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RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DOC TAX PD(F.S.201.02) 1,083.60

DEPUTY CLERK S Wiggins

SW

Prepared By and return to:  
Gretchen R.H. Vose, Esquire  
2705 W. Fairbanks Avenue  
Winter Park, Florida 32789

10-200-1197E

### LAND PROTECTION AGREEMENT

In Accordance with Florida Statutes, Section 380.0677 (1994)

#### (Covenant to Run with the Land in Perpetuity)

THIS LAND PROTECTION AGREEMENT is made and entered into this 17 day of NOVEMBER 1999 by and between LEX C. BROWN, a single man, whose address is 11191 Moore Road, Lakeland, Florida 33809, hereinafter referred to as "the Grantor", and the Department of Environmental Protection as successor in interest to the Green Swamp Land Authority, with its address at 2705 West Fairbanks Avenue, Winter Park, Florida 32789, hereinafter the "Authority", for the benefit of the South West Florida Water Management District, with its address at 2379 Broad Street, Brooksville, Florida 34609-6899, a public body existing under Chapter 373, Florida Statute (hereinafter referred to as the "District").

#### W I T N E S S E T H :

Whereas, the Grantor is the owner in fee simple of certain real property lying and being situated in Polk County, Florida, more specifically described in Exhibit "A" hereto and incorporated herein by reference, hereinafter referred to as "the protected property"; and

Whereas, the protected property is located in the Green Swamp Area of Critical State Concern; and

Whereas, the Authority and the Grantor mutually recognize the intrinsic water resource and ecological and environmental resource values of the protected property; and

Whereas, the Authority and the Grantor mutually have the common purpose of protecting the protected property from future development which could cause environmental damage.

Now, therefore, the Grantor, in consideration One Hundred Fifty-Four Thousand Seven Hundred Fifty dollars and no cents (\$154,750.00) and other good and valuable consideration in hand paid by the Authority, the receipt and sufficiency of which is hereby specifically acknowledged, agrees as follows:

1. The Grantor hereby gives up the following rights in and to the protected property, and agrees that the following

restrictions shall be in effect as to the protected property. The Grantor agrees that such restrictions shall constitute a covenant running with the land in perpetuity, and that any future deeds and contracts for the sale of any interest in the protected property shall specifically refer to this Land Protection Agreement and the restrictions imposed hereby:

- 1.1. There shall be no exploration for, mining of, or extraction of, oil, gas, petroleum products or by-products, nor shall there be mining, excavation, dredging, or removal of surface or subsurface materials, elements or compounds of any nature whatsoever including, without limitation, sand, clay, loam, peat, gravel, rock, soil, phosphate or its component elements, or minerals, provided, however, nothing in this paragraph shall prohibit digging or excavation of materials, elements or compounds in Grantor's agricultural operation as such may be permitted under paragraph 2.5 of this agreement. Except as specifically permitted under section 2.5 hereof, there shall be no further construction of or the placing of new buildings, roads, signs, billboards or other advertising, or other structures on, below or above the ground. Provided, however, that the Grantor shall have the right to maintain all buildings, roads, fences, fish and watering ponds and drainage ditches in an attractive and usable condition without the consent of the District, subject to obtaining all consent or permits lawfully required therefore.
- 1.2 There shall be no change in the intensity of use of the protected property, no increase in the number of dwelling units in any structure(s) or on the land, and no increase in the use of the protected property for any use whatsoever, except as specifically permitted in section 2.5 hereinafter.
- 1.3 Except as permitted in Section 2.5, there shall be no deposit of any hazardous refuse, or solid or liquid waste or materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. These are to include 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 except as provided by law; provided, however, this shall not be construed to prevent the use of septic tanks or the deposit of household waste generated on site, or of fertilizer in accordance with Best Management Practices for bona fide agricultural operations, and shall not be construed to prohibit animal waste generated on the property due to bona fide agricultural operations.

- 1.4 There shall be no use of any development rights transferred from any other property on the protected property.
- 1.5 Grantor agrees that it may not transfer any development rights from the protected property to be utilized on any other property.
- 1.6 There shall be no intentional destruction or damage to any sites of archaeological, cultural or historical significance, when such sites have been specifically identified as such to Grantor 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.
- 1.7 There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plan Council (EPPC), except 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 practicable.
- 1.8 Pesticides or herbicides must be applied according to Best Management Practices (BMP's) if applicable or in their absence in accordance with current label instructions.
- 1.9 All land use activities will be in compliance with appropriate federal and state laws governing threatened or endangered species.
2. The following operations, uses or occurrences shall not be prohibited by this land protection agreement:
  - 2.1 Work shall be permitted by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within boundaries of a right of way or public or private easement.

- 2.2 Work shall be permitted by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing or constructing on rights of way or public or private easements, for any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.
- 2.3 Alteration of any structure other than agricultural or residential structures shall be permitted so long as size and location do not change.
- 2.4 The use of the protected property devoted to dwelling uses as of the date of this land protection agreement shall be permitted, and the remodeling and/or expansion of any such dwelling unit shall be permitted.
- 2.5
  - A. Existing Agricultural Areas. Areas currently improved or reserved for agricultural activities or cattle operations as established by a base-line inventory can continue to be used for these activities or converted to other agricultural activities. Lands that are established by the base-line 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 Best Management Practices (BMP's) but do not include commercial chicken, pork and dairy farming operations.
  - B. Silviculture. Grantor shall have the right to conduct commercial forestry operations (silviculture) in accordance with Best Management Practices (BMP's) on the Easement Property, subject to the below conditions and restrictions:
    - a. Upland Harvesting. Uplands shall be defined as those areas of the Easement 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 District's headquarters office. Selective harvesting by Grantor is permitted. After such harvesting, the remaining stand shall retain at a minimum approximately 25 square feet of basal area or 7 seed trees 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 Best Management Practices (BMP's).

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

C. Cattle Operation. Grantor shall retain the right to maintain a cattle operation as determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS), or University of Florida Institute of Food and Agricultural Sciences (IFAS). This determination shall establish 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/IFAS. The cattle will have access to the entire Easement Property. The NRCS/IFAS determination shall be maintained at the District's headquarters office. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and District after consultation with NRCS/IFAS.

D. Sod Operation. Grantor shall retain the right to harvest sod only from those portions of the Easement Property which are improved pasture as of the date of execution of this Conservation Easement; provided however, that the Grantor shall adhere to currently existing BMP's, especially as to fertilizer use; and provided further that Grantor maintains a minimum of 15 foot herbaceous buffer strip adjacent to cypress domes and bay heads.

E. Hunting and Fishing. Grantor retains hunting and fishing rights, but agrees there shall be no lease of these rights without an approved management plan from the Florida Game and Freshwater Fish Commission.

F. Other Activities. The Grantor shall be permitted to construct and operate barns and other agricultural buildings, agricultural roads (provided there are no wetland impacts), and signs necessary to agricultural activities conducted on the property, including non-

permanent hunting and fishing camps, employment housing only to support a legitimate agricultural operation of the Grantor on property owned, lease, or under the control of the Grantor, and one existing single-family residence. Any reference herein to existing single-family residences is not to be interpreted as a determination by the Authority or the District, or any other governmental agency, that such existing residences are legally existing or have been properly permitted. The replacement and/or continued use of such residences remain subject to the regulation of other appropriate governmental agencies including the county in which the property is located.

- 2.6 The change in the ownership or change in the form of ownership of the protected property shall be permitted; provided, however, that any change in ownership will not affect the restrictions imposed hereby and provided that notification is made to the appropriate water management district by certified mail.
- 2.7 The Grantor shall be permitted to engage in any business that is conducted by, and in the home of, a person residing on the protected property or that involves the provision of goods or services incidental to, and occupies structures used principally for, the agricultural uses of the protected property; and
- 2.8 The Grantor shall be permitted to engage in and permit others to engage in recreational uses of the Property, including, without limitation, hunting and fishing, that require no surface alteration, except as provided in other sections hereof.
- 2.9 The Grantor shall retain all rights in the protected property which have not been specifically restricted herein.

3. This document is a land protection agreement and does not operate to transfer development rights. The rights given up herein by Grantor shall not in any way be sold, transferred or otherwise used, except as specifically permitted by statute. The District shall not have the right to allow the general public on the protected property at any time without the prior written consent of the Grantor.

4. This land protection agreement does not grant possessory rights. The Authority, the District and its agents and employees shall have the right to enter upon, over or across the protected property with the prior consent of the Grantor. There may be

annual inspections of the protected property, at the option of the District. The date and time of the annual inspection shall be arranged between the Grantor and the District, and shall be confirmed by the District to the Grantor. In the event of an eminent domain taking of any of the protected property, the Grantor, (but not the Authority or the District), shall receive compensation for the taking. The Grantor may accompany the District representative on any inspection, including annual inspections. Access shall not be unreasonably requested or denied. In addition to the above listed entry procedures, the District may enter onto the property upon reasonable suspicion that a violation of this agreement has occurred. In such case, notice to Grantor, (which notice shall state the reasonable suspicion and the basis therefor), but not written consent of the Grantor, will be required. The purpose of inspections under this paragraph shall only be for compliance with land protection agreement restrictions.

5. The Grantor shall assist the District in the monitoring and enforcement of the terms and conditions hereof. In the event of violation of the terms and conditions hereof, the Grantor and the District shall give written notice to the other party which party shall have the right to cease or to cure the violation within thirty (30) days after receipt of written notice from the other party.

6. The terms and conditions hereof may be enforced by the Grantor or the District by suit for injunctive relief or other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in any County in which any portion of the protected property is located, unless agreed otherwise by the parties.

7. Notices under this land protection agreement shall be given by certified mail, return receipt requested, to the addresses of the Grantor and District as set forth hereinabove. Such addresses may be changed by the parties hereof by notice as set forth herein.

8. Grantor does hereby covenant that the Grantor has full right and authority to enter into this land protection agreement and that the entering into this agreement by Grantor is not a violation of any agreement, mortgage, lien or any other restriction or encumbrance on the protected property. Grantor shall hold District harmless in the event this or any other covenant herein is breached by Grantor. Specifically, any mortgage holder on the protected property has consented to this land protection agreement, and this land protection agreement constitutes a restriction superior to any and all other restrictions on the protected property.

9. The Grantor hereby grants to the District the right to offer to purchase the protected property, or any right in the protected property, which Grantor hereafter wishes to sell. The Grantor shall notify the District in writing of the Grantor's intent to offer the protected property, or any interest in it, for sale. If the Grantor does not wish to sell the property to the District, the Grantor may so notify the District in such notice, and the time limits set forth hereafter shall not apply, and Grantor may sell the property without delay. The District shall have thirty (30) days from receipt of notice within which to provide written notice to the Grantor of the District's intention to purchase the property. In the event the District fails to notify Grantor of its intent to purchase the property, or in the event the Grantor and the District do not agree on terms of a sale of the protected property within forty-five (45) days after the District has indicated an intention to purchase the property, this provision shall be deemed void.

10. This land protection agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Authority, the District and the Grantor.

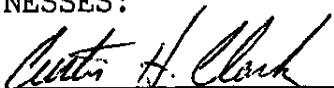
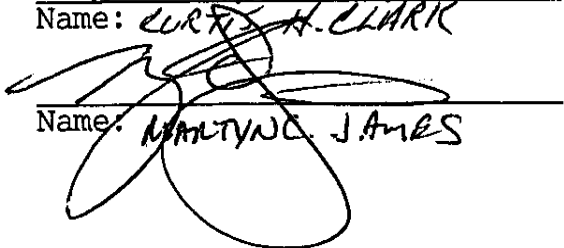
11. In the event of any suit arising from or out of or related to this land protection agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit, including on appeal.

12. Best Management Practices (BMP's) as referenced throughout this document are considered to include those practices currently approved by any or all of the following:

Florida Department of Agriculture and Consumer Services  
 Florida Game and Freshwater Fish Commission  
 Florida Forest Stewardship Program  
 University of Florida Institute of Food and Agricultural Sciences (IFAS)

In Witness Whereof, the lawful representatives of the Green Swamp Land Authority and the Grantor have caused this land protection agreement to be executed on the day and year set forth below.

WITNESSES:

  
 Name: CURTIS H. CLARK  
  
 Name: MARTYN J. JAMES

GRANTOR:

BY:   
 LEX C. BROWN



STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17  
day of November 1999, by LEX C. BROWN, who is personally known to  
me or who has produced Drivers LIC identification.  
(SEAL)



Martyn Craig James  
My Commission CC788933  
Expires November 16, 2002

[Signature]  
Notary Public, State of Florida

WITNESSES:

Department of Environmental  
Protection as successor in  
interest to the GREEN SWAMP  
LAND AUTHORITY:

[Signature]  
Signature  
Catherine S. Newell  
Print Name

[Signature]

[Signature]  
Signature  
Lynda F. Chiapputo  
Print Name

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 1st  
day of December, 1999, by Eva Armstrong of the  
Department of Environmental Protection as successor in interest to the Green  
Swamp Land Authority, (who is personally known to me) or who has  
produced \_\_\_\_\_ identification.  
(SEAL)



Lynda I. Chiapputo  
MY COMMISSION # CC526212 EXPIRES  
January 22, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]  
Notary Public State of Florida



Lynda I. Chiapputo  
MY COMMISSION # CC526212 EXPIRES  
January 22, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

THE SOUTH  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SECTION 21, TOWNSHIP 26 SOUTH,  
RANGE 24 EAST, POLK COUNTY, FLORIDA, LESS WEST 40 FEET FOR ROAD  
RIGHT-OF-WAY.

LESS:

THE NORTH 365 FEET OF THE SOUTH 1100 FEET OF THE WEST 1200 FEET  
THEREOF.

END OF LEGAL DESCRIPTION FOR THE FOLLOWING TAX IDENTIFICTION NUMBER(S):

212624-000000-041010

OWNER'S TITLE INSURANCE POLICY

# Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski  
President

SERIAL

OPM -

1740061

FUND OWNER'S POLICY

SCHEDULE A

Policy No.: OPM-1740061

Effective Date: December 7, 1999

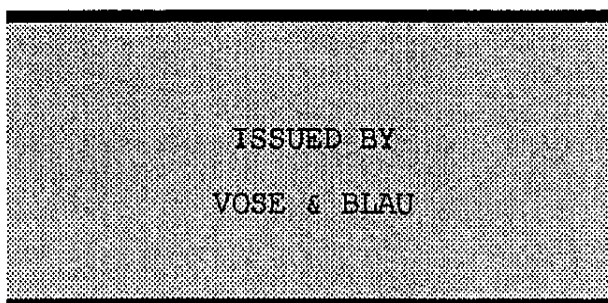
Fund File Number 05-98-2028

Agent File No. GS-3R-6 Lex Brown

Amount of Insurance: \$154,750.00

1. Name of Insured: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT,  
a political subdivision of the State of Florida
2. The estate or interest in the land described herein and which is covered by this policy is an Interest arising out of the referenced recorded Land Protection Agreement entered into pursuant to 380.0677, Florida Statutes. The Interest insured herein is subject to the terms, conditions and limitations contained in the Land Protection Agreement. The estate or interest in the land described herein is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 4363, Page 1915, of the Public Records of Polk County, Florida.
3. The land referred to in this policy is described as follows:  
  
(SEE ATTACHED EXHIBIT "A")

I, the undersigned agent, hereby certify that  
\*the transaction insured herein is governed by RESPA ☐yes ☒no  
\*if yes to the above, I have performed all  
"core title agent services." ☐yes ☐no



5430  
Agent No.

Agent Signature

2705 W. Fairbanks Avenue  
Winter Park, Florida 32789

FUND Form OP-Sch.A(rev.12/92)

## FUND OWNER'S POLICY

### SCHEDULE B

Policy No. OPM-1740061

This policy does not insure against loss or damage by reason of the following:

1. Taxes and assessments for the year 2000.
2. Easement contained in instrument recorded July 10, 1979, in O.R. Book 1887, Page 863, Public Records of Polk County, Florida.
3. Rule 27F-S.02 re: Green Swamp Area of Critical State Concern, recorded in O.R. Book 1701, Page 2055, and amended in O.R. Book 2400, Page 109, Public Records of Polk County, Florida.
4. Standard exceptions set forth at the inside cover hereof.
5. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
6. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village, or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of the county or municipality.
7. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
8. Rights or claims of parties in possession not shown by the public records.
9. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises.
10. Easements or claims of easements not shown by the public records.

\*\*\*END OF DOCUMENT\*\*\*

EXHIBIT "A"

THE SOUTH  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SECTION 21, TOWNSHIP 26 SOUTH,  
RANGE 24 EAST, POLK COUNTY, FLORIDA, LESS WEST 40 FEET FOR ROAD  
RIGHT-OF-WAY.

LESS:

THE NORTH 365 FEET OF THE SOUTH 1100 FEET OF THE WEST 1200 FEET  
THEREOF.