

EXHIBIT "B"

Tract: 18072-002

PERPETUAL CONSERVATION AND FLOWAGE/INUNDATION EASEMENT

A perpetual conservation and flowage/inundation easement ("Easement") in accordance with the following terms, conditions and provisions:

1. The perpetual right, power, privilege and easement to regularly or at any time and for any length of time overflow, flood, inundate, flow water on, across, and through, 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 and Headwaters Revitalization 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 SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD"), and/or to carry out the purposes and intent of the statutory authority of the SFWMD, presently existing or that may be enacted in the future, together with the continuing right, in SFWMD's discretion, to clear and remove any brush, debris and natural obstructions.

OWNER shall neither construct nor maintain any structures or improvements, including but not limited to septic systems, on the Easement Parcel nor regrade, 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 SFWMD 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 SFWMD, which consent may be withheld by SFWMD in its sole and absolute discretion. OWNER shall comply with applicable laws, ordinances, rules, regulations and governmental permitting requirements and approvals in the OWNER's continued use of the Easement Parcel.

Notwithstanding anything contrary in this Easement, OWNER, shall on the Easement Parcel be allowed to: (i) improve, maintain, and grade the existing approximately thirty (30) foot wide access road (hereinafter "access road") with dirt, gravel or shellrock and (ii) construct and maintain a pump adjacent to or within the access road (hereinafter "pump"). The access road and the pump as allowed in (i) and (ii) of the previous sentence are hereinafter collectively referred to as the "Accepted Improvements".

Any and all of OWNER's personal property, equipment, improvements, structures and fixtures located on the Easement Parcel, including but not limited to the Accepted Improvements and any Approved Improvements, shall be at the sole risk of OWNER and neither SFWMD nor SFWMD's agents, employees, officers, staff or Governing Board members shall be liable under any circumstances for any loss or damage thereto, interruption in use thereof, or theft thereof. OWNER bears all risk of loss with respect to the Accepted Improvements and the 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 SFWMD pursuant to this Easement or from the activities conducted pursuant to this Easement, and under no circumstances shall SFWMD be liable therefore. With respect to the Accepted Improvements and any Approved Improvements, it shall be OWNER's obligation to secure any permits required by SFWMD or any other governmental or quasi-governmental entity. The SFWMD makes no representation that any such permits will be issued.

2. In addition to the terms and conditions set forth above, 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, with respect to the Easement Parcel for the purpose of retaining land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

3. To carry out this purpose, the following rights are conveyed to SFWMD:
 - A. To enter upon the Easement Parcel at reasonable 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 Easement Parcel by OWNER at the time of such entry.
 - B. To enjoin any activity on or use of the Easement Parcel that is inconsistent with the Easement and to enforce the restoration of such areas or features of the Easement Parcel that may be damaged by any inconsistent activity or use.
4. Except to the extent SFWMD is permitted to engage in activities as provided in paragraph 1 above the following activities are prohibited in or on the Easement Parcel:
 - A. Construction or placing of structures (including but not limited to structures for human habitation), improvements (including but not limited to septic systems), buildings, roads, signs, billboards, fences, docks, dikes, pilings, boathouses, piers, or water control equipment, or other structures on or above the ground, except as otherwise provided herein.
 - 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, or excavation, dredging, removal of loam, peat, gravel, soil, rock, or other substance or material.
 - C. Agricultural and/or dairy operation of any type, including but not limited to those involving the production of crops and/or the presence of swine, poultry, cattle and/or other livestock.
 - D. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with best management practices.
 - E. Surface use except for purposes that permit the land or water area to remain in its natural condition.
 - F. Fertilization or application of chemicals, including but not limited to pesticides, herbicides, and agrichemicals.
5. No access by the general public to any portion of the Easement Parcel is conveyed by this Easement.
6. SFWMD shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Easement Parcel.
7. OWNER reserves all rights as owner of the Easement Parcel, including the right to engage in uses of the Easement Parcel that are not prohibited herein and which do not interfere with the intent and purpose of the easements conveyed by this Easement or the use of the Project for the purposes authorized by Congress.
8. Enforcement of the terms and restrictions of this Easement shall be at the reasonable discretion of SFWMD, and any forbearance on behalf of SFWMD to exercise its rights hereunder in the event of any breach hereof by OWNER, shall not be deemed or construed to be a waiver of SFWMD's rights hereunder.
9. If any provision of this Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this easement shall not be affected thereby, as long as the purpose of the Easement is preserved.
10. The terms, conditions, restrictions and purposes of this Easement shall be inserted by OWNER in any subsequent deed or other legal instrument by which OWNER divests itself of any interest in the

Easement Parcel. Any future holder of the OWNER's interest in the Easement Parcel shall be notified in writing by OWNER of this Easement.

11. 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.

12. The Easement conveyed herein is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, provided further that any use of the Easement Parcel shall be subject to Federal and State laws with respect to pollution.

13. It is contemplated that SFWMD may utilize contractors, subcontractors, SFWMD's employees, employees of other governmental entities, as well as other persons and entities in connection with SFWMD's exercise of the interests, rights, privileges, and powers conveyed and granted to SFWMD under this Easement.

14. No later than April first of each year, OWNER shall pay any and all real property taxes and assessments levied by competent authority on the Easement Parcel. OWNER shall keep current on the payment of taxes and shall not allow a lien to attach to the Easement Parcel superior to this Easement. In the event OWNER fails to extinguish or subordinate any such lien, the SFWMD may elect to pay off the lien on behalf of OWNER and OWNER shall reimburse SFWMD for the amount of the pay off, together with reasonably attorney's fees and costs, and with interest at maximum allowable rate, no later than thirty days after delivery of notice of such payment. The debt owed to SFWMD constitutes a lien against the Easement Parcel which automatically relates back to the date of the recording of the Easement and SFWMD may foreclose on the Easement Parcel in the manner of mortgages on real property in the event OWNER does not so reimburse the SFWMD.

15. All the terms, covenants, provisions 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. As used herein, the term OWNER shall include any and all heirs, successors and assigns of the OWNER and all subsequent owners of the Easement Parcel and the term SFWMD shall include any and all successors and assigns of SFWMD.

16. This Easement may only be amended, altered, released or revoked by written instrument executed by both OWNER and SFWMD, which shall be recorded in the public records of Osceola County, Florida.

TO HAVE AND TO HOLD 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 SFWMD, its successors or assigns, forever.