of Conservation Easement and Covenant Limiting Watercraft Slips ("*Conservation Easement*"), dated \_\_\_\_\_, 20\_\_\_\_, approved by Lee County, Florida, a political subdivision of the State of Florida ("*County*"), pursuant to its adopted Lee County Manatee Protection Plan ("*Plan*");

WHEREAS, the Conservation Easement was recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference;

WHEREAS, the Grantor herein is the owner of TSCs as a result of the above referenced Conservation Easement; and

WHEREAS, the Grantor seeks to transfer to the Grantee \_\_\_\_\_ of the available TSCs for the Grantee's future sale, transfer or use.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties herein, the Grantor hereby grants and conveys all right, title and interest in the \_\_\_\_\_ TSCs identified above to the Grantee herein to be held for future sale, transfer or use and development on a County-approved qualifying receiving parcel not yet identified ("*Future Receiving Parcel*").

This Deed of Transfer is also made subject to the following:

Binding Force and Effect. The covenants, terms, conditions and restrictions of this Deed of Transfer and the Conservation Easement referenced herein will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns in perpetuity.

No Subsequent Transfer. Any subsequent transfer of the TSCs must be approved by the County in conformity with the terms and conditions of the Conservation Easement and the Plan.

Identification of Approved Site Required. The TSCs conveyed herein are only for use on a Future Receiving Parcel approved by the County, Florida in accordance with the terms of the Conservation Easement and the Plan. No parcel has been identified or approved as of the date of this conveyance.

No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Deed of Transfer. The Future Receiving Parcel must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

Recording in Land Records. To be effective, the Grantee must record this Deed of Transfer in the Public Records of Lee County, Florida. Grantee will pay all recording costs and taxes necessary to record this Deed of Transfer in the public records, and must provide a copy of the recorded instrument to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, and the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.

Grantor hereby covenants that Grantor is lawfully seized of the TSCs identified herein; that the TSCs are free and clear of all encumbrances that are inconsistent with the terms of this Deed of Transfer and all mortgagees or lienholders have been joined or subordinated; and that Grantor has good right and lawful authority to convey the TSCs identified herein.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Transfer intending to be bound on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

**ACCEPTANCE BY LEE COUNTY**  
Deed of Transfer of Slip Credits  
to an Interim Holding Entity

Lee County Division of Natural Resources

---

Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office



This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

The Above Space for Recording

**DEED OF TRANSFER OF SLIP CREDITS**  
**from an Interim Holding Entity to a Subsequent Interim Holding Entity**  
[For subsequent transfer of TSCs by an Interim Holding Entity]

THIS DEED OF TRANSFER OF SLIP CREDITS from an Interim Holding Entity to a Subsequent Interim Holding Entity ("*Deed of Transfer*") is given this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*"), to \_\_\_\_\_, having an address of \_\_\_\_\_ ("*Grantee*"), as follows:

[No state documentary stamps or intangible taxes are due on this transaction. This Deed of Transfer is not a conveyance of real property. This Deed of Transfer conveys the right to develop watercraft slips, which are not real property.]

WHEREAS, \_\_\_\_\_ Transfer of Slip Credits ("*TSC*") were first recognized in a Deed of Conservation Easement and Covenant Limiting Watercraft Slips ("*Conservation Easement*"), dated \_\_\_\_\_, 20\_\_\_\_, approved by Lee County, Florida, a political subdivision of the State of Florida ("*County*"), pursuant to its adopted Lee County Manatee Protection Plan ("*Plan*");

WHEREAS, the Conservation Easement was recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference;

WHEREAS, the Grantor herein is the owner of \_\_\_\_\_ TSCs as a result of a Deed of Transfer to an Interim Holding Entity, dated \_\_\_\_\_, 20\_\_\_\_, recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the Grantor seeks to transfer to the Grantee \_\_\_\_\_ of the available TSCs for the Grantee's future sale, transfer or use.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties herein, the Grantor hereby grants and conveys all right, title and interest in the \_\_\_\_\_ TSCs identified above to the Grantee herein to be held for future sale, transfer or use and development on a County-approved qualifying receiving parcel not yet identified ("*Future Receiving Parcel*").

This Deed of Transfer is also made subject to the following:

Binding Force and Effect. The covenants, terms, conditions and restrictions of this Deed of Transfer and the Conservation Easement referenced herein will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns in perpetuity.

No Subsequent Transfer. Any subsequent transfer of the TSCs must be approved by Lee County in conformity with the terms and conditions of the Conservation Easement and the Plan.

Identification of Approved Site Required. The TSCs conveyed herein are only for use on a Future Receiving Parcel approved by the County in accordance with the terms of the Conservation Easement and the Plan. No parcel has been identified or approved as of the date of this conveyance.

No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Deed of Transfer. The Future Receiving Parcel must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

Recording in Land Records. To be effective, the Grantee must record this Deed of Transfer in the Public Records of Lee County, Florida. Grantee will pay all recording costs and taxes necessary to record this Deed of Transfer in the public records, and must provide a copy of the recorded instrument to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, and the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.

Grantor hereby covenants that Grantor is lawfully seized of the TSCs identified herein; that the TSCs are free and clear of all encumbrances that are inconsistent with the terms of this Deed of Transfer and all mortgagees or lienholders have been joined or subordinated; and that Grantor has good right and lawful authority to convey the TSCs identified herein.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Transfer intending to be bound on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

**ACCEPTANCE BY LEE COUNTY**  
Deed of Transfer of Slip Credits  
from an Interim Holding Entity to a Subsequent Interim Holding Entity

Lee County Division of Natural Resources

---

Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office

This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

STRAP Number \_\_\_\_\_

The Above Space for Recording

**COVENANT and ASSIGNMENT OF TRANSFER OF SLIP CREDITS  
TO A QUALIFIED RECEIVING PARCEL**

[For assignment of TSCs by an Interim Holding Entity to a Receiving Parcel]

THIS COVENANT and ASSIGNMENT OF TRANSFER OF SLIP CREDITS TO A QUALIFIED RECEIVING PARCEL ("*Covenant*") is given this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*"), to Lee County, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (P.O. Box 398, Fort Myers, Florida 33902) ("*County*"), as follows:

[No state documentary stamps or intangible taxes are due on this transaction. This Covenant is not a conveyance of real property. This Covenant assigns the right to develop watercraft slips, which are not real property.]

WHEREAS, \_\_\_\_\_ Transfer of Slip Credits ("*TSC*") were first recognized in a Deed of Conservation Easement and Covenant Limiting Watercraft Slips ("*Conservation Easement*"), dated \_\_\_\_\_, 20\_\_\_\_, approved by Lee County, Florida, a political subdivision of the State of Florida ("*County*"), pursuant to its adopted Lee County Manatee Protection Plan ("*Plan*");

WHEREAS, the Conservation Easement was recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference;

WHEREAS, the Grantor herein is the owner of \_\_\_\_\_ TSCs as a result of a Deed of Transfer to an Interim Holding Entity, dated \_\_\_\_\_, 20\_\_\_\_, recorded in the Public Records of Lee County, Florida on \_\_\_\_\_, 20\_\_\_\_, as Instrument Number \_\_\_\_\_, the terms and conditions of which are incorporated herein by reference;

WHEREAS, there Grantee herein is the owner of the real property situated in Lee County, Florida, described in attached Exhibit "A" ("*Property*"), which Property has been identified and approved by the County as a qualifying receiving parcel ("*Receiving Parcel*"); and

WHEREAS, the Grantor seeks to assign \_\_\_\_\_ of the available TSCs to the Receiving Parcel.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties herein, the Grantor hereby grants and conveys all right, title and interest in the \_\_\_\_\_ TSCs identified above to be assigned to the Property described in attached Exhibit "A" for use and development as a Receiving Parcel.

This Covenant is also made subject to the following:

Binding Force and Effect. The covenants, terms, conditions and restrictions of this Covenant referenced herein will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and continue as a servitude in perpetuity with the Property.

No Subsequent Transfer. The TSCs assigned herein are only for use at the qualifying Receiving Parcel described in attached Exhibit "A." Any subsequent transfer of the TSCs must be approved by Lee County in conformity with the terms and conditions of the Conservation Easement and the Plan.

Public Access. No right of access by the general public to any portion of the qualifying Receiving Parcel is conveyed or established by this Covenant.

No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Covenant. The qualifying Receiving Parcel must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

Recording in Land Records. To be effective, the Grantee must record this Covenant in the Public Records of Lee County, Florida. Grantee will pay all recording costs and taxes necessary to record this Covenant in the public records, and must provide a copy of the recorded instrument to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, and the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.

Grantor hereby covenants that Grantor is lawfully seized of the TSCs identified herein; that the TSCs are free and clear of all encumbrances that are inconsistent with the terms of this Covenant and all mortgagees or lienholders have been joined or subordinated; and that Grantor has good right and lawful authority to convey the TSCs as covenanted herein.

IN WITNESS WHEREOF, the Grantor has executed this Covenant intending to be bound on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

\_\_\_\_\_  
Type or print name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

Attachments:      Exhibit "A" - Legal Description and Sketch of Qualifying Receiving Parcel

**ACCEPTANCE BY LEE COUNTY**  
Covenant and Assignment of Transfer of Slip Credits  
to Qualified Receiving Parcel

Lee County Division of Natural Resources

---

Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office



This Instrument Prepared by:

Return to: Lee County Division of Natural Resources  
P.O. Box 398  
Fort Myers, FL 33902-0398

STRAP Number \_\_\_\_\_

The Above Space for Recording

**COVENANT OF NON-USE OF WATERCRAFT SLIPS  
and CONSERVATION EASEMENT**

THIS COVENANT OF NON-USE OF TRANSFER OF SLIPS and CONSERVATION EASEMENT ("*Covenant*") is given this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, having an address at \_\_\_\_\_ ("*Grantor*"), to Lee County, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 (P.O. Box 398, Fort Myers, Florida 33902) ("*County*"), as follows:

As used herein, the term "Grantor" includes any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the real property situated in Lee County, Florida described in attached Exhibit "A" ("*Property*"). The term "County" includes any successor or assignee of the County.

WHEREAS, the Grantor is the sole owner in fee simple of the Property;

WHEREAS, the Grantor desires to grant this Covenant over the Property for the express purpose of limiting the maximum number of watercraft slips or slips ("*Slips*") that can actually be developed on the Property;

WHEREAS, the maximum number of Slips available to be developed on the Property has been determined by the County in a Baseline Documentation Report ("*Report*"), consistent with the terms and conditions of the adopted Lee County Manatee Protection Plan ("*Plan*");

WHEREAS, the Grantor and County agree \_\_\_\_\_ is the maximum number of Slips that can be developed on the Property; and

WHEREAS, the Grantor seeks to develop only \_\_\_\_\_ of the Slips otherwise able to be developed on the Property, and further seeks to hold in perpetuity the remaining \_\_\_\_\_ Slips in a state or condition of non-use under the terms and conditions of this Covenant.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, by the parties herein, the Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in §704.06, Florida Statutes, for and in favor of the County upon the Property to identify the maximum number of Slips that can be developed on the Property, to agree to develop only a limited number of those Slips, and further agreeing to hold the remaining number of Slips attributable to the Property in a state or condition of non-use.

This Covenant is also made subject to the following:

1. Source of Slips. Under the terms of the Report and the Plan the Slips identified herein are derived from the Property described in attached Exhibit "A" and are only available for development or use at the Property.
2. Limitation on Number of Slips. Under the terms of the Report and the Plan, the Grantor could possibly develop a maximum of \_\_\_\_\_ Slips on the Property. The Grantor agrees to only develop \_\_\_\_\_ Slips, and the Grantor further agrees to hold in perpetuity the remaining \_\_\_\_\_ Slips in a state or condition of non-use under the terms and provisions of this Covenant.
3. No Subsequent Sale or Transfer. Unless approved by the County in conformity with the terms and conditions of the Report and the Plan, the Grantor will not sell, convey or transfer any of the Slips agreed to be held in perpetuity in a state or condition of non-use under the terms and provisions herein.
4. No Additional Slips. The Grantor will not attempt or seek to purchase or otherwise acquire any new or additional Slips for development or use on the Property in excess of the limitations indicated herein.
5. Binding Force and Effect. The covenants, terms, conditions and restrictions of this Covenant will be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and will continue as a servitude in perpetuity on the Property.
6. Rights of County. The following rights are conveyed to County by this Covenant:
  - a. The right to take action to preserve and protect the environmental value of the Property;

- b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Covenant, which is to prevent the construction Slips in excess of the limitations indicated herein;
  - c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment, to determine if Grantor or its successors and assigns are complying with the conditions and prohibitions contained in this Covenant;
  - d. The right to enforce this Covenant by injunction or any proceeding at law or in equity to enforce the provisions of this Covenant and the conditions and prohibitions set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein and the right to require the Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use;
  - e. The County is also provided the legal right to revoke, or refuse to issue, any development approvals relating to the Property if the Grantor fails to timely provide legally sufficient documentation of having recorded this Covenant prior to conveying, granting or otherwise transferring any interest in the Property; and
  - f. The County has the right and obligation to track the use and development of Slips on the Property resulting from the recording of this Covenant.
7. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Covenant. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for authorized maintenance or rebuilding activities:
- a. The construction and operation of any number of Slips on the Property in excess of the limitations as indicated herein.
  - b. 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, dredging and fencing.
8. No Zoning Approval Guaranteed or Conveyed. No rights of zoning approval are implied or conveyed by this Covenant. The Property must either have or obtain the appropriate zoning approval from the County prior to the application for a dock permit or development order. Such zoning approval may require a public hearing.

9. Recording in Land Records. To be effective, the Grantor must record this Covenant in the Public Records of Lee County, Florida. Grantor will pay all recording costs and taxes necessary to record this Covenant in the Public Records, and must provide a copy of the recorded instrument to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, and the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.
10. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with Florida Statute, any Agency rule, criteria, permit and the intent and purposes of this Covenant.
11. Liability. Grantor, its successors or assigns, will assume all liability for injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the Property by the Grantor, its successors or assigns. Grantor agrees, on behalf of itself, its successors or assigns, or any person or entity claiming by or through Grantor, its successors or assigns, it may not hold County liable for damage or injury to person or personal property that may occur on the Property. Furthermore, the Grantor, its successors or assigns agrees to indemnify and hold harmless County for all liability, injury or damage to the person or property of third parties that may occur on the Property.
12. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this Covenant will be at the reasonable discretion of County, and any forbearance on behalf of County to exercise its rights hereunder in the event of breach by Grantor, will not be deemed or construed to be a waiver of County's rights.
13. Venue and Enforcement Costs. The venue to enforce the terms of this Covenant will be in Lee County, Florida. If the County prevails in an enforcement action, it will be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Covenant or to the vegetative and hydrologic condition. These remedies are in addition to any other remedy, fine, or penalty that may be applicable under Chapters 373 and 403, Florida Statutes.
14. Assignment of Rights. County will hold this Covenant exclusively for conservation purposes. County will not assign its rights and obligations under this Covenant except to another organization qualified to hold such interests under applicable state laws.
15. Notices. All notices, consents, approvals or other communications hereunder must be in writing and will be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest. All notices to be sent to the County should be directed to Lee County Division of Natural Resources, 1500 Monroe Street, Fort Myers, Florida 33901, with a copy to the Office of the County Attorney, P.O. Box 398, Fort Myers, Florida 33902-0398.

16. Subsequent Deeds. Grantor will incorporate the terms and restrictions of this Covenant in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to County of the transfer of any interest in the fee underlying the Covenant at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph will not impair the validity of this Covenant or limit its enforceability in any way.
17. Severability. If any provision of this Covenant or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Covenant will not be affected thereby, as long as the purpose of the Covenant is preserved.
18. Amendment, Alteration or Revocation. This Covenant may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest. This Covenant may only be amended, altered or released in a manner that remains consistent with the State-approved Lee County Manatee Protection Plan and any subsequent amendment, alteration, release or revocation of this Conservation Easement must be approved by the County and recorded in the Public Records of Lee County, Florida.
19. Controlling Law. The interpretation and performance of this Covenant will be governed by the laws of the State of Florida.
20. Baseline Documentation Report. A Baseline Documentation Report ("*Report*") has been prepared by the County for the Property, the terms and conditions of which are incorporated herein by reference. The specific conservation values of the Property are documented in the Report associated with this Covenant. The Report consists of reports, maps, photographs and other documentation that the parties herein agree provide an accurate representation of the Property at the time of execution of this Covenant. The Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Covenant. The Report includes, if available, the Environmental Resource Permit numbers, names, addresses and a project location map for both the Property. In addition, the Report includes a drawing of the Property depicting the shoreline encumbered by the Covenant, with the specific length of shoreline as measured in feet.
21. Riparian Rights. This Covenant conveys to County all riparian rights associated with the construction and operation of the Slips on the Property identified to be held in a state or condition of non-use under the terms and provisions of this Covenant.

22. Ability to Execute this Covenant. Grantor hereby covenants that Grantor is lawfully seized of the Property described in attached Exhibit "A" in fee simple and the Slips identified herein; that the Property and Slips are free and clear of all encumbrances that are inconsistent with the terms of this Covenant and all mortgagees or lienholders have been joined or subordinated; that Grantor has good right and lawful authority to covenant and limit the Slips as covenanted herein and and that it hereby fully warrants and defends the title to the Covenant hereby conveyed against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Covenant intending to be bound on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

\_\_\_\_\_  
Type or print name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[stamp/seal]

\_\_\_\_\_  
Notary Public

Attachments: Exhibit "A" - Legal Description and Sketch

**ACCEPTANCE BY LEE COUNTY**  
Covenant of Non-use of Watercraft Slips  
and Conservation Easement

Lee County Division of Natural Resources

---

Signature  
Roland E. Ottolini  
Director

Approved as to Form

---

Lee County Attorney's Office