

This Instrument Prepared by:

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Naples, Florida 34102

**STEWARDSHIP EASEMENT AGREEMENT  
(Alico SSA 11)**

**THIS STEWARDSHIP EASEMENT** is granted this \_\_\_\_ day of \_\_\_\_\_, 2008, by Alico, Inc., a Florida corporation, whose address is P.O. Box 338, LaBelle, FL 33975, hereinafter called "Grantor", to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Services, hereinafter collectively called the "Grantees".

**RECITALS**

- A. Grantor is the owner of approximately three thousand six hundred ninety-nine and zero tenths (3,699.0) 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 "Alico SSA 11").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") of even date herewith, which designated the Property "Alico Stewardship Sending Area 11" ("Alico SSA 11"). This three thousand six hundred ninety-nine and zero tenths (3,699.0) 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 require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for Alico SSA 11 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 thirteen thousand eight hundred fifty-five and two tenths (13,855.2) Stewardship Credits, of which five thousand three hundred fifty and four tenths (5,350.4) Stewardship Credits are authorized as Restoration Stewardship Credits and are not available for transfer until success criteria are met as set forth in the SSA Agreement.

When available for transfer, the total thirteen thousand eight hundred fifty-five and two tenths (13,855.2) Stewardship Credits will allow Grantor to entitle one thousand seven hundred thirty one and nine tenths (1,731.9) 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 and Exhibit "D" describes the thirty five and one tenth (35.1) acres within Alico SSA 11 where three (3) Land Use Layers are hereby 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 in 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.
3. Exhibit "C" also depicts and Exhibit "D" also describes the three thousand six hundred sixty-three and nine tenths (3,663.9) acres within Alico SSA 11 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.
4. 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 Alico SSA 11 only for the land uses set forth in this paragraph:
- a. Conservation, Restoration, and Natural Resources Uses (Land Use Layer 8) 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 Alico SSA 11 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 after the designation of such lands as a SSA.
  - c. Those lands in Alico SSA 11 depicted on Exhibit "C" as having the first three (3) Land Use Layers eliminated, may also be used for Recreational Uses (Land Use Layer 4); Agriculture - Group 1 (Land Use Layer 5); Agriculture - Support Uses (Land Use Layer 6); and Agriculture - Group 2 (Land Use Layer 7). Those land uses are permitted to continue, and may convert from one type of Agriculture to another.
  - d. Grantor retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
  - e. 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.

5. 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.
6. The following land management measures shall be undertaken as to Alico SSA 11 and the Grantor, its successors and assigns, of the fee title to the Property shall be the party responsible for such measures:
  - a. On those lands within Alico SSA 11 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 brush clearing, mechanical brush control ("Chopping"), prescribed burning, other exotic and nuisance species control, fence construction and maintenance, silvicultural management, and berm, ditch and ranch road maintenance.
  - b. On those lands within Alico SSA 11 on which Land Use layer 1 – 3 are eliminated, the measures above may be utilized. In addition, disking; irrigation, ditch, dike and pumping construction and maintenance; mowing and other exotic and nuisance species control measures, farm road construction and maintenance; storage of farming equipment; and other practices consistent with the land management measures specified herein may be utilized. Further, land management measures consistent with the operation and use of the lands as a public outdoor all-terrain-vehicle recreational facility may be utilized, including but not limited to construction and maintenance of buildings, structures, improvements, and guardhouses, posting of signs, construction and maintenance of parking areas and entranceway(s), erection and maintenance of fencing and siltation devices, and construction, operation and re-grading of riding trails.
  - c. 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 restoration which are to be restored by Grantor are referred to as Restoration Area A and are depicted on Exhibit "E" and described in Exhibit "F". The additional land management measures which are required after restoration improvements are set forth in the Restoration Program described in Exhibit "G" hereof.

7. The required restoration improvements, success criteria, land management measures and other commitments of Grantor in respect to Restoration Area A are contained in the Restoration Program.
8. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
9. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
10. 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, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
11. 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 their 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 same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**GRANTEES' ACCEPTANCE OF STEWARDSHIP EASEMENT**

WITNESS:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER AFFAIRS

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ as  
\_\_\_\_\_ of the Florida Department of Agriculture and Consumer Affairs, on  
behalf of the Department, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Name \_\_\_\_\_

Certificate No. \_\_\_\_\_

My Commission Expires \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_

Tom Henning, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff E. Wright  
Assistant County Attorney

WITNESS:

Kellie Martin

(Signature)

Kellie Martin

(Print full name)

Maria A. Spargo

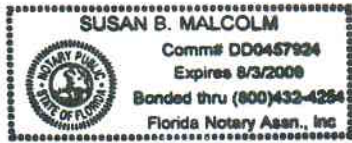
(Signature)

Maria A Spargo

(Print full name)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 2<sup>nd</sup> day of April, 2008, by John R. Alexander, as Chairman and CEO of Alico, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification.



S. B. Malcolm

Notary Public

Name: Susan B Malcolm

Certificate No. DD0457924

My Commission expires: 8/3/2009



## **LIST OF EXHIBITS**

### **Alico Stewardship Sending Area 11 Stewardship Easement Agreement**

- Exhibit "A" SSA 11 Land Legal Description
- Exhibit "B" Alico SSA 11 (3699.0 acre parcel) depicted on Map of SSA Land
- Exhibit "C" Retained Land Uses
- Exhibit "D" Legal Description of SSA 11 Retained Land Uses
- Exhibit "E" SSA 11 Restoration Area A
- Exhibit "F" Legal Description of SSA 11 Restoration Area A
- Exhibit "G" SSA 11 Restoration Plan