Exhibit "C"

PERPETUAL FLOWAGE AND INUNDATION EASEMENT

Grantor, (Fee Owner) hereby grants, bargains and conveys to the Grantee, (South Florida Water Management District) the perpetual right, power, privilege, and easement to regularly or at any time and for any length of time to raise water levels on, overflow, flood, inundate, flow water on, across, through and beneath the surface of, and submerge the land described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Easement Parcel"), in connection with the operation, maintenance and implementation of the Kissimmee River Restoration Project (hereinafter the "Project") as authorized by existing Acts of Congress, including Public Law 103-126 and the Water Resources Development Acts of 1988 and 1992, and future Acts of Congress, and/or in connection with flood control, water management, conservation, environmental restoration, water storage, water quality, or reclamation, and allied purposes, that may be conducted now or in the future by the Grantee, and/or to carry out the purposes and intent of the statutory authority of the Grantee, presently existing or that may be enacted in the future, together with the continuing right, in Grantee's discretion, to clear and remove any brush, debris, silt, spoil, vegetation and natural obstructions.

Grantor shall neither construct nor maintain any structure or improvements, including but not limited to septic systems, on the Easement Parcel nor re-grade, excavate or place fill on the Easement Parcel except as otherwise provided herein or except as may be approved in advance in writing by the representative of the Grantee in charge of the Project (hereinafter collectively referred to as the "Approved Improvements").
In addition, there shall be neither fertilization nor application of chemicals (including but not limited to pesticides, herbicides, and agrichemicals) with respect to the Easement Parcel without the prior written consent of Grantee, which consent may be withheld by Grantee in its sole and absolute discretion. Grantor shall comply with applicable laws, ordinances, rules, regulations and governmental permitting requirements and approvals in the Grantor's continued use of the Easement Parcel. Any and all of Grantor's personal property, inventory, crops, equipment, improvements, structures and fixtures located on the Easement Parcel, including but not limited to any Approved Improvements, shall be at the sole risk of Grantor and neither Grantee nor Grantee's agents, employees, officers, staff or Governing Board members shall be liable under any circumstances for any damage thereto or theft thereof. Grantor bears all risk of loss with respect to any Approved Improvements, including without limitation any loss resulting directly, indirectly or proximately from the Project or from the right, power, privilege and easements granted and conveyed to Grantee pursuant to this Easement or from the activities conducted pursuant to this Easement, and under no circumstances shall Grantee be liable therefore. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor shall indemnify, defend, hold harmless and release Grantee, its employees, officers, staff and Governing Board members, from and against any and all loss, cost, damage and/or liability, with respect to any Approved Improvements, including without limitation that resulting directly, indirectly or proximately from the Project or from the right, power, privilege and easements granted and conveyed pursuant this Easement or from the activities conducted pursuant to this Easement.

It shall be Grantor's obligation to secure any permits required by Grantee or any other governmental or quasi-governmental entity. The Grantee makes no representation that any such permits will be issued.

Grantor shall indemnify, defend and hold harmless Grantee and its employees, contractors, licensees, agents, officers, staff, Governing Board members and property from and against any and all claims, loss, liabilities, damage and/or expense, including, but not limited to reasonable attorney's fees and costs, resulting directly, indirectly or proximately in connection with Grantor's use of the Easement Parcel.

This Easement is subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Grantor, its heirs, successors, and assigns, all such rights and privileges as may be used and enjoyed without interfering with the Project for the purposes authorized by Congress or abridging the rights and the Easement hereby acquired; provided further that Grantor shall use the Easement Parcel in accordance with Federal and State laws with respect to pollution.

This Easement may be assigned in whole or in part by the Grantee for use in connection with any of the

purposes above mentioned. All the covenants, terms, and agreements herein contained shall 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, assigns, and grantees of their respective interests in the Easement Parcel.

Grantor shall keep the payment of taxes and assessments on the Easement Parcel current and shall not allow any lien on the Easement Parcel superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Easement Parcel which shall automatically relate back to the recording date of this Easement. Grantee may foreclose this lien on the Easement Parcel in the manner provided for mortgages on real property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, unto the Grantee, its successors and assigns, forever.

AND the Grantor hereby covenants with the said Grantee that it is lawfully seized of the Easement Parcel in fee simple; that it has good right and lawful authority to convey this Easement; that it fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all person whomsoever.