

## CONSERVATION EASEMENT – GENERAL TERMS

Warm Mineral Springs Park, North Port, FL

*Grantor:* CITY OF NORTH PORT, a political subdivision of the State of Florida, having an address of 4970 City Hall Boulevard, North Port, FL, 34286

*Grantee:* BIG WATERS LAND TRUST, INC. a Florida Not-For-Profit corporation having a mailing address at P.O. Box 902, Osprey, Florida 34229.

*Property:* 12200 San Servando Avenue, North Port, FL 34287; Sarasota County Tax Parcel # \_\_\_\_\_ encompassing 53.32 acres.

1. Purpose: To protect and preserve in perpetuity the Conservation Values of the property, keep the land forever in a natural and recreational condition for use by the public and to prevent any subdivision or non-recreational development of the property. This Conservation Easement runs with the land, and is enforceable by Grantee against Grantor and Grantor's successors and assigns, lessees, agents, and licensees.
2. Conservation Values:
  - a. Protection of the geologic, archeologic, cultural and historic resources and features of significance on the site.
  - b. Protection of the water quality and living resources of the Spring head that flows into Warm Mineral Springs Creek, to Salt Creek, and subsequently, the Myakka River.
  - c. Protection of existing native tree canopy and rare and protected plants.
  - d. Protection of threatened or endangered animals.
  - e. Maintenance and enhancement of natural habitats, native tree canopy, and contiguous open space for birds and other wildlife to promote biodiversity in accordance with an approved management plan.
  - f. Protection of the corridor of open space to benefit people and wildlife.
3. Prohibited Uses:
  - a. Activities that would diminish the Conservation Values (unless specifically identified as a Permitted Use).
    - i. Construction or topographic alteration except as required for recreational amenities authorized herein, hydrologic alteration, dumping, mining, industrial activities.
  - b. Subdivision of the property.
  - c. Conversion of any Natural Areas to more intensive land uses.
  - d. Planting of exotic invasive species, as defined by Florida Invasive Species Council (FISC) or its successor.
  - e. Recreational artifact scouting, surface collection and digging for artifacts.
4. Permitted Uses:
  - a. Passive, low-impact recreation activities within Improved Areas such as nature walks, off-road bicycling (including electric bicycles as defined in the Florida Statutes), community vegetable plot gardening, nature interpretation, bird and wildlife watching, public gathering.

- b. Within Natural Areas, recreational activities shall be limited to designated trails.
- c. The right to develop, construct, repair, remove, improve and maintain a recreational trail system and park elements as conceptually shown on April 2019 Warm Mineral Springs Park Final Master Plan, and similar enhancements thereto.
- d. Public amenities including bicycle and pedestrian paths, bridges, benches, shade structures, wildlife enhancements, plaza space, and educational, regulatory, and wayfinding signage.
- e. Ancillary open-air structures including fences and educational displays that do not impede movement of wild animals.
- f. Within Improved Areas, the right to develop, construct repair, remove, improve and maintain a public botanical garden/arboretum to include landscape plantings, planters, urns, irrigation, lighting, connected walkways, and hardscape such as pergola, retaining walls, water features and other related elements.
- g. Within Improved Areas, the right to develop and construct, repair, remove, improve or expand and maintain open-air historic/educational displays.
- h. Routine and preventative maintenance of grounds and trails, invasive plant removal, reforestation, wetland management and enhancement.
- i. Access to the drainage easement for maintenance and repair purposes.

5. Rights and Obligations of Grantee:

- a. The right to preserve and protect in perpetuity the Conservation Values.
- b. The right to enter upon, over and across the property to ensure compliance with the terms and conditions of the Conservation Easement.
- c. The right to prevent any activity on or use of the property that is inconsistent with the Purposes of provisions of the Conservation Easement.
- d. The obligation to remove invasive exotic plants and wildlife, as defined by Florida Invasive Species Council (FISC) or its successor.

Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement.