

**INTERLOCAL AGREEMENT  
BETWEEN  
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
AND OSCEOLA COUNTY  
AND CITY OF KISSIMMEE**

**THIS AGREEMENT** ("Agreement") is made and entered into this 2 day of Feb, 2006, by and between the South Florida Water Management District, a public corporation of the State of Florida ("SFWMD/District"), and Osceola County, a political subdivision of the State of Florida ("County"), and the City of Kissimmee, Florida, a municipal corporation ("City"), (the County and City shall hereinafter be, collectively, known as the "Local Government").

**WITNESSETH:**

**WHEREAS**, the District is an independent taxing authority created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

**WHEREAS**, the District is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Section 373.083, Florida Statutes; and

**WHEREAS**, the Central Florida Beltway legislation Section 338.250, Florida Statutes directs funding and provides guidelines for the acquisition, restoration or enhancement of environmentally sensitive lands as mitigation for wetland impacts within the SFWMD, specifically adverse impacts associated with construction of the Western Beltway, S.R. 429, Part C in Orange and Osceola Counties for which the District received funding as mitigation; and

**WHEREAS**, on October 11, 2001, the Governing Board of the District approved the Central Florida Beltway Conceptual Mitigation Plan, which identified the Shingle Creek project ("Project") as a priority project due to its proximity to the Beltway impacts; and

**WHEREAS**, the general engineering consultant for Orlando-Orange County Expressway Authority stated the District could proceed with the acquisition of the Ruba tract parcel described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Parcel") due to its consistency with the Central Florida Beltway Conceptual Mitigation Plan; and

**WHEREAS**, the Local Government is pursuing land acquisitions within the Project area to protect an ecologically diverse mosaic of natural plant communities which furthers the land

acquisition objective for the District "Shingle Creek" Save Our Rivers project area ("Project Area"); and

**WHEREAS**, the Parcel is located within the Project Area; and

**WHEREAS**, the Local Government and the District desire to establish a cooperative program to provide the Local Government funding for the acquisition by the Local Government of the Parcel; and

**WHEREAS**, the Local Government is applying for state grants intended to leverage the available District funds with state funds; and

**NOW, THEREFORE**, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. Land Acquisition Payment: As further provided herein, the District shall provide, the Local Government an amount not to exceed Five Hundred Thousand Dollars (\$500,000), for the purpose of Local Government's purchase of the Parcel. The District acknowledges the funds herein provided are mitigation funds associated with impacts of the Western Beltway, State Road 429, Part C, not proceeds from a Florida Forever bond.

2. Ownership of Parcels: The Local Government shall be the sole owners of the Parcel pursuant to this Agreement. The District shall have no ownership interest in the Parcels. The Local Government shall acquire the Parcels free and clear of all parties in possession.

If the Local Government is successful in securing matching funds from the State of Florida, then title to the Parcel may be obtained by the State of Florida pursuant to any State of Florida program which grants funding to obtain the Parcel. In such case, any funds obtained from the District pursuant to this Agreement will be utilized in the same manner intended by this Agreement to purchase the Parcel.

3. Conservation Easement: If the Local Government will hold title to the Parcel, it shall record in the Public Records of Osceola County, Florida, a conservation easement upon the Parcel in favor of the District, in substantially the form attached hereto as Exhibit "B" ("Conservation Easement"), except as may be amended by the parties. Pursuant to an application to the Florida Office of Greenways and Trails submitted by the City of Kissimmee, if the State of Florida purchases the property, the District agrees to provide its funds described herein toward the purchase of the Parcel and a conservation easement in favor of the District will not be required.

4. Acquisition Methodology: The Local Government shall purchase the Parcel pursuant to acquisition procedures enumerated in Section 259.041, Florida Statutes, which shall have been approved by the District ("Approved Acquisition Procedures").

5. Negotiations: The Local Government, or the Local Government's authorized representative, shall use its best efforts in its negotiations with the owners of the Parcel to obtain the most favorable price and terms for the Local Government. The Local Government will maintain appropriate records for each acquisition. The District's financial participation in the purchase of the Parcel shall not exceed the appraised value of the Parcel. Payment of more than the appraised value of any parcel will be determined on a case by case basis, and will be the sole financial responsibility of the Local Government. Financial participation by the District for this project is subject to the District's funding limitation of Five Hundred Thousand Dollars (\$500,000).

6. Pre-acquisition Requirements and Costs: The District shall have no obligations to reimburse the Local Government for any pre-acquisition costs. The Local Government assures the District that the City or Seller will pay all pre-acquisition costs under the terms contained in the Lease Purchase Agreement entered into by the City of Kissimmee and the Trust for Public Land. These include the costs of all pre-acquisition requirements including, but not limited to, appraisals, environmental assessments, title insurance, commitment and search fees, survey and mapping costs and any other studies, inspections or searches deemed necessary by the Local Government to accurately value and ascertain the actual condition of the Parcel (collectively, the "Pre-Acquisition Costs").

7. Closing Costs: The District shall have no obligation to reimburse the Local Government for any Closing costs. The Local Government assures the District that all Closing costs will be paid. These include the costs of the title insurance policies, recording fees, staff costs, attorney's fees, documentary stamp taxes, if any, and all other acquisition or closing costs (collectively, the "Closing Costs"). These costs shall be paid according to the terms contained in the Lease Purchase Agreement entered into by the City of Kissimmee and the Trust for Public Land

8. Pre-Acquisition Documents: No later than 30 days prior to closing, the City shall provide to the District for review the following documents: (i) the draft conservation easement; (ii) the appraisal report(s); (iii) the fully executed contract for the purchase and sale of the Parcel; (iv) the title commitment and proposed title policy; (v) the boundary survey of the Parcel prepared by a registered Florida land surveyor in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, stating the acreage of the Parcel to the nearest one hundredth (1/100<sup>th</sup>) of an acre, and locating all title exceptions listing in the proposed title policy; and (vi) at a minimum, a Phase I environmental assessment.

9. Post Closing Responsibilities: By authorizing the execution of this Agreement, the Local Government certifies to the District that: (i) the Local Government will defend, at its sole cost and expense, the District in all matters pertaining to all title and/or survey disputes and/or defects and environmental contamination or environmental matters associated with the Parcel; and (ii) the Local Government shall be responsible for responding to any audit, legal or other investigation pertaining to any phase of its acquisition of any parcel covered by this Agreement. Notwithstanding anything contained

herein to the contrary, nothing contained herein is intended to be construed as a waiver by Local Government of the limitations of its sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

10. Management of Parcel: The Local Government and the District shall manage the Parcel on a 50/50 cost share basis. The Local Government shall use its best efforts to develop, and deliver to the District for approval by its Governing Board, a management plan for the Parcel (the "Management Plan") within 120 days after closing on the Parcel, but in no event more than one year after closing, unless the parties hereto agree, in writing, to extend such deadline. The Management Plan shall be subject to the approval by the Governing Board of the District. The parties hereto further acknowledge and agree that, in the event the Parcel is acquired through more than one acquisition, there may be more than one management plan developed to address the varying management needs of the Parcel.

11. Notices: All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, or facsimile, to the parties as follows:

District

South Florida Water Management District  
Attn: Director of Real Estate  
P.O. Box 24680  
West Palm Beach, Florida 33416-4680

County

Osceola County Board of Commissioners  
Attn: County Manager  
1 Courthouse Square, Suite 1400  
Kissimmee, Florida 34741

City

City of Kissimmee  
Attn: Barry Campbell  
101 North Church Street  
Kissimmee, Florida 34741

Or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

12. Term of Agreement, Extension, Termination: This Agreement shall be in effect for an initial term of three (3) years, beginning on the date of execution or until all contractual obligations under this Agreement have been fulfilled, whichever comes first. This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties. Continuation of this Agreement (in whole or in part) beyond the term specified above is contingent upon availability of funds. This Agreement shall terminate automatically unless the same is extended by mutual written agreement prior to the expiration date of this Agreement.

*thru  
Feb-09*

13. Authority of Parties to Enter into Agreement: The District represents that (i) this Agreement has been duly executed and delivered by the Executive Director of the District, as authorized by its Governing Board, and (ii) it has the require power and authority to perform this Agreement.

This County represents that (i) this Agreement has been duly authorized, executed and delivered by the Osceola County Board of Commissioners, as the governing body of Osceola County, Florida, and (ii) it has the required power and authority to perform this Agreement.

This City represents that (i) this Agreement has been duly authorized, executed and delivered by the Kissimmee City Commission, as the governing body of the City of Kissimmee, Florida, and (ii) it has the required power and authority to perform this Agreement.

14. Management of Parcel: The Local Government shall manage any parcel purchased in connection with this Agreement in accordance with the Conservation Easement, attached hereto as Exhibit "C", and the Management Plan and any and all statutes and regulations governing the management of lands acquired with mitigation funds, including Section 373.1391 (b), Florida Statutes (2005). Notwithstanding, in the event the State of Florida purchases the Parcel as referenced herein, and the Local Government maintains responsibility for management of the Parcel, Local Government shall manage the Parcel in accordance with the Management Plan and applicable statutes.

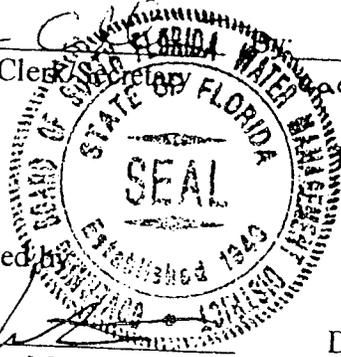
15. No Alienation: The Local Government shall not sell, transfer or convey any interest in the Parcel, in whole or in part, in any parcel for which the District has financially contributed pursuant to this Agreement, without the prior written consent of the District.

16. Additional Provisions: The provisions in this Agreement, including the total amount of funding to be provided by the District, and the obligations hereto under this Agreement may only be modified or amended by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day first above written.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT, By Its Governing Board**

Attest: [Signature]  
District Clerk  
(SEAL) Carrie Hill  
Chair  
Interim Procurement Director  
Date: 2/2/06 872



Legal form approved by: [Signature]  
South Florida Water Management  
District Office of Counsel  
Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS, OSCEOLA COUNTY, FLORIDA**

Attest: Paula Carpenter  
Clerk/Deputy Clerk  
By: Karl Sheldy  
Chairman/Vice Chairman  
Date: BCC approved 12/19/05



Legal form approved by:  
By: [Signature]  
County Attorney  
Date: 12-19-05

**CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida**

Attest: Heida P. Jaworski  
City Clerk  
By: John Goodwin Tucker  
Mayor-Commissioner  
Date: 12/13/05

Date: 1/9/06

Legal form approved by:

By: [Signature]  
City Attorney  
Date: 1/9/06

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALSO THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE NORTH EAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING WEST OF SHINGLE CREEK, ALL BEING IN SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; LESS THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY OF YATES ROAD AND LESS EXISTING RIGHT OF WAY FOR STATE ROAD 530.

TOGETHER WITH:

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, LESS PARCEL 112, CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION ON FEBRUARY 17, 2003, BY WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 2200, PAGE 2701, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALL THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA AND RUN THENCE N.89°41'09" E. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 1321.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N.00°11'24"E. ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 986.31 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE N.89°37'39"E. ALONG THE NORTH LINE OF SAID SOUTH 1/2 A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT- OF-WAY LINE OF YATES ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 92090-2541, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°37'39"E. ALONG SAID NORTH LINE OF THE SOUTH 1/2 A DISTANCE OF 628.32 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N.60°02'50"E. ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 A DISTANCE OF 328.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N.89°57'03"E. ALONG SAID NORTH LINE A DISTANCE OF 226.98 FEET TO A POINT ON THE CENTERLINE OF SHINGLE CREEK AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE RUN SOUTHERLY ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES; THENCE RUN S.25°39'22"W. 266.94 FEET; THENCE RUN S.03°30'41"W. 457.61 FEET; THENCE RUN S.09°27'17"E. 201.73 FEET; THENCE RUN S.24°27'00"W. 96.89 FEET; THENCE RUN S.64°55'21"W. 83.25 FEET; THENCE RUN S.09°56'53"E. 233.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 530 (U.S. HIGHWAY NO. 192) AS SHOWN ON SAID RIGHT-OF-WAY MAP; THENCE RUN S.89°23'28"W. 328.40 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2932.93 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 345.67 FEET THROUGH A CENTRAL ANGLE OF 06°45'10" TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF YATES ROAD; THENCE RUN N.00°11'24"E. ALONG SAID EAST RIGHT-OF-WAY LINE OF YATES ROAD 943.85 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 16.144 GROSS ACRES MORE OR LESS.

**Parcel I.D.#s: 18-25-29-00U0-0170-0000 and 18-25-29-00U0-0050-0000**

**EXHIBIT B**

LAN 06

Return to:  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
P. O. Box 24680  
West Palm Beach, FL 33416-4680

This instrument prepared by:  
Holly Walter, Esquire,  
South Florida Water Management District  
3301 Gun Club Road, P. O. Box 24680  
West Palm Beach, FL 33416-4680

Project: Shingle Creek  
Tract:

**PERPETUAL CONSERVATION EASEMENT**

THIS PERPETUAL CONSERVATION EASEMENT ("Conservation Easement") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **Osceola County**, a political subdivision of the State of Florida, with its principal office located at 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as "Grantor"), and the **City of Kissimmee**, Florida, a municipal corporation ("City"), with its principal office located at 101 North Church Street, Kissimmee, Florida 34741, to the **South Florida Water Management District**, a Public Corporation of the State of Florida with its principal office located at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, (hereinafter referred to as "Grantee"). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assign of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Osceola County, Florida, and more specifically described in Schedule "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Grantee desires to obtain a perpetual conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, with respect to the Property; and

WHEREAS, the Grantor desires to grant and secure to the Grantee a perpetual conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, received by Grantor from Grantee, the adequacy and receipt of which are hereby acknowledged, Grantor hereby conveys, grants, creates, secures and establishes a perpetual conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, which are hereby incorporated herein by reference, for the benefit of and in favor of the Grantee with respect to the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever, in accordance with the following terms, conditions and provisions:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition; to restore and retain such areas as suitable habitat for fish, plants or wildlife; and to allow for appropriate passive recreation opportunities for the public. To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Property all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with 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.

3. The following activities are prohibited in or on the Property, except in accordance with the Management Plan, a copy of which is attached hereto as Schedule "B", together with any amendments thereof which may be approved by Grantee from time to time (the "Management Plan"):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;

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 sable palm trees and exotic vegetation;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with a Grantee approved management plan;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantor from conducting any permitted wetland mitigation or species relocation activities on the Property;

f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish-and wildlife habitat preservation, or allied purposes, including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type.

i. Acts or uses within Grantee's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical, architectural, archaeological, or cultural significance.

4. Passive Recreational Facilities. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any Grantee rule, criteria, permit and the intent and purpose of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval by the Grantee, except such written approval shall not be required for uses that are in accordance with the Management Plan.

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails. Grantor may submit plans for the construction of the proposed facilities to the Grantee for review and written approval prior to construction.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Property and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, Grantee or local permitting requirements.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Hazardous Materials/Pollutants: For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantor, nor or its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Property. Grantor shall operate and occupy the Property in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantor or any other third party, shall be reported to the Grantee immediately upon the knowledge thereof by the Grantor. The Grantor shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Property or emanate from the Property to adjacent lands as a result of the use of the Property or surrounding lands by the Grantor, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantor regarding pollution of the Property as provided herein, it does not alter or diminish any statutory or common law liability of the Grantor for such pollution. Notwithstanding anything contained herein to the contrary, nothing contained herein is intended to be construed as a waiver by Grantor of the limitations of its sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

7. Grantor shall maintain the property in as exotic-free a condition as practicable.

8. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

9. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

10. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or public entity qualified to hold such interests under the applicable state laws.

11. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

13. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

14. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which agreement shall be filed in the public records in Osceola County, Florida.

15. All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD this Perpetual Conservation Easement the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the use, benefit and behoof of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand and seal as of this date and year first above written.

OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Deputy Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney                      Date

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as Chairman of the Osceola County Board of County Commissioners, on behalf thereof. He is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CITY OF KISSIMMEE, FLORIDA**, a  
municipal corporation of the State of Florida

Attest:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor-Commissioner

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_, as Mayor-Commissioner of City of Kissimmee Board of Commissioners, on behalf thereof. She is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Legal form approved by:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_