



In 2008, the Florida Panther Protection Program partners convened a scientific review team to evaluate the strategy outlined in the Memorandum of Understanding.

The Panther Review Team (PRT), composed of six scientists with expertise in Florida panther ecology and landscape-level natural resource planning, was asked the simple question: does the Florida Panther Protection Program as a whole provide additional conservation benefit to the Florida panther when compared to current programs? The PRT unequivocally and unanimously responded in the affirmative.

The PRT was also invited to offer comments and suggestions on the program. These will be carefully considered by the partners for feasibility and in relation to other issues not addressed by the PRT including private property rights and economic viability.

The final report may be utilized by U.S. Fish and Wildlife Service in the development of a Florida Panther Habitat Conservation Plan which includes a thorough scientific analysis and transparent public process.

For complete and current information on the Florida Panther Protection Program, go to www.floridapantherprotection.com.

The final report is presented in four parts. This is Part 4 of 4.

Part 1 of 4 - Cover through Section 3.5

Part 2 of 4 - Section 4.0 through Section 11.0

Part 3 of 4 - Figures

Part 4 of 4 - Appendix A

APPENDIX A

**MEMORANDUM OF UNDERSTANDING
DATED JUNE 2, 2008**

Note of Explanation on the Florida Panther Protection Program Memorandum of Understanding

- 1.** Representatives of eight landowners and four conservation organizations (Parties) signed a Memorandum of Understanding (MOU) on June 2, 2008 thereby agreeing to work together to enhance the future of the Florida panther. The proposed program was announced at a press event on June 23, presented to the Collier County Rural Lands Stewardship Area (RLSA) 5-Year Review Committee on July 1 and is available for public review and comment.
- 2.** The overarching goal of the MOU is to promote conservation, management and recovery of the Florida panther. It aims to protect panther habitat while preserving agricultural lands and identifying appropriate areas for development in eastern Collier County.
- 3.** Participating conservation organizations: Audubon of Florida, Collier County Audubon Society, Defenders of Wildlife, and Florida Wildlife Federation – all have panther protection and recovery as major programs.
- 4.** Participating landowners: Alico Land Development Corporation, Barron Collier Partnership, Collier Enterprises, Consolidated Citrus LP, English Brothers, Half Circle L Ranch Partnership, Pacific Tomato Growers Ltd., and Sunniland Family Limited Partnership – all own lands that are important to panthers.
- 5.** Through an incentive-based land use program, the Florida Panther Protection Program would secure a contiguous range of panther habitat connecting the Florida Panther National Wildlife Refuge and Big Cypress National Preserve through Camp Keais Strand and the Okaloocoochee Slough with Corkscrew Marsh and adjacent lands in the region.
- 6.** The MOU is a living document. The Parties continue to work collaboratively to hash out the details in several areas of the MOU, such as 3.5 Funding, 3.9.2 Additional Mitigation, 4.5 Core Transportation Network and 4.6 Temporary Easements.
- 7.** The conceptual Florida Panther Protection Program will be reviewed by a Scientific Technical Review Committee who will evaluate whether it will benefit protection, management and recovery of the Florida panther, and offer their recommendations. The Parties are working to finalize terms of reference for this Committee.
- 8.** At end of the Scientific Technical Review, if consensus is reached to move forward, rural landowners and conservation organizations will enter into a binding agreement.
- 9.** Landowners will undergo a federal consultation process with the U.S. Fish and Wildlife Service to develop a Conservation Agreement or its equivalent.
- 10.** The Collier County RLSA 5-Year Review Committee, Environmental Advisory Council, Planning Commission and Board of County Commissioners will review and consider adoption of portions of the Florida Panther Protection Program into the RLSA Growth Management Plan and Land Development Code.
- 11.** Members of the public have opportunities to review and comment, such as through all entities and procedures listed above.

MEMORANDUM OF UNDERSTANDING

Alico Land Development Corporation, Pacific Tomato Growers, Ltd., Collier Enterprises, Sunniland Family Limited Partnership, Half Circle L Ranch Partnership, English Brothers, Barron Collier Partnership, and Consolidated Citrus, LP (collectively, "Rural Landowners"), and Audubon of Florida, Collier County Audubon Society, Inc., Defenders of Wildlife, and Florida Wildlife Federation, Inc. (collectively, the "Conservation Organizations") hereby enter into this Memorandum of Understanding (the "MOU") as of June 2, 2008 (the "Effective Date") as set forth below.

RECITALS

WHEREAS, the Rural Landowners are the owners of the majority of the approximately 195,000 acres in Collier County lying within the Collier County Rural Lands Stewardship Area Overlay (the "Collier RLSA");

WHEREAS, the Conservation Organizations have long shared a priority interest in protecting and recovering the Florida Panther;

WHEREAS, the Florida Fish and Wildlife Conservation Commission ("FWC") is a constitutionally created agency with executive and regulatory authority over wildlife, including the Florida panther, in Florida;

WHEREAS, the United States Department of Interior, Fish and Wildlife Service ("FWS"), is responsible for implementing the Endangered Species Act, 16 U.S.C. Sections 1531 - 1544, et seq., and the regulations promulgated thereunder ("ESA");

WHEREAS, the Rural Landowners and the Conservation Organizations (collectively, the "Parties") wish to establish a foundation for mutual cooperation in working diligently to find ways and means to better manage and protect the Florida Panther through enhanced habitat management to facilitate Panther recovery, protect natural resources and the environment, and otherwise achieve the goals, objectives and purposes more particularly described in this MOU which they collectively agree constitute Smart Growth principles;

WHEREAS, the Parties acknowledge that they do not individually or collectively have the authority to amend the Collier County RLSA nor do they have the authority to effect policies, agreements, or regulations concerning how management of the Florida Panther will be implemented. The authority to amend the Collier County RLSA as hereafter defined and Florida Panther management measures lay solely within the local governments and various State and Federal agencies. The Parties agree that this MOU is intended to formalize the Parties' collective intent regarding long-term protection, management and recovery of the Florida panther and further agree to collaboratively work to advocate with the appropriate government bodies and agencies to achieve the goals and objectives set forth in this MOU and any future documents created in furtherance of the MOU;

WHEREAS, this MOU reflects the Parties mutual objectives that have been achieved through the collaborative engagement of the Parties and describes a framework for the Parties to continue to work cooperatively in good faith in a manner consistent with this MOU to achieve its

overarching goal of protecting, managing, and facilitating recovery of, the Florida Panther through regional land use planning and economically sustainable growth management;

WHEREAS, the Rural Landowners and the Conservation Organizations desire to establish a regional Florida Panther Protection Program for the rural lands in northeast Collier County and to advocate for a similar program in surrounding counties as the mechanism to create a contiguous range of panther habitat connecting to the Florida Panther National Wildlife Refuge and the Big Cypress National Preserve (the "Enhanced Protection Area") which the Parties acknowledge constitutes the same area as the Collier RLSA;

WHEREAS, the Parties acknowledge that this MOU and adoption of principles similar to those espoused in this MOU within surrounding counties would benefit the Panther Protection Program by facilitating recovery of the Florida Panther and they therefore agree to collaboratively advocate that land owners within such counties and the Conservation Organizations begin working diligently, in good faith, for the development of a MOU in surrounding counties;

WHEREAS, the Parties have and will continue to coordinate with the FWC and the FWS in completing a technical review of the Panther Protection Program described in this MOU as the means in which to manage and protect the Florida panther within the Enhanced Protection Area consistent with the goals, objectives and purposes described in this MOU;

WHEREAS, the Parties agree that a regional Florida Panther Protection Program in the Enhanced Protection Area should include the establishment of a fund to carry out various aspects of the Program, panther habitat restoration, including corridor restoration, buffering against panther-human interaction, locating and construction of panther crossings, and acquisition of habitat demonstrated to be important to panther protection and management within the Enhanced Protection Area based upon a scientific technical review and analysis of available data;

WHEREAS, the Parties intend to avoid, minimize and mitigate impacts to areas within the panther primary zone as that term is used in *How much is enough? Landscape-scale conservation of the Florida panther*, Kautz, et al. (2006) (the "Kautz Report"), demonstrated to provide important functions for panther protection and management in the Enhanced Protection Area and important to the Southern Panther Focus Area as described in the Kautz Report (the "Southern Panther Focus Area") carrying capacity, and, to the extent impacts occur, to provide avoidance, minimization, mitigation or conservation measures as described herein, and, as warranted by a scientific technical review described below, appropriate restoration of Panther habitat;

WHEREAS, the Parties agree that a collaborative effort between the Rural Landowners and the Conservation Organizations and the establishment of a dedicated funding source would be beneficial to implement this initiative to manage the Florida panther within the Enhanced Protection Area and those portions of the Panther Focus Area located south of the Caloosahatchee River as depicted on Fig. 5 of the Kautz Report, a copy of which Fig. 5 is attached as Exhibit "A" and incorporated herein by reference ("Southern Panther Focus Area"), that existing public and private financial support may be insufficient to timely achieve this objective, and that the initiative contemplated herein to protect, manage and facilitate recovery of

the Florida panther cannot be achieved without a collaborative effort between and among the Parties hereto, including the FWS and FWC and a dedicated funding source;

WHEREAS, the Parties agree to work cooperatively to create through the implementation of the Panther Protection Program a dedicated funding source to achieve the panther protection and management objectives under this MOU by establishing the Florida Panther Protection Fund more particularly described herein;

WHEREAS, the Parties agree that economic sustainability of the Rural Landowners is essential to establishing and maintaining a viable voluntary incentive based program to protect and manage panthers within the Enhanced Protection Area as contemplated herein including the establishment and implementation of the regional Florida Panther Protection Program;

WHEREAS, the Rural Landowners and several members of the Conservation Organizations have been actively engaged in the creation and implementation of the Collier RLSA;

WHEREAS, the Collier RLSA has effectively used a voluntary incentive based land use overlay to achieve its goal to protect agricultural activities, to prevent the premature conversion of agricultural land to non-agricultural uses, to direct incompatible uses away from wetlands and upland habitat, to enable the conversion of rural land to other uses in appropriate locations, to discourage urban sprawl, and to encourage development that utilizes creative land use planning techniques (the "RLSA Goals");

WHEREAS, the Parties recognize that extending the regional Florida Panther Protection Program contemplated herein to lands north of the Caloosahatchee River will benefit the recovery of the Florida panther and they will therefore use best efforts to extend the Program beyond the area contemplated by this MOU;

WHEREAS, the Parties acknowledge that the agricultural, rural, natural resource and commodity values of rural lands are vital to the local economy, productivity, rural heritage and quality of life and they are accordingly committed to the promotion of rural economic activity, maintenance of the viability of agriculture in their communities, protection of the character of rural areas, and enhancement of the ability of rural landowners to obtain economic value from their land (collectively, the "Ag Preservation Goals");

WHEREAS, the Parties acknowledge and agree that the FWS should use the best scientific and commercial data available to periodically review and modify as appropriate the methodology to calculate Panther Habitat Units ("PHUs"), and to assess the minimization and conservation measures, or mitigation of panther habitat functions impacted within the Southern Panther Focus Area;

WHEREAS, the Parties acknowledge and agree that Stewardship Sending Areas ("SSAs"), or their equivalent, created under the Collier RLSA (the "RLSA Program") may also be used as minimization, conservation measures, or mitigation for impacts to panthers or their habitat through the generation and use of Panther Habitat Units or a functional equivalent (PHUs), that such PHUs are available for use whether the SSA was created prior or subsequent to the Effective Date, and that owners of SSA lands should be compensated for voluntarily

imposing such restrictions under the RLSA Programs through the granting of RLSA stewardship credits and for restrictions imposed under the ESA to benefit panthers and their habitat through the creation, retention for individual use, or sale of PHUs for use by other entities in mitigating their impacts to the panther and its habitat;

WHEREAS, the Parties intend to work cooperatively to create permanent easements in the favor of the FWS or FWC on SSAs in the Enhanced Protection Area from which PHUs have been or will be generated and utilized to provide greater protection and management of the panther than would otherwise be available under the current regulatory system;

WHEREAS, the RLSA is a land use program which the Parties agree would be well complemented by the Florida panther protection program they intend to hereby initiate;

WHEREAS, the Parties agree that substantial public benefits have been provided from the voluntary stewardship and protection of important agricultural and natural resources which have occurred through the designation of Flow Way Stewardship Areas ("FSA"), Habitat Stewardship Areas ("HSA"), and Water Retention Areas ("WRA") and establishment of SSAs under the Collier RLSA;

WHEREAS, the Conservation Organizations agree to work with and encourage the Rural Landowners and others to protect important agricultural and natural resources through the designation of pending and future SSAs in Collier County;

WHEREAS, the Parties agree that the restoration of Camp Keais Strand as depicted on the current RLSA Overlay will play an important role in the management and protection of panthers by re-establishing a north/south corridor, that the Strand could be preserved by establishing SSAs over the existing FSAs, HSAs and WRAs in the Strand, and that they will encourage the designation of SSAs in that area;

WHEREAS, the Rural Landowners and Conservation Organizations agree to participate in a scientific technical review of the part of the Enhanced Protection Area within Collier County to determine those lands which provide important habitat functions necessary for the long-term protection and management of panthers (the "Scientific Technical Review"). The Scientific Technical Review will be conducted by a committee comprised of Dave Shindle – The Conservancy of Southwest Florida, Randy Kautz and Tom Logan – Breedlove, Dennis and Associates, Chris Beldon – U.S. Fish and Wildlife, Darrell Land – Florida Fish and Wildlife Conservation Commission, and Dan Smith – UCF (collectively, the "Scientific Technical Review Committee"). The Scientific Technical Review Committee will conduct a technical review of the Panther Protection Program described in this MOU to evaluate whether the Panther Protection Program contributes to the overall protection, management and recovery of the Florida Panther. The Scientific Technical Review Committee will exercise good faith judgments independent of any group, organization or employer with whom they are affiliated in evaluating the Panther Protection Program. The Scientific Technical Review Committee will work diligently to complete the Scientific Technical Review within three months after the Effective Date hereof, but may request additional time to complete if deemed necessary by the Scientific Technical Review Committee. The Parties hereto will work cooperatively and collaboratively to facilitate and support the work of the Scientific Technical Review Committee. The Parties agree that the regional Panther Protection Program contemplated herein would be a vehicle to develop

and implement the mechanisms to preserve, manage and restore such areas through an incentive based land use program such as the Collier RLSA;

WHEREAS, upon completion of the Scientific Technical Review the Parties will work in good faith to find consensus in determining how to proceed with the Panther Protection Program and otherwise secure the hereafter described FWS Agreement;

WHEREAS, the Rural Landowners of certain lands designated as “Open” under the Collier RLSA Overlay limited to the areas depicted on the attached Exhibit “D”, abutting Golden Gate Estates at the eastern terminus of Golden Gate Boulevard will not seek residential or commercial development rights under the Collier County RLSA program for such lands during the Scientific Technical Review, and will discuss and consider provisions for extending such period as a component of the binding agreement among the Parties anticipated to occur following the Scientific Technical Review as described in Section 3.3.6. This provision shall in no manner restrict any existing or future agricultural operations on such lands;

WHEREAS, a Least Cost Pathway has been identified in the document entitled *Use of Least Cost Pathways to Identify Key Highway Segments for Florida Panther Conservation*, (Swanson, Land, Kautz, Kawula) extending north from SR858 and crossing SR29, generally depicted on the attached Exhibit “B” (“South Corridor”) which is incorporated herein by reference;

WHEREAS, if found to be warranted under the Scientific Technical Review, the Rural Landowners will be incentivized to create a contiguous protected corridor for Panther movement north and east from Corkscrew Marsh to the Okaloacoochee Slough over lands described as "North Corridor" as generally depicted on the attached Exhibit "B" which is incorporated herein by reference;

WHEREAS, the Florida Panther Protection Program contemplated in this MOU is dependent upon the results of the scientific review and finalization of a binding agreement among the Parties to be completed within six months of receipt of the Scientific Technical Review at which time the MOU will expire, which provides for: (1) the execution of a Conservation Agreement or the functional equivalent between the Rural Landowners, the FWS and FWC for the Collier RLSA which will implement the Program as a mechanism to develop no more than 45,000 acres of Stewardship Receiving Areas (“SRA”) under the standards established in the Collier RLSA Overlay (the “Maximum Amount of Development in the Collier RLSA”); (2) the issuance of a biological opinion, including any necessary incidental take statement, or such other authorization provided for under the ESA; (3) satisfactory assurances for the Rural Landowners that no further land use restrictions, extractions, minimization, conservation measures, reasonable prudent measures or compensation will thereafter be required for the Maximum Amount of Development in the Collier RLSA, including those due to unforeseen circumstances with respect to the Panther consistent with the subsequently defined FWS Agreement; and (4) FWS and FWC agreement that PHU’s generated from SSA Lands in the Collier RLSA may be used, sold or transferred to third parties as necessary minimization, conservation measures, reasonable prudent measures or mitigation for panther habitat and panther impacts associated with projects located within the Southern Panther Focus Area (collectively, 1 – 4 above are hereafter referred to as the "FWS Agreement");

WHEREAS, the Parties understand that the Rural Landowners intend to seek an appropriate agreement with the FWS to ensure that the Florida Panther Protection Program contemplated hereby complies with the Endangered Species Act and to obtain assurances permissible under that Act that development in compliance with the Florida Panther Protection Program will not violate the Act;

WHEREAS, Collier County has initiated a comprehensive review of the Collier RLSA and the Parties believe that certain proposed amendments to the Rural Lands Stewardship Area Overlay of the Collier County Growth Management Plan more particularly described herein (the "Plan Amendments") will facilitate the implementation and enhance the effectiveness of the Florida Panther Protection Program proposed herein and will support the Plan Amendments throughout the comprehensive review process;

WHEREAS, this MOU is intended to provide the framework for an ongoing collaborative community based effort to protect, manage and facilitate recovery of the panther and otherwise achieve the purposes described herein by engaging the public, area property owners, and community and government organizations in ways and means to implement the purposes prescribed herein;

WHEREAS, the Parties understand that the terms of this MOU apply only to the Florida Panther and that standard federal reviews will be undertaken for other listed species included within the geographic area contemplated by the agreement with FWS while allowing mitigation to proceed in accordance with FWS requirements; and

WHEREAS, the Conservation Organizations have proposed that in honor of Paul Marinelli for his vision in bringing the Parties together that the Florida Panther Protection Fund be named the "Paul J. Marinelli Florida Panther Protection Fund".

NOW, THEREFORE, based on the mutual understandings set forth herein the Parties hereby acknowledge as follows:

1. Recitals Incorporated. The above recitals are true and correct and are incorporated herein.

2. Intended Effect of MOU. This MOU is not intended and shall not be construed to constitute a legally binding agreement between and among the Parties hereto. It is solely intended to reflect mutual understandings achieved through the collaborative engagement of all of the Parties and to establish a foundation for mutual cooperation in working diligently to find ways and means to protect the Florida Panther and otherwise achieve the goals, objectives, and purposes more particularly described in this MOU. The Parties acknowledge that they do not individually or collectively have the authority to amend the Collier County RLSA nor do they have the authority to effect policies, agreements, or regulations concerning how protection and management of the Florida Panther will be implemented. The authority to amend the Collier County RLSA and Florida Panther protection and management measures lay solely within the local governments and various State and Federal agencies. The Parties agree that this MOU is intended to formalize the Parties' collective intent regarding the protection and management of the Florida panther and further agree to collaboratively work to advocate with the appropriate

government bodies and agencies to achieve the goals and objectives set forth in this MOU and any future documents created in furtherance of the MOU.

3. Florida Panther Protection Program.

3.1 Purpose. The purpose of the Florida Panther Protection Program contemplated hereby is to facilitate the management and protection of panthers within the Enhanced Protection Area by providing a contiguous range of preserved panther habitat in the Enhanced Protection Area to assist recovery through the use of buffering against panther-human interaction, locating and construction of panther crossings, and the protection, enhancement, restoration, including corridor enhancement or restoration, or acquisition of panther habitat demonstrated to be important to panther protection and management within the Enhanced Protection Area based upon a technical review and analysis of available data through:

3.1.1 Modification of the RLSA Program in Collier County;

3.1.2 Establishment of the Florida Panther Protection Fund and the use of the Panther Protection Program by the FWS throughout the Southern Panther Focus Area; and

3.1.3 Development of the scientific basis and design of the Panther Protection Program components, including the regional landscape management plan within the Enhanced Protection Area for the Florida panther as more particularly described herein.

3.2 Creation. The Florida Panther Protection Program to be advocated under this MOU is intended to build consensus, establish a framework of cooperation, and create a vision to manage the Florida Panther in the Enhanced Protection Area through voluntary stewardship or incentive based land use programs in Collier County. The Program along with the FWS Agreement is intended to encourage the owners of Stewardship Sending Areas ("SSA Lands") to generate stewardship credits and PHUs from such SSAs, utilize the PHUs as necessary minimization, conservation measures, reasonable prudent measures or mitigation for panther habitat and panther impacts associated with real estate development projects located within the Panther Focus Area, and contribute a per PHU amount to the Florida Panther Protection Fund for each PHU used within the Panther Focus Area as a means to enhance and facilitate the management of panthers and panther habitat within the Enhanced Protection Area. The contribution referenced above would be made when the PHUs are used to satisfy the obligations associated with the project's biological opinion, or as otherwise required by the FWS Agreement.

3.3 Acknowledgement. The Parties agree that:

3.3.1 SSA Lands can be used to generate stewardship credits under the RLSA Programs and as minimization, conservation measures, reasonable prudent measures or mitigation as may be required or provided for in a FWS biological

opinion, or such other authorization under the ESA to address impacts to panthers or panther habitat under the ESA;

3.3.2 Stewardship credits and PHUs are both generated from SSA Lands whether such lands were designated as SSAs prior or subsequent to the Effective Date of this MOU. For SSAs created after the Effective Date of this MOU, PHUs will be established and banked concurrently with designation of an SSA. The criteria for the utilization and the net benefit of the PHUs will be determined by FWS. Federal easements will be dedicated when PHUs are used;

3.3.3 Compensation to property owners under the RLSA Programs for establishing SSAs on their land occurs through the generation and use, transfer or sale of stewardship credits and PHUs;

3.3.4 PHUs generated from SSAs within the RLSA Programs may be used, transferred or sold for any project located within the Southern Panther Focus Area;

3.3.5 The Scientific Technical Review Committee will review the Florida Panther Protection Program proposed by the Parties in its entirety including the Florida Panther Protection Fund and offer their opinion on the benefits of the entire program to the Florida Panther. Any comments, concerns or recommendations from the Scientific Technical Review Committee will be given to the Parties for discussion and resolution. The Scientific Technical Review Committee, in collaboration with the FWS and FWC and with the active engagement of the Rural Landowners and Conservation Organizations working diligently and collaboratively to support and facilitate the work of the Scientific Technical Review, will conduct a technical review of the Panther Protection Program described in this MOU to evaluate whether the Panther Protection Program contributes to the overall protection, management and recovery of the Florida Panther. The Scientific Technical Review Committee will exercise good faith judgments independent of any group, organization or employer with whom they are affiliated in evaluating the Panther Protection Program. The Parties agree that the regional Panther Protection Program contemplated herein would be a vehicle to develop and implement the mechanisms to preserve and manage such areas through an incentive based land use program such as the Collier RLSA. The Scientific Technical Review Committee will work diligently to complete the Scientific Technical Review within three months after the Effective Date hereof, but may request additional time to complete if deemed necessary by the Scientific Technical Review Committee. The work of the Scientific Technical Review Committee will result in the delivery within such time of a report to the Parties hereto as to its findings concerning the matters assigned to it in this MOU.

3.3.6 The Florida Panther Protection Program contemplated herein is dependent upon the completion of the Scientific Technical Review by the Scientific Technical Review Committee within three months after the Effective Date of this MOU (unless extended as heretofore provided), acceptance of the Scientific Technical Review by the Parties and finalization of a binding

agreement among the Parties, within six months of receipt of the Scientific Technical Review, consistent with the understanding reached in negotiation of the MOU, which will provide for: (1) the execution of a Conservation Agreement or the functional equivalent between the Rural Landowners, the FWS and FWC for the Collier RLSA which will implement the Program as a mechanism to develop no more than the Maximum Amount of Development in the Collier RLSA; (2) the issuance of a biological opinion, including any necessary incidental take statement, or such other authorization provided for under the ESA; (3) satisfactory assurances for the Rural Landowners that no further land use restrictions, extractions, minimization, conservation measures, reasonable prudent measures or compensation will thereafter be required for the Maximum Amount of Development in the Collier RLSA, including those due to unforeseen circumstances with respect to the Panther consistent with the FWS Agreement; and (4) FWS and FWC agreement that PHU's generated from SSA Lands in the Collier RLSA may be used, sold or transferred to third parties as necessary minimization, conservation measures, reasonable prudent measures or mitigation for panther habitat and panther impacts associated with projects located within the Southern Panther Focus Area.

3.4 Transferability. Whether generated from SSA Lands or other properties in the Enhanced Protection Area, PHUs may be utilized by the landowner who created them or sold or transferred to other landowners or other entities as necessary minimization, conservation measures, reasonable prudent measures or mitigation for panther habitat and panther impacts associated with real estate development projects located within the Southern Panther Focus Area.

3.5 Funding. For each PHU generated from an SSA established within the Collier RLSA, the Rural Landowners agree to make a contribution to the Florida Panther Protection Fund of (i) an amount equal to 10% of the sales price of the PHU for each PHU transferred or sold to third persons for such purposes hereafter provided, or (ii) the lesser of \$75 or 10% of fair market value for each PHU used internally or as part of a joint venture by a Rural Landowner [as such \$75 sum is adjusted periodically to account for adjustments in the Consumer Price Index] (collectively, the "PHU Contribution"), whether such SSAs were designated prior to the Effective Date of this MOU, or the effective date of the FWS Agreement. For PHUs transferred or sold to third persons, the contribution will be made at the time of the transfer or sale, and the recipient may use such PHUs without the payment of an additional contribution to the Panther Protection Fund. For PHUs used internally or as part of a joint venture by a Rural Landowner, one-third (1/3rd) of the contribution will be made at the time development activities are authorized through the issuance of a Department of Army Corps of Engineers Permit under Section 404 of the Clean Water Act, technical assistance letter, or other appropriate federal action in areas designated as primary or secondary Panther habitat in the Enhanced Protection Area (i.e., at the time the PHU is used by the landowner to provide the necessary minimization, conservation measures, reasonable prudent measures or mitigation for panther habitat and panther impacts associated with projects located within the Southern Panther Focus Area), and the remaining two-thirds (2/3rds) of the contribution will be made within 90 days after the receipt of the first certificate of occupancy for a residential or commercial building in the development. The PHU

Contribution may be increased or decreased to reflect changes in the FWS methodology. In addition to the Panther Contribution reflected above, the Rural Landowners agree to develop and implement a mechanism for an additional contribution to the Panther Protection Fund of \$200 [as such fee is adjusted periodically to account for adjustments in the Consumer Price Index] as a fee imposed on each sale of residential housing (both initial sale and resale) located within the Collier County RLSA. The Rural Landowners may at their election from time to time make voluntary tax deductible contributions of PHUs to the Panther Protection Fund without paying a fee for doing so and the PHUs may thereafter be sold or otherwise transferred as deemed appropriate by the Florida Panther Protection Fund Board of Directors. During the Scientific Technical Review, the Parties will continue to discuss the funding formula.

3.6 Inducement. To create an inducement for an early infusion of cash into the Florida Panther Protection Fund, landowners within SSAs designated prior to the effective date of this MOU may for a period commencing on the Effective Date of this MOU and concluding 60 days after the effective date of the FWS Agreement make an upfront contribution to the Florida Panther Protection Fund equal to whatever number of unused PHUs are designated by the landowner multiplied by the PHU Contribution, and thereafter use the PHUs themselves or sell or transfer the PHUs to other landowners or entities for use in mitigating impact to Panther habitat within the Southern Panther Focus Area without thereafter making an additional contribution to the Panther Protection Fund. SSAs created between the Effective Date of this MOU and the Effective Date of the FWS Agreement may be utilized as set forth herein provided the PHU Contribution shall be made at the time and in the manner set forth in Paragraph 3.5 hereof. The voluntary contribution under this paragraph may be for the unused PHUs associated with the designated SSAs.

3.7 Administration. The Florida Panther Protection Fund shall be administered by an independent nonprofit tax exempt entity governed by a Board of Directors comprised of representatives of Audubon of Florida, Collier County Audubon Society, Inc., Defenders of Wildlife, Florida Wildlife Federation, Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and a representative of the Rural Landowners (collectively, the "Florida Panther Protection Fund Board of Directors"). The Florida Panther Protection Fund Board of Directors shall prioritize the utilization of and authorize the expenditure of the Florida Panther Protection Fund to achieve the purposes described herein and, in doing so, give appropriate consideration to the area from which the funds were generated. The Florida Panther Protection Fund shall be held by the Wildlife Foundation of Florida, Inc. and used as approved by the Florida Panther Protection Fund Board of Directors. The Florida Panther Protection Fund Board of Directors will receive copies of federal easements to protect the Florida Panther and easements created in SSAs under the Collier RLSA and the Rural Landowners will facilitate delivery of same. The Florida Fish and Wildlife Conservation Commission shall be named as a co-grantee in easements created in SSAs under the RLSA Program. At the suggestion of the Conservation Organizations, the Florida Panther Protection Fund will be named the "Paul J. Marinelli Florida Panther Protection Fund" in honor of Paul Marinelli for his vision in bringing the Parties together.

3.8 Scope. The Parties intend that all projects within the Panther Focus Area will facilitate a PHU Contribution to the Florida Panther Protection Fund and the Fund will be used for panther habitat restoration, including restoration of the functional corridors, buffering against panther-human interaction, locating and construction of panther crossings, and acquisition of habitat demonstrated to be important to panther management within the Enhanced Protection Area. The Parties agree that no portion of the Florida Panther Protection Fund shall be used for litigation. In order to encourage the acceleration of these important protection measures, after consultation with and approval from the Florida Panther Protection Fund Board of Directors, a landowner may construct fencing/buffering at any time after the Effective Date and prior to development of its land and receive a credit at a pre-agreed upon rate per linear foot against future PHU Contributions.

3.9 Additional Mitigation. The Scientific Technical Review in 3.3.5 above shall consider additional mitigation described in this section to develop land designated as panther habitat located in the Enhanced Protection Area panther primary zone as a component of the Panther Protection Program:

3.9.1 25% more PHUs per acre and therefore 25% more PHU Contribution per acre; and

3.9.2 The initiation of appropriate restoration of Panther habitat before the impact to functional panther habitat within the primary panther zone occurs. Restoration shall be deemed initiated upon the development of a plan and a timeline to complete that has been approved by the FWS.

4. Proposed Collier RLSA Plan Amendments. To facilitate the implementation and enhance the effectiveness of the Florida Panther Protection Program, the Parties shall support the following amendments to the Rural Lands Stewardship Area Overlay of the Collier County Growth Management Plan before local and state governmental agencies, including, without limitation, the Environmental Advisory Commission, the Collier County Planning Commission, the Board of County Commissioners, the Department of Community Affairs, and any commenting agencies, to provide a system of compensation to private property owners in the Collier RLSA for the voluntary stewardship and protection of important agricultural and natural resources (the "Plan Amendments"):

4.1 North and South Panther Corridors. The Scientific Technical Review in 3.3.5 above will evaluate the proposed creation of the North Corridor and the proposed restoration and enhancement of the South Corridor as components of the Panther Protection Program. The Rural Landowners and/or the Conservation Organizations will propose corridor criteria, including corridor boundaries, underpass locations, buffering plans and canopy and ground cover specifications for the North and South Panther Corridors within 30 days of the Effective Date to the Scientific Technical Review Committee. The Rural Landowners will be incentivized to create, enhance and restore such corridors as hereafter described. Planted areas shall utilize native vegetative species and a planting composition and spacing as needed to achieve vegetative composition and functionality that provides for panther needs based on best available science and site-specific data.

4.1.1 South Corridor. A Least Cost Pathway has been identified in the document entitled *Use of Least Cost Pathways to Identify Key Highway Segments for Florida Panther Conservation*, (Swanson, Land, Kautz, Kawula) extending north from SR858 and crossing SR29, generally depicted on the attached Exhibit "B" ("South Corridor") which is incorporated herein by reference. The Scientific Technical Review in 3.3.5 above will evaluate the South Corridor as a Panther Protection Program component. The affected Rural Landowners will be incentivized as provided in Section 4.1.3 hereof;

4.1.2 North Corridor. The Scientific Technical Review in 3.3.5 above shall consider, as part of the development of the scientific basis and design of the Panther Protection Program components, including the regional landscape management plan within the Enhanced Protection Area for the Florida panther, whether a North Corridor is necessary for the long-term protection and management of the panther within the Panther Focus Area. The North Corridor to be considered in this Scientific Technical Review would be generally located north and east from Corkscrew Marsh and Camp Keais Strand to the Okaloacoochee Slough (the "North Corridor"). The general location of the North Corridor is depicted on the attached Exhibit "B" which is incorporated herein by reference. If found to be warranted under the Scientific Technical Review, the affected Rural Landowners will be incentivized as provided in Section 4.1.3 hereof to create a contiguous protected corridor for Panther movement north and east from Corkscrew Marsh to the Okaloacoochee Slough over the North Corridor;

4.1.3 Creation of Credits. The Parties agree that land within the North and South Panther Corridors will be assigned the maximum number of PHUs per acre for forested primary habitat upon meeting success criteria for the corridors and will be available for use as mitigation. The Parties also agree that two additional RLSA Program Stewardship Credits shall be assigned for each acre of land that is designated as an SSA with a restoration plan designed to create, restore or enhance such corridors. The actual implementation of restoration improvements is not required for the owner to receive such credits. If the Rural Landowner provides a written affirmation that it will not implement such a restoration plan, the costs of restoration may be borne by a governmental agency or a private entity undertaking the restoration from any other source, including, without limitation, the Florida Panther Protection Fund established herein. Should a landowner also complete restoration improvements referenced in this paragraph, the Parties agree that the landowner shall be rewarded with eight additional RLSA Program Stewardship Credits for each acre of restored land.

4.2 Restoration Outside the North and South Panther Corridors. Lands within the Enhanced Protection Area but outside of the North and South Panther Corridors that are, or that could reasonably be expected to be utilized by the panther for stalking, movement, bedding, or denning can be utilized for panther habitat restoration. Active land management activities which increase the overall functional value or capacity of a given area for panthers will be considered habitat restoration when such activities improve and protect the area's support of panther prey base or functional value for

panthers. Such activities may include prescribed burns consistent with recognized forestry management practices, roller chopping of overgrown area, and elimination of exotics. Areas devoid of appropriate vegetative cover types may be restored through the planting of appropriate vegetation in strategic locations. Retention of some open areas within panther habitat is often desirable in terms of habitat/forage variety for prey base. Planted areas shall utilize native vegetative species and a planting composition and spacing as needed to achieve vegetative composition and functionality that provides for panther needs based on best available science and site-specific data. This policy does not preclude other forms of compensation for restoration which may be addressed through public-private partnership agreements such as a developer contribution agreement or stewardship agreement between the parties involved, nor does it preclude the use or sale of PHUs as provide for herein.

4.3 Agricultural Preservation. In addition to protecting agriculture on lands that have been determined to have natural resource value as FSAs, HSAs, and WRAs, and to promote the Ag Preservation Goals described in this MOU, it is recognized that incentives are needed to retain agriculture on Open Lands that do not have high natural resource value but are to be voluntarily restricted to agriculture uses as an alternative to conversion of such lands using Baseline Standards of permitted uses, density, intensity and other development regulations assigned to land in the Collier RLSA. Therefore, as an alternative to calculating Credits using the Natural Resource Index system, and as a way of providing incentives for landowners to not develop in the Area of Critical State Concern (“ACSC”), the Parties agree that a landowner shall be eligible to receive 2.0 Stewardship Credits for each acre of Open Land that is designated as a SSA outside the ACSC, and 2.6 Stewardship Credits for each acre of Open Land that is designated as a SSA within the ACSC, where all non agricultural uses are removed and the remaining uses are limited to agriculture and uses that support agriculture, including, without limitation, farm worker housing. There shall be no intensification from Ag2 to Ag1 after SSA designation.

4.4 Forms and Characteristics of SRA.

4.4.1 Hamlets are not a permitted form of SRA.

4.4.2 Towns shall not be more than 5,000 acres.

4.4.3 Outside the Area of Critical State Concern, Villages shall not be more than 1,500 acres. Within the Area of Critical State Concern, the existing Collier RLSA Overlay Program shall apply to Villages.

4.4.4 Towns shall not be located within the Area of Critical State Concern.

4.4.5 Compact Rural Development ("CRD") shall include as a permitted use eco tourism lodging, recreational hunting and fishing enterprises, and family homesteads for the Rural Landowners.

4.5 Core Transportation Network. The Rural Landowners propose the core transportation network conceptually illustrated on the map of the Collier RLSA which is attached as Exhibit "C", which may include an alternative I-75 interchange than as shown on the exhibit (the “Proposed Core Transportation Network”). As of the Effective Date of this MOU, the Conservation Organizations have expressed concern and

cannot endorse at this time the Proposed Core Transportation Network. On and after the Effective Date of this MOU, the Parties shall work diligently and in good faith to create to their mutual satisfaction a Proposed Core Transportation Network that is functionally sufficient and consistent with this MOU and the community planning required to accommodate the Maximum Amount of Development in the Collier RLSA as heretofore described in this MOU with the goal of incorporating a conceptual core transportation network into the binding agreement among the Parties referenced in Section 3.3.6 above. The Scientific Technical Review Committee shall contemporaneously evaluate whether the Proposed Core Transportation Network is consistent with the goals and objectives espoused in this MOU and comment accordingly.

4.6 Temporary Easements. The Parties agree that a mechanism will be created to ensure that, when a landowner within the Collier RLSA establishes a SSA, a “regulatory” or temporary easement will be placed on the subject property and that the “regulatory” or temporary easement will not become a permanent easement until all permits are in hand for the SRA to which the credits from the SSA will be applied.

5. Collier RLSA Open Lands abutting Golden Gate Estates at the Eastern Terminus of Golden Gate Boulevard. The Rural Landowners of certain lands designated as “Open” under the Collier RLSA Overlay limited to the areas depicted on the attached Exhibit “D”, abutting Golden Gate Estates at the eastern terminus of Golden Gate Boulevard will not seek residential or commercial development rights under the Collier County RLSA program for such lands during the Scientific Technical Review, and will discuss and consider provisions for extending such period as a component of the binding agreement among the Parties anticipated to occur following the Scientific Technical Review as described in Section 3.3.6. This provision shall in no manner restrict any existing or future agricultural operations on such lands.

6. Timeline. This MOU contemplates completion of the Scientific Technical Review and consensus of the Parties as to how to thereafter proceed within three months after the Effective Date of this MOU (except as extended as heretofore provided); assuming the foregoing, the execution of the FWS Agreement by the Rural Landowners, FWS and FWC, and adoption of the Plan Amendments, within 24 months after the Effective Date; and that during such time each of the Parties shall work diligently to achieve the goals, objectives, and purposes described in this MOU. Nothing in this MOU shall limit a Rural Landowner from proceeding with and designating SSAs, or SRAs or from seeking and receiving local, state or federal authorizations necessary to develop lands within the Enhanced Protection Area.

7. Waiver of Challenge Rights. The Parties shall not challenge the Plan Amendments necessary to implement the Panther Protection Program pursuant to Chapters 120 or 163 of the Florida Statutes and shall support no other substantive changes to the Collier RLSA as part of the initial five (5) year review which are not consistent with this MOU.

8. Cooperation. The Parties will work cooperatively to:

8.1 Work diligently and in good faith to achieve consensus on timely resolution on all issues related to the Scientific Technical Review and, if they are successful in doing so, a FWS Agreement to effectuate the goals of this MOU;

8.2 Avoid challenging any local, state or federal permits, authorizations, actions, biological opinions, compliance determination or any notice of intended agency action issued or proposed to be issued with respect to the Panther that is in accordance with or consistent with the Florida Panther Protection Program, the FWS Agreement or the Plan Amendments described in this MOU, and all other Federal, State and local laws. Nothing in this MOU shall limit the Parties' ability to participate fully in any public process;

8.3 Support the prudent and responsible management and use of the Florida Panther Protection Fund to achieve the purposes of this MOU;

8.4 Cooperate in good faith in a manner consistent with the spirit of this MOU on other regulatory issues within the Enhanced Protection Area;

8.5 Use best efforts to broaden the scope of the Florida Panther Protection Program in all respects contemplated under this MOU throughout the Southern Panther Focus Area and ultimately, if possible, north of the Caloosahatchee River;

8.6 Reconcile differing opinions as to how to implement the broad principles espoused herein by coming together as a group to employ the same consensus building methods used to create this MOU; and

8.7 Exercise good faith to develop and execute such other legally binding agreements for the management of the Florida Panther and to otherwise achieve the goals, objectives, and purposes described in this MOU.

9. Small Landowner Stewardship Credit Bank. A voluntary, privately managed Stewardship Credit Bank is proposed to provide a fair mechanism to facilitate the buying, holding and selling of Stewardship Credits at prices negotiated between willing buyer and willing seller small landowners. A landowner with surplus Stewardship Credits can post notice with the bank that the credits are available for sale. A landowner with receiving lands but insufficient Stewardship Credits can post notice to that effect through the bank.

10. Notices, Demands, Requests. All notices, demands, request or other communications made pursuant to, under or by virtue of the MOU must be in writing and either hand delivered, delivered by overnight courier or facsimile transmission, or mailed through the United States Postal Service by certified or registered mail, return receipt request, to the Party to which the notice, demand, request or communication is being made as follows:

To: Rural Landowners:
Alico Land Development Corporation
P.O. Box 338
LaBelle, Florida 33975
Attention: John Alexander
(863) 675-2966 (Telephone)
(863) 675-6928 (Facsimile)

Pacific Tomato Growers, Ltd.
P.O. Box 866
Palmetto, Florida 34220
Attention: Billy Heller

Collier Enterprises
3003 Tamiami Trail North, Suite 400
Naples, Florida 34103
Attention: Robert Corina
(239) 261-4455 (Telephone)
(239) 263-3849 (Facsimile)

Sunniland Family Limited Partnership
P.O. Box 930
Immokalee, Florida 34143
Attention: Russell Priddy

Half Circle L Ranch Partnership
2424 Thorp Road
Immokalee, Florida 34142
Attention: Dane Scofield

English Brothers
c/o Pacific Tomato Growers, Ltd.
Rt. 2 Box 421
Immokalee, Florida 34142
Attention: Ed English

Barron Collier Companies
1320 North 15th Street
Immokalee, Florida 34142
Attention: Tom Jones
(239) 658-6060 (Telephone)
(239) 657-2337 (Facsimile)

Consolidated Citrus, LP
4210 Metro Parkway, Suite 250
Fort Myers, Florida 33916
Attention: Mitch Hutchcraft

With a copy to:

George L. Vamadoe, Esquire
Cheffy, Passidomo, Wilson & Johnson, LLP
821 Fifth Avenue South, Suite 201
Naples, Florida 34102
(239) 261-9300 (Telephone)
(239) 261-9782 (Facsimile)

and

John M. Passidomo, Esquire

Cheffy, Passidomo, Wilson & Johnson, LLP
821 Fifth Avenue South, Suite 201
Naples, Florida 34102
(239) 261-9300 (Telephone)
(239) 261-0884 (Facsimile)

To: Audubon of Florida
2507 Callaway Road, Suite 103
Tallahassee, Florida 32303
Attention: Eric Draper
(850) 222-2473 (Telephone)

To: Collier County Audubon Society, Inc.
660 Tamiami Trail North, Suite 32A
Naples, Florida 34102
Attention: Alan Keller
(239) 643-7822 (Telephone)

With Copy To: Thomas W. Reese, Esquire
2951 61st Avenue South
St. Petersburg, Florida 33712
(727) 867-8228 (Telephone)
(727) 867-2259 (Facsimile)

To: Defenders of Wildlife
233 3rd Street North, Suite 201
St. Petersburg, Florida 33701
Attention: Laurie Macdonald

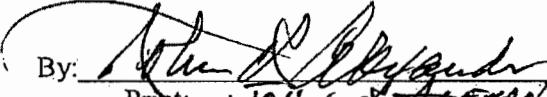
With Copy To: Defenders of Wildlife
1130 Seventeenth St. NW
Washington, DC 20036
Attention: Andrew Hawley, Esquire

To: Florida Wildlife Federation, Inc.
Everglades Project Office
2590 Golden Gate Parkway, Suite 105
Naples, Florida 34105
Attention: Nancy Anne Payton
(239) 643-4111 (Telephone)
(239) 643-5130 (Facsimile)

With Copy To: Thomas W. Reese, Esquire
2951 61st Avenue South
St. Petersburg, Florida 33712
(727) 867-8228 (Telephone)
(727) 867-2259 (Facsimile)

or to such address as may be hereafter designated by one of the Parties by giving notice to each of the other Parties.

ALICO LAND DEVELOPMENT CORPORATION, a FLORIDA
corporation

By:  Date: 6/2/08
Print: JOSEPH A. ALEXANDER
Its: CHAIRMAN & CEO

PACIFIC TOMATO GROWERS, LTD., a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER ENTERPRISES a Florida Corporation

By: _____ Date: _____
Print: _____
Its: _____

SUNNILAND FAMILY LIMITED PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

HALF CIRCLE L RANCH PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

ENGLISH BROTHERS, a _____

By: _____ Date: _____
Print: _____
Its: _____

With Copy To: Thomas W. Reese, Esquire
2951 61st Avenue South
St. Petersburg, Florida 33712
(727) 867-8228 (Telephone)
(727) 867-2259 (Facsimile)

or to such address as may be hereafter designated by one of the Parties by giving notice to each of the other Parties.

ALICO LAND DEVELOPMENT CORPORATION, a _____
corporation

By: _____ Date: _____
Print: _____
Its: _____

PACIFIC TOMATO GROWERS, LTD., a Florida Corporation

By: Billy J. Heller Date: 30 MAY 2008
Print: BILLY J. HELLER, JR.
Its: Chief Executive Officer

COLLIER ENTERPRISES a Florida Corporation

By: _____ Date: _____
Print: _____
Its: _____

SUNNILAND FAMILY LIMITED PARTNERSHIP, a _____

By: Aliese Price Priddy Date: 6/2/08
Print: Aliese Price Priddy
Its: Managing Member

HALF CIRCLE L RANCH PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

HS
30

ALICO LAND DEVELOPMENT CORPORATION, a _____
corporation

By: _____ Date: _____
Print: _____
Its: _____

PACIFIC TOMATO GROWERS, LTD., a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER ENTERPRISES a Florida Corporation

By: Thomas J. Flood Date: June 2, 2008
Print: THOMAS J. FLOOD
Its: PRESIDENT & CEO

SUNNILAND FAMILY LIMITED PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

HALF CIRCLE L RANCH PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

ENGLISH BROTHERS, a _____

By: _____ Date: _____
Print: _____
Its: _____

With Copy To: Thomas W. Reese, Esquire
2951 61st Avenue South
St. Petersburg, Florida 33712
(727) 867-8228 (Telephone)
(727) 867-2259 (Facsimile)

or to such address as may be hereafter designated by one of the Parties by giving notice to each of the other Parties.

ALICO LAND DEVELOPMENT CORPORATION, a _____
corporation

By: _____ Date: _____
Print: _____
Its: _____

PACIFIC TOMATO GROWERS, LTD., a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER ENTERPRISES a Florida Corporation

By: _____ Date: _____
Print: _____
Its: _____

SUNNILAND FAMILY LIMITED PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

HALF CIRCLE L RANCH PARTNERSHIP, a LLP

By: Dane T. Scofield Date: 2 JUN '08
Print: DANE T. SCOFIELD
Its: MANAGING PARTNER

or to such address as may be hereafter designated by one of the Parties by giving notice to each of the other Parties.

ALICO LAND DEVELOPMENT CORPORATION, a _____
corporation

By: _____ Date: _____
Print: _____
Its: _____

PACIFIC TOMATO GROWERS, LTD., a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER ENTERPRISES a Florida Corporation

By: _____ Date: _____
Print: _____
Its: _____

SUNNILAND FAMILY LIMITED PARTNERSHIP, a _____

By: _____ Date: _____
Print: _____
Its: _____

HALF CIRCLE L RANCH PARTNERSHIP, a _____

By: Joseph C English Date: 7/12/0
Print: JOSEPH C ENGLISH
Its: PARTNER

ENGLISH BROTHERS, a FLORIDA PARTNERSHIP

By: _____ Date: _____
Print: _____
Its: _____

BARRON COLLIER PARTNERSHIP, a Florida general partnership

By: Lamar Gable Date: June 2, 2008
Print: Lamar Gable
Its: general partner

CONSOLIDATED CITRUS, LP, a _____

By: _____ Date: _____
Print: _____
Its: _____

AUDUBON OF FLORIDA, a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER COUNTY AUDUBON SOCIETY, INC., a Florida not-for-profit corporation

By: _____ Date: _____
Print: _____
Its: _____

DEFENDERS OF WILDLIFE, a _____

By: _____ Date: _____
Print: _____
Its: _____

FLORIDA WILDLIFE FEDERATION, INC., a Florida not-for-profit corporation

By: _____ Date: _____
Print: _____
Its: _____

BARRON COLLIER PARTNERSHIP, a Florida general partnership

By: _____ Date: _____
Print: _____
Its: _____

CONSOLIDATED CITRUS, LP, a limited liability partnership

By: [Signature] Date: 7/15/08
Print: Charlotte Hwang
Its: President

AUDUBON OF FLORIDA, a _____

By: _____ Date: _____
Print: _____
Its: _____

COLLIER COUNTY AUDUBON SOCIETY, INC., a Florida not-for-profit corporation

By: _____ Date: _____
Print: _____
Its: _____

DEFENDERS OF WILDLIFE, a _____

By: _____ Date: _____
Print: _____
Its: _____

FLORIDA WILDLIFE FEDERATION, INC., a Florida not-for-profit corporation

By: _____ Date: _____
Print: _____
Its: _____

BARRON COLLIER PARTNERSHIP, a Florida general partnership

By: _____ Date: _____
Print: _____
Its: _____

CONSOLIDATED CITRUS, LP, a _____

By: _____ Date: _____
Print: _____
Its: _____

AUDUBON OF FLORIDA, a state office of National Audubon Society

By: Eric Draper Date: June 2, 2008
Print: Eric Draper
Its: Deputy Director

COLLIER COUNTY AUDUBON SOCIETY, INC., a Florida not-for-profit corporation

By: Alan B. Keller Date: 2 June 2008
Print: Alan B. Keller
Its: President

DEFENDERS OF WILDLIFE, a national non-profit 501(c)3 membership organization

By: Louise Ann Macdonald Date: June 2, 2008
Print: Louise Ann Macdonald
Its: Florida Director

FLORIDA WILDLIFE FEDERATION, INC., a Florida not-for-profit corporation

By: Nancy A. Peyton Date: June 2, 2008
Print: Nancy A. Peyton
Its: Southwest Florida Field Representative

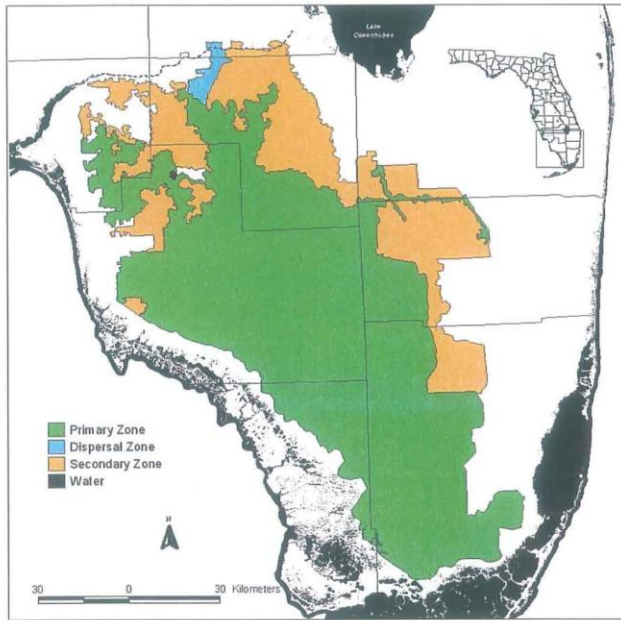
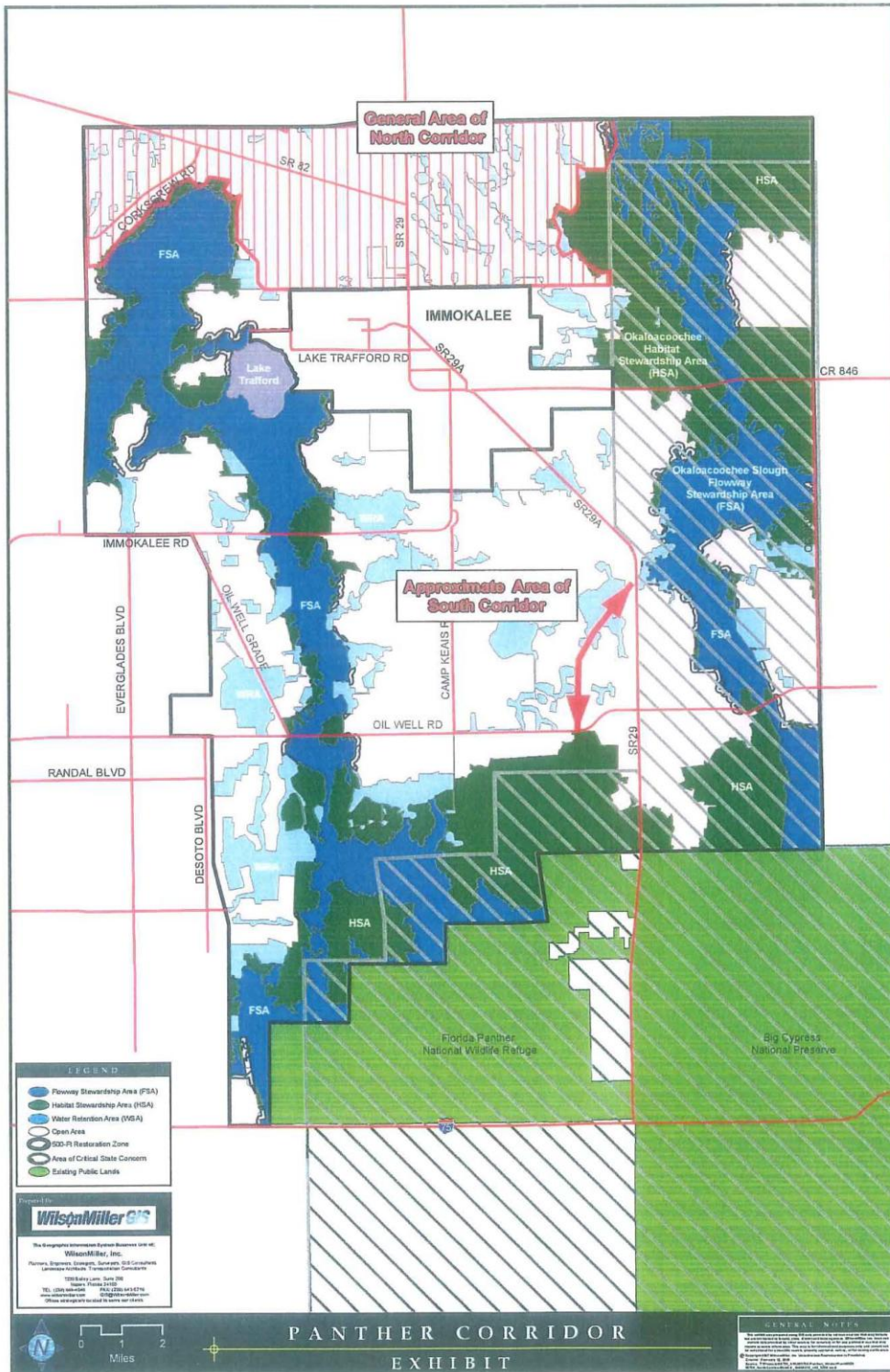
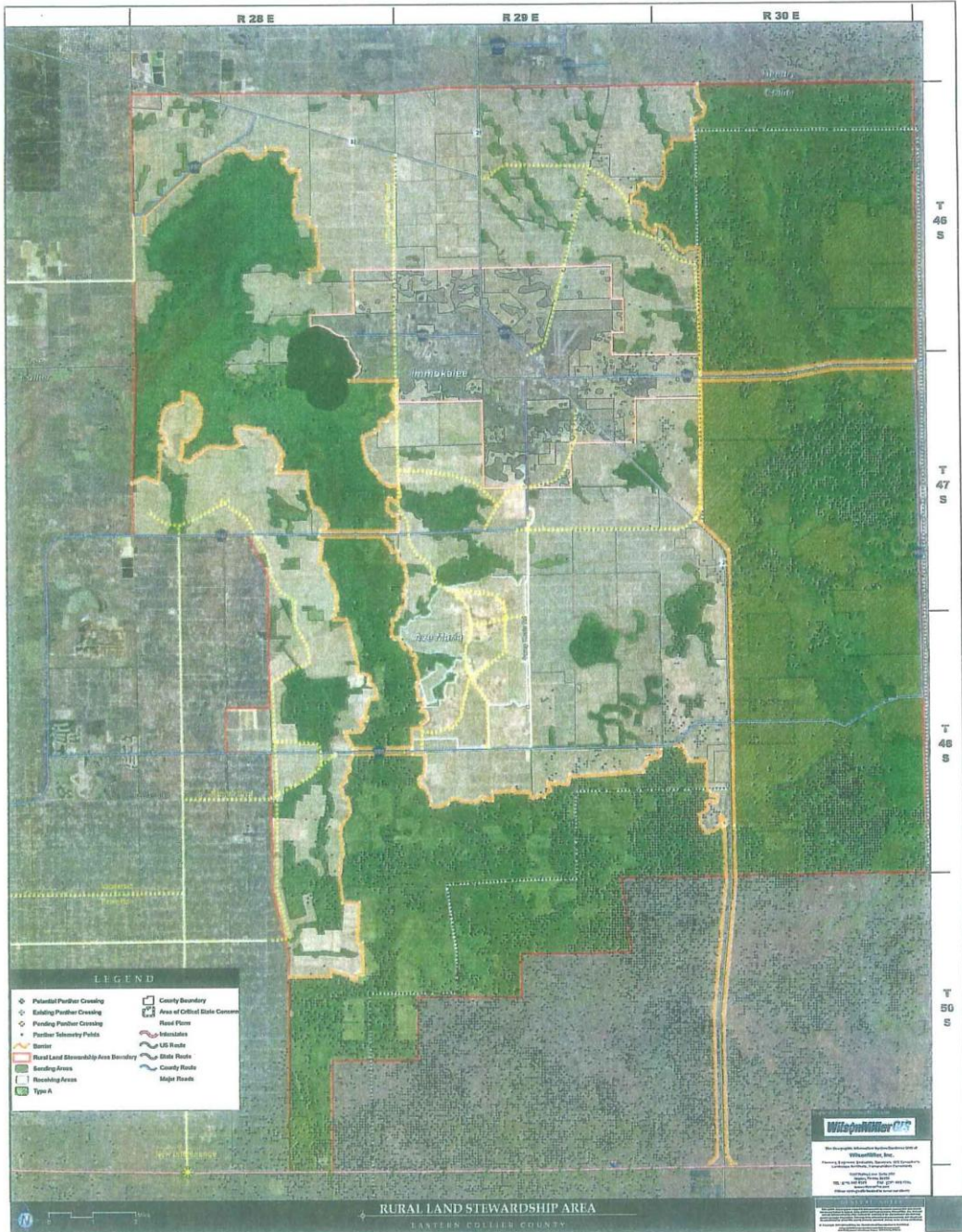


Exhibit "A"





CORE TRANSPORTATION NETWORK
Exhibit "C"

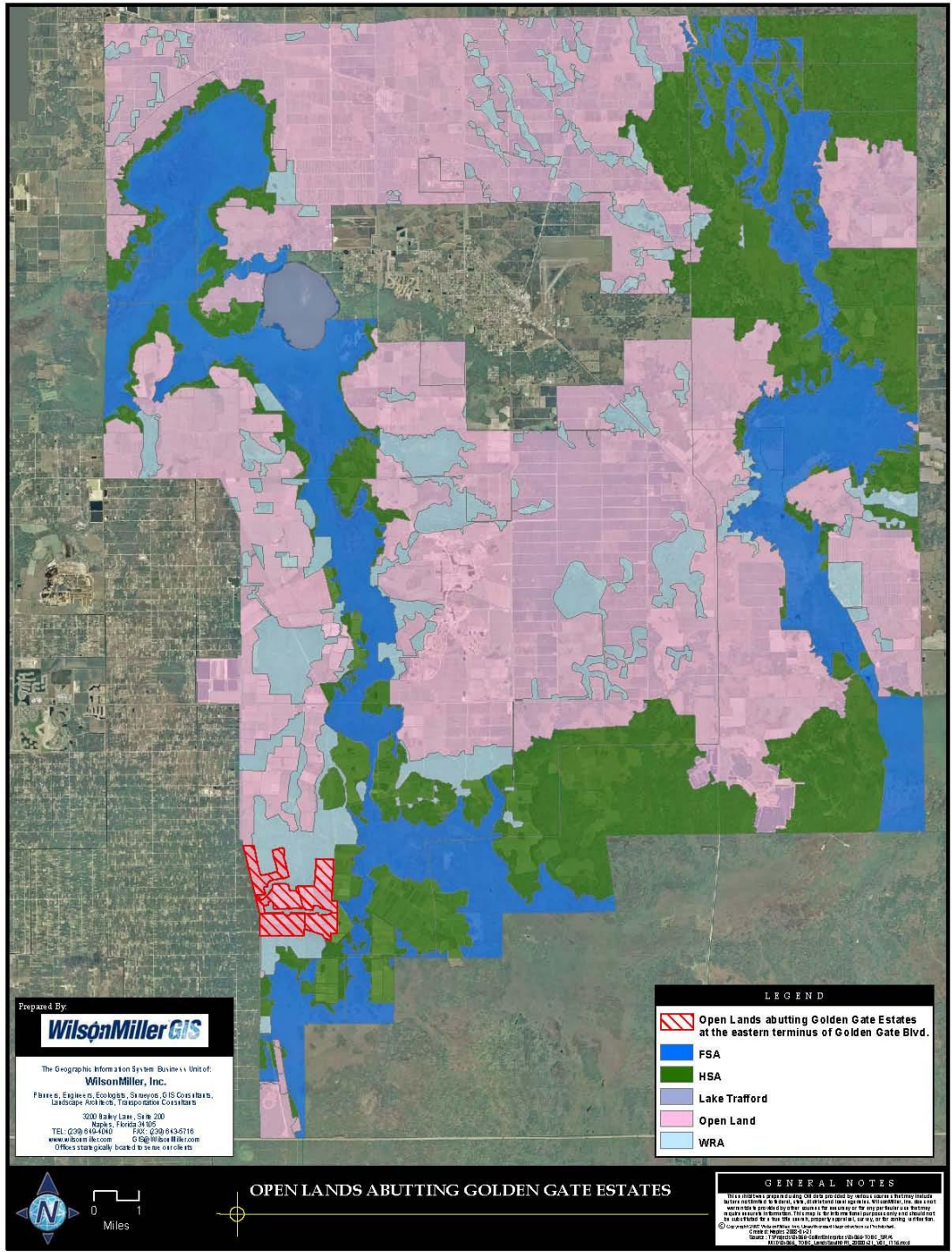


Exhibit "D"