

Retn:
GOODLETTE COLEMAN ET AL
4001 TAMiami TR N #300
NAPLES FL 34103

3887714 OR: 4089 PG: 3837
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
03/16/2006 at 11:31AM DWIGHT B. BROCK, CLERK

RBC FEE 1157.50
DOC-.70 .70

FDACS CONTRACT #

011604

This instrument prepared by:
Richard D. Yovanovich, Esquire
Goodlette, Coleman & Johnson, P.A.
4001 North Tamiami Trail
Suite 300
Naples, Florida 34103

459
OC 105/10/10

3209 001
L-21, 24, 36, 40, 67, 77, 116, 123, 113, 113

STEWARDSHIP EASEMENT AGREEMENT

Tract: LTR SSA 7

THIS STEWARDSHIP EASEMENT is granted this 20th day of June, 2006, by Lake Trafford Ranch, LLLP, a Florida limited liability limited partnership, whose address is 1395 Panther Lane, Suite 300, Naples, Florida 34109, hereinafter called "Grantor" to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

A. Grantor is the owner of approximately 985.4 acres of land situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property" or "LTR SSA 7").

B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated June 20, 2006, which designated the Property "LTR Stewardship Sending Area 7 ("LTR SSA 7)". This 985.4 acre parcel, as legally described in Exhibit "A", has been designated as a "Stewardship Sending Area" ("SSA") in accordance with Section 4.08.06 of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B".

C. The SSA Agreement and Section 4.08.06 C.8. of the LDC requires Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for LTR SSA 7 and the party responsible for such measures.

D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor Four Thousand and Thirty Four and Two Tenths (4,034.2) Stewardship Credits upon approval of the SSA and an additional One Thousand Eight Hundred and Thirty Five and Nine Tenths (1,835.9) Stewardship Credits after restoration is completed which, together, will allow Grantor to entitle seven hundred twenty-eight and two-tenths acres (733.8 acres) for development within the Rural Lands Stewardship Area District.

E. The purposes of this Stewardship Easement are (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement, (2) to identify specific land management measures and the party responsible, (3) to provide for the enforcement of the Stewardship Easement; and (4) in the areas to be restored by Grantor, to provide the restoration improvements and success criteria.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants,

creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "A", which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.

2. Exhibit "C" depicts the nine hundred eighty five and four tenths (985.4) acres with LTR SSA 7 where the following six (6) Land Use Layers are eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 4.08.06 B.4. of the LDC:

- a. Residential Land Uses, also described as Land Use Layer 1.
- b. General Conditional Uses, also described as Land Use Layer 2.
- c. Earth Mining and Processing Uses, also described as Land Use Layer 3.
- d. Recreational Uses, also described as Land Use Layer 4.
- e. Agriculture – Group 1, also described as Land Use Layer 5.
- f. Agriculture – Support Uses, also described as Land Use Layer 6.

3. Grantor reserves all rights as Grantor of the Property, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use LTR SSA 7 only for the land uses set forth in this paragraph:

- a. Conservation, Restoration and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 4.08.06 B.4.B. of the LDC.
- b. These lands in LTR SSA 7 land depicted on Exhibit "C" as having had the first six (6) Land Use Layers eliminated, may also be used for Agriculture – Group 2 (Land Use Layer 7) as defined in Section 4.08.06 B.4 of the LDC. Agriculture – Group 2 uses cannot be converted to Agriculture – Group 1 from and alter the designation of such lands as a SSA.
- c. Grantor retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
- d. Grantor retains the right to engage in traditional activities on the Property, such as, but not limited to hiking, hunting, nature observatory and other eco-observation excursions, and other such occasional non-destructive activities.

4. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.

5. The following land management measures shall be undertaken as LTR SSA 7 and the Grantor of the fee title to the Property shall be the party responsible for such measures:

- a. On those lands within LTR SSA 7 on which Agriculture – Group 2 uses are the only remaining agricultural uses, land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include mowing, prescribed burning, mechanical brush control (“Chopping”) and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance. In addition, for those areas to be designated for restoration and to be restored by Grantor, additional land management measures will be required. The areas designated for restorations which are to be restored by Grantor are referred to as Restoration Areas A, B and C respectively and depicted on Exhibit “D” and described in Exhibit “E”. The additional land management measures which are required after restoration improvements are set forth in the Restoration Plan described in Exhibit “F” hereof. At the expiration of all additional land management measures required in Restoration Areas A, B and C, land management measures as described for all other areas under this subparagraph shall be employed.

6. The required restoration improvements, success criteria, land management measures and other commitments of Grantor in respect to Restoration Areas A, B and C are contained in the Restoration Plan.

7. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.

8. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

9. References to the LDC are to those provisions of Section 4.08.06 of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementations, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.

10. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees’ rights hereunder. All costs and reasonable attorneys’ fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

12. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.

13. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.

14. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.

TO HAVE AND TO HOLD unto grantees, their successors and assigns forever. These covenants, terms, conditions, restrictions and purposes imposed with this Stewardship Easement shall not only be binding upon Grantor, but also its successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Stewardship Easement; and that Grantor hereby fully warrants title to the Stewardship Easement hereby conveyed and will defend against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 20th day of June, 2006.

GRANTEE'S ACCEPTANCE OF STEWARDSHIP EASEMENT

WITNESS

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER AFFAIRS

Christa A Register
Name

Christa A Register
Signature

By: Mike Gresham
Print Name Mike Gresham
It's Director of Administration

Angelia B. Rains
Name

Angelia B. Rains
Signature

State of Florida
County of LEON

The foregoing Stewardship Easement Agreement was executed before me this 7th day of July, 2006, by Mike Gresham, as Director of Admin for the Florida Department of Agriculture and Consumer Affairs.



Karen A. Meyer
Notary Public
Name: KAREN A. MEYER
Certificate No. # DD 346679
My Commission Expires: 10/20/2008

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Frank Halas, Chairman

Approved as to form and
legal sufficiency

By: 
Steven Griffin
Assistant County Attorney

ATTEST:
DWIGHT E. BROCK, CLERK

By: 
Deputy Clerk

Attest as to Chairman's
signature only

WITNESS

LAKE TRAFFORD RANCH, LLLP
a Florida limited liability limited partnership

Janet Burton
Name

By: [Signature]
Thomas M. Taylor
Its General Partner

Janet Burton
Signature

By: [Signature]
Christopher L. Allen
Its General Partner

Suzanne L. Orschell
Name

Suzanne L. Orschell
Signature

State of Florida
County of Collier

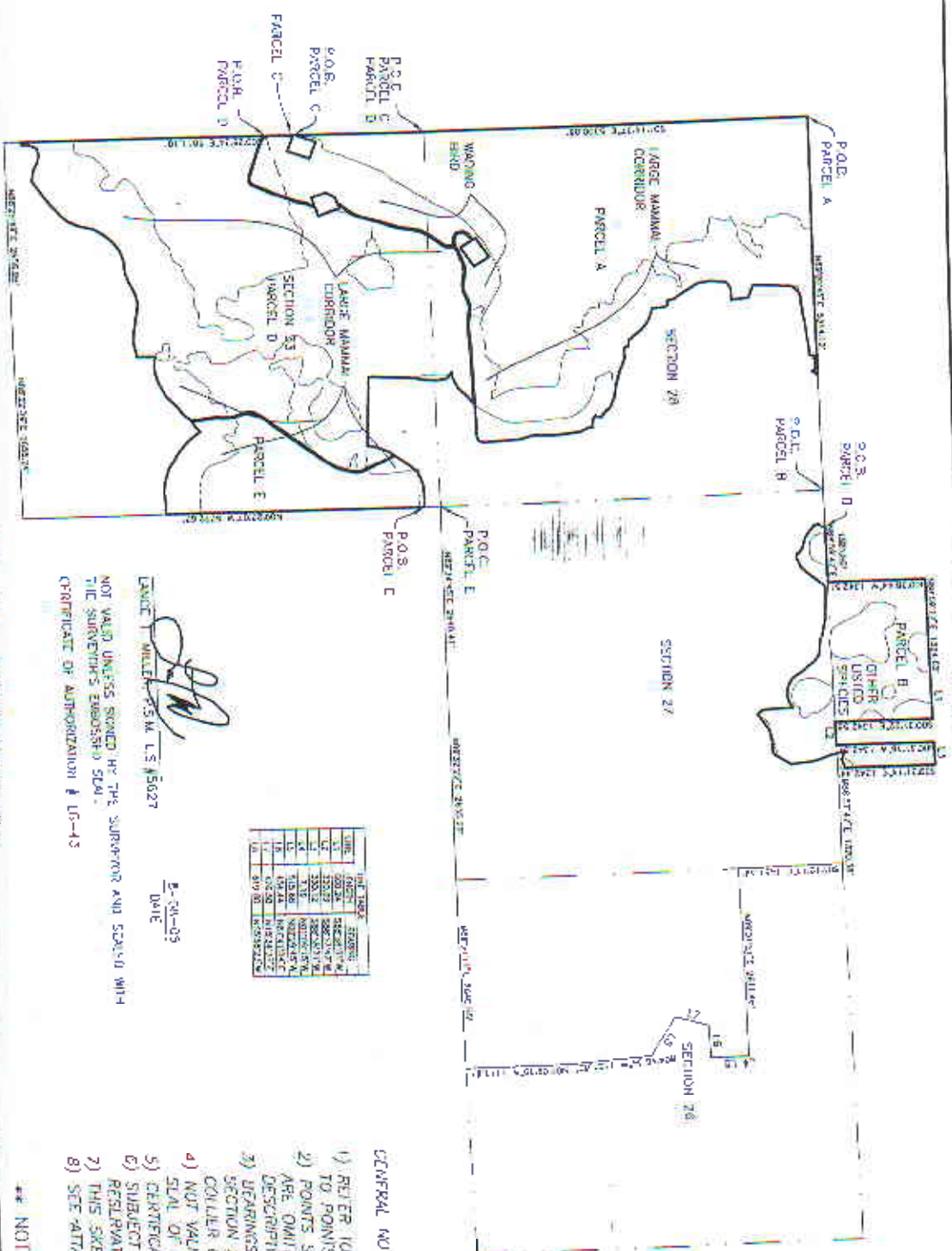
The foregoing Stewardship Sending Area Credit Agreement was executed before me this 30 day of May, 2006, by Thomas M. Taylor and Christopher L. Allen, as managing partners for the Lake Trafford Ranch, LLLP.

NOTARY PUBLIC-STATE OF FLORIDA
 **Betsy Blanco**
Commission #DD391818
Expires: FEB. 01, 2009
Bonded Through Atlantic Bonding Co., Inc.

[Signature]
Notary Public
Name: Betsy Blanco
Certificate No. DD391818
My Commission Expires: Feb. 01, 2009

LIST OF EXHIBITS
LTR Stewardship Sending Area 7 Easement Agreement

Exhibit "A"	LTR SSA 7 Land Legal Description
Exhibit "B"	LTR SSA 7 (985.4 acre parcel) depicted on Map of SSA Land
Exhibit "C"	Retained Land Uses
Exhibit "D"	Restoration Areas
Exhibit "E"	Legal Description of LTR SSA 7 Restoration Areas
Exhibit "F"	LTR SSA 7 Restoration Plan



LINE	BEARING	DISTANCE	AREA
1	N 00° 00' 00" E	100.00	100.00
2	S 00° 00' 00" W	100.00	100.00
3	N 00° 00' 00" E	100.00	100.00
4	S 00° 00' 00" W	100.00	100.00
5	N 00° 00' 00" E	100.00	100.00
6	S 00° 00' 00" W	100.00	100.00
7	N 00° 00' 00" E	100.00	100.00
8	S 00° 00' 00" W	100.00	100.00
9	N 00° 00' 00" E	100.00	100.00
10	S 00° 00' 00" W	100.00	100.00

[Signature]
 LAND: MILLER, J.S. M. L.S. 15627
 2-20-05
 Date

NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBROIDERED SEAL.
 CERTIFICATE OF AUTHORIZATION # LR-43

GENERAL NOTES:

- 1) REFER TO LEGAL DESCRIPTION FOR COORDINATE'S TO POINTS SHOWN HEREON.
- 2) POINTS SHOWN ARE SUCCESSIONAL, INTERMEDIATE POINTS ARE OMITTED FOR CLARITY AND ARE LISTED IN THE LEGAL DESCRIPTION.
- 3) BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA BEING NORTH BY 00° 45' EAST.
- 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) CERTIFICATE OF AUTHORIZATION #LR-43
- 6) SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.
- 7) THIS SKETCH MAY HAVE BEEN REDUCED.
- 8) SEE ATTACHED FOR LEGAL DESCRIPTION

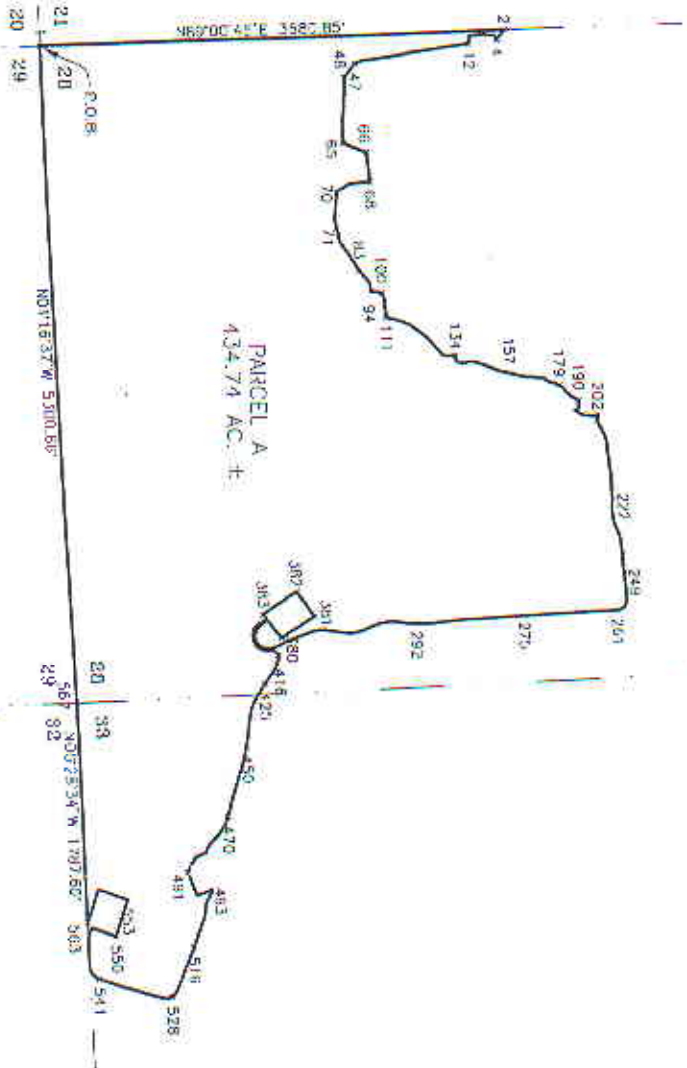
** NOT A SURVEY **

REVISION	DATE	DRAWN BY	TRK. NO.
1	1985	J-05	
2	1985	7-05	
3	1985	6-05	
4	1985	7-05	

CLIENT: PEPPER RANCH

Wilson Miller
 Surveyor & Mapper
 15000 SW 15th St., Suite 200, Miami, FL 33187
 Phone: (305) 251-1500
 Fax: (305) 251-1501

TITLE:	PROJECT TITLE:	SHEET NUMBER:	TOTAL SHEETS:
A PORTION OF SECTIONS 22, 26, 27, 28 AND 33 TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA	03312-504-000	1	0



[Signature]
 LANCE W. MILLETT
 17.5 M. L.S.#15627

8-08-05
 DATE

NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL.
 CERTIFICATE OF AUTHORIZATION # LR-43



GENERAL NOTES:

- 1) REFER TO LEGAL DESCRIPTION FOR COORDINATES TO POINTS SHOWN HEREON.
- 2) POINTS SHOWN ARE SUCCESSIONAL INTERMEDIATE POINTS ARE OMITTED FOR CLARITY AND ARE LISTED IN THE LEGAL DESCRIPTION.
- 3) BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 26, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 09° 00' 45" EAST.
- 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL WAIVED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) CERTIFICATE OF AUTHORIZATION #LR-43
- 6) SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
- 7) THIS SKETCH MAY HAVE BEEN REDUCED.
- 8) SEE ATTACHED DEED DOCUMENT #155601 FOR LEGAL DESCRIPTION.

** NOT A SURVEY **

CLIENT:	PEPPER RANCH		
ACTIVITY:	DATE:	DATE:	DATE:
CRAMA FR:	1985	7-05	
DATE:	04-16		

Wilson Miller
 Surveyors, Engineers, Planners, and Environmental Consultants
 2000 N. W. 10th St., Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Website: www.wilsonmiller.com

TITLE:	SKETCH OF DESCRIPTION		
PROJECT NO.:	03312-S04-000	SHEET NO.:	10
DATE:	8-08-05	DRAWN BY:	2H-1



NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL
 CORRELATE OF AUTHORIZATION # LB 43

- GENERAL NOTES:
- 1) REFER TO LEGAL DESCRIPTION FOR COORDINATES
 - 2) POINTS SHOWN HEREON, INTERMEDIATE POINTS AND OMITTED FOR CLARITY AND ARE LISTED IN THE LEGAL DESCRIPTION.
 - 3) BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 65° 00' 45" EAST.
 - 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - 5) CERTIFICATE OF AUTHORIZATION #LB 43
 - 6) SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
 - 7) THIS SKETCH MAY HAVE BEEN REDUCED.
 - 8) SEE ATTACHED DEED DOCUMENT #155608 FOR LEGAL DESCRIPTION

NOT A SURVEY

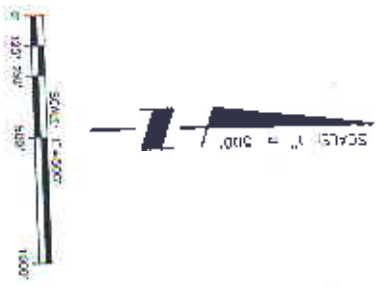
ACTIVITY	DATE	BY	REVISION
DESIGNED BY	1985	7-05	
CHECKED BY	LTM	7-05	

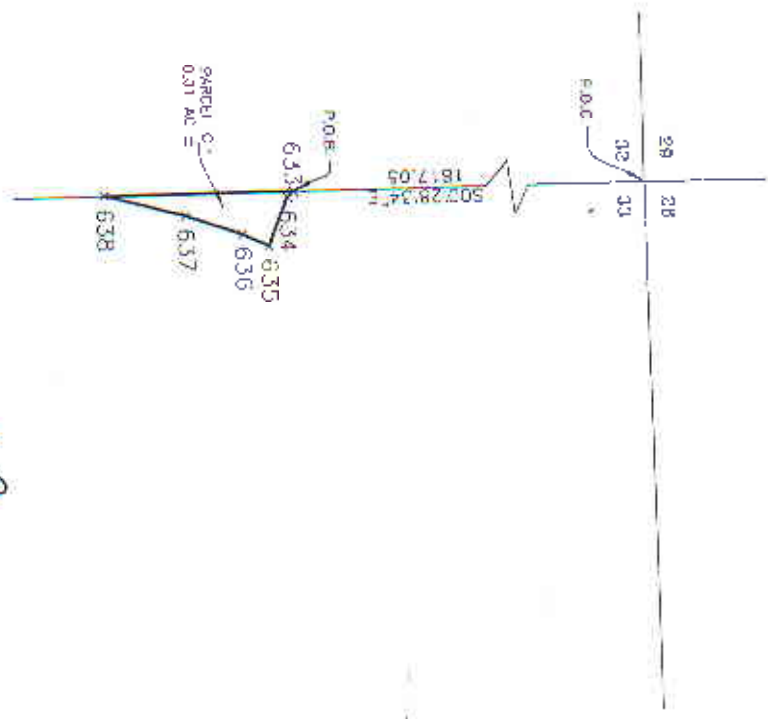
CLIENT	PEPPER RANCH
DATE	7-05
DRAWN BY	LTM
DATE	7-05

PROJECT NO.	03312-S04-000
DATE	7-05
SCALE	1" = 200'
BY	LTM
CHECKED BY	LTM

Wilson Miller
 L.S. #11271

David T. Miller
 DAVID T. MILLER, L.S. #11271
 8-08-05
 DATE





[Signature]
 LANCE T. MILLER, P.S.M., L.S. #10627
 Surveyor

Bill-09
 DATE

NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S LICENSED SEAL.
 CERTIFICATE OF AUTHORIZATION # 10-43

GENERAL NOTE:

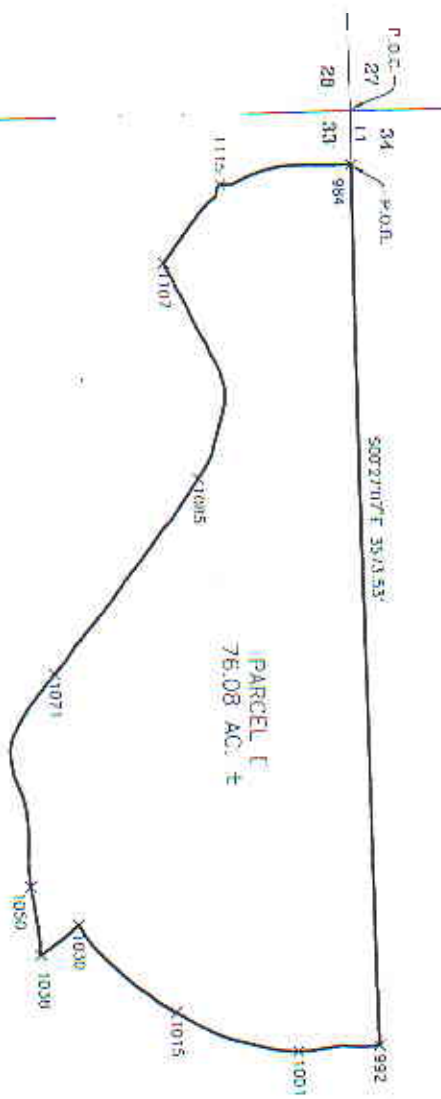
- 1) REFER TO LEGAL DESCRIPTION FOR COORDINATES TO POINTS SHOWN HEREON.
- 2) POINTS SHOWN ARE SEQUENTIAL, INTERMEDIATE POINTS ARE OMITTED FOR CLARITY AND ARE LISTED IN THE LEGAL DESCRIPTION.
- 3) BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 89° 00' 45" EAST.
- 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) CERTIFICATE OF AUTHORIZATION #10-43
- 6) SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
- 7) THIS SKETCH MAY HAVE BEEN REDUCED.
- 8) SEE ATTACHED DOCUMENT #155676 FOR LEGAL DESCRIPTION

** NOT A SURVEY **

CLIENT:	JEPPIER JANCIL		
ACTIVITY:	DATE:	BY:	DATE:
URBAN BY:	7-10-05	LM	7-10-05
CHANGED BY:	7-10-05	LM	7-10-05

WisdomMiller
 Surveyors - Engineers - Planners - Estimators - Translators - Consultants
 3300 1st Ave. SW, Suite 200, Miami Beach, FL 33133
 Phone: 305.441.1111 Fax: 305.441.1112
 www.wisdommiller.com

TITLE:	SKETCH OF DESCRIPTION		
	A PORTION OF SECTION 33		
	TOWNSHIP 46 SOUTH, RANGE 28 EAST,		
	COLLIER COUNTY, FLORIDA		
PROJECT NO.:	03312-S04-000	SHEET NUMBER:	4
DRAWING NO.:			21-1



LINE	LENGTH	BEARING
L1	220.140'	S80°27'07"E

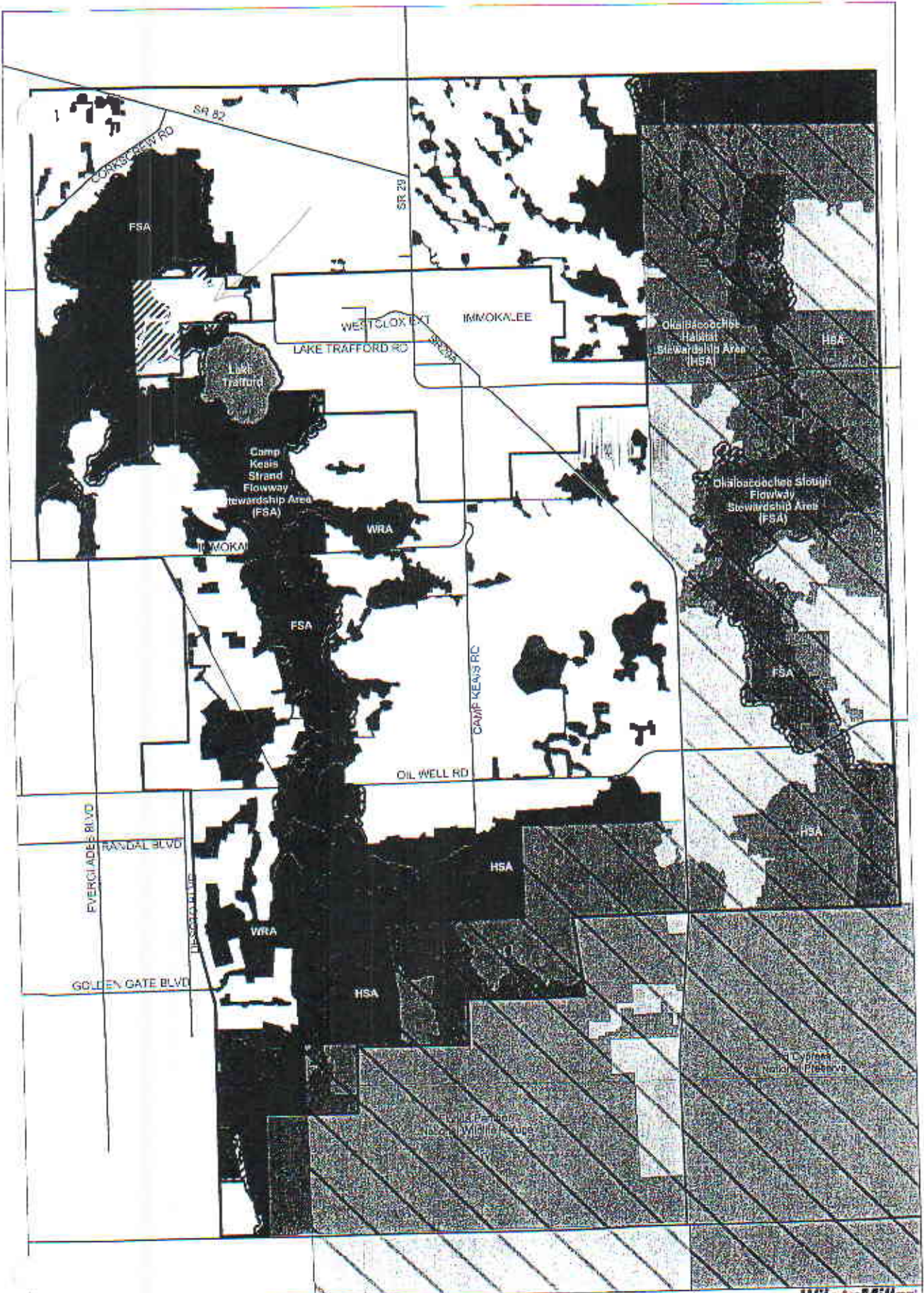
LAND: T. 28N. R. 46E. S. 34
 DATE: 9-08-05
 NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH THE SURVEYOR'S EMBOSSED SEAL.
 CERTIFICATE OF AUTHORIZATION # LB-43

GENERAL NOTES:
 1) REFER TO LEGAL DESCRIPTION FOR COORDINATES TO POINTS SHOWN HEREON.
 2) POINTS SHOWN ARE SEQUENTIAL, INTERMEDIATE POINTS ARE OMITTED FOR CLARITY AND ARE LISTED IN THE LEGAL DESCRIPTION.
 3) BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 89° 00' 45" EAST.
 4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 5) CERTIFICATE OF AUTHORIZATION #1B-43
 6) SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
 7) THIS SKETCH MAY HAVE BEEN REDUCED.
 8) SEE ATTACHED DEED DOCUMENT #155601 FOR LEGAL DESCRIPTION

PROJECT NO.	114547
DATE	08/08/05
CLIENT	PEPPER RANCH
ACTIVITY	BOUNDARY
DATE	7-05
PROJECT NO.	114547
DATE	7-05

Wilson Miller
 Surveyor
 114547
 114547

TITLE	SKETCH OF DESCRIPTION
PROJECT NO.	03312-504-000
TOWNSHIP	46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA
DATE	9-08-05
SCALE	1" = 500'



**SSA 7
EASEMENT AGREEMENT
Exhibit B
Location Map**

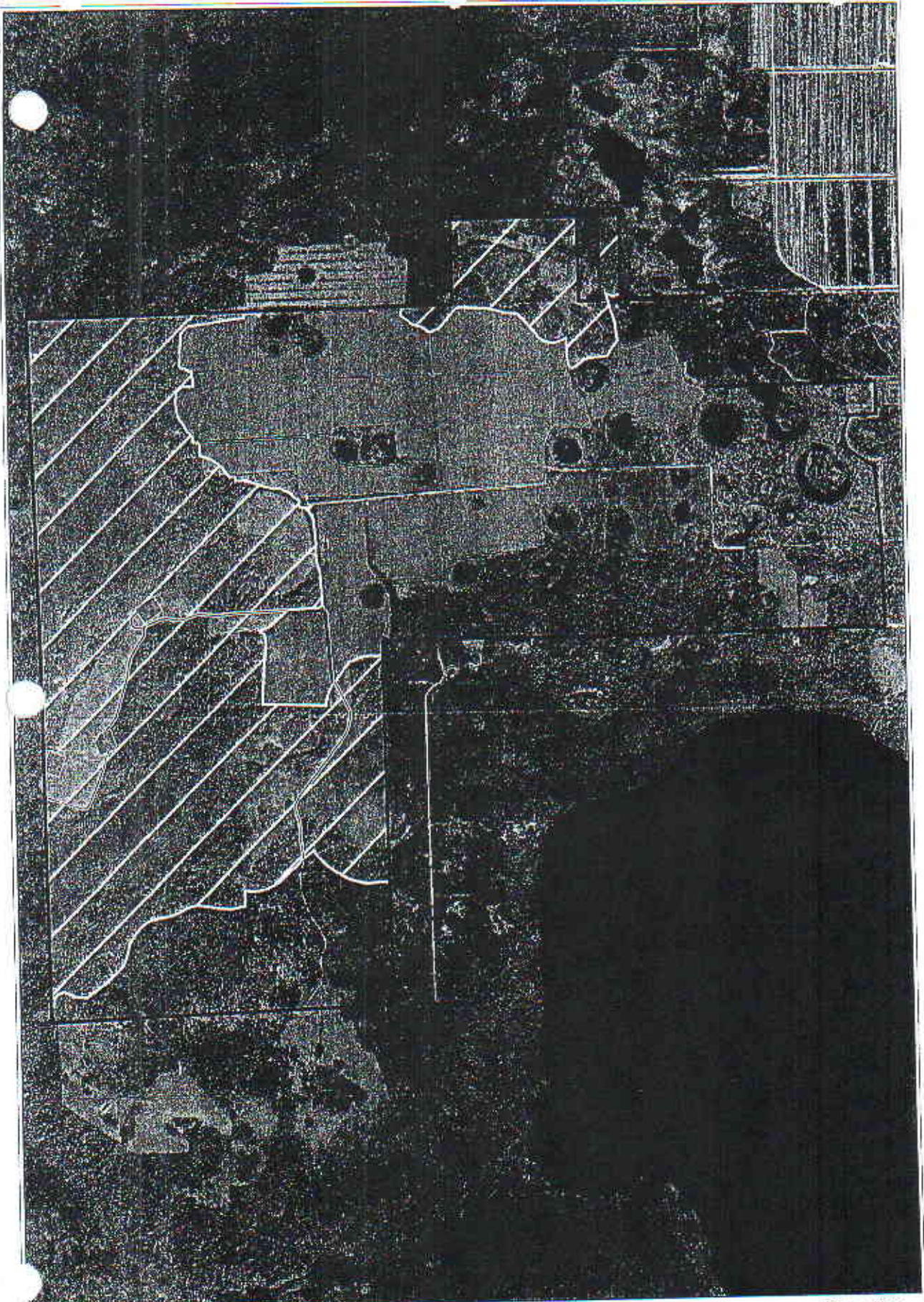


Legend

- Open
- Water Stewardship Area (WSA)
- Flowway Stewardship Area (FSA)
- Habitat Stewardship Area (HSA)
- 500 ft. Wetland Zone
- Lake Trafford River Subdrainage
- SSA 7 Boundary
- 500 ft. Wetland Zone and Property & Parcel Boundary
- Area of Critical State Concern
- 500 ft. Wetland Zone
- Lake Trafford River Subdrainage
- SSA 7 Boundary

WilsonMiller

We warrant that the information contained in this report was prepared by us or on our behalf by a duly licensed professional engineer, geologist, or other professional person. We warrant that the information contained in this report was prepared by us or on our behalf by a duly licensed professional engineer, geologist, or other professional person. We warrant that the information contained in this report was prepared by us or on our behalf by a duly licensed professional engineer, geologist, or other professional person.



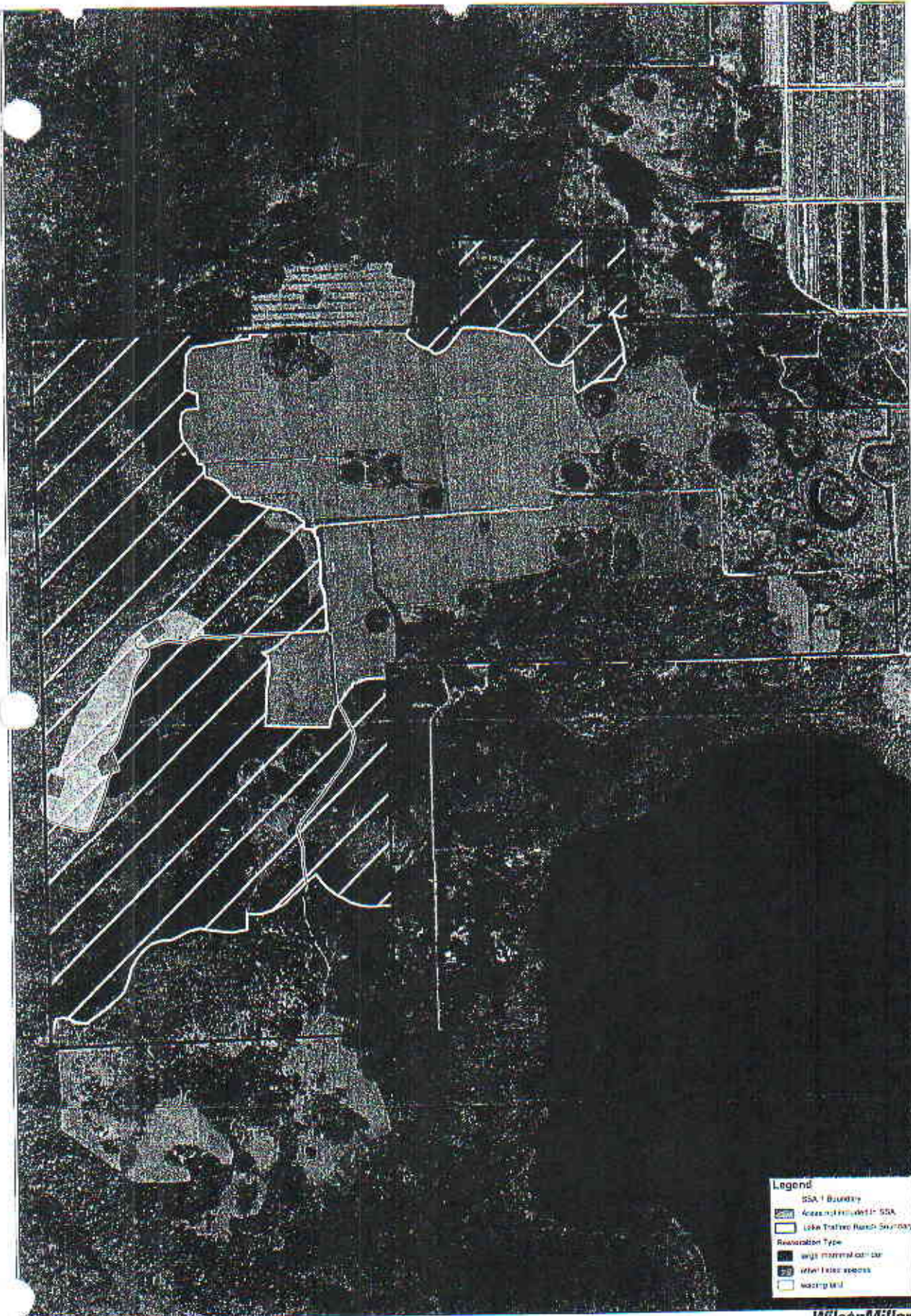
SSA 7
EASEMENT AGREEMENT
 Exhibit C
 Retained Land Uses



- Legend**
-  SSA 7 Boundary
 -  Areas not included in SSA
 -  Land Trust/Ranch Boundary
 -  Agricultural Grass
 -  Other ACP

WilsonMiller
Wilson Miller & Associates, Inc. is a professional corporation providing a wide range of services including land use planning, zoning, and subdivision. The firm is located at 10000 N. 100th St., Suite 100, Omaha, NE 68164. Phone: (402) 426-1000. Fax: (402) 426-1001. Website: www.wilsonmiller.com

OR: 4089 PG: 3886



Legend

- SSA 7 Boundary
- Areas not Included in SSA
- Lake Traction Basin Boundary
- Restoration Type
- High Internal Canals
- Water Table Areas
- Wading Wet

SSA 7
EASEMENT AGREEMENT
 Exhibit D
 Restoration Areas



WilsonMiller

Wilson Miller is a registered professional engineering firm. The work was prepared under the supervision of a licensed professional engineer. The work was prepared for the purpose of providing information to the client. The work is not to be used for any other purpose without the written consent of Wilson Miller. Wilson Miller is not responsible for any errors or omissions in this work. Wilson Miller is not responsible for any consequences arising from the use of this work. Wilson Miller is not responsible for any damages, including consequential damages, arising from the use of this work. Wilson Miller is not responsible for any claims, including claims for damages, arising from the use of this work. Wilson Miller is not responsible for any claims, including claims for damages, arising from the use of this work.

**SSA 7 EASEMENT AGREEMENT
EXHIBIT F
RESTORATION PLAN**

The purpose of this Restoration Plan is to identify the restoration goals, describe the work to be performed, identify the party responsible for performing the work, propose a work schedule, describe success criteria, and describe the level of annual management, maintenance and monitoring in Restoration Areas (Parcels A, B, D, and E) of Lake Trafford Ranch (LTR) SSA 7. Legal sketches and descriptions for these areas are provided in Exhibit "E" of the SSA 7 Credit Agreement and Easement Agreement.

- a. The Wading Bird Restoration Area (Parcel A-2) is approximately 51.4 acres in size and is within a HSA contiguous to the Camp Keais Strand FSA as delineated on the RLSA Overlay Map, an exhibit to the GMP RLSA District Overlay. The restoration improvements will restore an ecologically degraded wetland system, now minimally utilized by wading birds, to a condition that provides enhanced foraging opportunities for wood storks and other listed wading birds. SSA 7 is located within a few miles of the Corkscrew Swamp Sanctuary, and the restoration can assist in supporting wood stork breeding success by providing consistent foraging opportunities over a range of seasonal weather conditions.
- b. The restoration improvements for Parcel A-2 will consist of **contouring the land to support and concentrate wading bird food sources, planting the area with native species in order to restore native marshes and wet prairies, and controlling exotic and nuisance vegetation. Wetland hydroperiod will be documented with water-table well data.** The list of allowed vegetation and standard cross-section of contouring are attached as Attachments "1" and "2", respectively, which also address the spacing and density issues. **The restoration improvements shall be completed within two (2) years of the approval of SSA 7;**
- c. No sooner than two years (2) years after completion of the Parcel A-2 restoration improvements, and/or upon Grantor request, County staff shall verify the restored wetland hydroperiod, confirm that the site has wildlife utilization, that there is 80% coverage by native groundcover species, that exotic species comprise less than 5% coverage and nuisance species less than 10% coverage. Upon said verification and confirmation, success criteria shall be deemed to have been met, and the additional Stewardship Credits from Parcel A-2 shall be available for transfer or utilization by Grantor.
- d. The land management measures for Parcel A-2 shall be the control of exotics and nuisance species, so that there is no more than 5% exotics or

10% nuisance species by area coverage. Other management measures for Parcel A-2 shall be to annually inspect and clean (if necessary) drainage structures, ditches, swales, etc. as necessary to ensure performance of the surface water management as per the Design.

- e. The Large Mammal Corridor Restoration Area (Parcels A-1, D-1, E-1, E-2, and E-3) comprises approximately 331.9 acres, and is within the Camp Keais Strand FSA, contiguous HSAs, and the Restoration Zone overlay. The restoration improvements will restore and manage the lands within these parcels to provide an ecologically productive, interconnected large mammal corridor for Florida panther and Florida black bear along the northeastern margins of Corkscrew Swamp.
- f. The Large Mammal Corridor Restoration Area currently consists of vegetation communities that are heavily impacted by dense stands of Brazilian pepper, and an area of open pasture that will be reforested to widen the corridor. The Brazilian pepper areas typically comprise more than 75% of the forest subcanopy and exist as monocultures in several areas, limiting forage for panther prey base (deer, hogs) and forage for black bear, and reducing the utilization of this potential corridor. These improvements will also benefit other listed species such as the Big Cypress fox squirrel. The ecological improvements to the Large Mammal Corridor Restoration Area shall consist of controlling exotic vegetation to levels less than 5% by area coverage, and less than 10% nuisance species by area coverage. Brazilian pepper within 100 feet of road and/or agricultural field/pasture edges will be killed and removed. Brazilian pepper more than 100 feet from a road and/or field edge will be killed in place. Within Parcel A-1 (depicted in SSA 7 Credit Agreement Exhibit E), the pasture area within the Restoration Zone overlay will be reforested to a combination of slash pine, cabbage palm, and cypress to mimic the presumed pre-settlement vegetation. Native groundcover within the reforested area will be re-established to reflect conditions found in similar forested communities near the site. These restoration improvements shall be completed within two (2) years of the approval of SSA 7.
- g. Within one year after completion of the Large Mammal Corridor restoration improvements, and/or upon Grantor request, County staff shall verify the successful control of exotic species, confirm that 80% of the planted reforestation species have survived, and that native groundcover has been established in reforested areas. Upon said verification and confirmation, success criteria shall be deemed to have been met, and the additional Stewardship Credits from the Large Mammal Corridor Restoration Area shall be available for transfer or utilization by Grantor.

- h. The land management measure for the Large Mammal Corridor Restoration Area shall be the control of exotics and nuisance species, so that there is no more than 5% exotics or 10% nuisance species by area coverage.
- i. The Other Listed Species Restoration Area (Parcel B) is approximately 75.7 acres in size and is totally within a HSA that is contiguous to the Camp Keais Strand FSA. The restoration improvements within this area are designed to restore forested lands that have been degraded by heavy exotic (Brazilian pepper) infestation and lack of fire. These restored lands will provide excellent habitat for deer, hogs, Big Cypress fox squirrel, etc. when restored. An open pasture area within this parcel will also undergo exotic control, and will be managed for caracara and panther prey-base support. A breeding caracara pair and nest tree have been documented in a cleared field just west of this restoration area.
- j. The restoration improvements to the Other Listed Species Restoration Area shall consist of controlling exotic vegetation to levels less than 5% by area coverage, and less than 10% nuisance species by area coverage. Controlled burns will also be performed as described below. Brazilian pepper within 100 feet of road and/or agricultural field/pasture edges will be killed and removed. Brazilian pepper more than 100 feet from a road and/or field edge will be killed in place. The restoration improvements shall be completed within two (2) years of the approval of SSA 7.
- k. Controlled burns will be performed to mimic natural fire regimes, increasing ecosystem productivity and maintaining a healthy forest understory. Controlled burns will be performed by a licensed professional at least once every seven (7) years, and no more frequently than once every five (5) years. The initial burn will occur after Brazilian pepper and nuisance species have been controlled.
- l. The pasture within the Other Listed Species Restoration Area shall be subject to exotic control as noted in paragraph "j". Additionally, the pasture will be maintained in short-stature vegetation (<12" tall) via grazing, mowing, and/or burning to facilitate use by caracara, Florida sandhill cranes, burrowing owls, and other species that thrive in pasture environments.
- m. No later than one (1) year after completion of the Other Listed Species Restoration Area improvements, and/or upon Grantor request, County staff shall verify that exotic and nuisance species have been successfully controlled, the initial prescribed burn has been successfully completed, and that the pasture area is properly maintained. Upon said verification and confirmation, success criteria shall be deemed to have been met, and

the additional Stewardship Credits from the Other Listed Species Restoration Area shall be available for transfer or utilization by Grantor.

- n. The land management measures for the Other Listed Species Restoration Area shall be the control of exotics and nuisance species, so that there is no more than 5% exotics or 10% nuisance species by area coverage; prescribed burns on a 5-7 year rotation; and maintenance of the pasture area in short-stature vegetation.
- o. The estimated annual costs of the land management measures for these Restoration Areas is \$10,000. Grantor shall procure, at its election, either a bond or letter of credit ("Surety") on an annual basis in favor of the Grantees in an amount equal to 120% of the annual costs of the land management measures. This obligation shall start 30 days after Grantor has received notice from the County that the additional Stewardship Credits from restoration improvements for all restoration areas are available and the obligation shall end 10 years after the start date, or at such date as a governmental entity or established conservation organization undertakes the land management measures.
- p. In the event Grantor fails to maintain any of the Restoration Areas according to the land management measures set forth herein, County shall have the right to draw upon the Surety only after 60 days written notice to Grantor with a right to cure. The County shall only be permitted to use the drawn Surety funds for the maintenance of the Restoration Areas in accordance with the land management measures set forth herein.
- q. Any failure to fulfill obligations or commitments under this Restoration Program shall be a breach of the Stewardship Easement Agreement.
- r. In the event the Grantor does not provide adequate financial assurance of performance on an annual basis, the County may pursue its rights against the Grantor under the Stewardship Easement for breach thereof.
- s. In the event that the Grantor fails to maintain the Restoration Areas pursuant to the land management measures set forth herein, the Grantees, or either of them, may after written notice to the Grantor perform such land management measures and then lien the Restoration Areas for the cost of their maintaining the Restoration Areas pursuant to the land management measures set forth herein, and if necessary then foreclose on such lien which may attach to the Restoration Areas.

EXHIBIT F, ATTACHMENT 1

PLANTING LIST FOR SSA 7 WADING BIRD RESTORATION AREAS

The wading bird restoration areas within SSA 7 will be graded to provide a variety of foraging opportunities for wading birds under varying hydrologic conditions. Conceptually, two zones will be created. Zone 1 will re-create wet prairie to shallow marsh environments, with water levels ranging from 0-1 foot under typical weather conditions. Zone 2 will consist of deeper water areas (typically 1-3 feet deep), constructed as interconnected pools to concentrate forage during the dry season. A schematic cross-section of these zones is provided as Attachment 2.

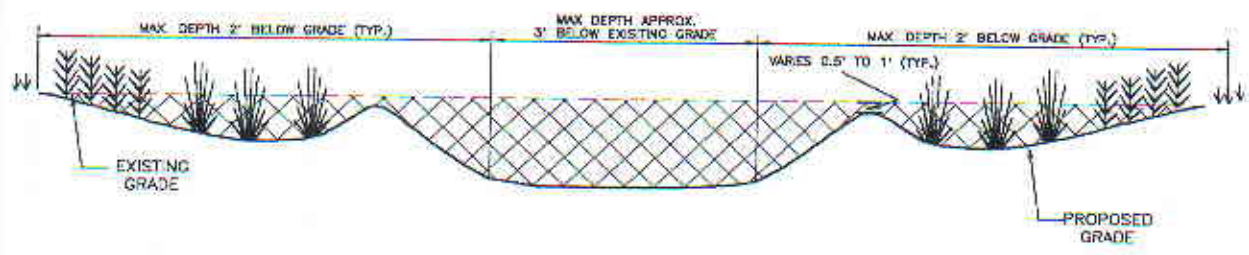
A list of native plant species suitable for the wading bird restoration areas is provided below. The species actually planted for restoration will depend upon the documented hydroperiod of each area and the availability of plant stock. The list below is not intended to be all-inclusive, and the applicant will determine actual plantings based upon consultation with Collier County Natural resources and/or Environmental Service staff.

Planting List – Zone 1 (water depths typically 0-1 foot)

Water hyssop (Bacopa monnieri)
 Ludwigia (Ludwigia repens)
 Maidencone (Panicum hemitomon)
 Soft Rush (Juncus effusus)
 Golden Canna (Canna flaccida)
 Sand Cordgrass (Spartina bakerrii)
 Swamp Lily (Crinum americanum)
 Smartweed (Polygonum spp.)
 Lizard's Tail (Saururus cernuus)
 Spider Lily (Hymenocallis palmeri)
 Gulf Muhly (Muhlenbergia capillaris)
 Beakrush (Rhynchospora spp.)
 St. John's-wort (Hypericum spp.)

Planting List – Zone 2 (water depths typically 1-3 feet)

Giant Bulrush (Scirpus californicus)
 Pickers'weed (Pontederia cordata)
 Common Arrowhead (Sagittaria lancifolia)
 Sawgrass (Cladium jamaicense)



TYPICAL DRAW DOWN PONDS FOR WADING BIRD FORAGING

SCHMATIC SECTION

N 1/5

 EXCAVATION TO CREATE WADING BIRD FORAGING POOL.

SSA7 WADING BIRD RESTORATION AREA PLANTING LIST*

ZONE 1 SPECIES: From natural grade to 1.0' below natural grade.

ZONE 2 SPECIES: 1.0' to 3.0' below natural grade.

- Water hyssop (*Bacopa monnieri*)
- Ludwigia (*Ludwigia repens*)
- Moldenke (*Panicum hemitomon*)
- Soft Rush (*Juncus effusus*)
- Golden Canna (*Canna flaccida*)
- Sand Cordgrass (*Spartina bakerii*)
- Swamp Lily (*Crinum americanum*)
- Smartweed (*Polygonum* spp.)
- Lizard's Tail (*Saururus cernuus*)
- Spider Lily (*Hybanum porteri*)
- Gulf Muhly (*Muhlenbergia capillaris*)
- Beakrush (*Rhynchospora* spp.)
- St. John's-wort (*Hypericum* spp.)

- Giant Bulrush (*Scirpus californicus*)
- Pickersweed (*Peltandra cordata*)
- Common Arrowhead (*Sagittaria latifolia*)
- Sawgrass (*Cladium jamaicense*)

* Planted species may deviate from those listed depending upon site conditions and availability of stock.

Wetland Plantings in Wading Bird Restoration Areas

The wading bird restoration areas totaling 51.4 acres will be planted using species chosen from the list provided above. Herbaceous species will be planted in clumps on staggered 3-foot centers. All herbaceous material will be minimum 1 gallon pot stock or bare-root stock. The wading bird foraging areas shall be planted with at least five different species, and no single species shall amount for more than 50% of the total coverage.

FOR SSA APPLICATION ONLY – NOT FOR CONSTRUCTION

PROJECT: SSA 7

APPLICANT: LAKE TRAFFORD RANCH, LLLP

Exhibit F Attachment 2

WilsonMiller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

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