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This document was prepared by and after recording should be returned to Anthony J. Cotter, Assistant County Attorney, Orange County Attorney's Office, 201 S. Rosalind Avenue, 3rd Floor, Orlando, Florida 32802

CONSERVATION EASEMENT

Know all persons by these presents that in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Orange County, Florida, a political subdivision of the State of Florida and a charter county, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393, (Grantor), has granted to the Florida Fish and Wildlife Conservation Commission (FFWCC), a constitutional agency of the State of Florida, (Grantee) with its principal office at 620 S. Meridian Street, Tallahassee, Florida 32399-1600, a perpetual conservation easement in and over the real property in Orange County, hereinafter referenced to as the "Property" described more specifically in composite **Exhibit A** attached hereto and incorporated herein by this reference this 19th day of June, 2001; and

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

As used herein, the term "Governing Documents" shall mean the Split Oak Forest Mitigation Park Management Plan; the Interagency Agreement between Orange County, Florida, Florida Game and Freshwater Fish Commission, and Osceola County, Florida, effective on February 22, 1994; the Florida communities Trust ("FCT") Grant Award Agreement dated March 29, 1994 (PIA Award #91-009 PIA).

1. The scope, nature, and character of this conservation easement is to ensure that the area described in Exhibit A shall be used and managed as a FFWCC Mitigation Park. Except as otherwise provided for herein, or in the Governing Documents as defined above and set forth in **Exhibit B** attached hereto and incorporated herein by this reference, the Property will be retained forever in its natural state pursuant to Section 704.06, Florida Statutes (1999). To carry out this

RETURN TO REAL ESTATE
MANAGEMENT DIVISION



purpose the following rights are conveyed to Grantee 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 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 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, water, 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; and
- (i) Acts or uses inconsistent with the purpose of this conservation easement as set forth in Section 704.06, Florida Statutes, as it may be amended from time to time, and any successor law, rule or statute.

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

4. Notwithstanding the prohibitions specified in Subparagraphs a. through i. of Paragraph 2 above, Grantor expressly reserves 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 qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes. Said assignment shall require the written approval of Grantor, which shall not be unreasonably withheld.

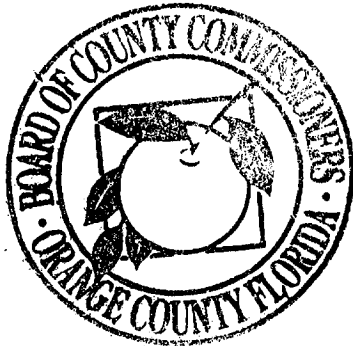
6. If any provision of this conservation easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this conservation easement,

and the application 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. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bringing any action against Grantor for any injury to or change in the Property resulting from natural causes, including, without limitation, fire, flood, storm, and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. This easement shall run with the land.

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Chairman

Attest: Martha O. Haynie, Orange County Comptroller
as Clerk of the Board of County Commissioners

By: *[Signature]*
Clerk/Deputy Clerk

GRANTEES ACCEPTANCE

The Florida Fish and Wildlife Conservation Commission hereby approves the foregoing Conservation Easement and agrees to all the terms and provisions set forth above.

Signed, sealed, and delivered
in our presence and witnesses:

Brenda Collins
Witness

Brenda Collins
Print Name of Witness

Cynthia Ward
Witness

Cynthia Ward
Print Name of Witness

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: Victor J. Heller
Victor J. Heller
Assistant Executive Director

Print Name and Title
Address: 620 South Meridian Street
Tallahassee, Florida 32399-1600

Approved as to Form and Legal Sufficiency
Preston T. Robertson

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by Victor J. Heller the Assistant Executive Director of the Florida Fish and Wildlife Conservation Commission, on behalf of the department. He/she is personally known to me [] or has produced _____ as identification.

Jimmie C. Bevis
Notary Public - State of Florida
JIMMIE C. BEVIS

Print Name of Notary Public Jimmie C. Bevis
My Commission Expires MY COMMISSION # CC702862 EXPIRES
December 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC

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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.