

A.K. (BEN) SHARMA, P.E.
DIRECTOR OF POWER SUPPLY



P.O. BOX 423219 KISSIMMEE, FLORIDA 34742-3219
(407) 833-7777 • FAX: (407) 847-0787

September 29, 1993

RECEIVED
OCT 04 1993
OFFICE OF
ENVIRONMENTAL SERVICES

Mr. Bradley J. Hartman
Florida Game & Fresh Water Fish Commission
Office of Environmental Services
620 South Meridian Street
Tallahassee, FL 32399-1600

RE: Cane Island Project Conservation
Easement

Dear Mr. Hartman:

The Kissimmee Utility Authority has recorded a 25-acre conservation easement with Osceola County in accordance with Condition 1 of Permit OSC-6 for the taking of gopher tortoises and their burrows issued for the Cane Island project (a power plant). Enclosed is a copy of the recorded easement as also required by Condition 1.

Sincerely,

A. K. Sharma

A. K. (Ben) Sharma, P.E.
Director of Power Supply

AKS/css

cc: B. Kuersteiner
D. Lefebvre

Please Copy

Need 1 Copies

Copies To:

Steve Law

Original:

☐ Return to: _____

☒ File under: OSC-6

☐ _____

Post-it copy request pad 7670

RECEIVED

DEDICATION OF CONSERVATION EASEMENT

JAN 11 1995

GREENBERG TRAURIG

STATE OF FLORIDA

COUNTY OF OSCEOLA

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of the Florida Game and Fresh Water Fish Commission Permit for Taking Gopher Tortoises and Their Burrows, Permit No. OSC-6 (hereinafter referred to as "Permit No. OSC-6") to the Kissimmee Utility Authority on March 12, 1993, pursuant to the document entitled "Regulations and Enforcement of 'Taking' of Gopher Tortoise by Development Activities Under the Rules of the Florida Game and Fresh Water Fish Commission" dated June 26, 1992, the Kissimmee Utility Authority, a body politic created and existing under the laws of the State of Florida (hereinafter referred to as "Grantor"), has granted to the Florida Game and Fresh Water Fish Commission, Tallahassee, Florida (hereinafter referred to as "Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property (hereinafter referred to as "Conservation Area") in Osceola 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.

Except for such specific activities as authorized pursuant to Grantee Permit No. OSC-6, including but not limited to the maintenance and management of the Conservation Area as specified in "Section 5.1 - Upland Habitat Management Plan" and "Section 5.2 - Upland Habitat Monitoring Plan" set forth in the Cane Island Project Mitigation Plan dated January, 1993 (hereinafter referred to as "Habitat Management/Monitoring Plan") or which may be authorized by future Grantee permits or approvals, the following activities are prohibited on the Conservation Area:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal or destruction of trees, shrubs, or other vegetation with the exception of maintenance activities specified in the Habitat Management/Monitoring Plan;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and gopher tortoise habitat preservation;
7. Acts or uses detrimental to the retention of land or water areas; and
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of the property having historical, archaeological or cultural significance.

Provided, however, that the above prohibitions and limitations shall not effect the right of the Grantor or its assigns to use the Conservation Area for passive recreational uses, such as hiking, biking, bird watching or horseback riding or to construct bikeways or wooden walkways through the Conservation Area as nature study trails.

The prohibitions established by the Conservation Easement hereby granted shall not affect the hunting rights on the Conservation Area of Thomas J. Addison, Sr. and Wilma M. Addison granted and available under the Addendum to Contract for Sale and Purchase between the Grantor and Thomas J. Addison, Sr. and Wilma M. Addison, dated August 28, 1991, attached hereto as Exhibit "B".

The Grantee may enforce the provisions of this Conservation Easement as provided for by Section 704.06, Florida Statutes (1991).

The management and maintenance obligations for the Conservation Area imposed in the Habitat Management/Monitoring Plan may be assigned to another entity, governmental body or agency, including the Grantee, upon Grantee's written approval which shall not be unreasonably withheld. Upon assignment of the Habitat Management/Monitoring Plan management and maintenance obligations, the Grantor shall

no longer be required to maintain and manage the Conservation Area under this document, the Habitat Management/Monitoring Plan or Permit No. OSC-6.

The Conservation Easement hereby granted 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 provisions of this Conservation Easement may be amended only after written approval of both the Grantor and Grantee, or their successors and assigns.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 29th day of September, 1993.

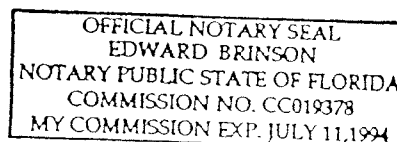
KISSIMMEE UTILITY AUTHORITY
BY: [Signature]
Print Name: Richard L. Hord
Chairman

ATTEST: [Signature]
Print Name: Bob Bobroff
Secretary

STATE OF FLORIDA §
COUNTY OF OSCEOLA §

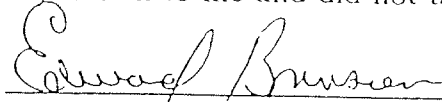
The foregoing instrument was acknowledged before me this 29th day of September, 1993, by RICHARD L. HORD, as Chairman of KISSIMMEE UTILITY AUTHORITY, a body politic organized and existing under the laws of the state of Florida, on behalf of the Authority. He is personally known to me and did not take an oath.

[Signature]
Print Name: EDWARD BRINSON
NOTARY PUBLIC
Commission Number:



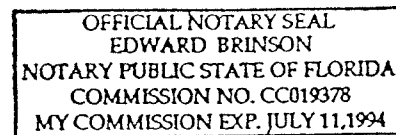
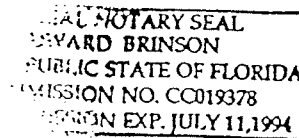
STATE OF FLORIDA §
COUNTY OF OSCEOLA §

The foregoing instrument was acknowledged before me this 29th day of September, 1993, by BOB BOBROFF, as Secretary of KISSIMMEE UTILITY AUTHORITY, a body politic organized and existing under the laws of the state of Florida, on behalf of the Authority. He is personally known to me and did not take an oath.


Print Name: Edward Brinson
NOTARY PUBLIC
Commission Number:

This instrument prepared by:

Douglas J. Rillstone
Huey, Guilday, Kuersteiner & Tucker, P.A.
106 East College Avenue, Suite 900
Tallahassee, Florida 32301
(904) 224-7091



KELLY\KISSIMME\conserv3.93

DATE: 09/30/93 MEL WILLS, JR., CLERK OF THE CIRCUIT COURT RECEIPT
TIME: 12:35:25 ===== OSCEOLA COUNTY ===== 0145215

12 SOUTH VERNON AVENUE, DEPARTMENT "R"
KISSIMMEE, FLORIDA 34741-5491

FROM: KISSIMMEE UTILITY AUTHORITY
P O BOX 423219

KISSIMMEE FL 34742-3219

LINE	CODE	DESCRIPTION	TYPE	BOOK	PAGE	YR-INSTNO-X	CHECK	TOTAL
001	01	RECORDING	OTHER	1148	0912	93-074998	054902	47.50

PAYABLE TO: MEL WILLS, JR., CLERK BY: ABC TOTAL DUE -> 47.50
BY: ABC =====

CHECKS -> 47.50
CASH ->
CHARGE ->
CHANGE -> .00

* THIS IS AN OFFICIAL RECEIPT *
001

BLACK & VEATCH / CANE ISLAND

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 28 EAST, AND THE NORTH RIGHT-OF-WAY LINE OF THE ACL RAILROAD; THENCE N28°48'59"W, A DISTANCE OF 5091.73 FEET TO THE POINT OF BEGINNING;

FROM THE P.O.B., CONTINUE THE FOLLOWING COURSES AND DISTANCES; THENCE N90°00'00"W, A DISTANCE OF 182.16 FEET; THENCE N44°59'51"W, A DISTANCE OF 511.39 FEET; THENCE S69°46'31"W, A DISTANCE OF 693.15 FEET; THENCE N52°25'53"W, A DISTANCE OF 246.02 FEET; THENCE N20°53'52"W, A DISTANCE OF 1177.45 FEET; THENCE S89°35'05"W, A DISTANCE OF 690.02 FEET; THENCE N08°07'48"E, A DISTANCE OF 141.42 FEET; THENCE N06°42'35"W, A DISTANCE OF 85.59 FEET; THENCE N45°00'00"E, A DISTANCE OF 155.56 FEET; THENCE N61°55'39"E, A DISTANCE OF 170.00 FEET; THENCE S22°02'43"E, A DISTANCE OF 171.26 FEET; THENCE S60°23'27"E, A DISTANCE OF 95.46 FEET; THENCE S84°31'49"E, A DISTANCE OF 109.48 FEET; THENCE S03°13'02"E, A DISTANCE OF 133.26 FEET; THENCE S63°14'19"E, A DISTANCE OF 55.04 FEET; THENCE N66°12'29"E, A DISTANCE OF 84.07 FEET; THENCE N29°56'16"E, A DISTANCE OF 96.34 FEET; THENCE S80°06'22"E, A DISTANCE OF 121.47 FEET; THENCE S57°26'18"E, A DISTANCE OF 180.88 FEET; THENCE S82°01'45"E, A DISTANCE OF 139.02 FEET; THENCE S25°01'50"E, A DISTANCE OF 165.54 FEET; THENCE S36°44'17"E, A DISTANCE OF 121.22 FEET; THENCE S23°44'58"E, A DISTANCE OF 143.93 FEET; THENCE S42°17'29"E, A DISTANCE OF 134.57 FEET; THENCE S72°12'32"E, A DISTANCE OF 113.08 FEET; THENCE S40°29'46"E, A DISTANCE OF 82.51 FEET; THENCE S54°46'57"E, A DISTANCE OF 104.04 FEET; THENCE S58°23'33"E, A DISTANCE OF 152.64 FEET; THENCE S58°40'17"E, A DISTANCE OF 134.63 FEET; THENCE S43°18'38"E, A DISTANCE OF 83.64 FEET; THENCE S56°34'06"E, A DISTANCE OF 57.02 FEET; THENCE S68°07'23"E, A DISTANCE OF 101.18 FEET; THENCE S45°05'05"E, A DISTANCE OF 59.52 FEET; THENCE S49°23'55"E, A DISTANCE OF 138.29 FEET; THENCE S37°46'32"E, A DISTANCE OF 101.21 FEET; THENCE S46°12'22"E, A DISTANCE OF 134.38 FEET; THENCE S32°04'56"E, A DISTANCE OF 79.08 FEET; THENCE S27°32'54"E, A DISTANCE OF 112.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 25 ACRES MORE OR LESS.

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD OR OWNERSHIP.
2. THE LAND DESCRIPTION AND EASEMENTS SHOWN HEREON ARE IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARINGS REFER TO FLORIDA STATE PLANE COORDINATE SYSTEM NAD 83/90 EAST ZONE.
4. NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES LOCATED.
5. LEGEND: P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
O - SET IRON ROD & CAP, LS #3691
6. CORNERS WERE NOT SET ON ENVIRONMENTAL LINE.

THIS IS NOT A SURVEY

CERTIFICATE:

HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 21HH-6 ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON. SUBJECT TO THE QUALIFICATIONS NOTED HEREON. NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

CERTIFIED TO:

BLACK AND VEATCH

BY:

Gary A. Burden

DATE: 9-17-92

ATLANTIC LAND DESIGN, INC.
PROFESSIONAL LAND SURVEYING

GARY A. BURDEN

FLORIDA REGISTRATION NO.

3691

BOUNDARY SURVEY

TIE-IN SURVEY

AS-BUILT SURVEY

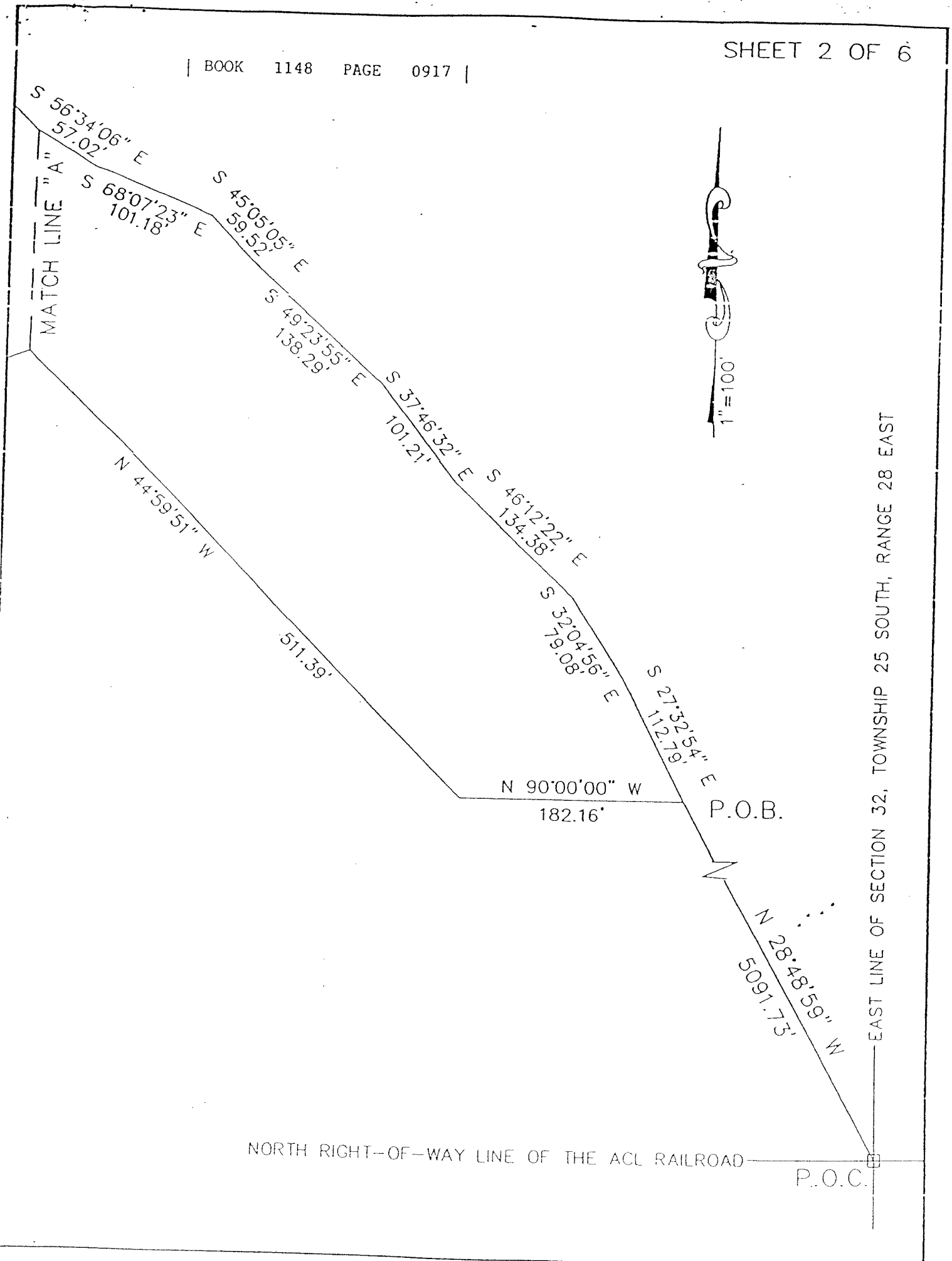
JOB NUMBER

92036X3

SHT. 1 OF 6

5 WEST MONUMENT AVE.
JESSIMMEE, FL 34741
TEL (407) 931-1544
AX (407) 931-1588

201 S.W. Port St. Lucie Blvd.
Suite 107
Port St. Lucie, FL 34983
Tel. (407) 335-9444
FAX 335-9445





MATCH LINE "B"

MATCH LINE "A"

S 42°17'28" E
134.57'

S 72°12'32" E
113.08'

S 40°29'46" E
82.51'

S 54°46'57" E
104.04'

S 58°23'33" E
152.64'

S 58°40'17" E
134.63'

S 43°18'38" E
83.64'

693.15'

S 69°46'31" W

1" = 100'

