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AMERICAN GOVERNMENT SERVICES  
2901 W BUSCH BLVD STE 910  
TAMPA, FL 33618

INSTR # 2003059198

BK 05305 PG 1949

This instrument prepared by and returned to:  
Sandra P. Stockwell, Counsel  
Division of State Lands  
3900 Commonwealth Blvd.  
Mail Station 115  
Tallahassee, FL 32399-3000

RECORDED 03/28/2003 09:02:46 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
DEED DOC 1,373.48  
RECORDING FEES 78.00  
RECORDED BY T Tierney

**DEED OF CONSERVATION EASEMENT**

THIS GRANT OF CONSERVATION EASEMENT is made this 26 day June, 2002, by **Cornelius A. Combee, Sr. and Mary A. Combee, his wife**, whose address is **13700 Moore Road, Lakeland, FL 33809**, ("Grantor"), in favor of the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("Grantee").

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors and assigns.*

**WITNESSETH**

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Polk County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (the "Property"); and

**WHEREAS**, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the value, character, ecological integrity and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property, and prohibit certain further development activity on the Property, hereinafter referred to as the "the conservation purposes", subject to provisions set forth herein; and

**WHEREAS**, the specific conservation values of the Property are documented in the "Baseline Inventory Report for the Cornelius A. and Mary A. Combee, Conservation Easement Tract in Polk County, Florida", dated May, 2002, ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of DEP and is incorporated by this reference. A copy of the Baseline Documentation is available from the DEP on request. Exhibit "B" is a copy of a map of the Property as contained within the Baseline Documentation.

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of existing land use patterns that do not significantly impair or interfere with those values; and

**WHEREAS**, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

**WHEREAS**, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

**WHEREAS**, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending that this Easement be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving timber and beef cattle production, agriculture and passive recreation as are consistent with the purpose of this Easement.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
  - (a) The right to preserve and protect the conservation values of the Property;
  - (b) All future residential, commercial, industrial and incidental development rights of Grantor in the Property except as may be specifically reserved to Grantor in this Easement.
  - (c) The right of Grantee to assign its interest in this Easement to any other governmental entity or non-profit agency whose purposes include the conservation of land or water areas, or the preservation of sites or properties.
  - (d) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon reasonable notice to Grantor by facsimile, first class postage prepaid mail or overnight courier at least 5 days prior to the inspection date, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
  - (e) The right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.
  - (f) The right of ingress and egress to the Property.
  - (g) The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
  - (h) The right of first refusal to purchase the Property in fee if the Grantor proposes to sell the Property to a third party other than a lineal descendant, and the right to purchase the Property from the estate or trust of Grantor, or from a third party if a third party other than a lineal descendant receives the Property as a gift or devise. The Grantee shall have 45 days from the date written notice is received to exercise the right of first refusal. If the Grantee elects to exercise the right of first refusal, closing of the purchase shall occur no later than 180 days after DSL's receipt of Grantor's notice of right of first refusal. If the Property is purchased or received as a gift or devise by a lineal descendant or descendants of Grantor, then such person shall be deemed to be a Grantor for purposes of continuing the effect of this paragraph against members of subsequent generations.
  - (i) The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.
  - (j) The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property

arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

- (k) The right to have the Property maintained in its natural state as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of the Reserved Rights, described in paragraph 4 of this Easement, and the Rights of Grantee as identified in this Easement.
- (l) The right of Grantee in its sole discretion to cut and remove timber damaged by natural disaster, fire or infestation on the portion of the Property depicted as wetlands in the Baseline Documentation. Any such cutting and removal shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee. Grantor is authorized to remove such damaged timber at Grantor's expense, in which event all proceeds from the sale of the damaged timber shall inure to the benefit of Grantor.

**3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) There shall be no dumping or placing of soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants on the Property. However, this provision shall not be construed to prevent the temporary deposit of household, agricultural, or animal wastes generated on the Property. The term "temporary" for purposes of this paragraph shall mean the minimum period of time required to obtain the resources or transportation needed to properly dispose of the waste off site.
- (b) The exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, by means other than through a well hole, that is by means of surface exploratory and extraction operations such as sifting of the sands, dragline, open pit mining, or other type of surface operation, which would include movement of sands, dirt, rock, or minerals, other than the movement of dirt, sands, rock or minerals except as necessary and lawfully permitted for the conduct of Grantor's Reserved Rights.
- (c) Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- (d) Acts or uses detrimental to the retention of land or water areas, natural or manmade, in their natural, scenic, wooded condition, or to the use of the Property as a water recharge area, habitat, or for passive recreation.
- (e) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of the Property having historical, archeological or cultural significance.
- (f) The operation of recreational or motorized vehicles that will have an immediate and irreparable adverse impact on the conservation purposes of the Property. This prohibition shall not apply during emergency situations.
- (g) The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation except as otherwise specifically provided in this Easement. There shall be management and control of occurrences of nuisance exotic or non-native plants to the degree practicable.
- (h) Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and feed lot operations except as may be specifically provided elsewhere in this Easement.
- (i) New construction or placing of temporary or permanent buildings, mobile homes, signs, billboards or other advertising, or other structures in, on or above the ground of the Property except with prior notice to and

approval of Grantee and as may be necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the conservation purposes of the Property.

- (j) The construction or creation of new roads.
- (k) For those portions of the Property not reserved to Grantor for agricultural purposes, the dredging of new canals, construction of new dikes, manipulation of natural water courses, disruption, alteration pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, or any activities or uses conducted on the Property which would be detrimental to water purity or which could alter natural water level or flow over the Property.
- (l) For those portions of the Property reserved to Grantor for agricultural purposes, Grantor shall obtain and comply with all permits for the management of surface water and for water wells and consumptive use as may be required by the water management district having jurisdiction or any successor agency having water storage, use and management jurisdiction over the Property.
- (m) There shall be no more intense agricultural use of the Property than currently exists on the Property except as may be specifically reserved to Grantor, no creation of new pastures nor enlargement of existing pastures, and no conversion of non-agricultural areas to agricultural use.
- (n) Actions or activities by Grantor or Grantor's invitees, guests or agents that adversely impact threatened or endangered species.
- (o) Grantor shall not lease or sell hunting and fishing rights on, or related to, the Property.
- (p) Any subdivision of the land except as otherwise provided in this Easement.

**4. Reserved Rights.** Rights or uses not specifically provided for herein are not allowed. Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the purpose of the Easement:

- (a) The right to observe, maintain, photograph, fish, hunt, introduce and stock native fish or wildlife on the Property, to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities are in compliance with the federal, state and local laws concerning such activities, and so long as such activities do not violate any of the prohibitions applicable to the Property as stated in paragraph 3, above, or Grantee's rights as stated in paragraph 2, above.
- (b) The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the regulatory agency having jurisdiction over controlled or prescribed burning.
- (c) The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- (d) The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- (e) The right to continue to use, maintain, repair, and reconstruct all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as detailed on the Baseline Documentation. The Baseline Documentation reflects that at the date of this Easement there are no residential buildings on the Property.

- (f) The right to divide the Property one time for sale or other disposition by Grantor. After division the remaining parcels shall not be less than 107 acres unless smaller remaining acreage is approved in writing by Grantee. Nothing in this subsection (f) shall be construed as releasing any part of the Property, whether or not divided into lots, from the terms and conditions of this easement.
- (g) The right to maintain Grantor's commercial cattle operation upon those portions of the Property currently used for such purpose as documented in the Baseline Documentation. The cattle operation shall be conducted in accordance with best management practices for beef cattle operations published by the Florida Cattlemen's Association, as they may be amended from time to time, provided no such amendment is less restrictive than the standards in place at the date of this instrument. The standards in place at the date of this instrument are the minimum standards to be complied with, and are attached as Exhibit "C" to this Easement. The determination of the United States Department of Agriculture Natural Resources Conservation Service (NRCS), its successor or such other person or entity with expertise in the area shall establish the carrying capacity in animal units, which may be changed only in accordance with NRCS standards and the written approval of Grantee.
- (h) The right to retain and maintain any present areas of improved pasture areas, as depicted on the Baseline Documentation, in accordance with standard guidelines of the Institute for Food and Agricultural Sciences ("IFAS"), as amended from time to time, provided no such amendments are less restrictive than the guidelines in existence at the date of this instrument.
- (i) The right to cultivate and harvest sod and to plant and harvest row crops solely from the existing Improved Pasture Areas. Grantor may harvest in no more than fifty (50%) percent of total Improved Pasture in any one calendar year. In connection with the cultivation planting and harvesting of sod and row crops, Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices in accordance with the Florida Cattlemen's Association guidelines and in conformance with University of Florida Institute of Food and Agricultural Sciences ("IFAS") guidelines as they may be amended from time to time. Grantor further agrees to adopt row crop farming practices that adhere to any future best management practices adopted by the Florida Department of Agriculture and Consumer Services or its successor, which apply to the specific types of crops the Grantor may cultivate.
- (j) Areas currently improved for agricultural activities or cattle operations as established by the Baseline Documentation can continue to be used for these activities. Lands that are depicted in the Baseline Documentation as being wetlands must remain wetlands.
- (k) The right to exclusive use of the improvements depicted in the Baseline Documentation, and the right to replace or restore such structures or improvements at the same site with structures similar in design and purpose with a combined square footage not to exceed the square footage of the current improvements on the Property. Any such restoration or replacement shall conform to all then-applicable rules and regulations of governmental entities with jurisdiction.

**5. Notice of Intention to Undertake Certain Allowed Actions.** If Grantee's approval or notice to Grantee is required by any of the provisions of paragraphs 3 and 4, above, Grantor shall notify Grantee in writing not less than forty five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. This paragraph shall not be construed to apply to licenses or permits issued by Grantee or DEP in their regulatory capacity, nor shall approval under the provisions of this paragraph be construed to substitute for a license or a permit required by any regulatory agency with jurisdiction.

**5.1 Grantee's Approval.** Where Grantee's approval is required, as set forth in paragraphs 3 and 4, above, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefor or within 30 days after Grantee's next meeting at which the item is duly noticed and acted upon, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

**6. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**6.1 Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**6.2 Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

**6.3 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**7. Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

**8. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**8.1 Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

**8.2 Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.

**9. Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 9.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement.

**9.1 Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**9.2 Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

**10. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under §704.06, Florida Statutes, (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

**11. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

**12. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:                   Cornelius A. and Mary A. Combee,  
13700 Moore Road  
Lakeland, FL 33809

To Grantee:                   BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA  
Florida Department of Environmental Protection, Division of State Lands,  
3900 Commonwealth Blvd., Mail Station 115,  
Tallahassee, Florida 32399-3000

or to such other address as either party from time to time shall designate by written notice to the other.

**13. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Polk County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

**14. Non-Homestead Certification.** Grantor hereby certifies that if this Easement is signed by a Grantor who is married but who is not joined by his or her spouse in the execution of this instrument, the Property is not the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

**15. Amendments.** The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

**16. General Provisions.**

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida.
- (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (e) **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- (f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.



GRANTOR

Witnesses:

[Signature]  
Signature of Witness

Anne N. Hough  
Printed Name of Witness

[Signature]  
Signature of Witness

Richard P. Demsey  
Printed Name of Witness

[Signature]  
CORNELIUS A. COMBEE, SR.

[Signature]  
MARY A. COMBEE

GRANTEE

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

[Signature]  
Witness as to Grantee Lynda I. Godfrey

[Signature]  
Witness as to Grantee Donna P. Ayres

By: [Signature]  
Name: [Signature]  
Title: [Signature]

BUREAU OF LAND ACQUISITION  
DIVISION OF STATE LANDS,  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida

3-30-57  
Date signed by Grantee

STATE OF Florida  
COUNTY OF Polk

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared, Cornelius A. Combee and Mary A. Combee who are personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of June, 2007



Anne N. Hough  
Commission # DD 051396  
Expires Aug. 19, 2005  
Bonded thru  
Atlantic Bonding Co., Inc.

Anne N. Hough  
Signed  
Anne N. Hough  
Printed  
NOTARY PUBLIC  
My Commission Expires:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By : \_\_\_\_\_  
Its duly designated agent

STATE OF Florida  
COUNTY OF Leon

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Deborah D. Poppe II, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of March, 2003

Lynda I. Godfrey  
Signed  
Lynda I. Godfrey  
Printed  
NOTARY PUBLIC

My Commission Expires:



Lynda I. Godfrey  
MY COMMISSION # DD036740 EXPIRES  
January 22, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

Lynda I. Godfrey  
MY COMMISSION # DD036740 EXPIRES  
January 22, 2004  
BONDED THRU TROY FARM INSURANCE, INC.



Lynda I. Godfrey  
MY COMMISSION # DD036740 EXPIRES  
January 22, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

**SCHEDULE OF EXHIBITS**

- A. Legal Description of Property Subject to Easement
- B. Map from Baseline Documentation
- C. Management Practices as published by the Florida Cattlemen's Association

EXHIBIT "A"

LEGAL

## EXHIBIT "A"

Section 5, Township 26 South, Range 24 East, Polk County, Florida,

LESS

The West 1,255.85 feet thereof;

ALSO LESS:

The South 2,692.32 feet thereof;

ALSO LESS:

The North 40 feet thereof for Deen Still Road;

ALSO LESS:

The East 40 feet thereof for Moore Road;

ALSO LESS:

(OUT PARCEL) A portion of Section 5, Township 26 South, Range 24 East, Polk County, Florida, being more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 5; thence along the East boundary of the Southeast 1/4 of said Section 5, N.00°03'33"W., a distance of 2692.32 feet to the North boundary of the South 2692.32 feet of said Section 5; thence along the North boundary of the South 2692.32 feet of said Section 5, S.89°51'37"W., a distance of 40.00 feet to the West right-of-way line of Moore Road, for a POINT OF BEGINNING; thence continue along the North boundary of the South 2692.32 feet of said Section 5, S.89°51'37"W., a distance of 2311.13 feet; thence N.11°01'53"W., a distance of 53.44 feet; thence N.69°14'59"E., a distance of 326.89 feet; thence N.79°49'15"E., a distance of 503.54 feet; thence N.66°04'41"E., a distance of 340.37 feet; thence S.78°51'24"E., a distance of 711.07 feet; thence N.19°42'46"E., a distance of 334.69 feet; thence S.89°18'56"E., a distance of 397.81 feet to the West right-of-way line of said Moore Road; thence along the West right-of-way line of said Moore Road, S.00°03'33"E., a distance of 562.53 feet to the POINT OF BEGINNING.

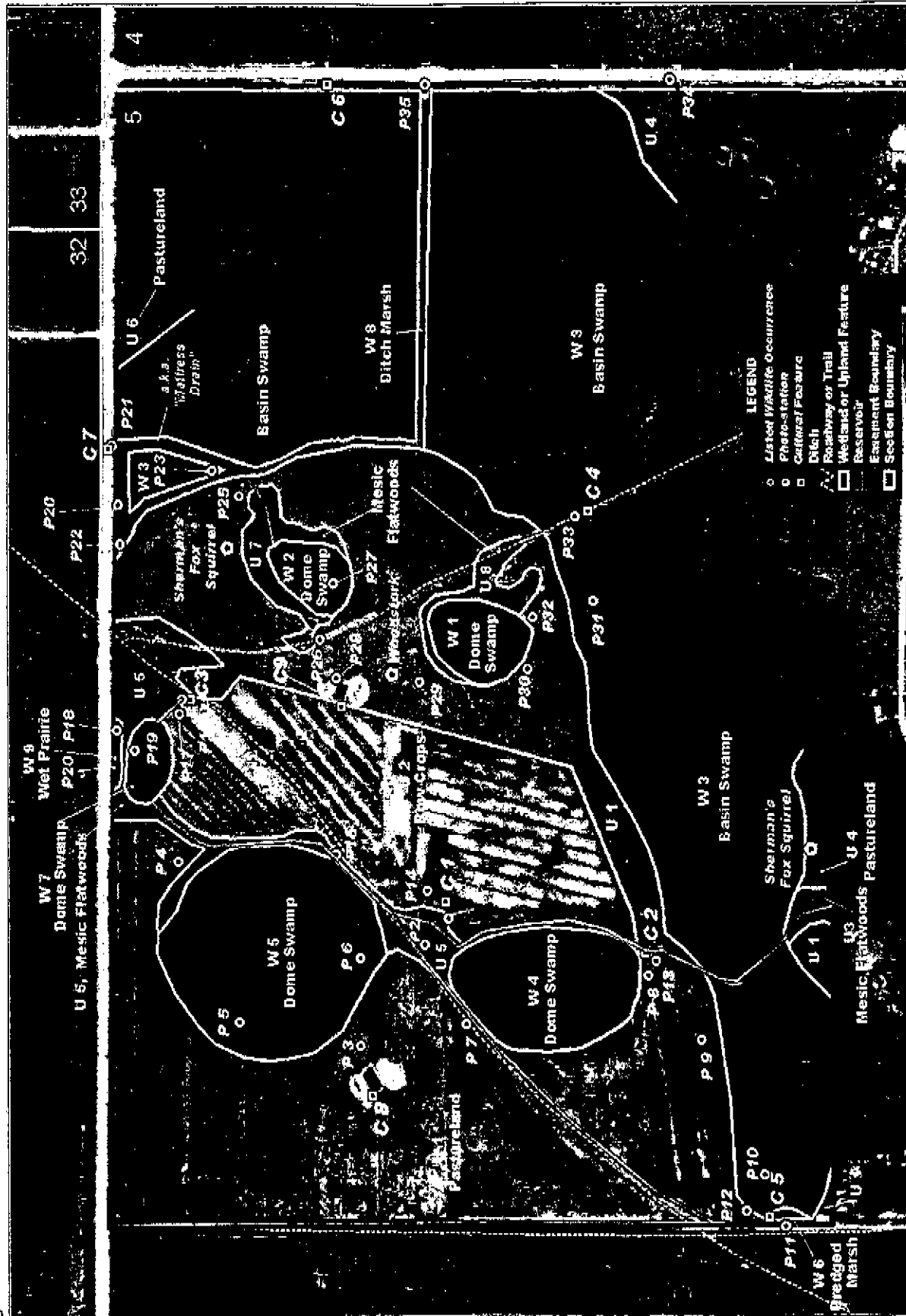
ALSO LESS:

The South 723.00 feet of the North 763.00 feet of the West 723.00 feet of the East 763.00 feet of Section 5, Township 26 South, Range 24 East, Polk County, Florida.

EXHIBIT "B"

MAP

Figure 2. On-site Habitat and Land Use Classifications



Berryman  
Hemgar

Imagery Source:  
1989 FDOT books  
Map Date: 21 May 2002



500 0 500 Feet



Combee Parcel 4 "J"

## 2.0 PROJECT SITE LOCATION

Parcel 4 "J" is located in a portion of the Green Swamp, near Polk City. This parcel is comprised of nearly one-half section of land (215.6 acres). Figure 1 shows the vicinity of the project area.

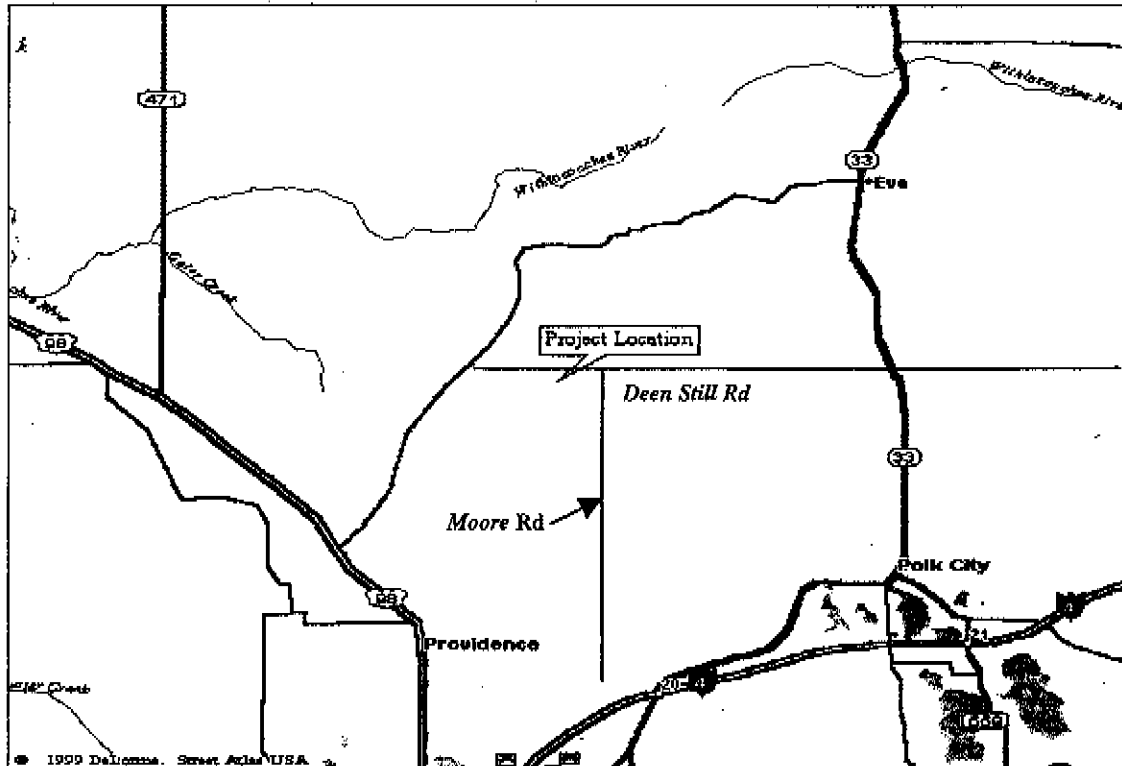


Figure 1. Vicinity map of Parcel 4 "J"

The legal description for this parcel is as follows.

**OWNER:** Cornelius A. Combee, Sr. and Mary A. Combee  
13700 Moore Road  
Lakeland, FL 33809-9606

**LEGAL DESCRIPTION:**

Section 5, Township 26 South, Range 24 East, Polk County, Florida,

**LESS:**

The West 1,255.85 feet thereof;

**ALSO LESS:**

The South 2,692.32 feet thereof;

**ALSO LESS:**

The North 40 feet thereof for Deen Still Road



## EXHIBIT "C"

**Florida Cattlemen's Association**

Water quality best managed practices for beef Cattle operation applicable to less-than-fee acquisition on Green Swamp.

- Use Grazing Systems (such as prescribed or rotation grazing) to minimize the impact of grazing.
- Place supplemental feeding and mineral stations a reasonable distance away (approx. 100') from stormwater drainage ways, streams, drainage canals, lakes wetlands, wells and sinkholes.
- Plan shading facilities to keep cattle away from streams drainage canals, and lakes as much as possible. Leaving or planting small, scattered clusters of trees in upland areas of pastures can serve as shade structures.
- When feasible, move feeding stations, alternative water supplies or shade structures periodically to prevent areas of concentrated waste accumulation and denuded vegetation.
- Locate new cow pens more than 200 feet away from a canal, stormwater drainage way, stream, lake or wetland.
- Plug unnecessary drainage canals.
- When possible utilize man-made ponds in upland areas to reduce cattle use of natural wetlands systems.
- Use soil and plant nutrient tests to determine fertilization rates when appropriate.
- Follow University of Florida Institute of Food and Agricultural Sciences (IFAS) fertilizer recommendations.
- Don't apply fertilizer, organic fertilizer, or sludge directly to water bodies, drainage ditches or prior to forecasted heavy rainfall.
- Follow directions on the pesticide label.
- Prevent accidental spills and dispose of empty containers properly.
- When land is cleared, quickly plant a vegetative cover.
- Leave grass buffer strips during land clearing along drain areas.
- Minimize the number of vehicle crossing through streams and canals. If stream crossing cannot be avoided, locate the crossing in the area of least impact considering habitat, soil types, slopes, streambed characteristics, and bank stability.
- Inform employees about BMPs.
- Train employees to document and retain records of activities.