



MEMORANDUM

Date: February 25, 2020

To: Glen Pressimone, P.E.

From: Nicole Gough, PWS

Subject: Split Oak Forest Mitigation Park and Bank-Mitigation and Permit History

Message:

At the request of the Central Florida Expressway Authority (CFX), to support the Osceola Parkway Extension feasibility study, it was requested that Dewberry conduct research into the nature and complexity of the Split Oak Forest Mitigation permitting history. The results of the research done to date, follows:

Background: Split Oak Forest Mitigation Park was developed in 1993 with funding from Orange County, Osceola County and the Florida Communities Trust. The original 1,698 acre parcel was funded at \$8,631,869.40 and was to provide wetland and species mitigation through habitat enhancement and preservation. The Florida Fish and Conservation Commission (FWC) (previously Florida Game & Fish Commission-GFC) contributed the land management plan and agreement to administer the long-term management of the property. The management plan developed committed the Mitigation Park to establish a formal Mitigation Bank to manage the mitigation in the form of credit sales.

In 1995, the mitigation bank was permitted and the ledger for credit sales was established. Per this permit (SFWMD app# 950306-3) the party involvement and financial connections were described:

- A tri-party agreement was to be established and approved (FWC, Orange and Osceola County)
- Long-term funding, if turned over solely to Orange County, must be placed in a Trust Fund.
- If FWC could or would no longer manage the property, it must be turned over to Orange County.

The Bank was established physically only within the Orange County portion of the original Park (see attached location map) over an area of 782.37 acres with a value of 231 credits. The ledger was created and memorialized the previous mitigation activity which did not contribute to mitigation credits: 207 acres for Florida Communities Trust acreage purchased using Florida Forever funding (which may not be sold for mitigation) and 60 acres previously allotted to mitigation for the Orange County Convention Center. This equated to approximately 61 credits.

Osceola County had already encumbered a large portion of the property in their county for previous permits and, therefore, opted to not participate in the Mitigation Bank.

Split Oak property Osceola County: The Osceola County section of Split Oak appears to have been apportioned into regulatory offsite mitigation parcels for several specific projects, including County road projects. The Osceola County Property Appraiser lists the entirety of Section 3, Township 25 South, and Range 31 East as owned by Osceola County. Additionally, as part of the creation of the Split Oak Mitigation Park (potentially a component of the tri-party agreement), the entirety of Section 3, Township 25 South, Range 31 East, was conveyed to the FWC as a Conservation Easement for the purpose of being managed as a Mitigation Park (see CE document).

Regulatory Processes: Property referred to as Split Oak Mitigation **Bank** is managed by Orange County and lies wholly within Orange County. The right-of-way proposed by CFX for the Osceola Parkway Extension project does not impact the mitigation bank property. In Osceola County, FWC manages the lands, but is not in a contractual position to decide on the property's fate. Osceola County

has ownership of the property, but encumbered it (via CEs) to FWC, SFWMD and FDEP through regulatory and management conservation easements.

Table 1

Project	Application Number	Permitted Impact Acreage	Split Oak Mitigation Acreage	Conservation Easement Recorded
Wal-Mart Kissimmee	950713-6	1.66	35	OR Book 1335/Page 0677
FDOT D5 CR 532 at I-4	950728-4	1.25	10	
New Town of Narcoossee	940324-4	0.86	6.7	shared with Hidden Glen
Hidden Glen	940701-3	0.90	6.5	OR Book 1335/ Page 0671
Game and Fish Commission-GFC #4	n/a	n/a	70	OR Book 1450/Page 1037
Game and Fish Commission-GFC #3	n/a	n/a	99.94	OR Book 1450/Page 1036
Game and Fish Commission-GFC #1	n/a	n/a	97.133	OR Book 1450/Page 1034
CE Wetland	n/a	n/a	91	OR Book 1266/ Page 1547

The specific South Florida Water Management District (SFWMD) permits that obtained mitigation within the CFX proposed right-of-way easement and management easements are detailed in Table 1. See the attached Mitigation map for the areas encumbered under Conservation Easement.

Standard Conservation Easement Language from the State agencies contains the language: *“This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records in Osceola County.”* This means that the easements may, theoretically, be altered through the regulatory process.

A meeting with Marc Ady, Environmental Regulatory Lead from SFWMD was held on May 25, 2018. Based on discussions with the SFWMD, the following procedures are understood as the process to “unwind” these encumbrances and render the land clear for development.

- Since Osceola County is the fee simple landowner, they will be the permittee for a permit modification partially releasing the CE areas within the footprint of the proposed roadway.
- The affected permits (identified in Table 1 above) would require alternate mitigation be provided elsewhere. Suitable mitigation would, most cleanly, be a mitigation bank. Table 2 (attached) shows the number of credits required to mitigate for the properties.
 - To address potential secondary impacts, alternative provisions may be made (wildlife fencing, bridging, and buffer plantings).
- The amount of mitigation required is calculated to replace (in UMAM credits) the original easement value. Each affected ERP was reviewed independently, and may have used different qualitative methods (Ratio, WRAP, or UMAM). The mitigation ratio or formula utilized to determine the mitigation acreage at the time of permitting was calculated to obtain a functional unit of impact under current valuation criteria (UMAM).
- Once unencumbered, an additional amount of credits would be required to compensate for the loss or impacts to the wetland areas. The total functional value of credits needing mitigation are expressed in UMAM in Table 2.

MEMORANDUM

- Conservation Easement release requests must go before the SFWMD Governing Board for approval prior to issuance of the modified permits. Governing Board members are provided with informational documentation for each requested release of easement that is on the Consent Agenda. The request documentation must outline a purpose for the release (which in this scenario is the construction of a roadway) and identify compensatory mitigation. Additional items to consider for obtaining Governing Board approval include:
 - Board packages are required to be completed 30-60 days prior to the anticipated board date.
 - Board packages require sketches and descriptions of the parcel(s) to be released and include two hard copy original signature documents.
 - The reasoning for release may be challenged or, if not substantial, rejected by the Board.
 - Original signature documents may be challenging to acquire, and adequate time should be allotted.

- When the Governing Board approves of the release of easement, it is recorded in the respective County Public Records.

- Replacement mitigation should then be secured immediately.

Results:

The CE release process lifts the regulatory encumbrances from the land. This leaves the property available for development through stormwater and wetland impact permitting with the State and Federal agencies. If designs are advanced enough, the release of CE can be accomplished within the same permit as the road construction.

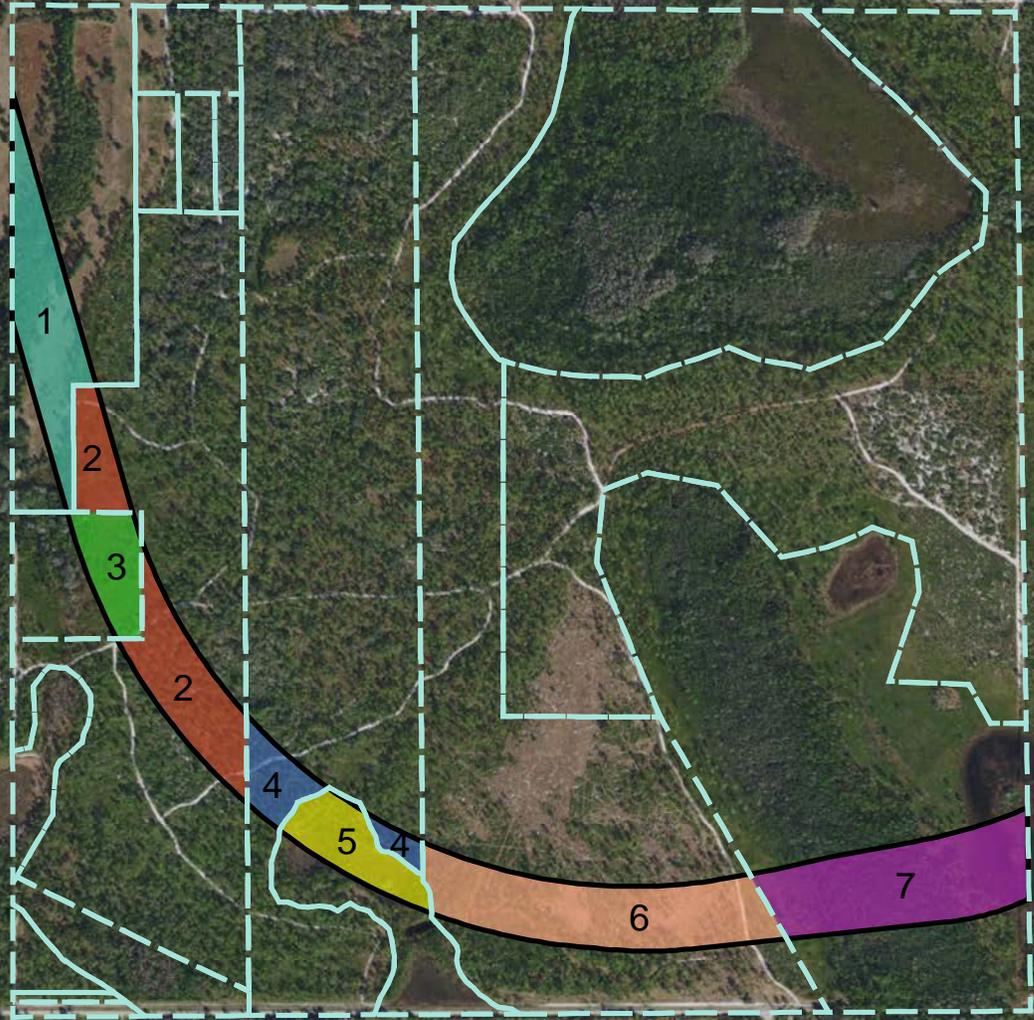
It appears that within only the Split Oak Mitigation Park parcel (Section 3, Township 25 S, Range 31 E) the proposed easement would require the modification of 4 environmental resource permits (ERP) conservation easements with SFWMD. The resulting mitigation for the partial release of Conservation Easements creating a 60-acre roadway right-of-way easement would be approximately 15 UMAM credits or \$2,175,000.00.

Thank you

Attachments:
Mitigation Map
CE Documents (2)
Table 2

Legend

-  Mitigation Parcels
-  SO CE Limits



Number	Project	Application Number	Permitted Impact Acreage	Split Oak Mitigation Acreage	Conservation Easement Recorded
1	Wal-Mart Kissimmee	950713-6	1.66	35	OR Book 1335/Page 0677
3	FDOT D5 CR 532 at I-4	950728-4	1.25	10	
5	New Town of Narcoossee	940324-4	0.86	6.7	shared with Hidden Glen
5	Hidden Glen	940701-3	0.9	6.5	OR Book 1335/ Page 0671
2	Game and Fish Commission-GFC #4	n/a	n/a	70	OR Book 1450/Page 1037
4	Game and Fish Commission-GFC #3	n/a	n/a	99.94	OR Book 1450/Page 1036
6	Game and Fish Commission-GFC #1	n/a	n/a	97.133	OR Book 1450/Page 1034
7	CE Wetland	n/a	n/a	91	OR Book 1266/ Page 1547

USDA, USGS, AeroGRID, IGN, and the GIS User Community

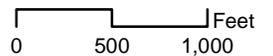
NES/Airbus DS,

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Areas of Impact
Split Oak Mitigation

Orange County, Florida

Data Source: Dewberry
 Image Source: ESRI



February 25, 2020



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-1, 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 Grantees, heirs, successors or assigns;

(b) To enjoin any activity in 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 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 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: _____
Brida 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 Durnick
Chuck Durnick, 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 ...
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.

COPIES

James M. ...
Printed: James M. ...
Notary Public
Commission No.: 0215532

My Commission Expires 12/29/95

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 Marie
WITNESS

By: Allan L. Egbert

Rosemary Marie
(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 27th 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 21 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 17, 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' 41" 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 44.43 FEET; THENCE N 18° 42' 21" E A DISTANCE OF 481.15 FEET; THENCE N 06° 20' 21" 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 72° 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 814.51 FEET; THENCE N 00° 0' 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 110.13 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' 0" 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 711.48 FEET; THENCE N 47° 00' 02" W A DISTANCE OF 612.20 FEET TO THE NORTH LINE OF THE NORTHEAST 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 THIS DOCUMENT
NOT OF QUALITY TO BE INTRODUCED
LEGIBLY. RECORDING CLERK

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 Osceola County, a political subdivision of the State of Florida, whose mailing address is 17 South Vernon Avenue Kissimmee, Florida 32741, ("Grantors"), have granted 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") a perpetual conservation easement in and over the real property in Osceola County, hereinafter referenced to as the "Property" described more specifically in composite Exhibit "A" attached hereto and incorporated herein by this reference; and

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

This easement shall run with the land.

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 GFC Mitigation Park. Except as otherwise provided for herein, or in the Governing Documents as 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. To carry out this 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 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 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. Grantor intends 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 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.

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. This easement shall run with the land.

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



BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chairman/Vice Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

BY: Paula J. Carpenter
Clerk/Deputy of the Board
BCC approved 8/25/97

GRANTEES 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

Jimmie C. Davis
WITNESS

By: Victor J. Heller

Jimmie C. Davis
(Print Name of Witness)

Victor J. Heller, Assist. Exec. Dir.
(Print Name and Title)

WITNESS

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

(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF Leon

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Rosemary Mara
Commission Attorney

The foregoing instrument was acknowledged before me this 30 day of Sept, 1997 by Victor J. Heller the Asst. Exec. Dir. 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)



Rosemary Mara
MY COMMISSION # CC488830 EXPIRES
October 20, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

Rosemary Mara
(Signature of Notary Public)

(Print name of Notary Public)
NOTARY PUBLIC
Serial/Commission No. _____
My Commission expires: _____

EXHIBIT A

SPLIT OAK MITIGATION PARK
 CONSERVATION EASEMENT No. 1
 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 THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST; THENCE N 89° 59' 00" W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 509.30 FEET; THENCE DEPART SAID NORTH LINE ON A BEARING OF S 00° 06' 49" E, PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1550.18 FEET; THENCE S 57° 46' 31" E A DISTANCE OF 7.38 FEET; THENCE S 40° 18' 10" E A DISTANCE OF 46.27 FEET; THENCE S 05° 34' 56" E A DISTANCE OF 67.24 FEET; THENCE S 03° 01' 55" E A DISTANCE OF 32.61 FEET; THENCE S 06° 18' 11" W A DISTANCE OF 22.25 FEET; THENCE S 21° 20' 56" E A DISTANCE OF 42.44 FEET; THENCE S 60° 51' 21" E A DISTANCE OF 20.46 FEET; THENCE S 31° 11' 55" E A DISTANCE OF 44.03 FEET; THENCE S 62° 55' 16" E A DISTANCE OF 18.69 FEET; THENCE S 11° 45' 51" E A DISTANCE OF 51.68 FEET; THENCE S 10° 35' 12" E A DISTANCE OF 51.40 FEET; THENCE S 28° 59' 21" W A DISTANCE OF 36.54 FEET; THENCE S 14° 02' 24" E A DISTANCE OF 37.18 FEET; THENCE S 06° 27' 19" W A DISTANCE OF 49.02 FEET; THENCE S 15° 22' 00" E A DISTANCE OF 47.45 FEET; THENCE S 33° 15' 02" E A DISTANCE OF 37.95 FEET; THENCE S 31° 08' 31" E A DISTANCE OF 30.80 FEET; THENCE S 48° 26' 37" E A DISTANCE OF 38.80 FEET; THENCE S 47° 57' 17" E A DISTANCE OF 44.44 FEET; THENCE S 51° 40' 41" E A DISTANCE OF 31.64 FEET; THENCE S 59° 52' 59" E A DISTANCE OF 20.01 FEET; THENCE S 83° 45' 13" E A DISTANCE OF 12.41 FEET; THENCE S 50° 51' 22" E A DISTANCE OF 50.19 FEET; THENCE S 82° 27' 05" E A DISTANCE OF 125.05 FEET; THENCE S 00° 07' 19" W A DISTANCE OF 36.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CYRIL'S DRIVE, SAID POINT BEING 16.50 FEET PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 3; THENCE N 89° 59' 04" E, ALONG SAID NORTH RIGHT OF WAY LINE AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 1614.19 FEET; THENCE DEPART SAID NORTH RIGHT OF WAY LINE ON A BEARING OF N 29° 39' 09" W A DISTANCE OF 1694.05 FEET; THENCE N 22° 05' 21" W A DISTANCE OF 88.49 FEET; THENCE S 19° 59' 04" W PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 814.33 FEET; THENCE N 00° 06' 49" W, PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1867.18 FEET; THENCE N 43° 32' 09" W A DISTANCE OF 179.86 FEET; THENCE N 35° 15' 43" W A DISTANCE OF 106.33 FEET; THENCE N 25° 10' 57" W, A DISTANCE OF 137.06 FEET; THENCE N 09° 23' 14" W A DISTANCE OF 95.11 FEET; THENCE N 04° 02' 22" E A DISTANCE OF 178.59 FEET; THENCE N 40° 55' 22" E A DISTANCE OF 662.17 FEET; THENCE N 26° 36' 21" E A DISTANCE OF 251.18 FEET; THENCE N 09° 01' 30" E A DISTANCE OF 329.93 FEET; THENCE N 10° 35' 10" E A DISTANCE OF 122.69 FEET; THENCE N 33° 54' 44" E A DISTANCE OF 57.23 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE S 89° 50' 47" W, ALONG SAID NORTH LINE, A DISTANCE OF 343.89 FEET TO THE POINT OF BEGINNING, CONTAINING 97.133 ACRES

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

EXHIBIT A - (CORRECTED LEGAL DESCRIPTION)

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

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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 S 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 312.47 FEET; THENCE S 66° 18' 50" W A DISTANCE OF 250.28 FEET; THENCE S 0° 01' 34" W 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 0° 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 88° 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 420.81 FEET; THENCE N 72° 02' 17" E A DISTANCE OF 422.83 FEET; THENCE N 37° 20' 47" E A DISTANCE OF 436.79 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° 50' 02" W A DISTANCE OF 612.20 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE N 89° 50' 40" E, ALONG SAID NORTH LINE, A DISTANCE OF 1143.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.00 ACRES

BOOK 1326 PAGE 0966

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

EXHIBIT "A"

(Corrected legal description)

DESCRIPTION
 SPLIT OAK MITIGATION PARK
 CONSERVATION EASEMENT No. 3
 FOR FLORIDA GAME AND FRESH WATER FISH COMMISSION

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST IN OSCEOLA COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST; THENCE N 89° 59' 00" W, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 509.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89° 59' 00" W, ALONG SAID NORTH LINE, A DISTANCE OF 915.00 FEET; THENCE DEPART SAID NORTH LINE ON A BEARING OF S 00° 06' 49" E, PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 5122.73 FEET; THENCE S 63° 42' 37" E A DISTANCE OF 8.39 FEET; THENCE S 12° 06' 20" E A DISTANCE OF 129.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CYRIL'S DRIVE, SAID POINT BEING 16.50 FEET PERPENDICULAR TO THE SOUTH LINE OF SAID SECTION 3; THENCE N 89° 59' 04" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.35 FEET; THENCE DEPART SAID NORTH RIGHT OF WAY LINE ON A BEARING OF N 00° 01' 16" W A DISTANCE OF 25.01 FEET; THENCE N 20° 44' 41" E A DISTANCE OF 79.89 FEET; THENCE N 28° 34' 50" E A DISTANCE OF 126.57 FEET; THENCE N 11° 42' 00" E A DISTANCE OF 80.91 FEET; THENCE N 14° 29' 53" W A DISTANCE OF 22.52 FEET; THENCE N 08° 26' 14" W A DISTANCE OF 117.43 FEET; THENCE N 15° 23' 18" W A DISTANCE OF 39.98 FEET; THENCE N 40° 42' 25" W A DISTANCE OF 18.34 FEET; THENCE N 60° 31' 58" W A DISTANCE OF 59.00 FEET; THENCE N 35° 33' 00" W A DISTANCE OF 44.04 FEET; THENCE N 61° 00' 45" W A DISTANCE OF 27.82 FEET; THENCE N 70° 49' 12" W A DISTANCE OF 72.85 FEET; THENCE S 62° 01' 58" W A DISTANCE OF 69.27 FEET; THENCE N 67° 49' 55" W A DISTANCE OF 45.96 FEET; THENCE S 89° 23' 28" W A DISTANCE OF 147.57 FEET; THENCE N 76° 31' 29" W A DISTANCE OF 127.08 FEET; THENCE N 36° 43' 59" W A DISTANCE OF 70.40 FEET; THENCE N 06° 04' 55" E A DISTANCE OF 66.94 FEET; THENCE N 04° 29' 00" W A DISTANCE OF 81.29 FEET; THENCE N 12° 49' 56" E A DISTANCE OF 49.65 FEET; THENCE N 28° 26' 26" E A DISTANCE OF 48.43 FEET; THENCE N 10° 16' 00" E A DISTANCE OF 75.12 FEET; THENCE N 34° 11' 30" E A DISTANCE OF 175.72 FEET; THENCE N 59° 06' 06" E A DISTANCE OF 70.02 FEET; THENCE N 78° 31' 28" E A DISTANCE OF 71.12 FEET; THENCE N 50° 25' 00" E A DISTANCE OF 44.80 FEET; THENCE S 53° 46' 58" E A DISTANCE OF 69.79 FEET; THENCE S 66° 52' 59" E A DISTANCE OF 115.75 FEET; THENCE S 23° 41' 03" E A DISTANCE OF 153.68 FEET; THENCE S 18° 10' 04" E A DISTANCE OF 52.89 FEET; THENCE S 22° 50' 14" E A DISTANCE OF 57.20 FEET; THENCE S 80° 55' 53" E A DISTANCE OF 45.61 FEET; THENCE S 62° 38' 54" E A DISTANCE OF 60.02 FEET; THENCE S 49° 54' 14" E A DISTANCE OF 87.96 FEET; THENCE S 57° 46' 31" E A DISTANCE OF 54.53 FEET; THENCE N 00° 06' 49" W, PARALLEL WITH THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 4508.76 FEET TO THE POINT OF BEGINNING.

CONTAINING: 99.94 ACRES

DESCRIPTION
 SPLIT OAKS MITIGATION PARK
 CONSERVATION EASEMENT No. 4
 FOR FLORIDA GAME AND FRESH WATER FISH COMMISSION

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST IN OSCEOLA COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 31 EAST; THENCE N 00° 02' 16" W, ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 745.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 02' 16" W, ALONG SAID WEST LINE, A DISTANCE OF 78.43 FEET; THENCE DEPART SAID WEST LINE ON A BEARING OF N 48° 49' 12" E A DISTANCE OF 265.59 FEET; THENCE N 16° 28' 22" E A DISTANCE OF 703.75 FEET; THENCE N 32° 45' 02" W A DISTANCE OF 166.53 FEET; THENCE N 89° 57' 39" W A DISTANCE OF 95.00 FEET; THENCE S 39° 23' 38" W A DISTANCE OF 181.06 FEET; THENCE S 00° 02' 16" E, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 215.00 FEET; THENCE N 89° 57' 39" W A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3; THENCE N 00° 02' 16" W, ALONG SAID WEST LINE, A DISTANCE OF 547.00 FEET; THENCE DEPART SAID WEST LINE ON A BEARING OF S 89° 59' 00" E A DISTANCE OF 658.41 FEET; THENCE N 00° 03' 53" W A DISTANCE OF 661.67 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3; THENCE N 89° 54' 22" W, ALONG SAID NORTH LINE, A DISTANCE OF 328.10 FEET; THENCE DEPART SAID NORTH LINE ON A BEARING OF N 00° 06' 21" W, PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 642.50 FEET; THENCE N 89° 53' 39" E A DISTANCE OF 330.00 FEET; THENCE N 00° 06' 21" W, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 890.45 FEET; THENCE S 89° 59' 00" E, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 546.41 FEET; THENCE S 00° 06' 49" E A DISTANCE OF 4033.21 FEET; THENCE N 63° 42' 37" W A DISTANCE OF 1349.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 70.00 ACRES

		Permitted CEs within Split Oak Affected Ratio					
	Split Oak Acres	Wal-Mart	FDOT	New Town	Hidden Glen	Multiplier for UMAM	x \$145K
Split Oak Easement	60.00	20: 1	10:1	5:1	5:1	.25 average	
			Functional Value (UMAM Credits)			15.00	\$2,175,000.00