

DEPT 115 17.00
DEPT 291 2.50
CASH 19.50
2791A

11/20/97

ATTACHMENT VI

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL PERSONS BY THESE PRESENTS THAT in settlement of the issues contained in State of Florida Department of Environmental Protection Consent Order No. OGC 96-3262 to Sweetwater Golf and Tennis Club, East, Inc. on November 18, 1996, Sweetwater Golf and Tennis Club, East, Inc. (Grantor) has granted to the State of Florida Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida (grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Polk County, Florida, as set forth in the legal description attached hereto as Exhibit A.

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

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrological condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Protection Consent Order No. 96-3262, included but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

- * (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground. Except that docks existing within the Conservation Easement area on the date of recording may remain. All existing decks, gazebos, utility sheds, and other structures will be required to be removed from the Easement area.
- * (b) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, or unsightly or offensive materials.

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SWEETWATER GOLF AND TENNIS CLUB
684 DYSON ROAD
HAINES CITY FL 33844
ATTN: ANDRA NUNEZ

- * (c) Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
- * (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface.
- * (e) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- * (f) Activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- * (g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- * (h) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, the Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies. In any enforcement action in which Grantee prevails, Grantor shall bear the costs of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

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Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights thereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereto set Grantor's hand and seal on this 17th day of November, 1997.

Signed, sealed and delivered in our presence of:

Teresa A. Solar
WITNESS TERESA A. SOLAR

Sandra L. Martin
WITNESS SANDRA L. MARTIN

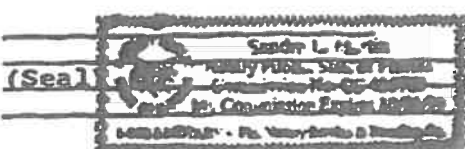
ANDREA M. NUNEZ
GRANTOR ANDREA M. NUNEZ

GRANTOR

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ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 11-19-97 (date), by ANDREA M. NUNEZ (name of officer or agent), of SUNWATER CO. & TANNIS CURS (name of Corporation), a FLA. (state or place of incorporation) corporation, on behalf of the corporation.



Sandra L. Martin
Notary Public
State of Florida Fla.

My Commission Expires: 10-1-99

Prepared by:
(Name and address)
TED MURRAY, ENVIRONMENTAL SUPERVISOR II
SUBMERGED LANDS & ENVIRONMENTAL RESOURCES PROGRAM
COMPLIANCE AND ENFORCEMENT, S.W. DISTRICT
3804 COCONUT PALM DRIVE
TAMPA FL 33619

EXHIBIT "A"

All of the land indicated as "Preservation Area" and "Tract K" of Sweetwater Golf & Tennis Club, according to the plat thereof as recorded in Plat Book 90, Pages 31 & 32, public records of Polk County, Florida.

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