

Re

Project Name: Green Swamp

WHP
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

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 27th day Oct 04 by
Dellis Wayne Bass, whose address is Post Office Box 372, Kathleen, Florida 33849
("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.*

RECITALS

A. 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 (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common
purpose of conserving certain 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 character of the Property, continue
certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further
development activity on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for
the BASS Conservation Easement Tract in Polk County, Florida", dated **September, 2004** ("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 the Florida Department of Environmental Protection and is
incorporated by this reference.

D. 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, or open
space condition.

E. 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.

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INSTR # 2004227303
BK 05981 PGS 0130-0145 PG(s) 16
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 16,018.10
RECORDING FEES 137.50
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F. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to 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").

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the conservation values of the Property;

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the

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gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. 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.

E. The right of ingress and egress to the Property.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days thereafter, Grantor may sell the Property free of the right granted herein. Provided, however, that closing on such sale shall occur within two years of the date of Grantor's notice to Grantee. If the Property, or such portion thereof or interest therein as is applicable, has not sold within two years after Grantor's notice to Grantee of intent to sell, then any intent to sell the Property thereafter shall require renewed notice to Grantee. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. 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, licensees or invitees on the Property.

I. 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.

J. The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

K. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

ARTICLE IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted:

A. No 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 shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limrock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances by Grantor, 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 of surface exploratory and extraction operations such as sifting of the sands, dragline, open pit mining, or other type of surface operation that would include movement of sands, dirt, rock or by any other means other than through a well hole, that would result in a change in the topography of the land, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

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. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or 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, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor shall be allowed to dig one well for each residence allowed under Article V and to deepen existing watering holes or dig new watering holes for cattle, so long as the excavation does not exceed one (1%) percent of the improved pasture area as defined or depicted on the Baseline Documentation (the "Improved Pasture Areas").

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical, archeological or cultural significance.

E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation except in areas designated as agricultural in the Baseline Documentation and as otherwise specifically provided in this Easement. There shall be no cutting of cypress trees anywhere on the Property. Except for non-invasive exotic plants that may be planted around housing facilities located on the Property, no other exotic or non-native plants may be planted on the Property. The Grantor shall control nuisance exotics or non-native plants on the Property to the greatest degree practicable or shall grant to the Grantee the authority to develop and enter onto the Property to implement an exotic plant removal plan to remove the plants from the Property. Fertilizer and biocide application for landscape purposes shall be in accordance with label instructions. Fertilizer and biocide application for agricultural purposes shall be in accordance with best management practices as developed by the Florida Department of Agriculture and Consumer Services, the Institute for Food and Agricultural Sciences or their successors.

F. 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

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operations and confined animal feed lot operations.

G. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except 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.

H. The construction or creation of new roads or jeep trails except in areas reserved for agricultural use as depicted in the Baseline Documentation.

I. There shall be no operation of motorized vehicles except on established trails and roads or in areas designated as agricultural in the Baseline Documentation unless necessary: (i) to protect or enhance the purposes of this Easement, (ii) for emergency purposes, (iii) for cattle ranching purposes, and (iv) to retrieve game that has been hunted legally.

J. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for agricultural activities including the building of any necessary agricultural structures. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas.

K. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

L. Any subdivision of the land except as may otherwise be provided in this Easement.

M. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property. Grantors, however, may erect and maintain reasonable: (a) signs indicating the name of the Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Property or signs otherwise regarding public access to the Property, (e) memorial plaques, (f) temporary signs indicating that the Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Property, (h) political or religious signs, or (i) signs informing the public of a use approved pursuant to Section V., below. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

N. There shall be no commercial water wells on the Property.

O. There shall be no row crops cultivated on the Property for commercial purposes.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

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. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the purposes of this Easement.

A. The right to observe, maintain, photograph, 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 do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights.

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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 local and state regulatory agencies 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, but not to relocate, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation. If any of the now existing facilities on the Property requires reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no larger than one hundred twenty five (125%) percent of the size of the original structure it replaces as such size is documented in the Baseline Documentation, and shall be situated at the same site.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation.

G. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for agricultural activities, other than row crops cultivated for commercial purposes, including the building of any necessary agricultural structures. Grantor may continue to use his entire property for his cattle operation and may continue to place cattle feeders and other temporary structures in palmetto flats as necessary for his cattle operation. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services ("FDACS") or its successor. Grantor further agrees to adhere to any future best management practices adopted by FDACS or its successor that apply to any of the Grantors agricultural activities. 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.

H. The right to construct 9 new residential structures on the Property, along with access driveways and appropriate-sized outbuildings such as barns, as more particularly described hereinafter. Each of the residential structures shall be limited to 5,000 square feet; and have no more than two related outbuildings limited to 2,000 square feet each. The new residential and outbuilding impacts shall be limited to 2.5 contiguous acres each, including new access driveways, all of which shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation.

I. The right to divide the Property for sale or other disposition by Grantor into one lot for each residence allowed by this Easement. The size of such lot(s) shall be no less than 100 acres. The provisions of this paragraph shall not be construed as releasing the subdivided lots from the terms of this Easement. The terms of this Easement shall remain in full force and effect over the allowed subdivided lots as well as the remaining area of the Property.

J. The right to engage in silviculture of pine trees only within those areas depicted on the Baseline Documentation as agricultural or silvicultural, in accordance with the best management practices of the Division of Forestry of the Florida Department of Agriculture and Consumer Services or its successor.

K. The right to maintain existing firebreaks as depicted on the Baseline Documentation through disking or mowing, but by no other means.

L. The right to construct new firebreaks only after consultation with and approval of the Division of

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Forestry or successor agency in order to minimize surface or wetland disturbances.

M. The right to convert a maximum of 200 acres of palmetto natural area to improved pasture.

ARTICLE VI. NOTICE AND APPROVAL.

If Grantee's approval or notice to Grantee is required by any of the provisions of this Easement 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 the Department of Environmental Protection in their regulatory capacity.

Where Grantee's approval is required by the terms of this Easement, 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.

Where an agent has been retained by Grantee or by the Division of State Lands of the Florida Department of Environmental Protection on behalf of Grantee to monitor compliance with the terms and conditions of this Easement (herein, "the Easement Monitor"), then notification shall be made to the Easement Monitor, and the Easement Monitor's approval of the proposed activity shall be and constitute Grantee's approval.

ARTICLE VII. GRANTEE'S REMEDIES

A. **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.

B. **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

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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.

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

D. 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.

E. 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 attorney 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 paragraph IX.A. and IX.B.; and (3) the existence or administration of this Easement.

ARTICLE VIII. NO PUBLIC ACCESS

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

ARTICLE IX. MISCELLANEOUS

A. 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.

B. 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.

C. 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 IX.D. 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. Grantor believes that any changes in the use

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of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph IX.C., 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.

E. 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.

F. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity or nonprofit organization whose purposes include the conservation of land or water areas or the preservation of sites or properties. 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.

G. 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. Subsequent to the valid sale or transfer of Grantor's ownership interest of the Property, Grantor will be released from any responsibility for any violation of the terms of this Easement that occurs subsequent to said sale or transfer of the Property, provided Grantor has not retained any use rights in or access to the Property.

H. 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 to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

I. Recordation. Grantee shall record this instrument and any amendments 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.

J. Non-Homestead Certification. Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither 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.

K. 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.

L. Controlling Law. The laws of the State of Florida shall govern the interpretation and performance of this Easement.

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M. 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.

N. 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.

O. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

P. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

Q. 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.

R. 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.

S. 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.

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.

Witnesses:

Maryellen Strickland
Signature of first witness

MARY ELLEN STRICKLAND
Printed name of first witness

Dellis Wayne Bass
Dellis Wayne Bass, Grantor

Marilyn L. Watson
Signature of second witness

Marilyn L. Watson
Printed name of second witness

Page 10 of 14

Date Printed 10/15/2004
BLA-503, Revised 4/11/03

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 **Dellis Wayne Bass**, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October, 2004.



Marilyn L. Watson
My Commission DD130056
Expires July 04, 2006

Marilyn L. Watson
Signed
Marilyn L. Watson
Printed
NOTARY PUBLIC

My Commission Expires: July 4, 2006

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Date Printed 10/15/2004
BLA-503, Revised 4/11/03

Witnesses:

Dawn P. Spatz
Signature of first witness

Dawn P. Spatz
Printed name of first witness

Adrienne Bellflower
Signature of second witness

Adrienne Bellflower
Printed name of second witness

STATE OF FLORIDA
COUNTY OF LEON

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

BY DIVISION OF STATE LANDS OF THE FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: Lynda I. Godfrey
NAME: Lynda I. Godfrey
AS ITS: Chief, Bureau of Land Acquisition

11-4-04
date signed by Buyer

APPROVED AS TO FORM AND LEGALITY

By: William C. Robinson
DEP Attorney

Date: 11-2-04
(For SPS)

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 Lynda I. Godfrey, 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.

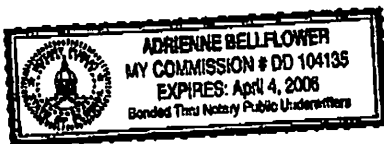
WITNESS my hand and official seal in the County and State last aforesaid this 4 day of November, 2004.

Adrienne Bellflower
Signed

Adrienne Bellflower
Printed
NOTARY PUBLIC

My Commission Expires:

4/4/06



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Date Printed 10/15/2004
BLA-503, Revised 4/11/03

Exhibit "A"

All of Section 13, Township 26 South, Range 23 East

All of Section 18, Township 26 South, Range 24 East

All of Section 19, Township 26 South, Range 24 East

All of Section 24, Township 26 South, Range 23 East

All lying and being in Polk County, Florida

Section 12

All of Section 12, Township 26 South, Range 23 East, lying South and East of Rock Ridge Road right-of-way, LESS AND EXCEPT those parcels described to wit: ROBSON ACRES as recorded in Plat Book 79, Page 36, of the public records of Polk County, Florida, and LESS AND EXCEPT Saddlewood Estates Phase 1, as recorded in Plat Book 93, Pages 37, 38, 39 and 40 of the Public records of Polk County, Florida.

All of Section 23, Township 26 South, Range 23 East, lying Easterly of Rock Ridge Road Right-of-Way, LESS AND EXCEPT those parcels conveyed to Rock Ridge Road Baptist Church as recorded in Official Records Book 3261, Page 1166, of the Public Records of Polk County, Florida.

(OFFICIAL RECORDS BOOK 3261, Page 1166)

That part of Section 23, Township 26 South, Range 23 East, Polk County, Florida described as follows:

Commence at the Northeast corner of said Section 23; thence North 89°44'32" West along the North line of said Section 23 a distance of 2725.76 feet to Easterly right-of-way of Rock Ridge Road; thence South 01°51'27" West along said Easterly right-of-way a distance of 118.26 feet to beginning of a curve concaved Northwesterly and having a radius of 994.93 feet; thence Southwesterly along said curved right-of-way to the right through a central angle of 29°42'10", an arc length of 515.78 feet (CH = 510.03, CB=S16°42'32"W) to a point of tangency; thence South 31°33'37" West along said Easterly right-of-way a distance of 2950.00 feet to the Point of Beginning; thence South 58°26'23" East a distance of 435.60 feet; thence South 31°33'37" West a distance of 125.48 feet; thence North 62°56'16" West a distance of 436.95 feet to the aforesaid Easterly right-of-way of Rock Ridge Road; thence North 31°33'37" East along said Easterly right-of-way a distance of 159.74 feet to the Point of Beginning.

AND

That part of Section 23, Township 26 South, Range 23 East, Polk County, Florida, described as follows:

Commence at the Northeast corner of said Section 23; thence North 89°44'32" West along the North line of said Section 23 a distance of 2725.76 feet to the Easterly right-of-way of Rock Ridge Road; thence South 01°51'27" West along said Easterly right-of-way a distance of 118.26 feet to beginning of a curve concaved Northwesterly and having a radius of 994.93 feet; thence Southwesterly along said curved right-of-way to the right

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Exhibit "A"

through a central angle of 29°42'10", an arc length of 515.78 feet (CH=510.03, CB=S16°42'32"W) to a point of tangency; thence South 31°33'37" West along said easterly right-of-way a distance of 2900.00 feet to the Point of Beginning; thence South 58°26'23" East a distance of 535.60 feet; thence North 31°33'37" East a distance of 250.00 feet; thence South 58°26'23" East a distance of 100.00 feet; thence South 31°33'37" West a distance of 300.00 feet; thence North 58°26'23" West a distance of 635.60 feet to the aforesaid Easterly right-of-way of Rock Ridge Road; thence North 31°33'37" East along said Easterly right-of-way a distance of 50.00 feet to the Point of Beginning.

AND

That part of Section 23, Township 26 South, Range 23 East, Polk County, Florida, described as follows:

Commence at the Northeast corner said Section 23; thence North 89°44'32" West along the North line of said Section 23, a distance of 2725.76 feet to Easterly right-of-way of Rock Ridge Road; thence South 01°51'27" West along said Easterly right-of-way a distance of 118.26 feet to beginning of a curve concaved Northwesterly and having a radius of 994.93 feet; thence Southwesterly along said curved right-of-way to the right through a central angle of 29°42'10", an arc length of 515.78 feet (CH=510.03, CB=S16°42'32"W) to a point of tangency; thence South 31°33'37" West along said Easterly right-of-way a distance of 2850.00 feet to the Point of Beginning; thence South 58°26'23" East a distance of 435.60 feet; thence North 31°33'37" East a distance of 200.00 feet; thence South 58°26'23" East a distance of 100.00 feet; thence South 31°33'37" West a distance of 250.00 feet; thence North 58°26'23" West a distance of 535.60 feet to the aforesaid easterly right-of-way of Rock Ridge Road; thence North 31°33'37" East along said Easterly right-of-way a distance of 50.00 feet to the Point of Beginning.

AND

That part of Section 23, Township 26 South, Range 23 East, Polk County, Florida, described as follows:

Commence at the Northeast corner of said Section 23; thence North 89°44'32" West along the North line of said Section 23, a distance of 2725.76 feet to Easterly right-of-way of Rock Ridge Road; thence South 01°51'27" West along said Easterly right-of-way a distance of 118.26 feet to the beginning of a curve concaved northwesterly and having a radius of 994.93 feet; thence southwesterly along said curved right-of-way to the right through a central angle of 29°42'10", an arc length of 515.78 feet (CH=510.03, CB=S16°42'32"W) to a point of tangency; thence South 31°33'37" West along said Easterly right-of-way a distance of 2800.00 feet to the Point of Beginning; thence South 58°26'23" East a distance of 290.40 feet; thence North 31°33'37" East a distance of 150.00 feet; thence South 58°26'23" East a distance of 145.20 feet; thence South 31°33'37" West a distance of 200.00 feet; thence North 58°26'23" West a distance of 435.60 feet to the aforesaid Easterly right-of-way of Rock Ridge Road; thence North 31°33'37" East along said Easterly right-of-way a distance of 50.00 feet to the Point of Beginning.

AND

That part of Section 23, Township 26 South, Range 23 East, Polk County, Florida, described as follows:

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Polk County

Exhibit "A"

Commence at the Northeast corner of said Section 23; thence North 89°44'32" West along the North line of said Section 23 a distance of 2725.76 feet to Easterly right-of-way of Rock Ridge Road; thence South 01°51'27" West along said Easterly right-of-way a distance of 118.26' to the beginning of a curve concaved Northwesterly and having a radius of 994.93 feet; thence Southwesterly along said curved right-of-way to the right through a central angle of 29°42'10", an arc length of 515.78 feet (CH=510.03, CB=S16°42'32"W) to a point of tangency; thence South 31°33'37" West along said Easterly right-of-way a distance of 2650.00 feet to the Point of Beginning; thence South 58°26'23" East a distance of 290.40 feet, thence South 31°33'37" West a distance of 150.00 feet; thence North 58°26'23" West a distance of 290.40 feet to the aforesaid Easterly right-of-way of Rock Ridge Road; thence North 31°33'37" East along said Easterly right-of-way a distance of 150.00 feet to the Point of Beginning.

LESS AND EXCEPT

Those parcels conveyed to Joe L. Saunders, in instrument dated December 29, 1982 as recorded in Official Records Book 2125, Page 84 and in Official Records Book 2125, Page 115, of the Public Records of Polk County, Florida.

(OFFICIAL RECORDS BOOK 2125 Page 84)

From the Southwest corner of Section 23, Township 26 South, Range 23 East, Polk County, Florida, run South 89°21'09" East along the South boundary of Section 23, 1700.00 feet, thence run North 20°51'40" East 735.02 feet, thence run North 50°47'50" West 1684.20 feet to the right-of-way of Rock Ridge Road, thence run South 31°41'10" West, 1248.41 feet along right-of-way line to the West boundary of said Section 23, thence run South 00°04'01" West, 669.83 feet, along the West boundary of said Section 23 to the Point of Beginning.

(OFFICIAL RECORDS BOOK 2125, Page 115)

From the Southwest corner of Section 23, Township 26 South, Range 23 East, Polk County, Florida, run South 89°21'09" East 1700 feet along Section line to Point of Beginning for this description, thence continue South 89°21'09" East 1119.40 feet. Thence run North 50°47'50" West 1106.68 feet, thence run South 20°51'40" West 735.02 feet to the Point of Beginning.

ALSO LESS AND EXCEPT

Commence at the Northeast corner of Section 23, Township 26 South, Range 23 East, Polk County, Florida; thence North 89°46'21" West, along the North line of said Section 23, a distance of 2725.34 feet to the Easterly right-of-way of Rock Ridge Road as described in Official Record Book 881, Page 74 of the Public Records of Polk County, Florida; thence along said Easterly right-of-way of Rock Ridge Road the following courses and distances; South 01°52'16" West a distance of 118.49 feet to the beginning of a curve concaved Northwesterly and having a radius of 994.93 feet; thence Southwesterly along said curved right-of-way to the right through a central angle of 29°42'10", an arc length of 515.78 feet to a point of tangency; thence South 31°34'26" West a distance of 3109.69 feet to a South line of those lands described in Official Record Book 3261, Page 1166 of the Public Records of Polk County, Florida; thence along said South line, South

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62°55'20" East a distance of 436.95 feet to a Southeast corner of said lands described in Official Record Book 3261, Page 1166 said Public Records and the Point of Beginning; thence continue South 62°55'20" East a distance of 200.62 feet; thence North 31°34'26" East a distance of 109.75 feet to a Southeasterly corner of those lands described in Official Record Book 3261, Page 1166; thence North 58°25'34" West, along a Southerly line of those lands described in Official Record Book 3261, Page 1166, a distance of 200.00 feet to an Easterly corner of said lands; thence South 31°34'26" West, along an Easterly line of those lands described in Official Record Book 3261, Page 1166, a distance of 125.48 feet to a Southerly corner of those lands described in Official Record Book 3261, Page 1166 and the Point of Beginning.

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