

I. PROHIBITED/RESTRICTED USES

The Grantors hereby restrict the use of the protected property as follows:

1. Construction. There shall be no further construction of or the placing of new buildings, roads, signs, billboards or other advertising, or other structures on or above the ground, except that the Grantors shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches in an attractive and usable condition without the consent of the Grantee, subject to obtaining all consent or permits lawfully required therefore. However, the construction or operation of barns, fences or other buildings necessary to agricultural activities is permitted. The existing single family residence currently on the property is considered an acceptable use.

2. Dumping. Except as provided by law, there shall be no dumping or placing of soil, trash, solid or liquid 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 defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the protected property. However, this provision shall not be construed to prevent the deposit of household waste or animal waste generated on the protected property.

3. Exotics. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC), except bahia pasture grasses approved for domestic use. There shall be management and control of any occurrence of nuisance exotic or non-native plants to the degree practical. Management and control applies to the following unless others are observed during monitoring events: Brazilian Pepper, Melaleuca, Japanese and Old World Climbing Fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce and Kudzu.

4. Pesticides/Herbicides. Pesticides or herbicides must be applied according to Best Management Practices (BMPs) if applicable or in their absence in accordance with current label instructions.

5. Fertilizer. Fertilizer shall be applied as a maximum according to BMPs.

6. Mining. There shall be no exploration for or extraction of oil or gas, mining, excavation, dredging, or removal of sand, loam, peat, gravel, rock, soil, or other material, except as provided in paragraph 1.

7. Endangered Species. There shall be no adverse impacts to threatened or endangered species.

8. Archaeological, Cultural or Historical Sites. There shall be no destruction or damage to any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantors by any United States or State of Florida agency, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

**II. RIGHTS RESERVED TO GRANTORS
(Rights not specifically reserved herein are not allowed)**

Grantors reserve in perpetuity, and reserve for their successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time (subject to any notice requirements set forth below):

1. Sale of Protected Property. Grantors shall have the right to sell, rent or mortgage the protected property provided that the protected property is not divided. Any such interest granted subsequent to this document shall be secondary to this Perpetual Conservation Easement.

2. Existing Agricultural Areas. Areas currently improved for agricultural activities, or cattle operation as established by a base-line natural resources inventory can continue to be used for these existing activities or converted to other agricultural activities as itemized below. Lands that are established by the base-line natural resources inventory as being native range must remain native range and lands that are established as natural lands must remain natural lands.

a. Other Agricultural Activities. Permitted agricultural activities shall be in accordance with BMPs and include the following:

- 1) livestock/farm animals (not to include commercial pig, poultry or dairy farming)

3. Silviculture. Grantors shall have the right to conduct selective forestry operations (silviculture) in accordance with BMPs on the protected property, subject to the below conditions and restrictions:

a. Upland Harvesting. Uplands shall be defined as those areas of the protected property that are not considered wetlands interpreted from aerial photography and established by the base-line inventory. The aerial photographs which shall be used as the reference basis shall be maintained at the Grantee's headquarters.

Selective pine harvesting by Grantors is permitted. After such pine harvesting, the remaining stand shall retain at a minimum approximately 25 square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the codominant.

b. Pine Plantation Harvesting. Providing there is no introduction of "off-site" species, harvesting and replanting can continue by following BMPs in upland areas identified as currently improved in the base-line inventory.

c. Wetland Harvesting. Wetlands shall be defined as those areas of the protected property not identified as uplands and interpreted from aerial photography and established by the base-line inventory. There shall be no harvesting in wetlands.

4. Cattle Operation. Grantors shall retain the right to maintain a cattle operation as determined by United States Department of Agriculture Natural Resources Conservation Service (NRCS) guidelines. This determination shall show the number of acres of existing improved pasture and native range and the number of animal units that are acceptable. An animal unit will be defined by the NRCS. The cattle will have access to the entire protected property. This determination shall be maintained at the Grantee's headquarters office. The carrying capacity in animal units may be changed only by written agreement executed by Grantors and Grantee if in accordance with current NRCS guidelines.

5. Sod Operation. Grantors shall retain the right to harvest bahia grass sod from the upland portions of the protected property which are improved pasture as of the date of execution of this Conservation Easement; provided; however, that the Grantors may harvest no more than 25 percent of the presently improved pasture per calendar years; and provided, further, that the Grantors shall adhere to currently existing BMPs, especially as to fertilizer use.

6. Hunting and Fishing. Grantors retain hunting and fishing rights. Any lease of these rights shall be contingent upon Grantors providing Grantee with a wildlife management plan consistent with the Florida Fish and Wildlife Conservation Commission guidelines.

7. Quiet Use and Enjoyment. Grantors retain all rights to use the protected property for personal use not inconsistent with any other provisions of this document.

III. GENERAL PROVISIONS

BMPs as referenced throughout this document are considered to include those practices currently approved by any or all of the following:

**U. S. Department of Agriculture Natural Resources Conservation Service (NRCS)
United States Fish and Wildlife Service
Florida Department of Agriculture and Consumer Services
Florida Fish and Wildlife Conservation Commission
Florida Forest Stewardship Program
University of Florida Institute of Food and Agricultural Sciences (IFAS)
Florida Cattleman's Association**

Grantors grant unto Grantee and its successors and assigns this Perpetual Conservation Easement to have and to hold in perpetuity.

The Grantors agree to make timely payment of all ad valorem taxes on the fee of the protected property as long as the Grantors retain fee simple title to the land.

The Grantors agree to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorneys' fees) arising out of any negligent or willful action or activity resulting from the Grantors' use and ownership of or activities on the protected property granted herein. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the protected property.

The Grantors hereby grant to the Grantee a "Right of First-Refusal" to purchase the protected property, or any interest in the protected property, which the Grantors hereinafter wish to sell. The Grantors shall notify the Grantee in writing of the Grantors' intent to accept an offer to sell the protected property, or any interest in it, to a third party purchaser. The Grantee shall have forty-five (45) days from receipt of said notification within which to provide the Grantee's written notice to the Grantors of the Grantee's intention to purchase the property. If the Grantee notifies the Grantors that the Grantee has decided not to purchase the protected property, or, in the event the Grantee fails to notify the Grantors, within forty-five (45) days, of its intent to purchase the property, then the Grantors may sell the property to the person named in the Grantors' notice. If the Grantors do not sell the property to said named person, then the Grantee shall have the same right-of-first-refusal

before the Grantors may accept an offer from another purchaser. This Right-of-First-Refusal shall apply to any voluntary or involuntary transfer of the property to any other entity, including a devise by will or intestacy; however, this Right-of-First-Refusal is not applicable to a transfer of the Grantors' property by the Grantors to other persons related by blood to the Grantors. The parties specifically intend that this Right-of-First-Refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

The Grantors also agree to notify the Grantee in writing whenever the Grantors wish to sell the property and offer to sell the property to the Grantee. Upon receipt of such notice, the Grantee shall have the same forty-five (45) day period mentioned above to provide notice to the Grantors of the Grantee's intent to purchase. If the Grantee does not purchase the property for any reason, then the Grantors may sell the property to anyone within a one-year period. If the Grantors have not sold the property within one year, then the Grantee's Right-of-First-Refusal re-attaches to the property.

The Grantors shall assist the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the protected property at any reasonable time for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the protected property retained by the Grantors. Grantee will provide Grantors with at least twenty-four (24) hours notice before any planned inspection of the protected property.

The Grantee shall not have the right to allow the general public on the protected property at any time without the prior written consent of the Grantors.

The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantors and the Grantee.

In the event of violation of the terms and conditions hereof, the Grantors or the Grantee shall give written notice to the other party which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantors or by the Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Polk County, Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal.

All disputes, claims and questions regarding the rights and obligations of the parties are subject to arbitration. In case of dispute, either party may make a demand for arbitration by filing such demand in writing with the other party. If the parties agree on a single individual selection, there shall be one arbitrator. If no agreement as to an arbitrator is reached within thirty (30) days after demand for arbitration, there shall be three (3) arbitrators, one named in writing by the Grantors and the second by the Grantee within forty-five (45) days after demand for arbitration, and a third chosen by the two who are appointed. The single arbitrator's decision shall be binding. No one shall act as an arbitrator who in any way has a financial or ownership interest in the property. Should either party refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary papers or information, they are empowered by both parties to proceed ex parte. The decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of the arbitration on either or both parties.

In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

O. George Grubbs
Signature of Witness #1

O. GEORGE GRUBBS
(Typed/Printed Name of Witness #1)

Charles Nathan Platt
Charles Nathan Platt, Grantor

Connie P. Brown
Signature of Witness #2

CONNIE P. BROWN
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of APRIL, 2000, by Charles Nathan Platt, who is personally known to me or has produced driver license as identification.

(Seal)

O. GEORGE GRUBBS
Notary Public, State of Florida
My Comm. Expires Aug. 28, 2000
Comm. No. CC551010

O. George Grubbs
Name of Notary

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____

O. George Grubbs
Signature of Witness #1
O. GEORGE GRUBBS

(Typed/Printed Name of Witness #1)

Mary Ruth Platt
Mary Ruth Platt, Grantor

Connie P. Brown
Signature of Witness #2
CONNIE P. BROWN

(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of APRIL, 2000, by Mary Ruth Platt, who is personally known to me or has produced Driver License as identification.

(Seal)

O. GEORGE GRUBBS
Notary Public, State of Florida
My Comm. Expires Aug. 26, 2000
Comm. No. CC551010

O. George Grubbs
Name of Notary

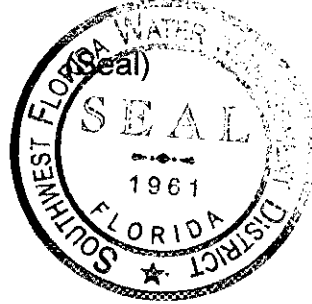
(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____

Southwest Florida Water Management District, Grantee

M.R. Mahagan
Signature of Witness #1
M.R. MAHAGAN
(Typed/Printed Name of Witness #1)

By:

Fritz H. Musselmann
Fritz H. Musselmann, Land Resources Director

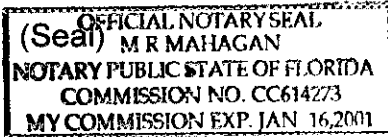


Jay T. Ahern
Signature of Witness #2
JAY T. AHERN
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2000, by Fritz H. Musselmann, Land Resources Director of the Southwest Florida Water Management District. He is personally known to me.



M.R. Mahagan
Name of Notary
M.R. MAHAGAN
(Name of Notary typed, printed or stamped)
Commission No. CC614273
My Commission Expires: JAN. 16, 2001

This instrument prepared by:
Wayne Alfieri, Deputy General Counsel
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

EXHIBIT "A"

The North 1/2 of the NW 1/4 of Section 30,
Township 25 South, Range 24 East, Polk
County, Florida.