

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 27th day of March, 1995, by Orange County a political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393, or Osceola County, a political subdivision of the State of Florida, whose mailing address is 17 South Vernon Avenue, Kissimmee, Florida 32741, ("Orange County and Osceola County are hereinafter collectively "Grantors"), to the Florida Game and Fresh Water Fish Commission (GFC), an agency of the State of Florida, with its principal office at 620 S. Meridian Street, Tallahassee, Florida 32399-1600, an agency of the State of Florida, ("Grantee").

W I T N E S S E T H:

WHEREAS, the above named parties submitted an application to the Florida Communities Trust program for acquisition of certain lands situated in Orange and Osceola County, hereinafter referred to as the "Project", more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the FCT Governing Board pursuant to Sections 259.101 and 380.502, Florida Statutes, and Rule 9K-4, Florida Administrative Code awarded Conceptual Approval to the Project partnership application on April 30, 1992; and

WHEREAS, as part and condition of the FCT Project Approval, all parties have approved the Split Oak Forest Mitigation Park Management Plan and the Interagency Agreement, and together with the Conceptual Approval Agreement and Grant Award Agreement are collectively referred to as "Governing Documents", attached hereto, the terms of which are hereby incorporated herein by reference; and

WHEREAS, the Board of the Florida Communities Trust has approved the Governing Documents which provides for the conveyance of conservation easements in a phased approach to GFC for lands it uses as mitigation for impacts to listed wildlife populations; and

WHEREAS, the Grantors are owners of the specific parcel of the Property described in Exhibit "B"; and

NOW THEREFORE, Grantors hereby grant, create, and establish a perpetual

conservation easement upon the parcel described in Exhibit "B", which shall run with the land and be binding upon the Grantors, its successors and assigns, and remain in full force and effect forever.

1. The scope, nature, and character of this conservation easement is to ensure that the area described in Exhibit "B" shall be used and managed as a GFC Mitigation Park. Except as otherwise provided for herein, or in the Governing Documents, the Property will be retained forever in its natural state pursuant to Section 704.06, Florida Statutes. To carry out this purpose the following rights are conveyed to Grantees by this easement:

(a) To enter upon the Property to control and regulate use, to perform habitat management activities and to enforce the rights herein granted by Grantor, its heirs, successors or assigns;

(b) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use; and

(c) To preserve and protect and, consistent with the Governing Documents, enhance the natural and ecological features of the Property including, without limitation, topography, soil, hydrology, vegetation and wildlife.

2. Except for specific activities authorized by the Governing Documents, or as may be amended by mutual agreement in writing by Grantee and Grantor, and as more specifically referenced herein, including, without limitation, creation, restoration, enhancement and preservation of wetlands and upland habitat areas, this Deed of Conservation Easement prohibits the following activities in, on or under the Property:

- (a) Construction or placing of buildings, roads, billboards, utilities, or other structures on or above the ground not specified in the Governing Documents;
- (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) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic plant species or other vegetation where necessary for management and restoration;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock,

- or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
 - (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
 - (g) Acts or uses detrimental to such retention of land or water areas;
 - (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
 - (i) Acts or uses inconsistent with the purpose of this conservation easement as set forth in Section 704.061, Florida Statutes, as it may be amended from time to time, and any successor law, rule or statute.

3. Grantors intend that enforcement of the terms and provisions of the conservation easement and the Governing Documents shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise their rights hereunder in the event of any breach hereof by Grantors their successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantees' rights hereunder in the event of a subsequent breach.

4. Notwithstanding the prohibitions specified in Subparagraphs a. through i. of Paragraph 2 above, Grantors expressly reserve the right to construct, operate and maintain recreational facilities and necessary ancillary facilities on the property in a manner consistent with the Governing Documents.

5. Grantee agrees 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 acceptable to the Grantors and qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

6. If any provision of this conservation easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this conservation easement, and the applications of such provision to persons or circumstances other than those as to which it is found

to be invalid, shall not be affected thereby.

7. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest, at the addresses above set forth or such new addresses as either party may in writing deliver to the other.

TO HAVE AND TO HOLD unto Grantee, their respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this easement shall not only be binding upon Grantors but also its agents, personal representatives, heirs, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantors have set their hand on the day and year first above written.

~~For the Use and Reliance
of Orange County only
Approved as to Form~~

~~ORANGE COUNTY, FLORIDA~~

~~By: _____
County Attorney~~

By: _____
Linda W. Chapin
Orange County Chairman

For the Use and Reliance
of Osceola County only
Approved as to Form

OSCEOLA COUNTY, FLORIDA

By: _____
County Attorney

By: Chuck Dinnick
Chuck Dinnick, Chairman

ATTEST:

WITNESS:

[Signature]
Clerk/Deputy Clerk of the Board

Printed _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 27th
day of March, 1995 by CHUCK DUNNICK and William [unclear]
[unclear] as Chairman and Clerk/Deputy Clerk respectively
of the Board of County Commissioners of Osceola County, Florida,
and who are personally known to me and who did not take an oath.

WITNESS my signature and official seal at Kissimmee, Osceola
County, Florida, the day and year last aforesaid.

[Signature]
Printed: Anna R. Powell
Notary Public
Commission No.: 0015532

My Commission Expires 10/27/95

COPIED

GRANTEE'S ACCEPTANCE

The Florida Game and Fresh Water Fish Commission hereby approves the foregoing Conservation Easement and agrees to all the terms and provisions.

Signed, sealed and Delivered in our presence and witnesses:

FLORIDA GAME AND FRESH WATER FISH COMMISSION

Rosemary Maza
WITNESS

By: Allan L. Egbert

Rosemary Maza
(Print Name of Witness)

Allan L. Egbert
(Print Name and Title)
Executive Director

K. m. Wright
WITNESS

Address: 620 South Meridian Street
Tallahassee, Florida 32399-1600

K. m. Wright
(Print Name of Witness)

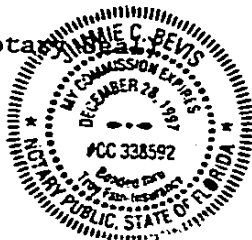
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jimmie C. Bevis
Commission Attorney

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 26th day of April, 1995 by Allan L. Egbert the Executive Director of the Florida game and Fresh Water Fish Commission, a Department of the State of Florida, on behalf of the department. He/she is personally known to me.

(Affix Notary Seal)



Jimmie C. Bevis
(Signature of Notary Public)

JIMMIE C. BEVIS

(Print Name of Notary Public)
NOTARY PUBLIC

Serial/Commission No. CC 338592
My Commission expires: 12/28/97

EXHIBIT A

SPLIT OAK FOREST MITIGATION PARK
LEGAL DESCRIPTION

Orange County portion

All of the South 1/2 of Section 27, Township 24 South, Range 31 East less that portion thereof lying below the Meander Line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South 1/2 of Section 27, Township 24 South, Range 31 East lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All of the above located in Orange County, Florida.

Osceola County portion

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit Court of Osceola County, Florida in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads, all in Osceola County, Florida.

All of the above located in Osceola County, Florida.

EXHIBIT B

SPLIT OAK MITIGATION PARK
CONSERVATION EASEMENT No. 2
FOR FLORIDA GAME AND FRESH WATER FISH COMMISSION

A PARCEL OF LAND FOR THE PURPOSE OF A CONSERVATION EASEMENT FOR THE FLORIDA GAME AND FRESH WATER FISH COMMISSION, LOCATED IN SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST IN OSCEOLA COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST; THENCE S 00° 06' 49" E, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 3731.15 FEET; THENCE DEPART SAID EAST LINE ON A BEARING OF S 89° 53' 12" W A DISTANCE OF 173.71 FEET; THENCE N 28° 49' 05" W A DISTANCE OF 231.58 FEET; THENCE N 87° 02' 52" W A DISTANCE OF 414.43 FEET; THENCE N 18° 48' 21" E A DISTANCE OF 481.15 FEET; THENCE N 06° 20' 31" W A DISTANCE OF 275.60 FEET; THENCE N 68° 41' 18" W A DISTANCE OF 209.14 FEET; THENCE S 65° 30' 14" W A DISTANCE OF 224.38 FEET; THENCE S 75° 26' 22" W A DISTANCE OF 295.46 FEET; THENCE N 42° 43' 54" W A DISTANCE OF 508.69 FEET; THENCE N 78° 05' 33" W A DISTANCE OF 352.47 FEET; THENCE S 66° 18' 50" W A DISTANCE OF 250.28 FEET; THENCE S 06° 01' 34" E A DISTANCE OF 378.36 FEET; THENCE S 22° 05' 21" E A DISTANCE OF 869.50 FEET; THENCE S 89° 59' 04" W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 814.53 FEET; THENCE N 00° 06' 49" W, PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1867.18 FEET; THENCE S 68° 26' 54" E A DISTANCE OF 119.13 FEET; THENCE S 81° 09' 27" E A DISTANCE OF 248.19 FEET; THENCE S 86° 48' 53" E A DISTANCE OF 350.58 FEET; THENCE N 73° 14' 07" E A DISTANCE OF 504.78 FEET; THENCE S 77° 22' 10" E A DISTANCE OF 420.80 FEET; THENCE N 72° 02' 17" E A DISTANCE OF 422.83 FEET; THENCE N 37° 20' 47" E A DISTANCE OF 435.79 FEET; THENCE N 54° 30' 22" E A DISTANCE OF 297.81 FEET; THENCE N 04° 18' 02" E A DISTANCE OF 264.61 FEET; THENCE N 44° 05' 56" W A DISTANCE OF 751.48 FEET; THENCE N 47° 00' 02" W A DISTANCE OF 612.20 FEET TO THE NORTH LINE OF THE NORTH EAST ONE-QUARTER OF SAID SECTION 3; THENCE S 89° 50' 40" E, ALONG SAID NORTH LINE, A DISTANCE OF 1143.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.00 ACRES

PART OR PARTS OF
NOT OF QUALITY TO BE REPRODUCED
LEGIBLY. RECORDING CLERK