



Natural Area Conservation Easement

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, made the _____ day of _____ in the year Two thousand and _____ (20____), between as party or parties of the first part, (hereinafter called "Grantor"), and CITY OF ROSWELL, a Georgia Municipal Corporation, as party or parties of the second part, (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Grantor is the owner of all that tract or parcel of land lying and being in Land Lot _____, _____ District, _____ Section, Fulton County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Easement Property"); and

WHEREAS, Grantor desires to grant to Grantee a Natural Area Conservation Easement to fulfill all or part of the water quality requirements as provided in the City of Roswell Code of Ordinances; and

WHEREAS, Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia; and

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, as defined by Clause (v) of Section 170(b)(1)(A), and Section 170(c)(1); and

WHEREAS, Grantee is a qualified "holder" within the meaning of Official Code of Georgia Annotated §44-10-2(2)(A); and

WHEREAS, Grantee, by recording this Deed of Conservation Easement accepts the grant and dedication of the Easement Property under the terms hereinafter specified.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and Other Valuable Considerations, Grantor has donated, granted, remised, released, and conveyed, and by these presents does hereby donate, grant, remise, release, and convey unto Grantee a perpetual Conservation Easement in, to and through the Easement Property described in Exhibit "A", subject to the following terms, conditions, restrictions, and reservations:

- (a) No building, billboard or advertising material, fence or other structure shall be erected on the property.
- (b) there shall be no dumping of soil, ashes, waste or other unsightly or offensive material.
- (c) There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material nor any building of roads or other change in the general topography of the land, excepting the maintenance of existing foot trails, fire lanes, farm roads or other accesses.
- (d) There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary for (a) the maintenance of existing foot trail, fire lanes, or other accesses, (b) the

prevention or treatment of disease, or (c) other good husbandry practices approved by the Grantee.

- (e) No advertising of kind or nature shall be located on or within the property.
- (f) There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation and fish and wildlife or habitat preservation.
- (g) Grantor and Grantee acknowledge and agree that Grantor retains and owns certain property (hereinafter called the "Retained Property") located immediately adjacent to the Easement Property. For the benefit of Grantor and its successors and assigns and the Retained Property, Grantor hereby reserves the right to continue to use the Easement Property for all purposes not inconsistent with this Conservation Easement.
- (h) The general purpose of this Conservation Easement is to assure that in the future there is property that retains its present natural, scenic, aesthetic, watershed, wildlife, forest, and habitat condition. Neither Grantor nor Grantee shall have the right to mine the surface or subsurface of the Easement Property in compliance with Section 170(h)(5)(B) of the Internal Revenue Code of 1986, as amended.
- (i) No representation is made by Grantee as to the tax implications to Grantor of this transaction.
- (j) The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Easement property in perpetuity and enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Easement Property.
- (k) Nothing contained herein will result in a forfeiture or reversion of Grantor's title, in any respect, and any condition, restriction or other matter contained herein shall be construed as a covenant.
- (l) In the event a violation of these terms, conditions or restrictions is found to exist the Grantee, or its successor or assign, may, after a thirty (30) day notice to the grantor, or his/her personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior condition, or for damages for breach of covenant.
- (m) The Grantee, or its successor or assign, does not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms, conditions and purposes of this conservation easement by a failure to act.
- (n) The Grantee, or its successor or assign, reserves the right to enter the property at all reasonable times for the purpose of inspecting the property to determine if the Grantor, or his/her personal representatives, heirs, successors, or assigns, is complying with the terms of, conditions, restrictions and purposes of this conservation easement.

IN WITNESS WHEREOF, the Grantor has signed and sealed and Grantee has accepted this Deed of Conservation Easement, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

(SEAL)

By:

(SEAL)

Title:

Attest:

Notary Public

My Comm. Exp.: _____

Date Notarized: _____

(SEAL)

ACCEPTED BY:

Unofficial Witness

CITY OF ROSWELL,

a Georgia municipal corporation

(SEAL)

By:

(SEAL)

Title:

Attest:

Notary Public

My Comm. Exp.: _____

Date Notarized: _____

(SEAL)