

# **Caracara Prairie Preserve Conservation Bank Habitat Management Plan**

## Introduction

Collier County (County) has acquired the Caracara Prairie Preserve for conservation purposes and proposes to use the property to offset impacts to the Florida panther (*Puma concolor coryi*) (panther) from County projects. The Caracara Prairie Preserve Conservation Bank (Bank) will be managed for conservation, protection, and enhancement of natural resources and for passive and compatible public outdoor recreation.

## Biological Goals

The biological goals are to (1) protect, manage and restore (as appropriate) the native habitats on site, and (2) monitor management activities as they affect the panther, native vegetation, and wildlife,

## Objectives

The Bank will be managed for conservation and recreational uses by

1. maintaining upland, invasive, exotic vegetation at a manageable level;
2. maintaining pasture through cattle rotation, mowing, and burning;
3. maintaining forested land through prescribed fire regime; and
4. conducting scheduled, controlled hunts for feral hogs and turkey

The value and integrity of the Bank will be maintained by

1. marking the property boundaries with conservation land signs;
2. gating the property to reduce uncontrolled access; and
3. conducting routine law enforcement patrols.

## Strategy

The Bank was selected and designed to provide conservation value to the panther and other threatened and endangered species in Collier County, and provide passive recreational opportunities to local citizens.

An active management plan is proposed to restore native communities where feasible and control invasive plants. Sufficient funds will be set aside to maintain these ecological improvements in perpetuity.

## Site Description

The 367.7-acre Caracara Prairie Preserve Conservation Bank is located at 2320 Corkscrew Rd. in Immokalee, Florida (Figure 1). The northwest corner of the property is approximately 13.5 miles east of Interstate 75 on Corkscrew Rd. The property is located in Section 30, Township 46, Range 28. The bulk of this property is designated as “open space” in the Rural Lands Stewardship Area (RLSA) (Collier County 2007). A small portion, approximately 50 acres, is within the RLSA Habitat and Flow way Stewardship Areas. The property has mixed-land use designations consisting of improved pastureland, former cultivated areas, wetlands, and wooded areas.

The Caracara Prairie Preserve Conservation Bank is bordered by CREW lands to the north, east and south. These lands are designated as conservation areas and were acquired by the South Florida Water Management District (SFWMD) with funds from the Save our Rivers Program. These lands are mandated to be managed in an environmentally acceptable manner and restored to their natural state. SFWMD may make certain capital improvements, i.e. fencing, access roads/trails, and provide basic public facilities on their lands. In addition, habitat management such as control of exotic species and prescribed burning may be conducted. The legislation (373.59 F.S.) also requires SFWMD to develop appropriate public use. The Caracara Prairie Preserve is bordered by active agriculture to the west. These lands are within the Lee County boundary.

Several historical sites are located nearby but no sites were identified on the Caracara Prairie Preserve (Figure 2). The Caracara Prairie Preserve is not within an area of historical and archaeological probability, and the Florida Department of State Division of Historical Resources’ Master Site File lists no known historical or archaeological sites on the property (Appendix A).

If evidence is found to suggest that any archaeological or historical resources exist on site, the County will notify the Division of Historical Resources immediately. Where resources are identified on-site, staff shall cordon off the area, and a professional survey and assessment shall be instituted. The archaeologist shall prepare a report outlining results of the assessments and issue recommendations to County staff about management of any sites discovered, per provisions of the Land Development Code Section 2.2.25. This report shall be sent to the Division of Historical Resources. The County shall cooperate fully with direction from the Division of Historical Resources on the protection and management of archaeological and historical resources. The management of these resources will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 2 (a) and (b).

Portions of the property were used historically for the cultivation of row crops. The property was undeveloped prior to the 1950’s. A Phase I and II Environmental Site Assessment performed by URS Corporation in October 2007 identified five areas on-site totaling approximately 105 acres that were formerly used for agriculture (Bank Agreement Exhibit J). Furrows used in row crop cultivation are still present on the property. Historical aerial photographs indicate that the cultivation was conducted between the 1950’s up until the 1970’s. Pesticide levels found by URS within the pasture soils were not high enough to warrant concern regarding the use of the property as a conservation area (Bank Agreement Exhibit J).

## Project Area Applicability for Mitigation

The Bank is located within Florida Fish and Wildlife Conservation Commission (FWC) Priority 1 Habitat for Florida Panther and within the U.S. Fish and Wildlife Service (Service) Panther Focus area with about 67% of the Bank in the Primary Zone and 33% in the Secondary Zone (Service 2007) (Figure 3). The property is surrounded on the north, east, and south sides by conservations lands, and is made up of habitat suitable for the panther. In addition, a least-cost panther dispersal pathway crosses the southern portion of the property (Swainson et al. 2005).

## Physical Setting

The Caracara Prairie Preserve is located in the Corkscrew Regional Ecosystem Watershed (CREW). CREW is a 60,000-acre watershed spanning Lee and Collier Counties (Figure 1). CREW's 5,000- acre marsh is the headwater for the entire watershed and is located north of the Caracara Prairie Preserve. Historically the property was pine flatwoods and freshwater marsh (Davis 1967).

## Soils

The property is composed of seven major soil types (Table 1) of which most are non-hydric (Figure 4). The soil types indicate the historical habitat types were mesic flatwoods and wet prairie.

Table 1. Soil types, area, and expected habitat of the Caracara Prairie Preserve.

<b>Soil</b>	<b>Acres</b>	<b>Habitat<sup>1</sup></b>
Basinger Fine Sand	1.8	Hydric Flatwood
Chobee; Winder; And Gator Soils; Depressional	41.7	Wet Prairie
Immokalee Sand	50.9	Mesic Flatwood
Riviera Fine Sand; Limestone Substratum	50.1	Wet Prairie
Tuscawilla Fine Sand	9.1	Hammock
Wabasso Sand	211.7	Mesic Flatwood
Winder; Riviera; Limestone Substratum; and Chobee Soils; Depressional	2.4	Marsh

<sup>1</sup>Zahina et al. 2007

## Vegetation

Four vegetation types were identified in the survey for the Prescribed Grazing Plan (Appendix B) and described below (Figure 5). Plant common and scientific names follow Wunderlin and Hansen (2008).

Prairie – 205.5 acres. Prairie areas are currently improved pasture dominated by bahiagrass (*Paspalum notatum*) seeded for cattle forage. Most pastures are in fair to good condition. The pastures also contain smutgrass (*Sporobolus indicus*), dogfennel (*Eupatorium capillifolium*), wax myrtle (*Myrica cerifera*), and other weedy undesirable species. Plant composition transects show an average of 60-70% bahiagrass and 30-40% weedy/undesirable species.

Depressional marsh/ wet prairie – 78.8 acres. These are areas dominated by wetland plants and flooded for most of the wet season. These are very important habitats for many wildlife species. Most wetlands are in fair to good condition. Plant composition includes maidencane (*Panicum hemitomon*), trompetilla (West Indian marsh grass *Hymenachne amplexicaulis*), torpedograss (*Panicum repens*), pickerelweed (*Pontederia cordata*) primrosewillow (*Ludwigia* spp.), sedges, smartweed (*Polygonum* spp.), and marshpennywort (*Hydrocotyle* spp.). Trompetilla and torpedograss are invasive species.

Mesic Flatwoods – 43.9 acres. The flatwoods areas are mainly composed of pine (*Pinus elliottii*), saw palmetto (*Serenoa repens*), oak (*Quercus* spp.), wax myrtle, broomsedge bluestem (*Andropogon virginicus*), forbs, and sedges. Blue maidencane (*Amphicarpum muhlenbergianum*) and chalky bluestem (*Andropogon virginicus* var. *glaucus*) are desirable grasses found in this habitat, and also good indicators of site condition. Most flatwoods are in fair condition.

Shrub and Brush – 37.1 acres. This habitat is an interface between the flatwoods and depressional marshes that is being reclaimed by native weedy species. The improved pasture is being with encroached by woody species such as cabbage palm (*Sabal palmetto*), oaks, and wax myrtle.

## Biological Resources

No listed plant species have been directly observed on the property (Coile and Garland 2003). Listed animals for the area are summarized by Gruver (2007) and USFWS (1999).

The following listed wildlife species have been observed on the property: crested caracara (*Polyborus plancus audubonii*) Service and FWC – threatened (T), Service - T; Florida sandhill crane (*Grus canadensis pratensis*) FWC – T; gopher tortoise (*Gopherus polyphemus*) FWC – T; limpkin (*Aramus guarana*) FWC – species of special concern (SSC); snowy egret (*Egretta thula*) FWC - SSC; American alligator (*Alligator mississippiensis*) FWC - SSC.

The observed habitat and location supports the presence of the following listed species: Florida panther (*Puma concolor coryi*) FWC – endangered (E), Service – E; Florida black bear (*Ursus americanus floridanus*) FWC – T; and numerous freshwater wetland dependent listed bird species including woodstork (*Mycteria americana*) FWC – E, Service – E.

## Species to be covered

The Florida panther will be covered by this Habitat Management Plan. Collier County reserves the right to add the crested caracara to the covered species in the future if conditions on the Bank

property are consistent with Service policy for caracara compensation when the policy is completed.

### Local Habitat Requirements

**Florida Panther** - Panthers use the mosaic of habitats available to them as resting and denning sites, hunting grounds, and travel routes. These habitats include cypress swamps, hardwood hammocks, pine flatwoods, seasonally flooded prairies, freshwater marshes, and some agricultural lands. The cover habitats in south Florida used most often by the panther include: hardwood swamps, tree islands or hammocks, and pine flatwoods with dense palmetto. These cover areas are important for denning and rearing of young. Dense understory vegetation comprised of saw palmetto provides some of the most important resting and denning cover for panthers (Maehr 1990).

Panthers sometimes utilize nonforest cover types, including areas disturbed by humans (Belden et al. 1988, Maehr et al. 1991, Comiskey et al. 2002). Forest patches of all sizes appear to be important components of the landscapes inhabited by panthers, not just the larger forest patches.

Panther habitat selection is related to prey availability (Janis and Clark 1999, Dees et al. 2001) and, consequently, prey habitat use. White-tailed deer (*Odocoileus virginianus*) and hogs (*Sus scrofa*) constitute 67% of the panther diet. Exotics [hog and armadillo (*Dasypus novemcinctus*)] account for almost half of the panther diet. Hardwood hammocks and other forest cover types are important habitat for white-tailed deer and other panther prey (Harlow and Jones 1965, Belden et al. 1988, Maehr 1990, Maehr et al. 1991, Maehr 1992, Comiskey et al. 1994, Dees et al. 2001). Periodic understory brushfires (Dees et al. 2001) as well as increased amounts of edge (Miller 1993) may enhance deer use of hardwood hammocks, pine, and other forest cover types. Marshes, rangeland, and low-intensity agricultural areas support prey populations of deer and hogs (Comiskey et al. 2002, Beier et al. 2003, Comiskey et al. 2004, Beier et al. 2006).

### Site Habitat Available

**Florida Panther** – The entire Caracara Prairie Preserve (367.7 ac.) is located in the Panther Focus area north of I-75. Panthers living north of I-75 weigh more, produce more kittens, and raise more young than panthers to the south (USFWS 2006). Approximately 81.4 ac. of the Caracara Prairie Preserve consists of mesic pine flatwoods/brush, a preferred cover habitat of the Florida panther. The 286 ac. of improved pasture and scattered wetlands are suitable habitat for prey populations of deer and hogs.

### Credits Criteria

**Florida Panther** – Based on recent publications (Cox et al. 2006, Kautz et al. 2006, Land et al. 2008) values were assigned to the habitats. The proposed panther credit follows the panther habitat units (PHUs) assigned the each habitat type on-site (Table 2).

Table 2. Habitat category, value, area, and panther habitat units (PHU) for the Caracara Prairie Preserve.

<b>Habitat</b>	<b>Value</b>	<b>Acres</b>	<b>PHU</b>
Limerock oil drilling pad and tank battery pad	0	1.6	0
Oil pad access road	0	0.8	0
Prairie (improved pasture)	5.2	205.5	1068.6
Marsh/wet prairie	4.7	78.8	370.4
Pine Flatwoods	9.5	43.9	417.1
Shrub/brush	5.5	37.1	204.1
<b>TOTAL</b>		<b>367.7</b>	<b>2060.2</b>

No habitat restoration is proposed at this time. Thus, 2060.2 PHUs will be released upon bank certification. The Banker reserved the right to request additional credit if pasture restoration is undertaken, or alternatively the Banker may seek outside funding to complete the pasture restoration to native conditions. In the second case no additional panther credit will be requested.

Service Area

The Service Area for Florida panther will be Collier County (Figure 6). Credit will only be used for County projects.

Land Protection

On December 17, 2007, Collier County and the CREW Land and Water Trust acquired the Caracara Prairie Preserve. The County’s land acquisition program Conservation Collier spent \$5,032,000 and the CREW Land and Water Trust spent \$300,000 towards the purchase of the property. Collier County and CREW Land and Water Trust share title to the Caracara Prairie Preserve. The property was purchased for conservation, protection, and enhancement of natural resources and for passive and compatible public outdoor recreation. Additionally a conservation easement over the Caracara Prairie Preserve will be granted to the Florida Fish and Wildlife Conservation Commission (FWC) with the Service as a third party to the agreement (Bank Agreement Exhibit F).

Interim Management

Initial Restoration and Maintenance

Collier County will be responsible for: (1) upland, invasive, exotic plant maintenance for ten years after initial removal (initial removal was completed on May 31, 2008), (2) external fencing, (3) initial fire break creation, (4) burn plans and prescribed burns, (5) posting, (6) vegetation monitoring, and (7) wildlife monitoring. Collier County’s cattle lessee shall maintain any necessary internal fencing required to implement the Prescribed Grazing Plan (Appendix B).

## Long-term Management

Collier County will be responsible for burn plans and prescribed burns, invasive, exotic plant maintenance and mowing after the first 10 years. FWC will be responsible for all administrative and managerial duties related to public use (i.e., passage of regulation changes, annual publication of area brochure, bag limits) during the periods of allowed hunting and law enforcement patrols periodically throughout the year. FWC will be responsible only for management activities to the level typical of other FWC managed properties adjacent to the Caracara Prairie Preserve property. Any land management activities that are only necessary to fulfill the requirements of the Caracara Prairie Preserve Conservation Bank and that are above and beyond typical FWC land management activities implemented for the natural communities identified at the Caracara Prairie Preserve property will be the responsibility of Collier County.

The annual operating cost is estimated including maintenance, management, and monitoring costs. Table 3 outlines the costs of major activities through 2018. All dollar figures are estimates and will be reviewed from time to time and increased, if necessary, to ensure that all costs of establishing and managing the Conservation Bank will be covered.

Table 3. Annual operating costs for the period 2010 through 2018 for the Caracara Prairie Preserve Conservation Bank.

ACTIVITY	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18
Con.Collier staff time	\$3,050.22	\$280.48	\$1,717.94								
Boundary fencing	\$2,258.83										
Prescribed fire			\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Fire break creation			\$20,000								
FWC CE monitoring			\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Mowing		\$11,680	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$2,500
Exotics	\$29,046.23	\$35,071	\$52,500	\$52,500	\$26,250	\$26,250	\$15,000	\$15,000	\$7,500	\$7,500	\$2,500
OBV Monitoring		\$68,700	\$14,600	\$45,400	\$45,400	\$45,400				\$45,400	\$9,080
	\$34,355	\$115,731	\$101,068	\$110,150	\$83,900	\$83,900	\$27,250	\$27,250	\$19,750	\$65,150	\$20,330

Management costs for the interim period through credit sell out will be held in an Interim Fund with a third party Trustee, Wildlife Foundation of Florida Mitigation Trust Funds, Inc., for the management of the Caracara Prairie Preserve property. All funds required for the interim period will be transferred from Collier County to the Trustee upon creation of the Interim Fund.

### Management Trust

Collier County will establish a Trust Fund for the Bank through the Wildlife Foundation of Florida Mitigation Trust Funds, Inc. The Trust Fund will be nonwasting providing for the annual operating cost from the interest only. Based on an average annual cost it is estimated that a fund value of \$813,200 will be needed. The cost per credit that will be deposited into the Trust Fund was determined by the average annual cost divided by a 2.5% capitalization rate. For each credit sold \$394.72 will be placed in the Trust Fund.

Average cost per five years

Prescribed fire (\$5,000)	\$25,000
Mowing (\$2,500/year)	\$12,500
Exotic plant maintenance (\$2,500/year)	\$12,500
Conservation Easement Monitoring	\$ 6,250
Monitoring	\$45,400
<b>Five year total</b>	<b>\$101,650</b>
<b>Average cost per year</b>	<b>\$20,330</b>

With a 2.5 percent capitalization rate, \$813,200 ( $\$20,330/0.025$ ) is needed for the Trust Fund. For each credit sold \$394.72 ( $\$813,200$  divided by 2060.2 PHUs) will be deposited in the Trust Fund. Collier County will fully fund the Trust Fund (\$813,200) on January 1, 2018, if the Trust is not fully funded through credit sales.

The Trust Fund will be invested consistent with the Investment Policy as set forth in the Caracara Prairie Preserve Trust Agreement between Collier County and Wildlife Foundation of Florida Mitigation Trust Funds, Inc.

Control of Public Access

The public will access the northern boundary of the Caracara Prairie Preserve by way of a trail leading from SFWMD Gate 5 (Figure 7). The District is currently updating Gate 5 for public access. Gate 5 will be open from dawn to dusk, and FWC staff will routinely patrol the Caracara Prairie Preserve as part of their regular SFWMD CREW lands patrol. Future trails through the Caracara Prairie Preserve will follow fire breaks and other existing disturbed areas. Step-over style stairs will be installed at points where cattle-fencing crosses the trail. This will alleviate the need for additional gates.

At public access points, the boundary fence will be marked with signage designating the area as conservation land.

Approved activities on the Bank

Oil drilling will be allowed within the Caracara Prairie Preserve (Figure 7) (Appendix D). The Mack Oil Corporation will construct a 300X 200 foot limerock pad to facilitate the drilling of an exploration well. The proposed access road will be an existing limerock road running along the northern edge of the property and an active, grass-covered pasture situated northeast of the well (3,502.8 feet X 10 feet). Temporary logging mats will be placed over two (2) swales that allow access for the construction of the limerock pad and exploration well within an improved upland pasture. The logging mats will be installed at grade in the swales to stabilize the area while allowing any surface flow to continue. No improvements will be made to the gravel road and primitive trail. The Mack Oil Corporation will be responsible for consulting with the Service about impacts to caracara.



The limerock pad will be constructed within uplands designated as improved pasture situated half way between wetlands north and south of the location. A grass berm will surround the limerock pad. Wetlands begin approximately 100 to 130 feet from the proposed northern and southern perimeter berms. No wetland impacts are proposed during the construction of the limerock pad. If the exploration well is considered dry, the limerock pad will be restored to the adjacent grade after the well has been plugged and abandoned. The logging mats and silt fences will be removed from the swale crossings, unless Collier County chooses to retain the limerock pad and logging mats. If sufficient minerals are available, additional permitting will be required, a tank battery (100 feet X 100 feet) will need to be constructed along the far western side of the property directly west of the well, and access to the production well will occur from the west to alleviate trucks entering through the northern gate. No impacts are proposed during the construction of the tank battery and access road.

The following conditions will be included in the State drilling permit Number 1335 for the No. 30-2 Hugh Caracara Prairie Preserve drilling site:

1. Retain one of the water supply wells for fire protection after the exploratory oil well has been plugged and abandoned.
2. Position propane tank on the limerock pad no closer than 50' from the perimeter berms.
3. Construct two 20' wide flow line crossovers between the western side of the limerock pad and the tank battery (if built) for land management equipment.
  - a. Flow line(s) at the crossovers should be surrounded by approx. 20 feet of casing and capped with limerock.
  - b. Brightly colored metal posts should be erected on each side of the crossover and along the route of the flow line(s).
  - c. Paint flow line(s) a bright color to lower the chances of mowers, service vehicles, and fire equipment from hitting them.
4. Surround tank battery (if built) with an 8-foot high chain link fence topped with barbed wire.
5. Relocate approximately 40 cabbage palm trees that are currently growing inside the 300 X 200-foot area where the limerock pad is to be constructed to positions north and south of the limerock pad.
  - a. Relocated trees should be spaced 8 to 10 feet apart and arrayed in a cluster.
  - b. Florida Department of Environmental Protection Oil and Gas Section and CREW personnel will be present to assist the contractor with placement of the relocated trees.
6. Surround limerock pad with an 8-foot high chain link fence topped with barbed wire.

7. The limerock pad and tank battery (if built) will be restored to the same level as the surrounding property after the well has been plugged and abandoned.
8. If desirable, Collier County will decide in the future if they want to retain the limerock pad and limerock beneath the tank battery (if built) after the well has been plugged and abandoned.

If built, the tank battery pad will be subject to a separate permit through the Florida Department of Environmental Protection Oil and Gas Section. A condition of the permit will be that the oil well operator will bear the future cost of remediation from any spills or contamination that may result from its operations and that the oil well operator will maintain, keep in force and effect, and provide an ongoing Spill Prevention Control and Countermeasures Program or protocol and will comply with all applicable laws and regulations governing its operations.

Cattle grazing will be an approved activity on the Bank (Appendix E). The cattle lessee will graze his cattle in accordance with the Prescribed Grazing Plan (Appendix B).

Additionally, the following recreational activities are appropriate and encouraged on the Caracara Prairie Preserve per the CREW Management Area General Management Plan 2006 – 2011 South Florida Water Management District, Land Stewardship Division:

#### *Nature Appreciation*

Nature appreciation includes wildlife viewing, nature photography, natural history study, and plant and wildflower identification.

#### *Environmental Education*

Environmental education is similar to nature appreciation, but involves a structured learning process with facilitators and students. The CREW Land and Water Trust has developed an extensive program in cooperation with the Lee and Collier County School Boards. Students in the Lee and Collier County School Systems and other groups participate in these programs. Guided hikes are also provided to the general public on a regular basis.

#### *Hiking*

Hiking trails will be established that will link the Caracara Prairie Preserve to the SFWMD Gate 5 hiking trail system. These trails will provide access to a variety of habitats including hammocks, marshes, and flatwoods. The CREW area is remote, and provides abundant backcountry opportunities. Visitors must be self-reliant. Supervision and visitor services are not provided, and users will be advised of these facts at access points. Users are required to pack out their trash.

### *Primitive Camping*

Primitive camping is currently allowed in other areas of CREW by special use permit, at designated sites. Primitive camping via special use permit would be an allowable activity within the Caracara Prairie Preserve.

### *Hunting*

Recreational hunting has been a primary use of CREW lands. The Caracara Prairie Preserve will be incorporated into the Corkscrew Marsh Unit Wildlife and Environmental Area (Appendix C), and will be managed under the same regulations currently in place there. Recommendations for the next five years include:

- Continue the current hunting program as established by FWC rules and regulations.
- Management hunts may be employed as necessary to address specific needs. Management hunts will be scheduled during nonpeak periods when conducted in areas where other types of recreation are the primary activity.
- Hunts conducted on the preserve will use guidelines and regulations established for hunting and other recreational use on the FWC CREW Wildlife and Environmental Area. There will be no exemptions to the permit requirement.

### *Equestrian Use*

There will be opportunity for special equestrian events during dry periods in coordination with CREW Water & Land Trust. Staging these events will be evaluated individually, as conditions permit. A maximum of two equestrian events will be held per year with a maximum of five horses allowed per event. Collier County will consult with the Service prior to the staging of any equestrian events.

### *Vehicular Use*

No unauthorized public vehicle use including off-road vehicles will be allowed within the Caracara Prairie Preserve.

### Target Natural Community

The Flatwoods and Freshwater Marshes within the Caracara Prairie Preserve will be enhanced for wildlife. Under this Habitat Management Plan, the pasture land within the Caracara Prairie Preserve Conservation Bank will remain pasture, and will be managed in accordance with the Prescribed Grazing Plan (Appendix B). Any future restoration of the pasture land will be considered separate from this Habitat Management Plan and any PHUs recovered from the Caracara Prairie Preserve Conservation Bank.

## Restoration

All management activities occurring within the Caracara Prairie Preserve will be done in accordance with the CREW Management Area Five-Year General Management Plan (SFWMD 2006).

### Vegetation

#### Initial Invasive Species Removal

Collier County will be responsible for invasive, exotic plant maintenance in perpetuity after initial removal (initial removal was completed on May 31, 2008). A Collier County contractor will target Category I and II nonnative plant species as identified on the Exotic Pest Plant Council's biennially updated list of Florida's Most Invasive Species (<http://www.fleppc.org/>), with the exception of torpedograss. Treatments (basal and/or foliar) will be quarterly for the first 2 years after initial treatment, and twice a year for the 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> year after initial treatment. After the first 5 years of maintenance treatments, invasive plants, with the exception of torpedograss, will be basal or foliar treated annually and will not be allowed to make up more than 1 percent cover. **Because the pasture land is actively grazed and torpedograss is a good food source for the cattle, torpedograss will only be treated if its coverage expands past its current extent.** Time zero monitoring will assess the baseline overall percent cover by torpedo grass in each marsh within the preserve. All pesticide treatments will be consistent with Service-approved pesticide treatments (Appendix F).

Initial restoration vegetation management will include the following measures taken from the CREW Management Area Five-Year General Management Plan (SFWMD 2006).

#### **5.2.1 Mowing for Wildlife Benefits**

In CREW, openings may be mowed every two to three years to maintain their structural integrity. Mowing is considered an alternative to prescribed burns when weather conditions or other constraints prohibit fire application. It will be avoided during the spring to protect ground-nesting birds. Mowing can provide similar benefits as grazing and fire by suppressing woody plant growth, and by encouraging grasses and low-growing herbs to produce new growth. Mowing improves brood habitat conditions for wild turkeys (*Meleagris gallopavo*) by reducing dense understory vegetation in hardwood hammocks, and invasion of woody plants in grassy fields. Mowing benefits rabbits (*Sylvilagus floridanus*) by providing a supply of growing forage. Smooth cuts are not required when mowing to improve wildlife habitat conditions. Mowing height is also generally not important, although a higher cut in early spring may leave important nesting cover for bobwhite quail (*Colinus virginianus*).

### **5.2.2 Exotic/Invasive Plants**

South Florida's subtropical climate provides an excellent growth environment for the rapid spread of exotic plants that can cause extensive alterations to natural ecosystems. Environmental changes caused by extensive hydroperiod alterations have been an important factor in exotic plant invasion. Exotic plant invasion can result in partial or total displacement of native plants, loss of wildlife habitat, and the degradation of public use areas. Collier County targets Category I and II non-native plant species as identified on the Exotic Pest Plant Council's biennially updated list of Florida's Most Invasive Species (<http://www.fleppc.org/>). Category I species include non-native plants that invade and disrupt Florida native plant communities. Category II plants have the potential to invade and disrupt natural successional processes. Both Category I and II exotics are considered invasive and a threat to the function and ecological stability of Florida's natural communities. Control efforts were initiated by SFWMD staff, volunteers from Corkscrew Swamp Sanctuary, and the CREW Land and Water Trust from 1990 through 1992 on lands adjoining Caracara Prairie Preserve. Work was concentrated in the flatwoods of Corkscrew Marsh where access was available via public roads. Control work in Flint Pen Strand began in 1994 using contractors. Since 1994, contract work teams spent an average of six months per year in Bird Rookery Swamp, Corkscrew Marsh and Flint Pen Strand. The prominent problem species were melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), downy rose myrtle (*Rhodomyrtus tomentosa*), cogon grass (*Imperata cylindrica*), and Old World climbing fern (*Lygodium microphyllum*). Of significant concern is Old World climbing fern, which persists in spite of consistent treatment since 1994. The District treats and surveys *Lygodium* infested areas several times a year to control established infestations and locate new ones in the CREW Management Area (MA). Invasive exotic plant control measures at Caracara Prairie Preserve will include a combination of herbicide application, prescribed fire, and physical removal. Selection of control measures will be dependent upon species type, environmental factors, and natural communities impacted. Private contractors will conduct exotic plant control activities in cooperation with Collier County. After 5 years of intense maintenance, treatments at Caracara Prairie Preserve will be scheduled so that the entire preserve is covered annually. Areas of treatment will be scheduled based on groundwater conditions, time since last treatment, severity of infestation, public use, and consistency with other management operations. All treatments will follow herbicide Best Management Practices (BMPs) and use the best available science

### **5.3.2 Prescribed Fire Planning**

A fire management plan will be developed for each management area within the preserve. Each plan will include a description of location and natural community types, fire history, fire management objectives and constraints, and a burn prescription. Collier County will base all fire management plans on ecological research and professional experience. Fire frequency schedules for each natural community will consider recommendations provided in *The Natural Communities of*

*Florida* (FNAI 1990). To mimic historic fire conditions, Collier County will emphasize growing or lightning season burns (April-August) where possible, though weather conditions and smoke sensitive areas may make the timing difficult. Natural firebreaks will be utilized where possible to promote historic fire patterns, avoid soil disturbance, and reduce hydrologic flow disruption created by fire lines. Listed species life requirements and welfare will be elements of prescribed fire planning. Application of fire, with appropriately timed herbicide treatments, will be used as a tool for control of invasive plants. To mimic historical fire patterns, Collier County will endeavor to burn during the growing season. Burns will be executed using proven safety measures as defined by the Prescribed Burning Act of 1990, 590.026 Florida Statute. This legislation and associated administrative rules outlines accepted forestry burn practices and is administered through DOF. Collier County will utilize its own employees and will utilize other cooperating agency staff— SFWMD, DOF, Lee County, the CREW Land and Water Trust, and FWC to conduct burns at the preserve. All county staff will complete the state certified burn course to ensure fire safety and burning efficiency. Prescribed fire will be applied within the preserve at appropriate fire intervals for each natural community:

#### Scrubby, Mesic and Wet Flatwoods

These natural communities will be burned to maintain an open pineland structure with less than 50% canopy cover. Shrub hardwood densities, especially palmetto and gallberry (*Ilex glabra*), will be targeted at less than 20% coverage to encourage species diversity in herbs and grasses. Desired fire frequency is three to five year intervals for mesic flatwoods, and three to eight years for wet flatwoods to maintain targeted vegetative cover composition and avoid hazardous fuel accumulation.

#### Depression Marsh

Small isolated marshes are dispersed throughout the flatwoods of CREW. Marshes will be burned with flatwoods to maintain open herbaceous ponds and control woody plants found on the edge of these depressions. The center of depression marshes may require drier conditions to carry fire, and a separate burn.

Prescribed fire and mowing will be used to maintain the property in the appropriate successional state for wildlife.

### Hydrology

The County may seek to restore the hydrology at a later date. No changes to drainage will be made to further restore the natural communities. The prairie areas within the site will remain in pasture grasses under this Plan. Any restoration to the prairie that might include changes in hydrology will be considered at a future date and any additional PHUs proposed then.

### Enhancement

No vegetation planting is planned under this Habitat Management Plan. Should unforeseen or changed circumstances occur such as devastating wildfire or flood, vegetation enhancement will be employed to restore the Caracara Prairie Preserve to the appropriate successional state for wildlife, as will be established through vegetation monitoring and habitat type.

### Success Criteria

Restoration and enhancement success will be measured through monitoring – see “Monitoring” section below. If monitoring of the Flatwoods and Freshwater Marsh reveals a vegetation composition inconsistent with the FNAI description, fire, woody vegetation removal, exotic plant removal, or planting (if necessary after possible wildfire) will be enacted. If monitoring of the prairie areas reveals a vegetation composition inconsistent with recommended composition in the attached Prescribed Grazing Plan, cattle rotation, mowing, and burning may be performed.

### Maintenance

There will be no on-site equipment stored on the Caracara Prairie Preserve. If the test oil well is a producer, a tank battery pad will be installed along the western boundary of the preserve. Oil and brine water will be stored on top of a limerock pad inside a bermed area. The tank battery pad will be maintained by the oil company using best management practices.

### Monitoring

Baseline monitoring will be completed by a consultant within 60 days of approval of the Bank by Service and a baseline monitoring report will be forwarded to Service staff in Vero Beach within 45 days of the monitoring event. Time-zero monitoring will be completed within 60 days of the completion of exotic and nuisance vegetation removal. As with the baseline monitoring report, the time-zero monitoring report will be forwarded to Service staff in Vero Beach within 45 days of the monitoring event. Annual monitoring will begin 12 months following the time-zero monitoring event and continue for a total of five years. Annual monitoring reports will be forwarded to Service staff in Vero Beach prior to January 31 each year. If, at the end of five years of monitoring, the Bank has reached success criteria, monitoring will be conducted once every five years to insure that success criteria are met in perpetuity. If success criteria are not met then annual monitoring will continue until met. A summary of the reporting schedule can be found in Table 4.

Table 4. Monitoring and Reporting Schedule

<b>Report</b>	<b>Monitoring Implemented</b>	<b>Delivery</b>
Baseline Monitoring	Within 60 Days of Approval	45 days
Time-Zero Monitoring	Within 60 Days of Initial Restoration	45 days
Annual Monitoring Year 1	12 Months After Time-Zero Monitoring	45 days
Annual Monitoring Year 2	1 Year from Previous Report	January 31
Annual Monitoring Year 3	1 Year from Previous Report	January 31
Annual Monitoring Year 4	1 Year from Previous Report	January 31
Annual Monitoring Year 5	1 Year from Previous Report	January 31
Five-Year Monitoring (Year 10)	5 Years from Previous Report	January 31
Every 5 years thereafter	5 Years from Previous Report	January 31

**Vegetation Monitoring:**

Permanent monitoring transects will be established during the time zero monitoring event and located throughout the site to include a thorough representation of the various habitats onsite. Three vegetative strata will be sampled along each transect and will be representative of habitat types throughout the site. These strata are: overstory [plants >4 inches diameter breast height (DBH)], understory (plants <4 inches DBH and greater than 3 feet in height), and ground cover (all non-woody plants and woody plants less than 3 feet in height). The overstory and understory vegetation will be sampled in 10 square meter plots and the ground cover vegetation sampled in 1 square meter plots along each monitoring transect. Panoramic photographs will be taken at the beginning of each transect to provide physical documentation of the condition and appearance of the property as well as any changes taking place. The panoramic photographs will be included in each monitoring report. For the overstory and understory strata, the relative canopy closure for each species will be recorded. Average shrub height will be recorded for all species identified in the understory stratum. Percent coverage and average height for all saw palmetto will be recorded for plots located within habitats with saw palmetto. The percent cover of groundcover species and bare ground will be estimated for the herbaceous study plots along the transects. Exotic and nuisance vegetation coverage within the plots will be recorded. Survival rate evaluations will occur throughout the site to include a thorough representation of the various habitats onsite. There will be a maximum of six transects with a total of 23 sample plots (approximately 5 per each transect).

**Exotic and Nuisance Species Monitoring:**

In addition to the permanent monitoring transects, existing disturbed areas, such as fence lines, fire breaks, and primitive roads / trails, will be surveyed annually, using the FWC protocol, by vehicle and meandering pedestrian transects to assess the site for the presence and percent coverage of exotic vegetation species. Following the annual exotic vegetation surveys, an exotic vegetation map will be prepared illustrating the locations of exotic and nuisance vegetation in need of corrective action. The map will be provided to the County contractor and SFWMD annually to ensure timely and effective treatment.



**Wildlife Utilization:**

Regular and periodic observations of wildlife will be made during all monitoring events and other site visits by qualified ecologists. This will consist of recording evidence and signs of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.). The number of white tailed deer, feral hog, and panther observations at the site will be recorded during each monitoring event and included in the annual reports. In addition, permanent wildlife transects will be established in representative habitats onsite from which surveys for panther and panther prey tracks will be conducted. Efforts will be made to establish the wildlife transects in areas that are conducive to track detection and identification with as little disturbance by vehicular traffic as possible. The wildlife transects will be monitored annually for a 5-day period, and results submitted in conjunction with the vegetation monitoring in the monitoring report. Updated panther radio telemetry data (when available) within a 2-mile radius of the site will be included in the monitoring report to document radio-collared panther activity in the Bank vicinity over the course of the monitoring period. There will be a maximum of 5 wildlife transects to be monitored for a 5-day period.

In addition to the information outlined above, the monitoring report will also include a general overview of the land management activities (i.e. prescribed burns, exotic vegetation maintenance, pasture restoration activities, etc.) conducted since the previous monitoring report and planned maintenance and management activities during the next period.

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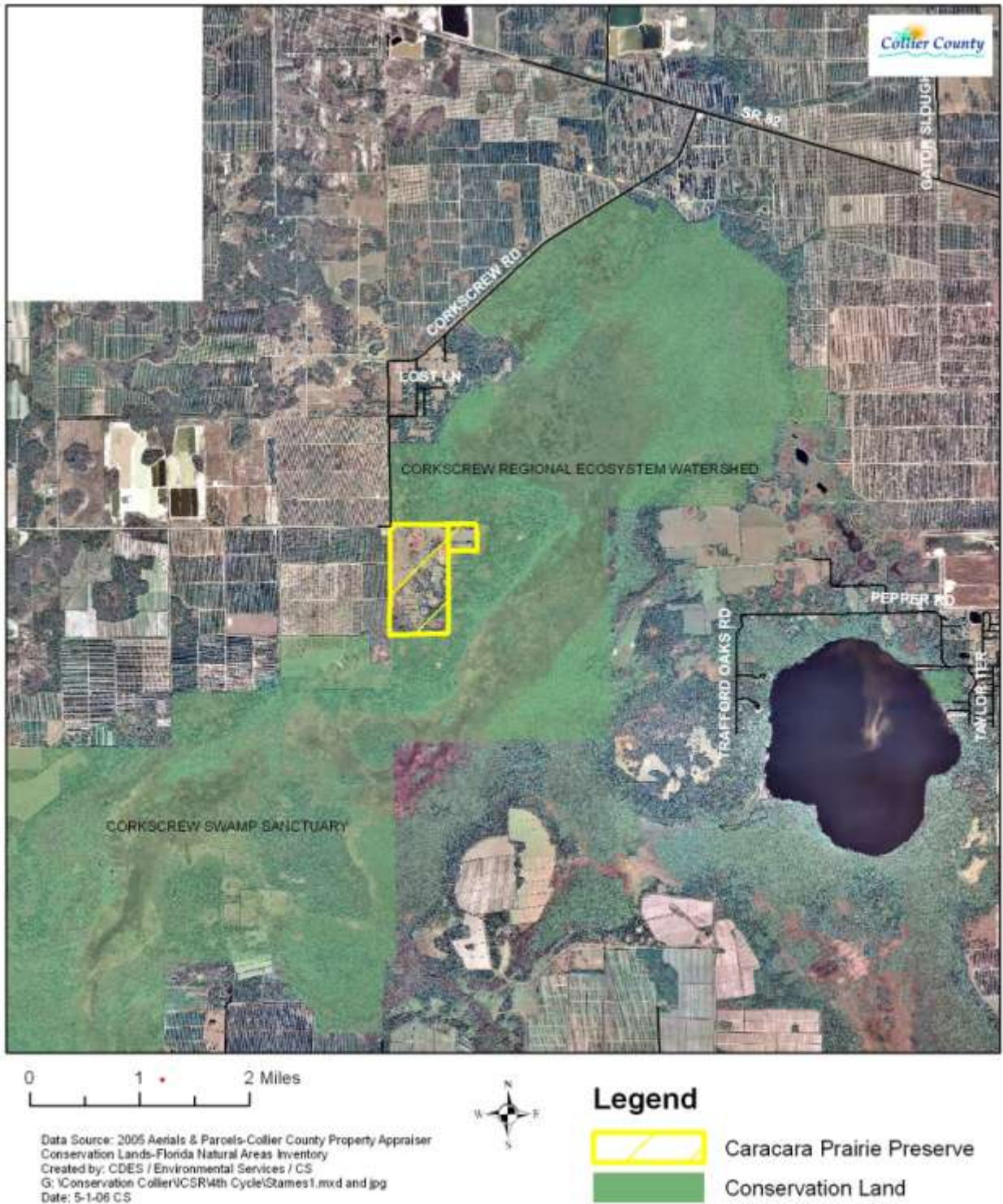
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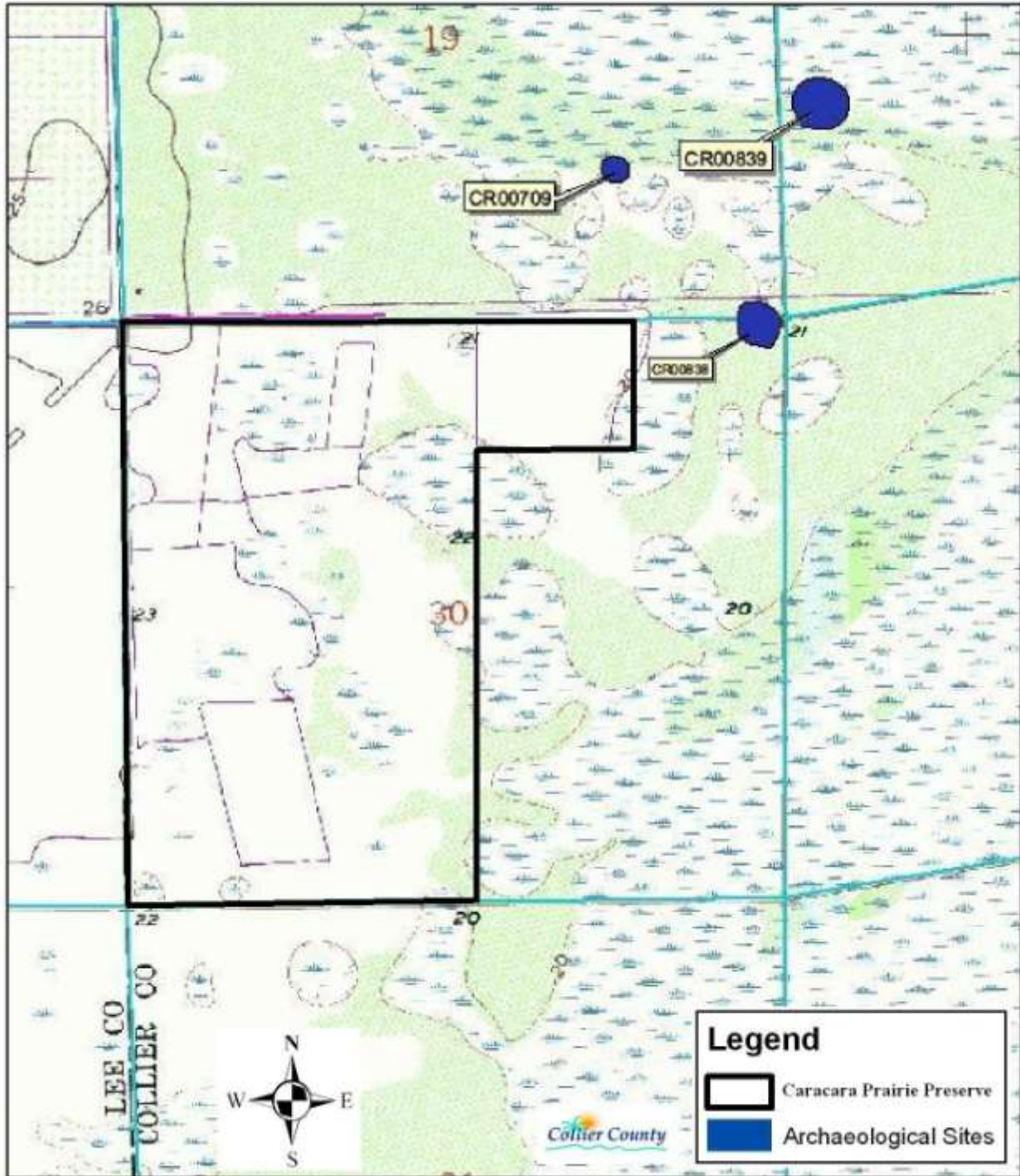
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# FIGURES

**Figure 1.** Aerial Location Map of Caracara Prairie Preserve Conservation Bank in Collier County, Florida.

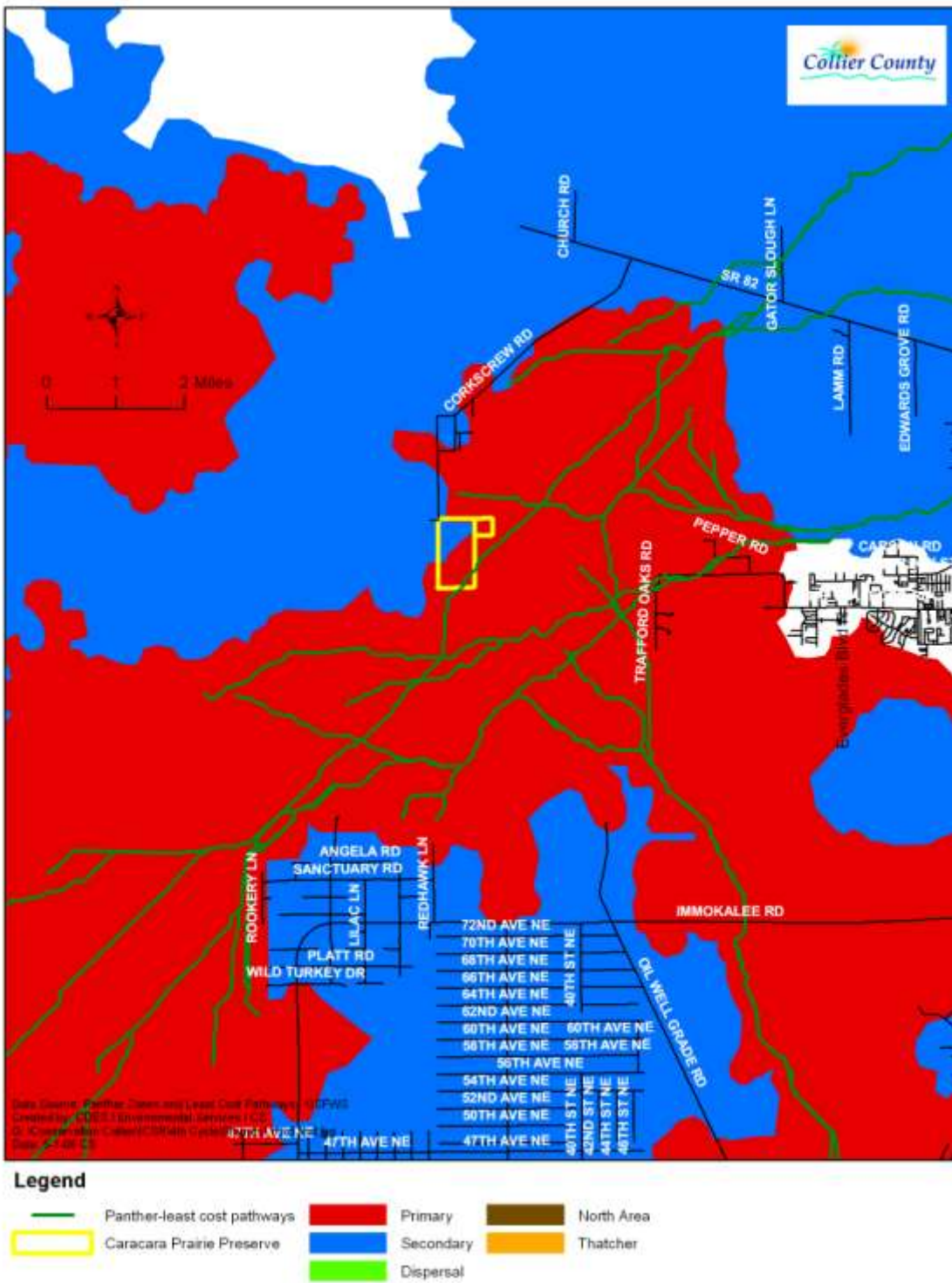


**Figure 2.** Archeological sites nearby the Caracara Prairie Preserve Conservation Bank.



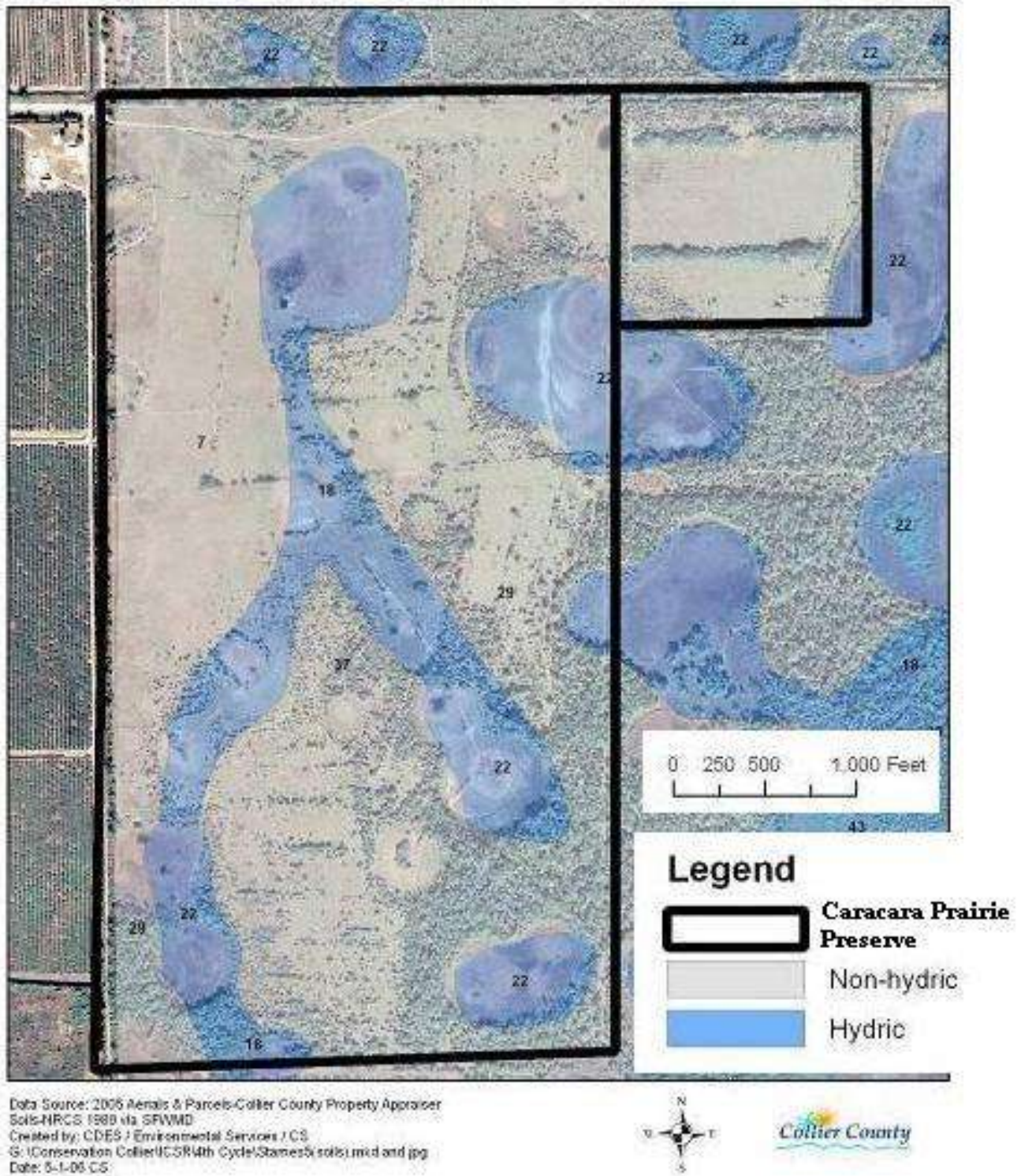
Data Source: USGS Topo map; FL Div. of Historical Resources  
Created by: Conservation Collier\ M. Hennig  
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Vech sites map.mxd and jpg  
Date: Aug. 2008

**Figure 3.** Panther zones and least-cost pathways in relationship to the Caracara Prairie Preserve Conservation Bank.

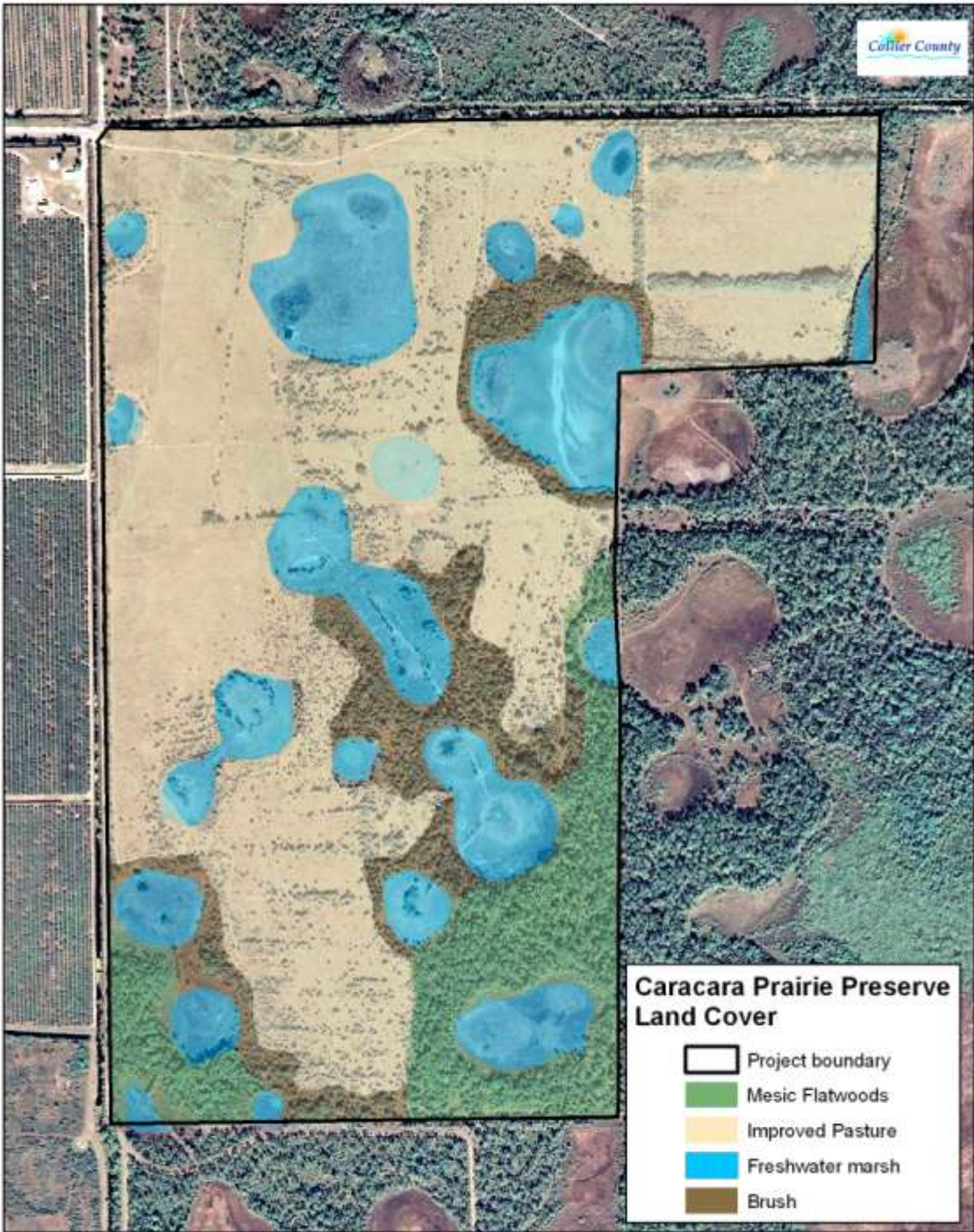




**Figure 4.** Soil map of the Caracara Prairie Preserve Conservation Bank.



**Figure 5.** Land Cover types on the Caracara Prairie Preserve Conservation Bank.

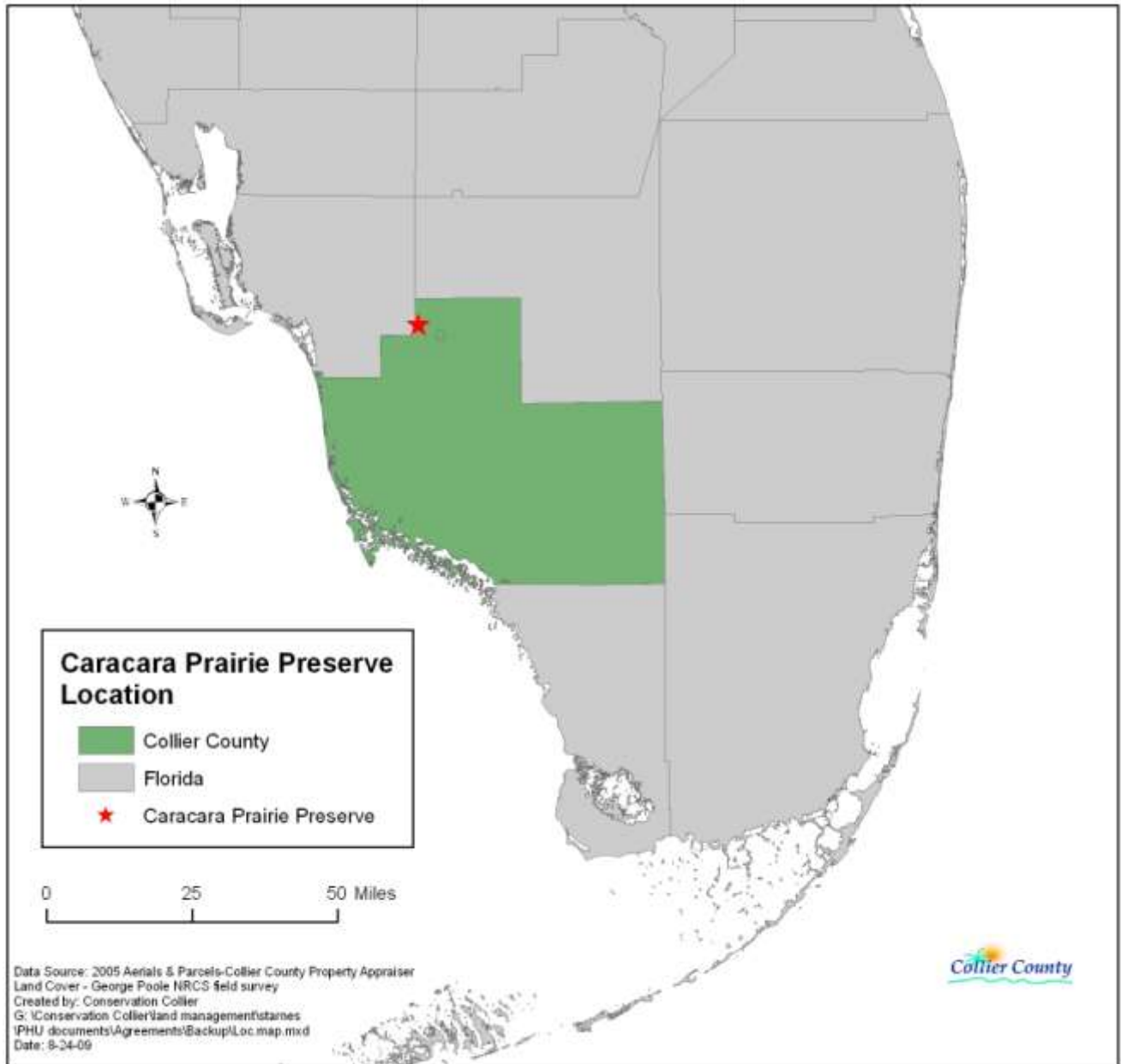


Data Source: 2005 Aerials & Parcels-Collier County Property Appraiser  
Land Cover - George Poole NRCS field survey  
Created by: Conservation Collier  
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Date: 8-11-08

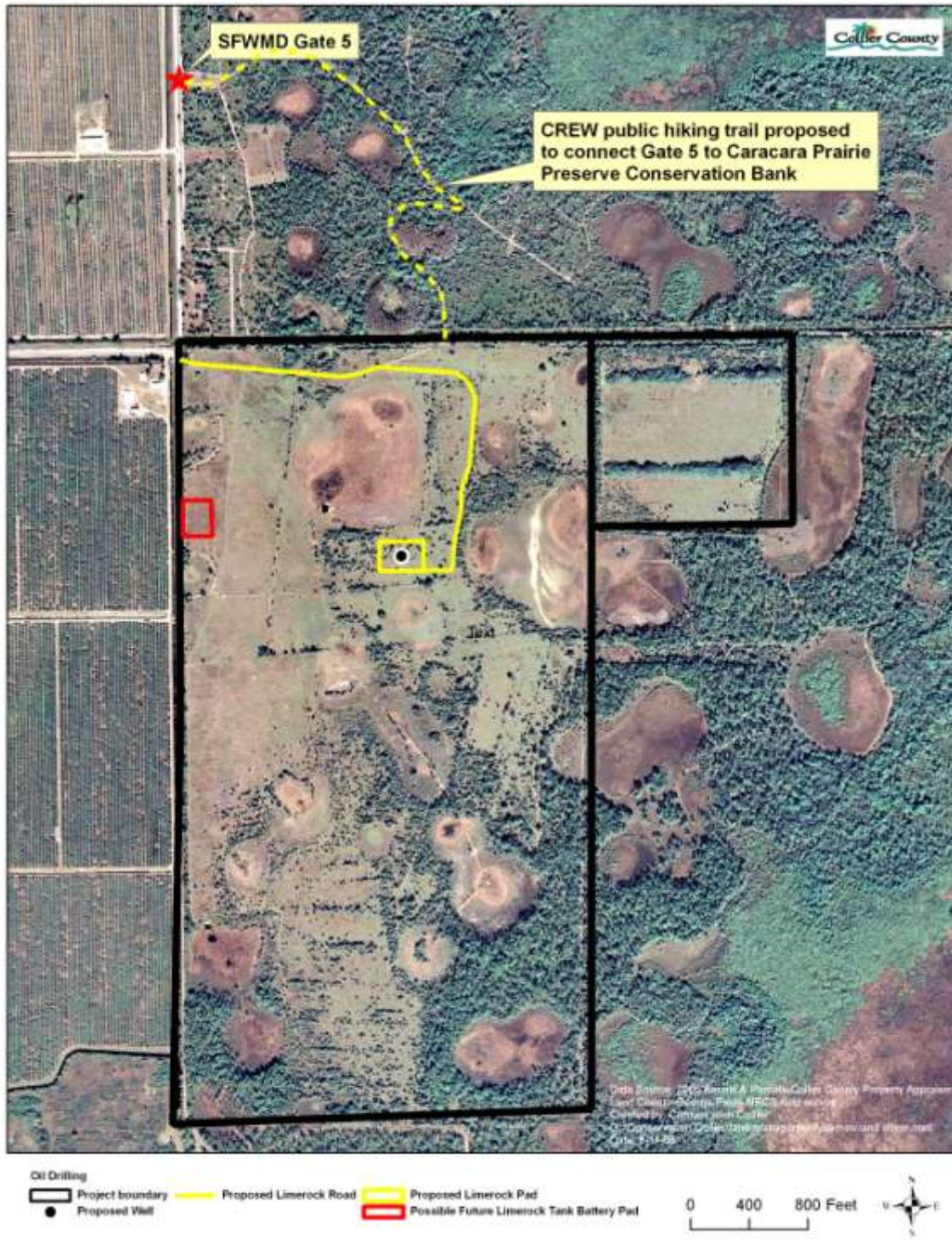


0 500 1,000 Feet

**Figure 6.** Service area for Caracara Prairie Preserve Conservation Bank.



**Figure 7.** Oil drilling operations and public access on the Caracara Prairie Preserve Conservation Bank.



# **APPENDICES**

Appendix A. State Historic Preservation Officer letter.



This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

September 15, 2008

Ms. Melissa Hennig  
Principal Environmental Specialist  
Conservation Collier Program  
3301 Tamiami Trail East  
Naples, Florida 34112



Dear Ms. Hennig:

In response to your inquiry of August 11, 2008, the Florida Master Site File lists one previously recorded archaeological site the following parcel of Collier County:

Township 46 South, Range 28 East, Section 30

When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, State and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,

Lindsay Hafford  
Historical Data Analyst  
Florida Master Site File  
[lhafford@dos.state.fl.us](mailto:lhafford@dos.state.fl.us)

CULTURAL RESOURCES REPORT

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SITEID FORMNO T-R-S CR SITENAME NRIIST SURVEY LOCATION OTHER  
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CR00038 200103 46S/26E/19 AR CLAY SAND MOUND 7218 Map; CS Culture: PREH  
SiteType: MOUN

1 site(s) evaluated; 1 form(s) evaluated. (1 AR)  
Print date: 8/11/2008 4:49:29 PM

# *Prescribed Grazing Plan*

*Prepared for*

## **Collier County**

*Starne Lease Property*

*In*

*Collier County, Florida*

*In cooperation with*

*South Florida Water Management District,  
Collier Soil & Water Conservation District*

*And*

*United States Department of Agriculture  
Natural Resources Conservation Service*



**Table of Contents:**

1. Definition
2. Purpose
3. General Description
4. Objectives
5. Livestock Forage Inventory
6. Livestock Forage Inventory Map
7. Annual Grazing Schedule
8. Plan Map/Proposed plan map
9. Recommended Grazing Heights
10. Recommendations For Grazing Buffer Areas
11. Operations and Maintenance
12. Contingency Management Plan

**1. Definition:**

Prescribed grazing is a controlled harvest of vegetation with grazing and browsing animals. Prescribed grazing will be used on lands where grazing animals are managed. Prescribed grazing will be used in conjunction with Nutrient Management, Pest Management, and/or other practices needed to meet the resource concerns and the landowner’s objectives.

**2. Purpose:**

This practice will be applied as part of a conservation management system to accomplish the following objectives:

- Maintain a stable and desired plant community, improve or maintain the health and vigor of selected plants.
  - Maintain or improve animal health and productivity.
  - Maintain or improve water quality.

**Note:** This plan will be reviewed yearly by the owner/operator. If the number of livestock (10% or more) or the forage condition changes the plan may need to be revised.

**3. General Description:**

The project area is located within the boundaries of CREW WEA which is located in Collier County. The property is currently managed as a cow/calf operation. The project area is currently using a continuous grazing system. The principal forage species in the pastures is Bahia grass (*Paspalum notatum*), which have been planted for improved pasture. Other plant communities include South Florida Flatwoods, Brush areas and Freshwater Marshes.

The pasture areas are currently managed as a cow/calf operation. The pastures in their current condition and capable of producing enough forage to support **53 animal units (AUs)**. The system in its present condition can support an average of **49 cows**, with an average weight of 1000 lbs., and **3 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

One animal unit (AU) is one mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for Heifers and Bulls use the following AU values.

**Table 1: Animal Unit Equivalent Guide**

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)	---- Forage Consumed (pounds) ----		
			day	month	year
Cow, dry	950	0.92	24	727	8,730
Cow with calf	1,000	1.00	26	790	9,490
Bull, mature	1,500	1.35	35	1,067	12,811
Cattle, 1 year old	600	0.60	15.6	474	5,694
Cattle, 2 year old	800	0.80	20.8	632	7,592
Deer, white-tailed, mature	150	0.15	3.9	118	1,423

**4. Objectives:**

The landowner’s objectives are to operate a productive cow/calf operation and minimize impacts to the resources. The objectives of a prescribed grazing plan are to improve or

maintain an optimum level of quality of forages to ensure livestock health, profitability, and protect the resources.

## 5. Livestock Forage Inventory:

Livestock Forage Inventories are estimates of available forage in each pasture. These estimates are then used to project stocking rates and feed requirements annually. The following Livestock Forage Inventory was evaluated at the time of the development of this plan. Forage availability will vary due to climatic conditions and management of grazing system. The forage inventory should be evaluated on a regular basis to ensure proper forage requirements of the livestock are met.

The main forage is Bahia grass. Smut grass and other undesirable species cover at least 30-40% of the plant composition, with Bahia production 60-70 %. The Rangeland areas were not studied in detail. Some of the Rangelands plants are listed in section 9. These plants are good indicators to help you manage the grazing periods.

The inventory of the project area identified the following conditions or concerns:

- The project area encompasses approximately 369 acres.
- The sustainable annual carrying capacity of the project area is estimated at approximately 53 Animal Units (AU) in the existing conditions. The carrying capacity of the site is expected to change with the implementation of the land management practices such as brush management. These changes may significantly increase or decrease the amount of forage produced.
- Overall vegetative conditions and plant species indicate that the project area is stocked at or above the sustainable carrying capacity. .
- Noxious and invasive weeds including Brazilian Pepper-Tree (*Schinus terebinthifolius*), Primrose Willow (*Ludwigia peruviana*), and Tropical Soda Apple (*Solanum viarum*) were observed on the Starne Lease Property. An aggressive weed control program is needed to maintain wildlife habitat values.
- Shrub densities on upland areas are above levels expected for the site. Shrub density is expected to increase and reduce habitat values unless changes to the prescribed burning and brush management plan are implemented.
- The increased shrub density is reducing habitat values for several ground nesting birds on several Flatwoods and Freshwater Marsh sites.
- Livestock nutritional supplements are not well distributed. This reduces the potential for livestock to be well dispersed across the landscape. Consequently, remote areas of the grazing units will receive little or no grazing pressure until areas in close proximity to the supplement feeders have been heavily grazed.

The Prescribed Grazing Plan contains 10 items which should be implemented annually in order to achieve the desired results.

1. **Rotational Grazing** should be applied to maintain and improve the health and vigor of the plant community.

2. **Proper Grazing Use** will be applied to all grazed areas to regulate the amount of herbage removed by grazing animals. During the growing season, the degree of use of native vegetation will be limited to 50% (by weight) of the current year's growth.
3. **Stubble heights** will be used to guide grazing management decisions.
4. **Nesting Period** – The rotational grazing system should be managed to provide an undisturbed nesting period for ground nesting species at least once every 4 years. Livestock should be removed from the grazing unit for a period 4 to 6 weeks in length during the period between February 1 and June 30.
5. **Deferment periods** should be provided following all mechanical and/or chemical brush management activities. This will allow desirable plants to recover from the stress or damage caused by the treatment. The length of the deferment periods will be at least 90 consecutive days during the period of June 1 through October 1.
6. **Supplemental feed** will be provided to livestock during periods when forage quality and quantity is low.
7. **Weed prevention and control** - All planting material, hay and other supplemental feed will be free of noxious or invasive weed seed. An aggressive pest management plan has already been implemented to combat encroachment of invasive-exotic species.
8. **Feeding Area Management** - All hay and supplemental feed provided to domestic livestock will be fed on upland areas at least 100 feet away from wetlands, streams, ditches, and ponds. Supplement feeders will be well dispersed across the landscape. Supplemental feeding locations will be moved at least once every 30 days.
9. **Portable feeders** will be used to provide protein, mineral, and other supplements to livestock. These feeders will be moved as needed to improve livestock distribution and prevent undesirable effects on the landscape.
10. **Plan Review** – Annual reviews should be scheduled with the local Natural Resources Conservation Service (NRCS) office, South Florida Water Management District- Crew WEA and Collier County Environmental department to ensure the plan meets the goals and objectives of the property and those of the livestock owner.

#### Plant Communities Descriptions

Pasture – Main forage is Bahia Grass. Most pastures are in fair to good condition. Bahia pastures contain Smut Grass, Dog fennel, Wax Myrtle and other weedy undesirable species. Plant composition transects shows an average of 60-70 % Bahia and 30-40 % Weedy/undesirable. Suggested stocking rate is 3-5 AUM/Acre (2.4-4.5 Ac/AU).

South Florida Flatwoods – These are areas mainly composed of Saw Palmetto, Pine, Runner Oak Wax Myrtle, Broomsedge Bluestem, Chalky Bluestem, Forbs, Sedges and Little Blue Maidencane and Chalky Bluestem are desired and also good indicators of site condition ( See section 9). Most flatwoods on the ranch are in fair condition. Brush control and prescribed burning are tools that will help improve

these flatwoods. Suggested stocking rate is 14-25 Ac./AU.

Freshwater Marsh/ Slough – Wet areas with mainly wetland plants. Flooded for most of the Wet Season and are considered very important habitat for many wildlife species. Most wetlands on the ranch are in fair to good condition. Plant composition includes, Maidencane, West Indian Marsh grass, Torpedo grass, Pickerel weed, Primrose Willow, Sedges, Smart Weed, hydrocotile and Others. The suggested stocking rate is 3-13 Ac./AU

## Forage Inventory

<b>DATE: 8/2008</b>		<b>Technician:</b>	George Poole		
<b>FIELD</b>	<b>Plant Community</b>	<b>ACRES</b>	<b>AUM</b>	<b>AC/AU</b>	<b>AU</b>
Field 1	Bahia	213	2.1		37.2
Field 1	FWM	77		7	11.0
Field 1	Brush	43		15	2.8
Field 1	SFF	37		22	1.7
		369.4	<b>TOTAL AU</b>		<b>53</b>

### Definitions

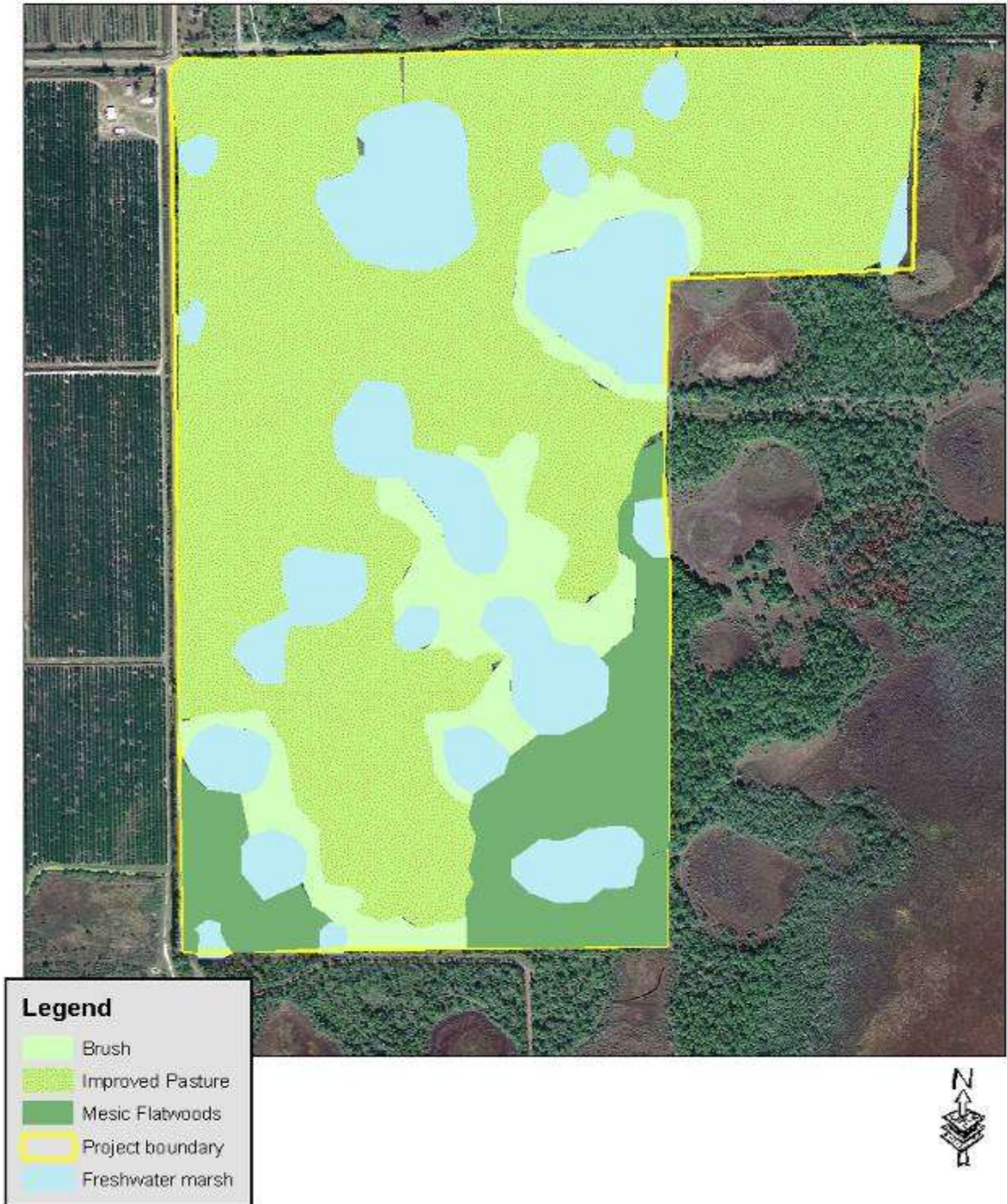
**AUM = Animal Unit Month**, the amount of forage needed to support one (1) animal unit for one (1) month. By definition an AUM is equivalent to 780 lbs. of forage.

**Ac/AU = Acres per Animal Unit**, an abbreviation used to describe the number of acres needed to support one (1) Animal Unit (AU) for 12 months.

**AU = Animal Unit** = One (1) animal unit (AU) is equivalent to one (1) mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for various kinds and classes of animals refer Table 1

### 6. Livestock Forage Inventory Map:

# Collier Co. Starne Lease



**7. Annual Grazing Schedule:**

Annual Grazing Schedules are designed to account for variations in the amount and growth of forage due to changes in climatic conditions. The following schedule should be used as a **guide** only. .

**Suggested Annual Grazing Schedule**

**Cooperator:** Collier County

**Technician:** George Poole

**Date:**

Field	Acres	AU	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	369	53	53	53	53	53	53	53	53	53	53	53	53	53
	<b>Total AU</b>	<b>53</b>												

Supplements:  
X = Protein O = Mineral

XO	XO	XO	O									XO	XO	XO
----	----	----	---	--	--	--	--	--	--	--	--	----	----	----

Suggested Breeding Season

Use as a guide only

**Important: base grazing periods on the forage plants required on the required stubble heights as shown in Section 9. Environmental conditions such as soil moisture, temperature, forage quality, ect. will be considered by the manager when**

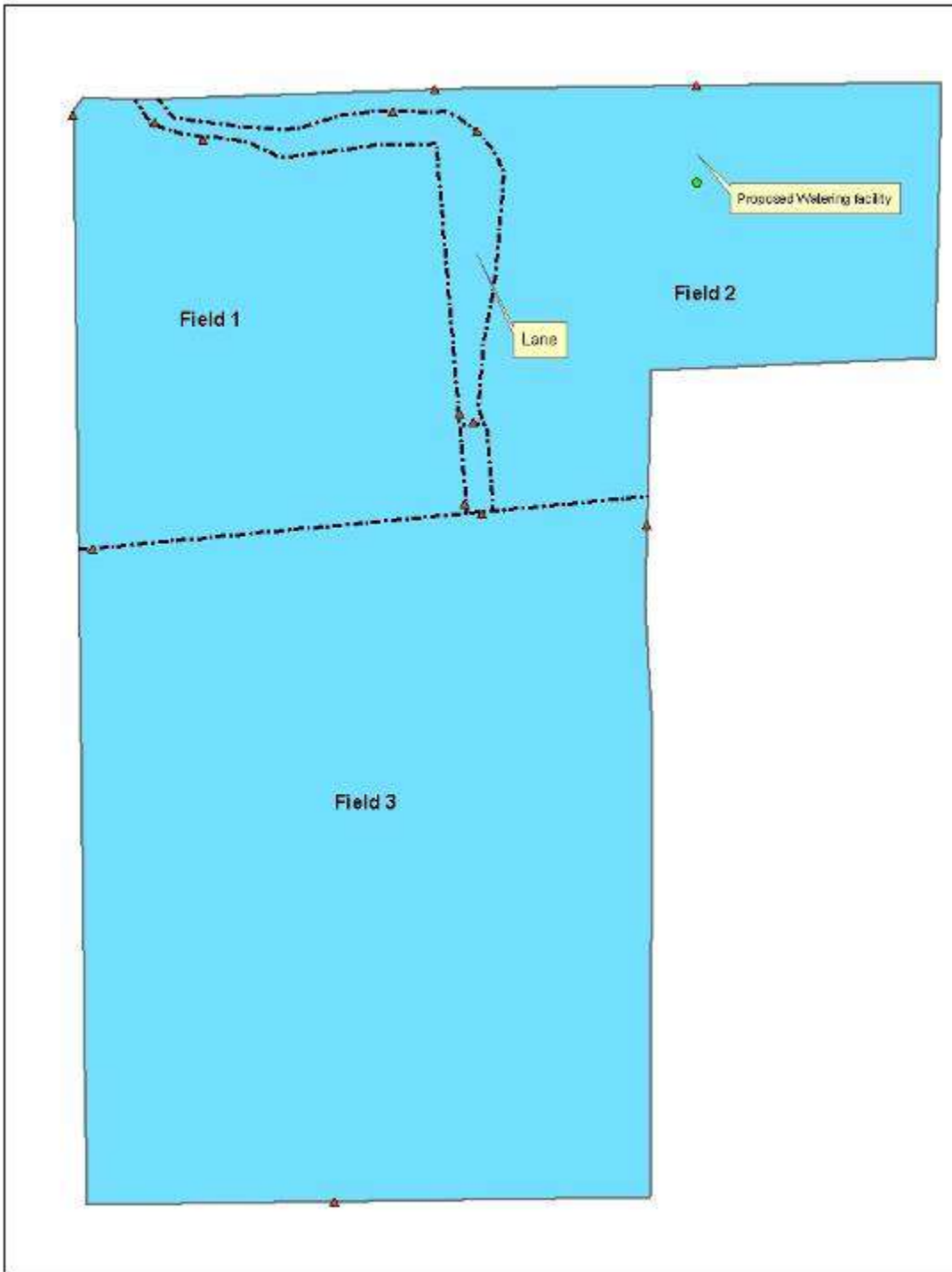
8. Plan Map-Continuous Grazing System with existing fence locations.

### Collier Co. Starne Lease Property





**8a. Proposed Plan Map- 3 pasture rotation system**



## 9. Recommended Grazing Heights and Length of Grazing Periods:

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture because of grazing preferences and animal distribution. Overgrazing adversely affects wildlife habitat, plant growth, water, soil conservation, and plant persistence. Animals prefer improved pasture forages like the one listed below and avoid plants that are coarse and hard to digest. During the late spring, summer and early fall cattle tend graze upland areas and avoid grazing in wetlands such as sloughs and marshes if adequate forage is available. However, limited availability of forage plants on upland areas may induce more grazing of the wetland plants in some seasons, and could result in overgrazing. Under-grazing results in forage waste, reduced quality, and reduced tiller development. Therefore, the number of animals on a specific area must be balanced with available forage to achieve the goals and objectives for this site. This will require monitoring of the forage availability on a regular basis and adjusting the stock density as needed to maintain a unique balance of desirable forage and important wetland vegetation.

The following table lists common forages found in South Florida along with recommended heights to maintain healthy stands of forage:

FORAGE TYPE	Min. Ht. To Begin Grazing	Min. Grazing Ht.
Bahia grass	6"	2"
Limpo grass	12"	4"
Pangola Digitgrass	8"	6"
Maidencane (FWM)	12"	6-8"
Chalky bluestem (Rangeland)	12"	6-8"

Grazing heights for native forage plants is dependent upon the species and the time of year the plant is grazed. For Native Grasses, ***remove no more than 50% (by weight) of the plant in any grazing event*** This will provide proper use of the forage while maintaining sufficient plant material to, provide wildlife habitat, protect the soil resource, and maintain the health of the plant community.

**Grazing periods** should be kept relatively short to prevent the plants from being grazed before they have the opportunity to recover from the last grazing event. This will depend on the size of the herd and the area to be grazed. Use the forage heights shown in the previous table to determine the length of the grazing periods.

**Rest Periods** should be provided between grazing events to all the plants to recovery from the effects of grazing. The recovery periods should be long enough to allow the forages to reach the *Minimum Height to Begin Grazing*. Because the rest periods are based on the growth rate of the plants the length of the rest period will vary. The recommended recovery periods are shown in the following table:

	<b>Resting Periods Based on Forage Growth Rate</b>
--	--

Forage Type	Forage Growth Rate		
	<i>Fast</i> (June 1-Sept 1)	Moderate (Mar 1-June 1 Sept 1 – Nov 1)	<i>Dormant</i> (Nov 1- Mar 1)
Bahiagrass	14-28 days	28-35 days	35-60 days or more
Limpograss	14-21 days	28-35 days	35-60 days or more
Pangolagrass	7-21 days	21-28 days	28-60 days or more
Maidencane	28-35 days	35-45 days	45-60 days or more
Chalky bluestem	28-35 days	35-45 days	45-60 days or more

**10. Adjustments to the Grazing System:**

Adjustments in the grazing management system will be necessary during and after management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of **all** domestic animals for the duration of the deferment.

If buffer areas are developed around specific wetlands or other areas within the Ranch during the restoration process, livestock grazing may be permitted during dry periods of the year. This will help to utilize available forages within the buffer and control woody vegetation. Stocking rates should be adjusted to assure that grazing is complete within one week. The minimum grazing heights listed in Section 9 for corresponding grasses shall not be exceeded.

When prescribed burning is applied, grazing shall be deferred as follows:

Improved pasture areas	30-60 days during the growing season (Mar1-Oct1)
Flatwoods	30-90 days during the growing season (Mar1-Oct1)
Fresh Water Marsh and Slough	30-90 days during the growing season (Mar1-Oct1)

Areas that have been disturbed and planted to native vegetation shall be deferred from grazing for a minimum of 1 complete growing season following planting or until the grass is well established and produces seed. Native grass plantings generally require 2 complete growing seasons to become well established. The deferment shall continue until a NRCS Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.

Areas that have been mechanically treated and/or planted, will be provided a deferment period to allow herbaceous plants to recover. The deferment will be minimum of 90 consecutive days during the period of March 1 to December 1, unless only spot control was applied.

If herbicides used to control common weeds and invasive species the grazing management will be adjusted to meet the requirements (if any) listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label.

**11. Operation and Maintenance:**

The location of mineral and supplement feeders will be moved routinely to evenly distribute grazing animals throughout the pasture. The herd will be rotated to a fresh pasture when the average stubble height falls below the recommended minimum grazing height (See Section 9). When possible, the grazing period should be 14 days or less and the pastures allowed a recovery period of 21 days or until the forage reaches the recommended height to begin grazing (See Section 9).

**12. Contingency Management Plan:**

Forage supplies will be evaluated weekly to determine if forage supplies and quality are adequate to meet livestock demand. When the forage is not adequate, the grazing system will be adjusted or supplemental feed will be supplied.

When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates will be adjusted or additional supplemental feed will be provided.

**COOPERATIVE INTERLOCAL AGREEMENT**

**BETWEEN**

**THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS**

**AND**

**THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

This Agreement is entered into on \_\_\_\_\_, between the Collier County Board of County Commissioners (COUNTY), and the Florida Fish and Wildlife Conservation Commission (COMMISSION).

**WITNESSETH THAT:**

WHEREAS, the COUNTY is a political subdivision created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 125, Florida Statutes to include entering into contracts with public agencies, private corporation or other persons; and

WHEREAS, the COMMISSION is the state entity responsible for protecting and managing Florida's wildlife and aquatic life; and

WHEREAS, this Agreement is authorized by Chapter 163, Florida Statutes which allows the parties to make the most efficient use of their governmental powers; and

WHEREAS, the COUNTY, its successors and assigns, hold title to an undivided ninety-four point four (94.4%) percent interest to 367.7 acres of land, known as the Caracara Prairie Preserve, and CORKSCREW REGIONAL ECOSYSTEM WATERSHED LAND AND WATER TRUST, INCORPORATED, a Florida non-profit corporation, (hereinafter referred to as "TRUST"), holds title to an undivided five point six (5.6%) percent interest to the Caracara Prairie Preserve; and

WHEREAS, by separate agreement the TRUST previously authorized the COUNTY to manage its portion of the Caracara Prairie Preserve; and

WHEREAS, the COMMISSION will be responsible only for management activities to the level typical of other COMMISSION managed properties adjacent to the Caracara Prairie Preserve; and

WHEREAS, any land management activities that are only necessary to fulfill panther habitat mitigation requirements on the Caracara Prairie Preserve and that are above and beyond typical COMMISSION land management activities implemented for the natural communities identified at the Caracara Prairie Preserve will be the responsibility of the COUNTY; and

WHEREAS, the COUNTY desires to provide recreational opportunities, including opportunities for hunting, to the public on Caracara Prairie Preserve; and

WHEREAS, the COMMISSION desires to establish the Caracara Prairie Preserve as a unit of the Corkscrew Regional Ecosystem Watershed Wildlife and Environmental Area (CREW WEA) to allow regulated hunting; and

WHEREAS, the COUNTY deems it necessary, appropriate, and in the public interest to authorize the COMMISSION to incorporate the Caracara Prairie Preserve into the Corkscrew Marsh Unit of the CREW WEA, in accordance with the provisions of Subtitle 68-A, Florida Administrative Code; and

WHEREAS, the COMMISSION currently manages the Corkscrew Marsh Unit of the CREW WEA for the purpose of recreational hunting; and

WHEREAS, the COMMISSION will publish and distribute a pamphlet, attached hereto as Exhibit "B", setting forth the regulations and dates on which hunting will be allowed at the CREW WEA, as well as a map of the area; and

WHEREAS, non-hunting recreational users will have use of the CREW WEA on those days not scheduled and posted in advance as hunting days;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the COUNTY agrees to allow the COMMISSION to manage the Caracara Prairie Preserve subject to the following terms and conditions:

1. **DESCRIPTION OF PREMISES:** The Caracara Prairie Preserve subject to this Agreement is situated in the County of Collier, State of Florida and is described in Exhibit "A" attached hereto.
2. **TERM:** The term of this Agreement shall be for a period of five (5) years from the date of execution, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for five (5) additional terms, with each term totaling five (5) years, based upon conditions outlined in Section 26 entitled "Expiration of the Term."
3. **PURPOSE:** The COMMISSION shall manage the Caracara Prairie Preserve only for the conservation and protection of natural and historical resources and resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in Collier County Ordinance No. 2002-63, as amended (Exhibit "C"), along with other authorized uses necessary for the accomplishment of this purpose as designated in the Habitat Management Plan.
4. **QUIET ENJOYMENT AND RIGHT OF USE:** The COMMISSION shall have the right of ingress and egress to, from and upon the Caracara Prairie Preserve for all purposes necessary to the full quiet enjoyment by said COMMISSION of the rights conveyed herein.

5. **CONSIDERATIONS:** The COMMISSION shall be responsible for all administrative and managerial duties related to public use (i.e., passage of regulation changes, annual publication of area brochure, bag limits) during the periods of allowed hunting. The COMMISSION shall provide law enforcement patrol periodically throughout the year. Such patrols shall include surveillance during hunting seasons and response to special requests. The COMMISSION shall also, to the fullest extent of its lawful authority, prevent the cutting or removal of trees not authorized by the joint owners.
6. **AUTHORIZED USES:** Authorized uses for the purposes of this Agreement shall be defined as those management activities that the COMMISSION are authorized to perform under this Agreement and the approved Habitat Management Plan. The authorized uses shall be consistent with statutory requirements that the Caracara Prairie Preserve be managed and maintained in an environmentally acceptable manner to restore and protect its natural state and condition, including permitting of compatible recreational use. The authorized uses shall at minimum, always include essential site management measures including security, policing, resource protection, public access and recreational use, and habitat management.
7. **UNAUTHORIZED USES:** The COMMISSION shall, through their agents and employees, prevent the unauthorized use of the Caracara Prairie Preserve or any use thereof not in conformance with this Agreement.
8. **OPERATION AND MANAGEMENT COSTS:** The COUNTY herein agrees to fund resource and recreation management of the Caracara Prairie Preserve consistent with the Collier County Ordinance No. 2002-63, as amended, and compatible with the purposes for which the Caracara Prairie Preserve were acquired. Approved maintenance activities proposed for the Caracara Prairie Preserve under this Agreement shall include: posting, law enforcement patrols, exotic plant maintenance (excluding the first 5 years after initial exotic removal), wildlife management, implementation of passive recreational use, prescribed fire application, and mowing.
9. **INSURANCE REQUIREMENTS:** The COUNTY shall be responsible for any improvements or structures located on the Caracara Prairie Preserve. This protection shall be afforded through the purchase of a Real and Personal Property Insurance Policy or through Self Insurance, as the COUNTY deems appropriate.
10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** The COMMISSION shall obtain prior written approval from the COUNTY before constructing or locating any structures on the Caracara Prairie Preserve. No structure shall be constructed or located without prior approval of the COUNTY. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the COUNTY. All permanent structures shall remain the sole and exclusive property of the COUNTY. Temporary structures constructed or located on the Caracara Prairie Preserve by the COMMISSION shall remain the property of the COMMISSION. Removable equipment and removable improvements placed on the Caracara Prairie Preserve by the

COMMISSION which do not become a permanent part of the Caracara Prairie Preserve will remain the property of the COMMISSION, and may be removed by the COMMISSION upon termination of this Agreement.

11. **OPERATION AND MAINTENANCE OF THE CARACARA PRAIRIE PRESERVE AND IMPROVEMENTS:** The COMMISSION shall maintain the real property contained within the Caracara Prairie Preserve and any improvements located thereon, in a state of good condition, working order, and repair, including, but not limited to, keeping the Caracara Prairie Preserve free of trash or litter and in as good condition as the same may be at the effective date of this Agreement and as required and needed to secure the property and provide safe public access. Provided; however, that any removal, closure, etc. of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the Caracara Prairie Preserve and the approved Habitat Management Plan.
12. **ARCHAEOLOGICAL AND HISTORICAL SITES:** Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Caracara Prairie Preserve is prohibited unless prior authorization has been obtained from the Department of the State, Division of Historical Resources. The Habitat Management Plan shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Caracara Prairie Preserve. The COUNTY will notify the Division of Historical Resources immediately if evidence is found to suggest that any archaeological or historic resources may exist.
13. **EASEMENTS:** All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the COUNTY. Any easement not approved in writing by the COUNTY shall be void and without legal effect.
14. **SUBLEASES:** This Agreement is for the purpose specified herein and subleases of any nature are prohibited, without the prior written approval of the COUNTY. Any sublease not approved in writing by the COUNTY shall be void and without legal effect.
15. **SURRENDER OF PREMISES:** Upon termination or expiration of this Agreement, the COMMISSION shall surrender the Caracara Prairie Preserve to the COUNTY. In the event no further use of the Caracara Prairie Preserve or any part thereof is needed, written notification shall be made to the COUNTY at least one (1) year prior to the release of all of any part of the Caracara Prairie Preserve. Notification shall include a legal description of the Caracara Prairie Preserve being released under this Agreement, parcel number(s), and an explanation of the release. The release shall be valid only if approved by the COUNTY through execution of a Release of Agreement instrument with the same formality as this Agreement. Upon release of all or any part of the Caracara Prairie Preserve or upon expiration or termination of this Agreement, all improvements, including both physical structures and modifications to the Caracara Prairie Preserve, shall become the property of the COUNTY, unless the COUNTY gives written notice to the COMMISSION to remove



any or all such improvements at the expense of the COMMISSION. The decision to retain any improvements upon termination of this Agreement shall be at the COUNTY's discretion. Prior to surrender of all or any part of the Caracara Prairie Preserve, a representative of the COUNTY and the COMMISSION shall perform an on-site inspection of the Caracara Prairie Preserve and the keys to any buildings or gates shall be turned over to them. If the Caracara Prairie Preserve and improvements located thereon do not meet all conditions set forth in Section 13, the COMMISSION shall pay all costs necessary to meet the prescribed conditions.

16. **PERMITS:** The COUNTY shall be responsible for securing all local, State and Federal permits required for management actions under this agreement.
17. **TRIPPLICATE ORIGINALS:** The Agreement is executed in triplicate originals, each of which shall be considered an original for all purposes.
18. **ASSIGNMENT:** This Agreement shall not be assigned in whole or in part without the prior written approval of the COUNTY. Any assignment made either in whole or in part without the prior written consent of the COUNTY shall be void and without legal effect.
19. **DEFAULT BY THE COMMISSION AND TERMINATION BY THE COUNTY:** The COUNTY may terminate this Agreement if the COMMISSION proceeds in a manner that violates the terms of this Agreement. Agreement violations shall include the following:
  - A. Construction of permanent structures or other improvements by the the COMMISSION not authorized by the COUNTY, either directly or indirectly through the approval of the Habitat Management Plan, or
  - B. COMMISSION's destruction or degradation of natural systems, rare or endangered habitats that are targeted for preservation, or
  - C. Violation of Federal, State, or local laws, rules, regulations, or ordinances by the COMMISSION, or
  - D. The COMMISSION causes the Caracara Prairie Preserve to be contaminated with hazardous wastes or other pollutants, or
  - E. COMMISSION's failure to comply with the other terms of this Agreement.

If the COUNTY, in its sole opinion, finds that the COMMISSION has committed a violation of the Agreement, the COUNTY will notify the COMMISSION in writing as to the nature of the violation and shall direct the COMMISSION on how it should proceed to remedy, resolve, or rectify the Agreement violation. The COMMISSION will have sixty (60) days from the receipt of the violation notification in which to perform the following:

- A. Proceed in a manner or provide a schedule for the prompt implementation of the COUNTY's corrective action.
- B. Advise the COUNTY how the COMMISSION will implement their own corrective action, including a schedule for completion, provided it will address the Agreement violation.

If the COMMISSION fails to respond to the COUNTY's notification regarding an Agreement violation or fails to implement corrective action, the COMMISSION will be in default of this Agreement and the COUNTY may, at its sole option, terminate this Agreement and recover from the COMMISSION all damages the COUNTY may incur by reason of the default, including, but not limited to, the cost of recovering the Caracara Prairie Preserve or maintain this Agreement in full force and effect and exercise all rights and remedies herein conferred upon the COUNTY.

20. **NO WAIVER DEFAULT:** The failure of the COUNTY to insist in any one or more instances upon strict performance of any one or more of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions, but the same shall continue in full force and effect, and no waiver of the COUNTY's any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the COUNTY.
21. **EXPIRATION OF THE TERM:** In anticipation of the Agreement's expiration, the COMMISSION will notify the COUNTY in writing, twelve (12) months in advance of expiration, of its desire to either extend the term an additional five (5) years, or to allow it to lapse. If the COMMISSION desires to extend the term of the Agreement for an additional five (5) years, a draft scope of services for the proposed extended term shall be submitted to the COUNTY for their review and consideration of approval. The COUNTY shall notify the COMMISSION in writing of any approved Agreement extension and the new term shall commence beginning on the date of notification that the Agreement will be extended. If the COMMISSION fails to notify the COUNTY in writing, twelve (12) months in advance of expiration, of its desire to either extend the term an additional five (5) years, or to allow it to lapse, it will be deemed that all parties have found an Agreement extension to be acceptable and the new term shall commence on the expiration date of the current term. If the COUNTY fails to notify the COMMISSION in writing of any approved Agreement extension, it will be deemed that the COUNTY has found the approved Agreement extension to be acceptable and the new term shall commence on the expiration date of the current term.
22. **TERMINATION:** A party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other parties. However, if such notice is given after February 15, the termination date shall be April 30 of the following calendar year.
23. **CONDITIONS AND COVENANTS:** All of the provisions of this Agreement shall be deemed covenants running with the Caracara Prairie Preserve, and construed to be "conditions" as well as "covenants" as through the words specifically expressing or imparting covenants were used in each separate provision.

24. **HUNTING:** Hunting shall be approved and regulated through the COMMISSION. No hunting shall be allowed on the Caracara Prairie Preserve prior to the effective date of this Agreement. The Caracara Prairie Preserve shall be incorporated into the existing Corkscrew Marsh Unit of the CREW WEA. All hunting regulations, monitoring, and enforcement activities associated with the Corkscrew Marsh Unit of the CREW WEA shall also apply to the Caracara Prairie Preserve.
25. **SIGNAGE:** The COUNTY shall post appropriate signage along the fence along the Caracara Prairie Preserve boundaries and in the interior of the Caracara Prairie Preserve to mark and designate trails, parking areas, restrooms, if any, and any prohibited activities for public safety purposes. The COMMISSION shall, at its expense, post entrance signs at public entrances to the WEA, and shall legally post WEA signs along the perimeter of the WEA.
26. **LIABILITY:** To the extent provided by, and subject to the limitations and conditions specified in s. 768.28, Florida Statutes, the COMMISSION shall be responsible for the acts and omissions of its employees regarding this Agreement. Nothing contained herein shall be construed as a waiver of any limitation of liability which the COMMISSION and the COUNTY may enjoy in accordance with Section 768.28, Florida Statutes, or any other law providing limitations on claims. In addition, nothing contained herein shall be construed as a waiver of any limitation of liability which may be enjoyed by the COUNTY for providing land to the public for outdoor recreational purposes, as provided in ss. 373.1395, 375.251, Florida Statutes, or any other law providing limitations on claims against the COUNTY.
27. **NON-DISCRIMINATION:** As a condition of this Agreement, the COMMISSION and the COUNTY hereby covenant and agree not to discriminate against any individual on the basis of race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.
28. **MODIFICATION OF AGREEMENT:** No waiver or modification of this Agreement shall be valid unless in writing and lawfully executed by all parties. It is the intention of the COMMISSION and the COUNTY that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between and among the parties arising out of or affecting this Agreement unless such waiver or modification is in writing and executed as aforesaid. The provisions of this Section 35 shall not be waived without compliance with said writing and execution requirements.
29. **RELATIONSHIP OF PARTIES:** It is understood that an employer-employee relationship does not exist between and among the COMMISSION and the COUNTY, and neither of the parties shall be responsible for providing Workers' Compensation Insurance and withholding services for the other party or their employees. Each of the parties stipulates that they are not aware of any conflict of interest prohibiting them from entering into this Agreement.

30. **OTHER AGREEMENTS:** This Agreement contains the complete agreement between the COMMISSION and the COUNTY. Each party acknowledges reliance on its own judgment in entering into this Agreement. The COMMISSION and the COUNTY further acknowledge that any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in their dealings with the other party in entering into this Agreement.
31. **PUBLIC RECORDS:** The COMMISSION and the COUNTY shall abide by the provisions of Chapter 119, Florida Statutes, allowing public access to all documents, papers, letters, or other material as applicable.
32. **BREACH OF COVENANT:** In the event that either party shall fail or neglect to perform or observe any covenant contained herein, and such default shall continue for a period of thirty (30) days after receipt of written notice from the offended party to the other, then the offended party may terminate this Agreement.
33. **SEVERABILITY AND CHOICE OF VENUE:** This Agreement shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Collier County, Florida.
34. **PROHIBITION OF DISCRIMINATORY VENDORS:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
35. **PERFORMANCE BY THE COMMISSION:** The COMMISSION'S obligation to perform under this Agreement is subject to the availability of funds and contingent upon an annual appropriation by the Legislature.
36. **GOVERNING LAW** This Agreement shall be governed by and interpreted according to the laws of the State of Florida.
37. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions thereof.

38. **BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties hereto, and its personal representatives, successors, and assigns.

39. **NOTICES:** Any and all notices, requests or other communication hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the COUNTY:                      Collier County Board of County Commissioners  
   Conservation Collier Program  
   301 Tamiami Trail, East  
   Naples, FL 34112  
   239-252-2957

To the COMMISSION:                Florida Fish and Wildlife Conservation Commission  
   620 South Meridian Street  
   Tallahassee, FL 32399-1600

**Each party is signing this agreement on the date stated below that party's signature. The latest date of signing shall be inserted in the first sentence of the first page and shall be deemed the effective date of this Agreement.**

**STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Diane Eggeman, Director  
Division of Hunting and Game Management  
FL Fish and Wildlife Conservation Commission

\_\_\_\_\_  
PRINT/TYPE WITNESS NAME

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT/TYPE WITNESS NAME

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing agreement was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009 by Diane Eggeman, who is personally known to me as Director of  
the Division of Hunting and Game Management, Florida Fish and Wildlife Conservation  
Commission.

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

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

Approved as to form and legality:

\_\_\_\_\_  
Michael Yaun, Commission Attorney  
STATE OF FLORIDA  
COUNTY OF LEON



ATTEST:  
DWIGHT E. BROCK, CLERK

\_\_\_\_\_  
, Deputy Clerk

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Jennifer B. White  
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS OF  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
Fred W. Coyle, CHAIRMAN



## **EXHIBIT "A"**

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

WEST HALF (W1/2) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

**AND**

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

NORTHWEST QUARTER (NW1/4) OF NORTHEAST QUARTER (NE1/4) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

# EXHIBIT "B"

2008-  
2009  
Hunting  
Season

## CREW

Wildlife and Environmental Area

Regulations Summary and Area Map  
July 1, 2008 - June 30, 2009



A cooperative public wildlife and recreational area

South Florida Water  
Management District



Florida Fish and Wildlife  
Conservation Commission

MyFWC.com

This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the CREW Wildlife and Environmental Area. **Regulations that are new or differ substantially from last year are shown in bold print.** Area users should familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission's wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at [MyFWC.com](http://MyFWC.com).

Persons using wildlife and environmental areas are required to have appropriate licenses, permits and stamps. The following persons are exempt from all license and permit requirements (except for quota permits when listed as "no exemptions," recreational use permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp.

Hunting, trapping and fishing licenses, and management area, archery, muzzleloading gun, wild turkey and state waterfowl permits may be purchased from county tax collectors, license agents, the Internet at [MyFWC.com/license](http://MyFWC.com/license) or by telephone at 1-888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp, available where hunting licenses are sold, at most post offices or at [duckstamp.com](http://duckstamp.com).

### QUOTA PERMIT INFORMATION:

**Archery** - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).

**Muzzleloading Gun** - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).

**General Gun** - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).

**Spring Turkey** - 5 (Corkscrew Marsh Unit), 5 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions) for each of 2 hunts.

Permit applications (**all application dates are for 2008**): Hunters must submit electronic applications for quota and special-opportunity permits at a license agent, county tax collector's office or online at [MyFWC.com](http://MyFWC.com). Most quota and special-opportunity permits are issued during a random drawing, which includes all applications submitted during the times and dates listed below. Any remaining permits are issued first-come, first-served.

A worksheet with a list of available permits may be obtained 1 - 2 weeks before each application period from FWC offices, tax collectors, license agents and online at [MyFWC.com](http://MyFWC.com). Application for random drawings begins 10 a.m. eastern time on the first day of the application period and ends midnight eastern time on the last day. **Archery/Muzzleloading Gun and General Gun** quota permit applications may be submitted June 2 - 12. **Spring Turkey** quota permit applications may be submitted October 28 - November 6.

**Youth and Mentor exemptions:** One youth hunter (15 years of age or younger) hunting during seasons listed as "no exemptions" or one mentor license holder and their respective supervisor may access the area and participate in any quota hunt (except special-opportunity), provided at least one hunter holds a valid quota permit and both hunters share a single bag limit of game. A supervisor for a youth must be 18 years of age or older. A supervisor for a mentor license holder must be a licensed hunter, 21 years of age or older. Only those supervisors with proper licenses and permits may hunt.

Transfer of permits: Quota permits are transferable. Quota permits issued to exempt hunters are transferable only to another person with the same type of exemption, except permits marked "exempt senior" may be transferred to a youth younger than 16 years of age. The sale or purchase of any quota permit is prohibited.

### GENERAL AREA REGULATIONS:

All general laws and regulations relating to wild animal life or freshwater aquatic life shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. This is not required during an archery-only season.
2. Taking of spotted fawn, swimming deer or roosted turkey is prohibited. Species legal to take are listed under each season.

3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as "CLOSED" to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from one-half hour before sunrise until one-half hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hogs may not be transported alive.
16. It is unlawful for any person to leave any garbage or refuse or in any way litter in the area.
17. It is unlawful to set fire to any forest, grass or woodlands.
18. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.
19. Fires other than campfires at approved campsites are prohibited.
20. Planting of trees, shrubs or other vegetation is prohibited without written authorization from the landowner or the Commission.

#### **PUBLIC ACCESS AND VEHICLES:**

1. Open to public access year-round, but only from 2 hours before sunrise until 2 hours after sunset, unless camping at a designated campsite.
2. All persons shall enter and exit the area at a designated entrance.
3. The use of tracked vehicles, swamp buggies, motorcycles, all-terrain vehicles or vessels, except canoes or kayaks, is prohibited, except swamp buggies may be operated by individuals possessing a valid quota permit.
4. Vehicles may be operated only on named roads or numbered roads designated for vehicles.
5. During archery, muzzleloading gun, general gun and spring turkey seasons and beginning at 8 a.m. the day prior to the opening of each season, vehicles may also be operated on named or numbered trails by persons in possession of a valid quota permit.
6. Parked vehicles may not obstruct a road, gate or firelane.
7. No motor vehicle shall be operated on any part of any wildlife and environmental area that has been designated as closed to vehicular traffic.
8. The use or possession of horses is prohibited, **except by individuals with written authorization from the South Florida Water Management District.**

#### **HUNTERS AND CHECK STATIONS:**

1. Hunting equipment and dogs may be taken onto the WEA after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. one day after the end of the season.
2. Hunters shall enter the area no earlier than 2 hours before sunrise and shall exit no later than 2 hours after sunset, unless camping at a designated campsite.

3. Hunters shall enter and exit the area at a designated entrance, except hunters entering or exiting the Corkscrew Marsh Unit shall use Gates 5 or 6 only.
4. Hunters shall check in and out at a designated check station when entering and exiting the area and check all game taken.
5. No deer or turkey shall be dismembered until checked at a check station.

#### **GUNS:**

1. Hunting with centerfire or rimfire rifles is prohibited.
2. **All firearms shall be securely encased in a vehicle, vessel, camper or tent, during periods when they are not a legal method of take.** Persons in possession of a valid Concealed Weapon or Firearm License may carry concealed handguns.
3. **Target practice is prohibited.**
4. Hunting with a gun and light is prohibited.
5. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing two or more balls.
6. Children under the age of 16 may not be in possession of a firearm unless in the presence of a supervising adult.
7. No person shall have a gun under his control while under the influence of alcohol or drugs.
8. For taking non-migratory game, only shotguns, pistols, longbows (including compound and recurve bows), crossbows (during the general gun season, small game and spring turkey seasons or by permit), muzzleloading rifles or falconry may be used.
9. For taking migratory game, only shotguns, bow and arrow (not crossbows), and falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than three shells in the magazine and chamber combined.
10. Firearms using rimfire or non-expanding, full metal jacket (military ball) ammunition are prohibited for taking deer.
11. Fully automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than five rounds, explosive or drug-injecting devices and setguns are prohibited.

#### **DOGS:**

1. **Hunting with dogs is prohibited, except bird dogs or retrievers may be used during general gun and small game seasons.**
2. **Dogs on leashes may be used for trailing wounded game.**
3. **For purposes other than hunting, dogs are allowed, but must be kept under physical restraint at all times.**

#### **CAMPING:**

1. **Camping** is allowed at designated sites by persons with written authorization from the South Florida Water Management District (239-657-2253) or by persons in possession of a valid quota permit.
2. Camping equipment may be taken onto the area after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. one day after the end of the season.
3. No persons shall bring building materials onto the area or erect permanent or semi-permanent structures.

#### **BAG AND POSSESSION LIMITS:**

1. Deer - Flint Pen Strand / western Bird Rookery Swamp Units: One per quota permit, daily limit 2, possession limit 4.
2. Wild hog - No size or bag limit.
3. Turkey - One per quota permit, daily limit 1, season limit 2, possession limit 2.
4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each game species.
5. Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Bobcat and otter - Prohibited.
7. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

#### ARCHERY SEASON:

September 6 - 14.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, archery permit and migratory bird permit (if hunting migratory birds).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to the Archery Season - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting deer is prohibited in the Corkscrew Marsh Unit.
2. Hunting with firearms or crossbows is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

#### MUZZLELOADING GUN SEASON:

October 11 - 13.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, muzzleloading gun permit and migratory bird permit (if hunting migratory birds).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to the Muzzleloading Gun Season - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting deer is prohibited in the Corkscrew Marsh Unit.
2. Only muzzleloading guns are allowed for hunting, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

#### GENERAL GUN SEASON:

October 25 through November 2.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to the General Gun Season - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting deer is prohibited in the Corkscrew Marsh Unit.
2. Hunting with bird dogs or retrievers is allowed.
3. Hunting with centerfire or rimfire rifles is prohibited.

#### SMALL GAME SEASON:

November 29 through December 26.

Permit, Stamp and License Requirements - Hunting license, management area permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to the Small Game Season - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting with bird dogs and retrievers is allowed.
2. Hunting with centerfire and rimfire rifles is prohibited.

TRAPPING: Prohibited.

#### SPRING TURKEY SEASON:

March 7 - 10 and 11 - 15.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit and wild turkey permit.

Legal to Take - Bearded turkey or gobbler.

Regulations Unique to the Spring Turkey Season - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting turkey with centerfire or rimfire rifles is prohibited.
2. Legal shooting hours are one-half hour before sunrise until 1 p.m.
3. The taking of any other animal is prohibited.

#### MIGRATORY BIRD SEASONS:

Rail, common moorhen, mourning dove, white-winged dove, snipe, duck, geese, coot, woodcock and crow may be hunted during seasons established by the Commission for these species that coincide with the archery, muzzleloading gun, general gun or small game seasons.

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - See Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to the Migratory Bird Seasons - In addition to these regulations, all General Area Regulations shall apply.

1. The use of lead shot for taking duck, geese and coot is prohibited.
2. Centerfire shotguns are allowed during established area seasons when one or more migratory birds are legal to take.

#### FISHING AND FROGGING:

Allowed year-round.

Permit, Stamp and License Requirements - Fishing license (not required when frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All General Area Regulations and General Freshwater Fishing Regulations shall apply. Shooting frogs is allowed only during the listed open hunting seasons and only with the legal methods of take during each particular season.

#### GENERAL INFORMATION:

1. Anyone born on or after June 1, 1975 must have passed a Commission-approved hunter-safety course prior to being issued a hunting license.
2. If you have any questions about this material, please call the Fish and Wildlife Conservation Commission South Region Office at 561-625-5122 (TDD 800-955-8771).

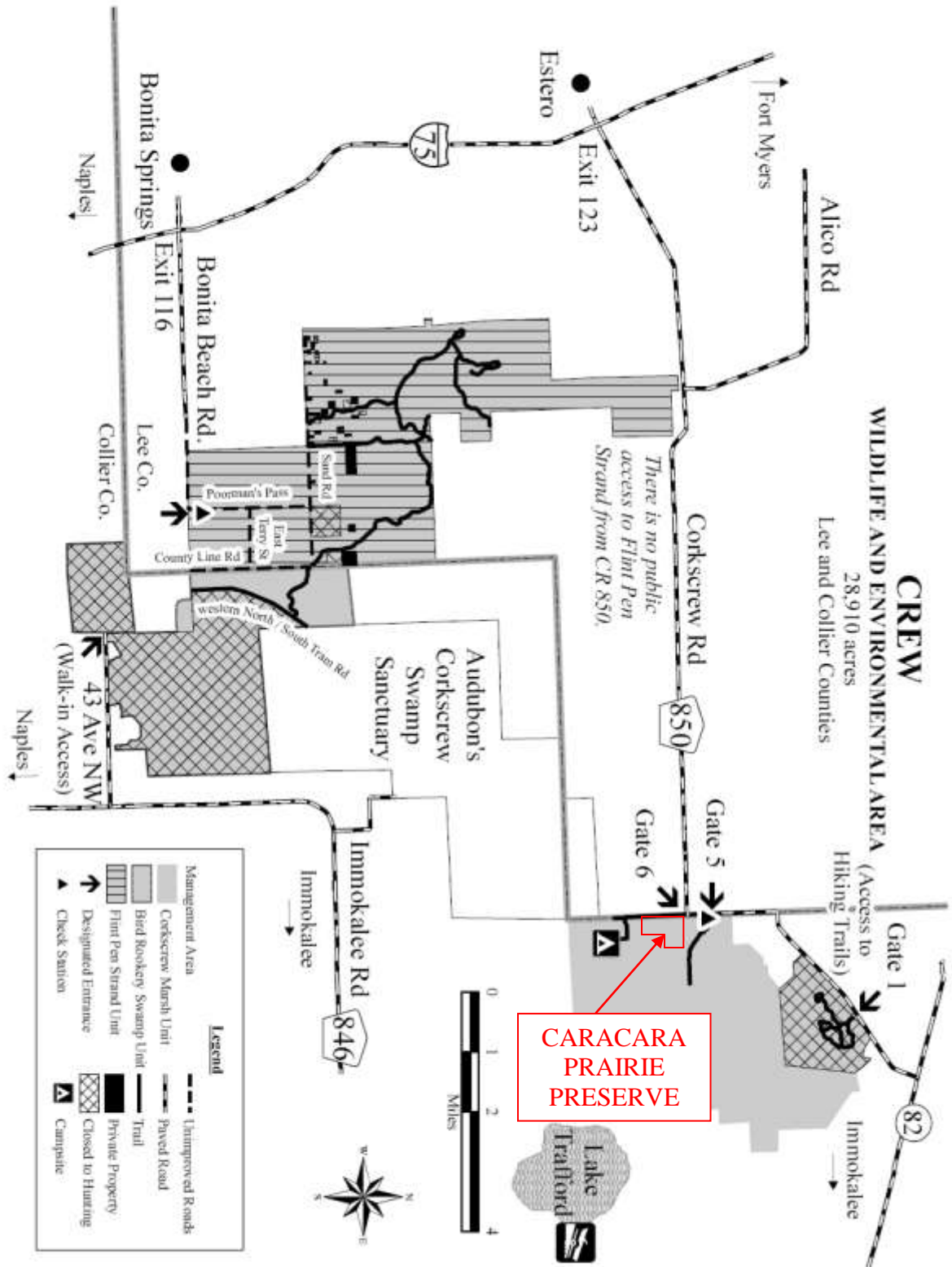
#### SOUTH FLORIDA WMD INFORMATION:

This land was acquired under the Save Our Rivers (SOR) Program. The purpose of SOR is to conserve and protect unique and irreplaceable lands, restore areas to their original condition as much as possible and allow controlled multiple recreational and educational uses consistent with this purpose.

#### COOPERATION REQUESTED:

*If you see law violators or suspicious activities, contact your nearest Commission regional office or call 1-888-404-FWCC. You may qualify for a cash reward from the Wildlife Alert Reward Association.*

*The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or handicap. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 20 percent of the cost of the program.*





## EXHIBIT "C"

ORDINANCE NO. 2007- 65

**AN ORDINANCE AMENDING ORDINANCE NO. 2002-63, WHICH ESTABLISHED THE CONSERVATION COLLIER PROGRAM, BY REVISING SECTION SIX: CREATION OF THE CONSERVATION COLLIER ACQUISITION FUND; SECTION EIGHT: LAND ACQUISITION ADVISORY COMMITTEE; SECTION TEN: CRITERIA FOR EVALUATING LANDS FOR ACQUISITION AND MANAGEMENT; SECTION ELEVEN: ACQUISITION LIST; SECTION TWELVE: NOMINATION OF ACQUISITION PROPOSALS AND CANDIDATE SITES; SECTION THIRTEEN: PROCEDURE FOR SELECTION OF ACQUISITION PROPOSALS FOR PLACEMENT ON THE ACTIVE ACQUISITION LIST AND SUBSEQUENT PURCHASE PROCEDURES; SECTION FOURTEEN: MANAGEMENT PLANS AND USE OF ENVIRONMENTALLY SENSITIVE LANDS; SECTION FIFTEEN: RESPONSIBILITIES OF THE COUNTY MANAGER; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN CODE OF LAWS AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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SOLICITOR GENERAL  
TALLAHASSEE, FLORIDA

WHEREAS, Collier County has studied various methods for the acquisition of environmentally sensitive land for conservation, preservation and urban green space; and

WHEREAS, Collier County has Home Rule Powers established by the Florida State Legislature pursuant to *Florida Statutes*, Chapter 125 and has the power to carry on government to the extent not inconsistent with general law; and

WHEREAS, Collier County desires to provide a mechanism to equitably deal with the implementation of the Community Character Plan, the Comprehensive Growth Management Plan, which recommend acquisition of environmentally sensitive lands; and

WHEREAS, on Tuesday, November 5, 2002, the electorate of Collier County authorized the County to levy a 0.25 mill ad valorem property tax for a period not to exceed 10 (ten) years, for acquisition, protection, restoration, and management of environmentally sensitive lands in Collier County for the benefit of present and future generations; and

WHEREAS, Collier County's significant natural resources, productive estuaries and wetlands, remarkable biodiversity, and unique subtropical habitats harboring many species of rare and endangered flora and fauna merit the most protection any county's citizens' could offer; and

WHEREAS, it is the intent of the Board of County Commissioners of Collier County to establish Conservation Collier to implement this mandate and to support its purposes to the fullest, limiting all uses of, and all investment earnings on, such levies to such purposes; and

WHEREAS, the Collier County Board of County Commissioners recognizes the need for the creation of an advisory board to advise the County and the public in the implementation of the program and the selection of project sites for acquisition; and

WHEREAS, the Collier County Board of County Commissioners, in recognition of the fact that the proposed environmentally sensitive lands are to be purchased in whole or in part through a special ad valorem assessment, hereby recognize the rights of our citizens to have reasonable public access and for all our citizens to partake and enjoy various outdoor activities in a reasonable and environmentally friendly manner on lands purchased with these funds; and

WHEREAS, the Board of County Commissioners will ensure that Conservation Collier is a willing participant program and shall utilize only methods of voluntary acquisition;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

**SECTION 1: Name:**

This ordinance shall be known as Conservation Collier Implementation Ordinance.

**SECTION 2: Objectives:**

Conservation Collier is therefore hereby established to acquire, preserve, restore, and maintain vital and significant threatened natural lands, forest, upland and wetland communities located in Collier County, for the benefit of present and future generations.

**SECTION 3 – Findings:**

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. All ad valorem funds generated hereby shall be collected by the Collier County Tax Collector.
3. The County Manager, or his or her designee, shall administer this program in accordance with the procedures and criteria provided for herein.

**SECTION 4 – Purpose and Intent:**

1. To acquire, protect and manage environmentally sensitive lands that contain natural upland or wetland communities, native plant communities, rare and endangered flora and fauna, endemic species, endangered species habitat, a diversity of species, significant water resources, or outstanding aesthetic or other natural features, maximizing protection of Collier County's rarest, most unique and endangered habitats;
2. To acquire, protect and manage environmentally sensitive lands that offer the best human social value, including equitable geographic distribution, natural resource based recreation, and protection of water resources, local ecological awareness, and enhancement of the aesthetic setting of Collier County;
3. To acquire, protect and manage environmentally sensitive lands that serve to recharge the County's aquifers and protect its wetlands and surface water resources to ensure the delivery of clean and plentiful water supplies and provide flood control;
4. To acquire, protect and manage environmentally sensitive lands containing the most biological value, including biodiversity, listed species habitat, connectivity, restoration potential, and ecological quality;
5. To protect present conservation lands by acquiring, protecting and managing adjacent properties which, if not acquired, would threaten the environmental integrity of the existing resource, or which, if acquired, would enhance and buffer the environmental integrity of the resource, and add to resource connectivity;

6. To restore the natural functions, as necessary, to any impacted and vulnerable habitats which would then contribute significantly to fulfilling this program's goals;
7. To help implement the objectives and policies of the Collier County Growth Management Plan which have been promulgated to preserve and protect environmental protection areas designated in the Plan and other natural forest resources, wetlands, endangered species habitat, and vulnerable rare habitats;
8. To identify Collier County's best and most endangered environmental lands for acquisition, protection and management by evaluating the biological and hydrological characteristics and viability of the resource, the vulnerability of the resource to degradation or destruction, and the feasibility of managing the resource to maintain its natural attributes;
9. To manage acquired environmentally sensitive lands with the primary objectives of maintaining and preserving their natural resource values, and providing appropriate natural resource-based recreational and educational opportunities, by employing management techniques that are most appropriate for each native community so that our natural heritage may be preserved and appreciated by and for present and future generations;
10. To have the acquired sites available, with minimal risk to the environmental integrity of the site, to educate Collier County's school-age population and the general public about the uniqueness and importance of Collier County's subtropical ecosystems and natural communities;
11. To protect natural resources which lie within the boundaries of other conservation land acquisition programs, where Conservation Collier funds would leverage significant other matching sources of funding for other agency acquisition projects that would not be available without such a local match, or which would result in considerably higher funding rank in another program, however, Collier County shall exclude Municipalities within the County from any requirement to provide matching funds; and,
12. To cooperate actively with other acquisition, conservation, and resource management programs, including, but not limited to, such programs as the State of Florida Conservation and Recreation Lands program, the Land Acquisition Trust Fund, Florida Forever, and Save Our Rivers program, where the purposes of such programs are consistent with the purposes of Conservation Collier as stated hereinabove.

**SECTION 5- Definitions:**

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

1. "Acquisition proposal" shall mean (a) parcel(s) of land which has/have been nominated or recommended for conservation in accordance with the procedures provided for herein.
2. "Acquisition project" shall mean (a) parcel(s) of land approved by the Board of County Commissioners for conservation by the county in accordance with procedures provided for herein.
3. "Authorized Purpose" means expenditures authorized herein.
4. "Non-profit organization" shall mean an organization as defined in section 501 of the United States Internal Revenue Code, operating in Collier County, which includes among its primary goals the conservation of natural resources and the protection of the environment.



5. "Buffer land" shall mean that land which is adjacent to publicly-owned environmental land, or privately held land permanently dedicated to conservation, or that land which is an in-holding within publicly-owned environmental land, and which, if not acquired, would threaten the environmental integrity of the existing resource, or if acquired, would enhance the environmental integrity and connectivity of the resource.

6. "Environmentally sensitive" land shall mean that land which contains natural upland or wetland communities, native plant communities, rare and endangered flora and fauna, endemic species, endangered species habitat, a diversity of species, significant water resources, or outstanding aesthetic or other natural features.

7. "Management" shall mean the preservation, enhancement, restoration, conservation, monitoring, or maintenance of the natural resource values of environmentally sensitive lands which have been acquired or approved for management under Conservation Collier, including provision of appropriate public access.

8. "Target Protection Areas" shall mean larger areas of environmentally sensitive land within which are located specific sites which generally satisfy the initial screening criteria and meet the goals of Conservation Collier.

9. "Natural resource-based recreation" shall mean all forms of uses which are consistent with the goals of this program, and are compatible with the specific parcel. Such uses shall include, but not be limited to, hiking, nature photography, bird-watching, kayaking, canoeing, swimming, hunting and fishing.

**SECTION 6 - Creation of the Conservation Collier Acquisition Trust Fund.**

Collier County shall establish the Conservation Collier Acquisition Trust Fund for use in acquiring environmentally sensitive lands in Collier County. This fund shall receive and disburse monies in accordance with the provisions herein.

1. The Conservation Collier Acquisition Trust Fund shall receive monies from the following sources:

a. All monies accepted by Collier County in the form of federal, State, or other governmental grants, reimbursements, allocations, or appropriations, foundation or private grants, donations for acquisition of environmentally sensitive lands and payments provided for mitigation activity associated with such acquisition activity.

b. Such additional allocations as may be made by the Board of County Commissioners from time to time for the purposes set forth herein.

c. All interest generated from the sources identified herein except where monies received have been otherwise designated or restricted.

d. Supplementation from the Conservation Collier Management Trust Fund, but only with the approval of the Collier County Board of County Commissioners.

e. Up to Eighty-five percent (85%)(75%) of all ad valorem revenues collected for Conservation Collier.

f. The proceeds of any property acquired with funds from the Conservation Collier Acquisition Trust Fund that is leased or sold by the County, said proceeds, as determined by the Board of County Commissioners, to be committed either to the Conservation Collier Acquisition

Trust Fund or to the Conservation Collier Management Trust Fund for the purposes provided for herein. Any such sale or lease shall only be in accordance with the goals of this Program.

g. Prior to acquiring land located within a Municipality's boundaries, approval must first be obtained from the governing body of that Municipality.

2. The Conservation Collier Acquisition Trust Fund shall be maintained in a separate and segregated trust fund of the County to be used solely for the authorized purposes set forth herein.

3. Disbursements from the Conservation Collier Acquisition Trust Fund shall be made only for the following authorized purposes:

a. Acquisition of properties which have been approved for purchase by ~~resolution of~~ the Board of County Commissioners.

b. Costs associated with each acquisition including, but not limited to, appraisals, surveys, environmental reports, title commitments and insurance policies ~~search-work~~, real property taxes, documentary stamps and surtax fees, and other transaction costs.

c. Costs of administering Conservation Collier, including any loans from the General Fund for funding start-up costs until such time as the fund is closed. Administration of the program may be conducted by County staff or by contract with a private or not for profit entity subject to meeting all County and Conservation Collier purchasing policies ~~procedures~~. Administrative costs shall be limited to the greatest extent possible.

d. To undertake and carry out studies and analyses of county conservation land needs and ways of meeting those needs, limited to no more than \$150,000.00

e. To acquire and dispose of real and personal property or any interest therein when ~~such acquisition is~~ necessary or appropriate to protect the natural environment, provide public access or public recreational facilities, preserve wildlife habitat areas or provide access to management of acquired lands; to acquire interests in land by means of land exchanges; and to enter into alternatives to the acquisition of fee interests in land, including, the acquisition of easements, life estates, leases, and leaseback arrangements.

f. Acquisitions consistent with the Collier County Land Development Code ~~land development regulations~~ and the Growth Management Plan.

g. To cooperate with other local, regional, state, or federal public land acquisition programs. In such cases, the County may enter into contractual or other agreements to acquire lands jointly or for eventual resale to other public land acquisition programs in Collier County.

h. All lands acquired and titled solely in the name of Collier County shall be managed by Collier County, wherever located, unless by mutual written agreement management arrangements and responsibilities are undertaken with other local, regional, state, or federal agencies. All lands jointly acquired with other local, regional, state, or federal agencies, including Municipalities, shall include, as part of the acquisition process, some mutual written agreement regarding the responsibilities of the joint owners for maintenance.

i. To borrow money through the issuance of bonds for the purposes provided herein, to provide for and secure the payment thereof, and to provide for the rights of the holders thereof.

j. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in such investments as may be authorized for trust funds under *Florida Statutes, Section 215.47* as amended.

k. To insure and procure insurance against any loss in connection with any of the trust's operations, including without limitation:

- a. The repayment of any loans to mortgage lenders or mortgage loans;
- b. Any project;
- c. Any bonds of the County;

Insurance may be procured in such amounts and from such insurers, including the Federal Government, as may be deemed necessary or desirable by Collier County.

l. To engage the services of private consultants on a contract basis for rendering professional and technical assistance and advice.

m. To identify parcels of land that would be appropriate acquisitions.

n. To do any and all things necessary or convenient to carry out the purposes of, and exercise the powers given and granted herein to the full extent of the law.

**SECTION 7 - Creation of the Conservation Collier Management Trust Fund:**

There is hereby created the Conservation Collier Management Trust Fund (hereinafter referred to as the Conservation Collier Management Trust Fund) for the preservation, enhancement, restoration, conservation and maintenance of environmentally sensitive lands that either have been purchased with monies from the Environmentally Sensitive Lands Acquisition Trust Fund, or have otherwise been approved for management. The Finance Director is hereby authorized to establish the Conservation Collier Management Trust Fund and to receive and disburse monies in accordance with the provisions of this section.

1. The Conservation Collier Management Trust Fund shall be maintained in a separate and segregated trust fund of the County to be used solely for the authorized purposes set forth herein.

2. The Conservation Collier Management Trust Fund shall receive monies from the following sources:

a. Ad-valorem taxes collected for Conservation Collier in an amount not to exceed 15% of the total collected in any one year.

b. All monies accepted by Collier County in the form of federal, State, or other governmental grants, allocations, or appropriations, as well as foundation or private grants and donations, for management of lands acquired with the Conservation Collier Acquisition Trust Fund or otherwise approved for management.

c. Additional allocations as may be made by the Board of County Commissioners as necessary from time to time for purposes strictly consistent with the goals and purposes of Conservation Collier.

d. All interest generated from the sources identified herein, except where monies received have been otherwise designated or restricted.

3. Disbursements from the Conservation Collier Management Trust Fund shall be made by the County Manager or his or her designee only in accordance for the authorized purposes set forth herein.

**SECTION 8 – Land Acquisition Advisory Committee:**

1. Creation and Purpose: The Land Acquisition Advisory Committee is hereby established to assist the Board of County Commissioners in establishing an Active Properties Acquisition List with qualified purchase recommendations consistent with the goals of Conservation Collier.

2. Appointment and Composition: The Land Acquisition Advisory Committee shall be composed of nine (9) members who are appointed by and will serve at the pleasure of the Board of County Commissioners in accordance with Ordinance No. 2001-55. Membership of the Land Acquisition Advisory Committee shall comprise broad and balanced representation of the interests of Collier County citizens, including:

- a. Environmental and conservation interests in Collier County;
- b. Agricultural and business interests in Collier County;
- c. Educational interests in Collier County; and
- d. General civic and citizen interests from throughout the county.

Individual members of the Land Acquisition Advisory Committee shall have expertise, knowledge or interest in ecology, conservation of natural resources, real estate or land acquisition, land appraisal, land management, eco-tourism or environmental education. A nominee shall submit to the Board of County Commissioners written evidence of his or her expertise, knowledge or interest in any of the above. The members of this committee should include representatives from different areas of Collier County.

3. Terms of Office: The initial terms of office of the members shall be staggered between the individual interests, for balance purposes, and be set as follows:

- a. Three (3) members shall serve three (3) years.
- b. Three (3) members shall serve two (2) years.
- c. Three (3) members shall serve one (1) year.

Thereafter, all appointments shall be for a term of three (3) years. The process for appointments and terms of office shall be governed by Collier County Ordinance No. 2001-55.

4. Officers, Quorum and Rules of Procedure: At its earliest opportunity, the membership of the Committee shall elect a chairperson and vice chairperson from among the members. Officers' terms shall be for a period of one (1) year, with eligibility for reelection.

The presence of five (5) or more members shall constitute a quorum of the Committee necessary to take action and transact business. The Committee shall, by majority vote of the entire membership, adopt rules of procedure for the transaction of business. The Land Acquisition Advisory Committee shall comply with the applicable requirements of the Florida Sunshine Law, and shall keep a written record of meetings, resolutions, findings and determinations in accordance with Chapter 112, *Florida Statutes*. Copies of all Committee minutes, resolutions, reports, and exhibits shall be submitted to the Board of County Commissioners.

5. Attendance and Vacancies: Committee member attendance requirements, including failure to attend meetings and member removal from office are governed by Collier County Ordinance No. 2001-55, as amended.

6. Functions, Powers and Duties of the Land Acquisition Advisory Committee: The Land Acquisition Advisory Committee shall have the following duties and responsibilities:

a. The Land Acquisition Advisory Committee's primary responsibility is to recommend to the Board of County Commissioners an Active Properties Acquisition List with qualified purchase recommendations consistent with the goals of Conservation Collier and pursuant to the policies outlined herein below.

b. The Land Acquisition Advisory Committee may, from time to time, recommend to the Board of County Commissioners proposed expenditures from the Conservation Collier Trust Funds; additional selection or acquisition policies, procedures, and programs; and other such matters as may be necessary to fulfill the purposes of Conservation Collier. However, the goals and primary criteria of Conservation Collier may not be modified except by countywide referendum vote.

c. The Land Acquisition Advisory Committee shall have no power or authority to commit Collier County to any policies, to incur any financial obligations or to create any liability on the part of the County. The actions and recommendations of the Land Acquisition Advisory Committee are advisory only and shall not be binding upon the County unless approved or adopted by the Board of County Commissioners.

d. At such time as there are insufficient uncommitted funds in the Conservation Collier Acquisition Trust Fund to conclude another acquisition and all acquisition projects have been closed, the Land Acquisition Advisory Committee shall report to the County Commission that its business is concluded. All remaining Conservation Collier Acquisition Trust Fund monies shall then be transferred to the Conservation Collier Management Trust Fund.

7. Review of the Land Acquisition Advisory Committee: The Land Acquisition Advisory Committee shall be reviewed by the Board of County Commissioners every four years in accordance with the provisions of Section Nine of Collier County Ordinance No. 2001-55, as amended.

**SECTION 9 - Property Eligible for Acquisition and Management:**

1. Properties eligible to be considered for acquisition and management under Conservation Collier shall be only environmentally sensitive lands available from willing and voluntary participants.

2. Acquisition of property shall not be constrained based on the immediate availability of management money.

3. Any environmentally sensitive land not on the acquisition list which is offered for conveyance or donation to Collier County and is proposed for management by Conservation Collier shall be evaluated as provided for herein below and may only be accepted and approved for management by the Board of County Commissioners.

**SECTION 10 - Criteria for Evaluating Lands for Acquisition and Management:**

1. The evaluation of each acquisition proposal shall be based on satisfying at least two of the initial screening criteria below. Qualified sites shall then be further prioritized by secondary evaluative criteria listed below under Section 2. The initial screening criteria are:

a. Land with the most rare, unique and endangered habitats found in Collier County, order of preference: tropical hardwood hammocks, xeric oak scrub, coastal strand, native beach, xeric pine, riverine oak, high marsh (saline), tidal freshwater marsh, other native habitats.

b. Lands offering the best human social values, including equitable geographic distribution, appropriate access for natural resource-based recreation, and enhancement of the aesthetic setting of Collier County.

c. Land which protects the most water resource values, including aquifer recharge, water quality, wetland dependant species habitat, and flood control.

d. Land containing the most biological value, including biodiversity, listed species habitat, connectivity, restoration potential, and ecological quality.

e. Land which enhances and/or protects the environmental value of current conservation lands through function as a buffer, ecological link, or habitat corridor.

f. Any qualified land which meets at least two of the above criteria, and has matching funds available and/or which Conservation Collier funds availability would leverage a significantly higher funding rank in another acquisition program. ~~Without such funding circumstances, Conservation Collier funds shall not be available for projects within the jurisdiction of another agency's acquisition boundaries.~~

2. Those proposed acquisition proposals which are initially qualified under the screening criteria shall be evaluated and ranked by the staff and Land Acquisition Advisory Committee using Secondary Ranking Criteria based on site visit information which confirms or refutes the initial screening criteria evaluation, and based on comparative size (to prefer larger of similar parcels), vulnerability to destruction (to prefer most threatened of qualified parcels), overall resource ecological quality (to prefer highest quality of similar parcels) and the estimated feasibility and costs of management (to prefer most manageable parcels).

3. The Board of County Commissioners hereby shall approve and make a part hereof the attached initial list of Target Protection Areas within which are located specific sites which generally satisfy the initial screening criteria and meet the goals of Conservation Collier. Inclusion on this list is not a guarantee of any specific purchase. All specific proposals will be evaluated and ranked by staff and the Land Acquisition Advisory Committee for a recommendation of approval to the Board of County Commissioners.

In accordance with the goals, policies and procedures of this Conservation Collier Implementation Ordinance, the following list is the first Target Protection Areas adopted for consideration by the Land Acquisition Advisory Committee, County Staff and the Board of County Commissioners.

a. All designated Urban lands on the Future Land Use Map of the Collier County Growth Management Plan with predominantly native vegetative cover.

b. All Collier County Natural Resource Protection Areas and Sending Lands, as shown on the Future Land Use Map of the Collier County Growth Management Plan.

c. All undeveloped lands with predominately native vegetative cover in the Northern Golden Gate Estates, as shown on the Future Land Use Map of the Collier County Growth Management Plan.

d. The Flow-way and Habitat Stewardship Areas as depicted on the Future Land Use Map of the Collier County Growth Management Plan.

4. The County Manager shall prepare and periodically update for presentation to the Board of County Commissioners, a Conservation Collier Program Manual, developed by staff and the Land Acquisition Advisory Committee, which, upon approval by the Board of County Commissioners, shall be used as a guide for implementing the provisions of this ordinance, and shall also include the initial and secondary criteria listed herein above for evaluating Conservation Collier Acquisition Proposals. Commencement of the acquisition and management program shall be immediate upon approval by the Board of County Commissioners, passage of the referendum and appointment of the Land Acquisition Advisory Committee, even if the manual has not been completed.

**SECTION 11 – Acquisition List:**

The overall Conservation Collier Acquisition List shall consist of two specific lists: the Target Protection Areas List and the Active Acquisition List. The Land Acquisition Advisory Committee and Board of County Commissioners shall approve both in accordance with the procedures set forth below:

1. The Target Protection Areas List shall consist of lands representing the highest natural resource values (such as Natural Resource Protection Areas), but generally not specific parcels, and is initially approved by the Board of County Commissioners and updated periodically by the Board of County Commissioners and Land Acquisition Advisory Committee. It is established and updated in accordance with Conservation Collier goals, procedures and criteria.

2. The Active Acquisition List shall consist of criteria-qualified sites that have been selected from Target Protection Areas, as well as qualified acquisition proposals submitted to the Land Acquisition Advisory Committee by the public, all of which have ~~received positive responses~~ had applications submitted by ~~from~~ property owners. The Active Acquisition List shall separate proposals into three (3) categories, A (pursue acquisition), B (hold for re-ranking in the next cycle), and C (no interest in acquiring). The A-category parcels/projects shall be further categorized as 1 (high priority), 2 (medium priority) and 3 (low priority), in order to give County staff direction as to priority for acquisition tasks. The Active Acquisition List shall be updated periodically according to Conservation Collier procedures and criteria. Site acquisition proposals that receive the highest evaluations pursuant to the Conservation Collier criteria and for which acquisition is feasible will be placed on this list, pending ~~recommendation~~ approval by the Land Acquisition Advisory Committee and approval by the Board of County Commissioners.

3. Once approved by the Board of County Commissioners, the County shall actively pursue acquisition of A-category projects on the Active Acquisition List. All sites shall be pursued on a voluntary “willing participant” basis only, without the use of the County’s eminent domain powers.

4. Projects will only be removed from the Active Acquisition List by successful purchase of the site, approval of the next succeeding list, withdrawal of positive interest by the property owner, or by resolution of the Board of County Commissioners. Projects removed may still be considered at a later time.

**SECTION 12 – Nomination of acquisition proposals and candidate sites:**

1. Nominations for the Conservation Collier Program may be made by any person or organization, including Collier County, regional, State or Federal agencies, by contacting program staff in writing and providing positive identification of the parcel/project through a map or folio number(s). Staff will send an inquiry to the owner in the form of an interest letter advising of the nomination and asking if the owner wishes to submit an application for consideration to the Conservation Collier Program.

2. An owner may nominate his or her own property by submitting an application.

3. County staff will send letters of interest to property owners within Target Protection Areas as directed by the Land Acquisition Advisory Committee asking if the owner wishes to submit an application for consideration to the Conservation Collier Program.

4. An application submitted by the property owner to the County Manager or his designee shall be evidence of a willing seller.

5. While p

~~1. Specific site consideration will be given to all individual properties which lie within the Target Protection Areas List and which have generated a positive interest response to a letter of acquisition inquiry sent by the County or county designated contact.~~

~~2. Public and landowner applications nominating properties for acquisition may be submitted at any time, during or after the first annual public solicitation meeting (described below), applications shall be gathered and evaluated within the framework of an acquisition cycle, which time frame shall be publicly announced, by any person or organization, including Collier County, regional, State or Federal agencies.~~

~~3. All nominations shall be made by filing an application with the County Manager or his designee, which will then be forwarded to designated staff and the Land Acquisition Advisory Committee for review.~~

4. 6. There will be an annual public meeting for the purpose of updating the Board of County Commissioners and the public and for soliciting proposals and applications. The first such meeting will take place at the end of the first year of implementation of Conservation Collier.

5. 7. ~~If the applicant has an ownership interest in any real property covered by an application for proposed acquisition, such~~ Owner interest shall be disclosed in applications in the same manner as required of zoning applicants by the Collier County Land Development Code. This shall not apply to governmental applicants.

~~6. If the applicant does not have an ownership interest in the real property covered by an application or if the applicant is a governmental agency, the name and address of the owner as listed in the Property Appraiser's records shall be provided with the application.~~

**SECTION 13 – Procedure for selection of acquisition proposals for placement on the Active Acquisition List and Subsequent Purchase Procedures:**

1. Acquisition proposals for which applications have been received shall be prescreened using the initial screening criteria. Those that satisfy two (2) out of six (6) of the Initial Screening Criteria shall be forwarded to the Land Acquisition Advisory Committee for a vote for a complete evaluation.



~~1. Upon approval of the referendum and subsequently with each update of the Target Protection Areas list, county staff will send letters of inquiry to all property owners within these Target Protection Areas. Positive responses will be forwarded to designated staff for preliminary review, using the initial screening criteria.~~

~~2. After the first annual public solicitation of nominations, landowner and publicly nominated projects will be forwarded first to county staff for the mailing of inquiry letters. Designated staff using the initial screening criteria will review all positive responses.~~

~~3.2. Acquisition proposals which do not satisfy the initial screening criteria or which satisfy initial screening criteria but for other reasons Nominated properties that do may not fulfill the purposes of Conservation Collier or do not satisfy the initial criteria will be reported to the Land Acquisition Advisory Committee and shall not be evaluated further unless at least five [5] members of the Land Acquisition Advisory Committee vote for a complete evaluation.~~

~~4.3. Proposals which satisfy the initial screening will be further evaluated for presentation are forwarded to the Land Acquisition Advisory Committee and staff for secondary criteria review and ranking. Staff shall Evaluation shall include a site visit, which staff shall coordinate with the property owner, and which may include one Advisory Committee member, review of information about the parcel(s) available in the County's electronic databases and research into any other records retained by the County about the parcel(s). Using both observed and gathered data, staff shall prepare an Initial Criteria Screening Report (ICSR) which will include send along with each proposal: boundary and location maps for each site, descriptions of the biological and hydrological characteristics, including initial criteria satisfied, a summary of its potential for appropriate use, development potential of the site and adjacent land, an assessment of the management needs and costs, the assessed and estimated value, and any potentially available matching funds. ~~This acquisition proposal information shall be the Initial Criteria Screening Report.~~~~

~~5.4. Upon completion of the InitialCriteriaScreeningReport ICSR, the Land Acquisition Advisory Committee shall hold a public hearing to consider the recommendations for presentation of information contained in the ICSR regarding each site, the applicants' and/or landowners' comments, and comments from the public. A courtesy notice shall be provided to the owners of properties which are the subject of the hearing, although failure to notify said owners shall not invalidate these proceedings.~~

~~5. After all properties within the current acquisition cycle have been presented, tThe Land Acquisition Advisory Committee shall evaluate all qualified proposals using the secondary ranking criteria, as documented in the ICSR Initial Criteria Screening Report, along with, and public comments, and their own experience and judgments, and then rank the parcels according to the A, B and C ranking categories to create a recommended propose top-ranked proposals for the Active Acquisition List at this a public hearing. Subsequent Additional meetings may be called to complete this task.~~

~~6. County staff shall coordinate initial site visits with Land Acquisition Advisory Committee and interested landowners of top-ranked proposals that are proposed for the Active Acquisition List. Staff shall write Site Visit Reports regarding all initial site visits.~~

~~7. Upon completion of the staff's initial site visit reports, the Land Acquisition Advisory Committee shall convene a public hearing to recommend additions to, and approve the Active Acquisition List for submittal to the Board of County Commissioners. Coordination will be made with any potential matching funds entities, as necessary.~~

8. 6. The recommended Active Acquisition List shall be forwarded to the Board of County Commissioners, who, in a public meeting, shall vote on whether to approve all or part of the proposed Active Acquisition List. Properties may be added but any additional properties must be subjected to the entire evaluation process.

~~7. County Staff shall notify property owners and the public of the final approved Active Acquisition List, and any additions that may be added to it. Additions may be added but any additional properties must be subjected to the entire evaluation process.~~

~~8. After approval of the Active Acquisition List, Real Estate Services staff will arrange for appraisals for A-category parcels/projects and when appraisals are received make an offer to the owner(s) pursuant to the approved Conservation Collier Land Acquisition Purchase Policy (Resolution No. 2003-195, or as superseded). Parcels located within the Rural Fringe Mixed Use District "Sending" lands are subject to additional requirements regarding Transfer of Development Rights (TDR) credits, as specified in the Conservation Collier Land Acquisition Purchase Policy, Resolution 2003-195, or as superseded. the Board of County Commissioners will direct~~ Once an offer is accepted, Real Estate Services staff will prepare a contract and request the owner sign. This signed contract will be presented to the Land Acquisition Advisory Committee at a public meeting to decide, by majority vote, whether to recommend approval of the contract to the Board of County Commissioners. Along with the contract, staff will provide ~~will to~~ prepare a Project Design Report for each parcel/project, including cost, appraisals, title research, history, and purpose of project, and program qualifications.

~~9. Upon obtaining a recommendation from the Land Acquisition Advisory Committee, the contract, Project Design Report and Land Acquisition Advisory Committee recommendation will be presented to the Board of County Commissioners at a public hearing for their review and approval.~~

~~9. Upon completion of the Project Design Reports, the Land Acquisition Advisory Committee shall hold a second public meeting to decide, by majority vote, which projects are recommended to proceed to negotiations.~~

10. The Board of County Commissioners shall have final approval authority for ~~after approval of the Active Acquisition List and the Land Acquisition Committee's recommendations for negotiations, will instruct County staff to negotiate for purchase for each listed project, with optional use of a third party non-profit organization negotiator, as authorized by the Board of County Commissioners.~~

~~11. Upon successful completion of negotiations, County staff will present to the Land Acquisition Advisory Committee the proposed contract terms for the committee's review and recommendations. County staff will forward the recommendations of the Land Acquisition Advisory Committee to the Board of County Commissioners for contracts recommended for approval and for contracts that should not proceed as negotiated.~~

~~12. The Board of County Commissioners shall approve the contract terms for each proposed project and shall authorize any and all purchases.~~

11. Once a contract has been approved and executed by the Board of County Commissioners in accordance with County policies, Real Estate Services staff shall proceed to close on the purchase of property in accordance with County policies.

**SECTION 14 - Management plans and use of environmentally sensitive lands:**

1. No later than ~~sixty (60)~~ ninety (90) days from the date of acquisition, an interim management plan for any property acquired shall be submitted by County staff to the Land Acquisition Advisory Committee for approval. Upon approval, the plan shall be submitted to the Board of County Commissioners for final approval and shall be implemented by the County Manager pursuant to the Board's direction. Any such interim management plan(s) shall not be implemented for more than two (2) years after acquisition of the property, prior to the expiration of two [2] years, either a new management plan shall be implemented or, by affirmative action of the Board, the interim plan shall continue.

2. A final management plan, with required review and updating every ten years, shall be prepared, with review and input of the Land Acquisition Advisory Committee, for each property acquired by Conservation Collier which shall:

(a) Identify such management activities as are necessary to preserve, enhance, restore, conserve, maintain, or monitor the resource, as appropriate; and

(b) Identify such uses as are consistent with the preservation, enhancement, restoration, conservation, and maintenance of the resource; and

(c) Estimate the annual costs of managing the project.

3. Annually, the ten-year management plans prepared during the preceding year shall be submitted to the Board of County Commissioners for its approval. Each ten-year management plan shall be updated at least every five (5) years from the last date of Board approval, and may be amended as often as required. Management plan updates and amendments shall be reviewed by the Land Acquisition Advisory Committee for their input and recommendations and then submitted to the Board of County Commissioners for approval.

4. All management plans shall be consistent with the purposes set forth herein. All properties acquired or managed through Conservation Collier shall be managed in accordance with the approved management plan for that property.

5. No use, infrastructure, or improvement shall be permitted on any property acquired or managed under Conservation Collier that is inconsistent with the purposes of the program or that is not provided by an approved management plan for the property.

6. The County will seek cooperative management arrangements with other agencies and entities, in keeping with the approved management plans and goals of Conservation Collier.

7. Purchasing land using Conservation Collier program funds permanently extinguishes all development rights except those strictly compatible with the purposes and goals of Conservation Collier, unless such lands are exchanged for similar lands within and between multi-parcel projects that have been previously recommended by the Conservation Collier Land Acquisition Advisory Committee and approved by the Board of County Commissioners in accordance with

the goals and purposes of the Program. In case of these land exchanges, development rights are restored to those properties exchanged out of County ownership.

8. Public access is an important element of management and this Program. Examples of permitted uses, subject to compatibility with specific parcels, include: hiking, nature photography, bird watching, kayaking, canoeing, swimming, hunting and fishing. The program will also make the acquired sites available, with minimal risk to the environmental integrity of the site, to educate Collier County's school-age population and the general public about the uniqueness and importance of Collier County's subtropical ecosystems and natural communities.

**SECTION 15 - Responsibilities of the County Manager:**

The County Manager shall facilitate such activities, designate such staff, and assign such responsibilities as are necessary to fulfill the purposes of this Ordinance, ~~chapter.~~ ~~The manager shall, at a minimum, do the following:~~

- ~~1. Designate staff to evaluate acquisition proposals in accordance with the approved criteria and prepare and implement project management plans.~~
- ~~2. Make recommendations to the Land Acquisition Advisory Committee on acquisition proposals.~~
- ~~3. Designate a negotiation resource committee to develop negotiation strategies for approved acquisition projects, to monitor negotiations, and to assist in coordinating all activities relating to negotiations, purchase agreements and closings, as needed. The Negotiation Resource Committee shall include at least one (1) representative from the Real Property Department, the Environmental Services Department, the Department of Facilities Management, the Parks and Recreation Department, and the County Attorney.~~

**SECTION 16 – Sunset of the Conservation Collier Ad Valorem Tax:**

1. The Conservation Collier special tax revenue will sunset after 10 (ten) years, unless reauthorized through similar voter referendum approval.
2. The Management Trust Fund continues in perpetuity, as long as Conservation Collier lands remain in county hands.

**SECTION 17 - Inclusion in the Code of Laws and Ordinances:**

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**SECTION 18 - Conflict and Severability:**

In the event this Ordinance conflicts with any other Ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

**SECTION 19 – Effective Date:**

This Ordinance shall take effect only upon the passage of the November 5, 2002 referendum levying up to 0.25 mills of ad valorem taxes for a period of ten (10) years to fund the

acquisition of environmentally sensitive lands and its being filed with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this 29<sup>th</sup> day of October, 2007.

Attest:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Amie Ferguson*  
Attest as to Chairman's  
Signature Only

By: *James N. Coletta*  
JAMES N. COLETTA, Chairman

Approved as to Form and Legal Sufficiency:

*J.A. Belpedio*  
Jennifer A. Belpedio, Assistant County Attorney

This ordinance filed with the Secretary of State's Office the 29<sup>th</sup> day of October, 2007 and acknowledgement of that filing received this 5<sup>th</sup> day of November, 2007.  
By: *Michele Vergara*  
Deputy Clerk

STATE OF FLORIDA)

COUNTY OF COLLIER)

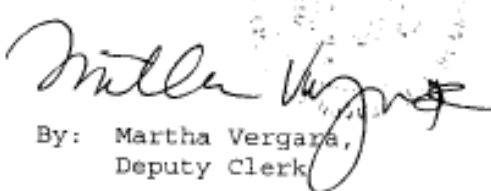
I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true and correct copy of:

**ORDINANCE 2007-65**

Which was adopted by the Board of County Commissioners on the 23rd day of October, 2007, during Regular Session.

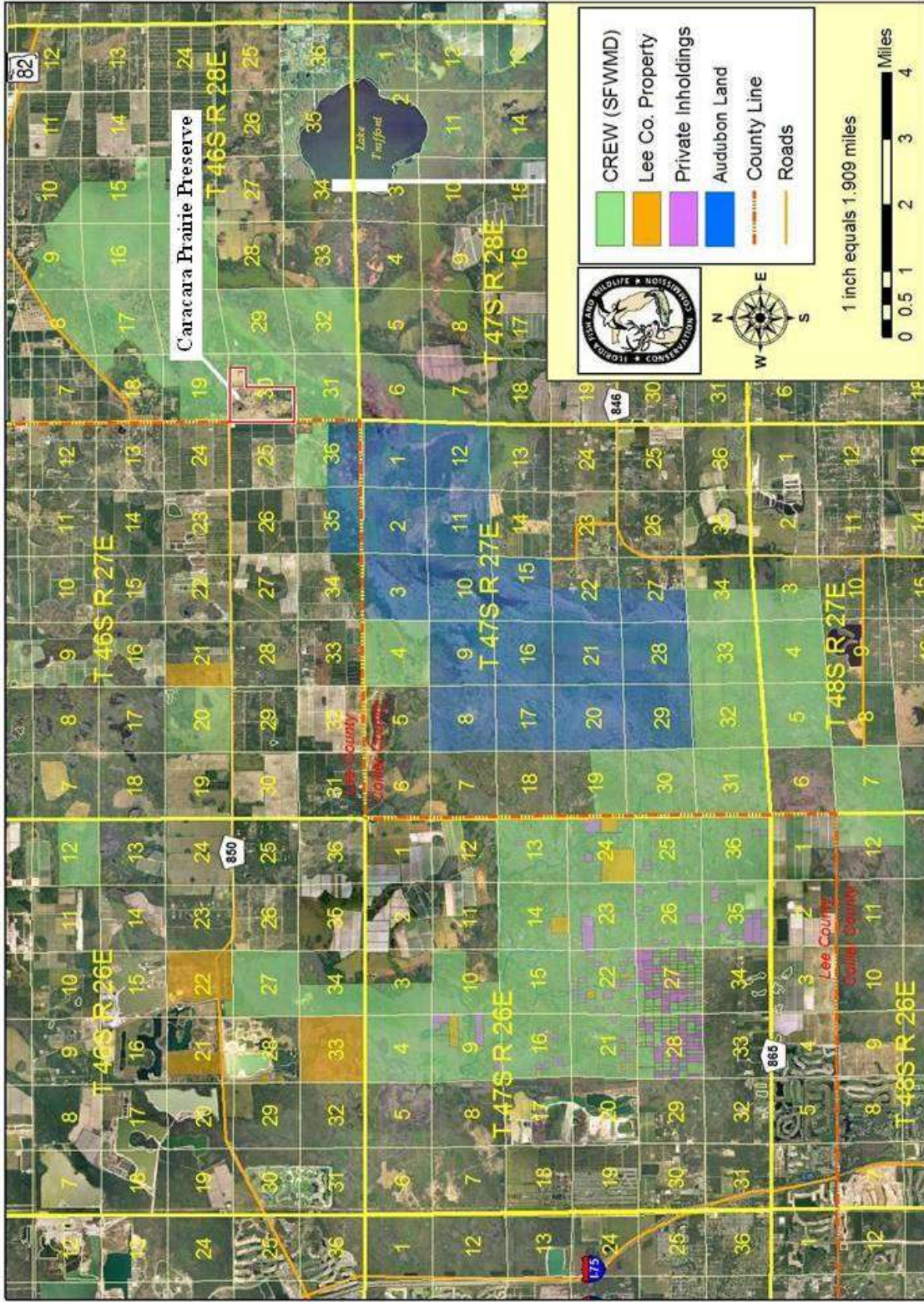
WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 25th day of October, 2007.

DWIGHT E. BROCK  
Clerk of Courts and Clerk  
Ex-officio to Board of  
County Commissioners

  
By: Martha Vergara,  
Deputy Clerk

# EXHIBIT "D"

## Corkscrew Regional Ecosystem Watershed



Created by Ayouna Riddick, FWC June 2004

Appendix D. Oil, Gas, and Mineral Lease

Producers 88 (9/70)—Paid Up (SP 4-75)  
With Pooling Provision  
Mississippi-Alabama-Florida

HEDERMAN BROS RIDGELAND MS

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of MARCH 2007 between  
Hugh E. Starnes and wife, Judy Ann Starnes

lessor (whether one or more), whose address is: 3715 McGregor Blvd., Ft. Myers, FL 33901  
and Wesley E. Williams, 17170 Waters Edge Cr., N Ft. Myers, FL. lessee. WITNESSETH:

I, Lessor, in consideration of Ten and 00/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas (including carbon dioxide), sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "land", is located in the County of Collier, State of Florida and is described as follows:

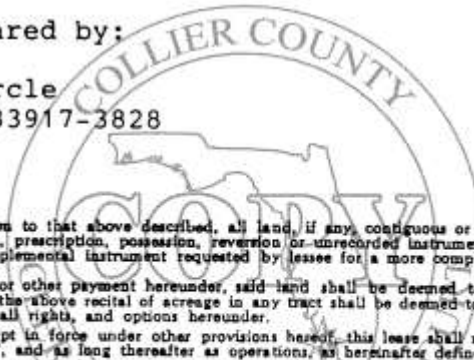
TOWNSHIP 46 SOUTH, RANGE 28 EAST

Section 30: ALL

Retn: **4039327 OR: 4250 PG: 1445** REC FEE 18.50  
**WESLEY E WILLIAMS** RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL DOC-.70 .70  
**17170 WATERS EDGE CIR** 06/27/2007 at 02:14PM DWIGHT E. BROCK, CLERK  
**N FT MYERS FL 33917 3828**

WHEREVER THE FRACTION 1/8th APPEARS IN PARAGRAPH THREE BELOW, IT IS HEREBY EXPRESSLY AMENDED AND INCREASED TO READ 1/5th.

This Instrument prepared by:  
Wesley E. Williams  
17170 Waters Edge Circle  
North Ft. Myers, FL 33917-3828



This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 640 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights, and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 5 years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the well as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall nevertheless continue in force as though operations were being conducted on said land.



wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this sub-paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be en-

entitled to receive the royalties which would be paid under this lease if the wells were producing, or may be deposited to such parties credit in the \_\_\_\_\_ Bank

at \_\_\_\_\_ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are required, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable, from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged, to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated except as otherwise provided herein, to commence or continue any operations during the primary term. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless, pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. Should it be asserted in any notice given to the lessee under the provisions of this paragraph that lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lessee has been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Within thirty (30) days prior to the expiration of the primary term of this lease, or if operations are being conducted on said lease or land pooled therewith at the expiration of the primary term in such manner as to maintain this lease in force, within thirty (30) days after the completion of a dry hole resulting from such operations, lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby, for an additional five (5) years beyond the initial primary term, by written notification of action taken and by making payment to lessor or to lessor's successor in interest as reflected by notice to lessee pursuant to Paragraph 8 hereof, or to the credit of lessor or such successor in interest in any depository bank named herein or

in any amendatory instrument in the sum of \$\_\_\_\_\_ for each net acre as to which the lease is so extended. If this option is exercised by lessee, the lease as extended will thereafter be treated as if the original primary term had been five (5) years longer.



IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Helen B. Crumbie Helen B. Crumbie [Signature] (SEAL)  
JAVIER BACA JAVIER BACA Hugh E. Starnes (SEAL)  
[Signature] Judy Ann Starnes (SEAL)

JOINT OR SINGLE ACKNOWLEDGMENT  
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF Florida  
COUNTY OF Lee

I hereby certify, that on this day, before me, a \_\_\_\_\_  
duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Hugh E. Starnes and  
Judy Ann Starnes

to me known to be the person J described in and who executed the foregoing instrument and I be 4  
acknowledged before me that, being informed of the contents of the same, he y voluntarily signed and delivered  
the within and for the herein mentioned.

Given under 15 day of March A.D. 2007



(Affix Seal) Helen B. Crumbie  
Helen B. Crumbie (Title of Official)  
in and for Lee County, Florida

My commission expires 9-15-07

WITNESS ACKNOWLEDGMENT  
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, a \_\_\_\_\_ in and for the aforesaid jurisdiction, hereby certify that \_\_\_\_\_

a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that \_\_\_\_\_

the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other  
subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor(s), and of the other witness, and that such other  
witness subscribed his name as a witness in his presence.

(Subscribing Witness)

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Affix Seal)

(Title of Official)

My commission expires \_\_\_\_\_ in and for \_\_\_\_\_ County, \_\_\_\_\_

## Appendix E. Cattle Lease Agreement

### LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 27<sup>th</sup> day of July, 2007, between HUGH E. STARNES whose mailing address is 3715 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as "LESSEE", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112, hereinafter referred to as "LESSOR".

### WITNESSETH

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

#### ARTICLE 1. Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR Three Hundred Sixty-seven point seven (367.7) acres of property described in Exhibit "A" which is attached hereto and made a part of this Lease, hereinafter called the "Demised Premises", situated in the County of Collier and the State of Florida, for the sole purpose of cattle grazing.

This LEASE AGREEMENT may be amended from time to time in order to change the size of the Demised Premises as necessary to accomplish the goals, policies, and objectives of the Conservation Collier Implementation Ordinance (Ordinance 02-63, as amended). LESSOR'S representative (e.g., Real Estate Services Staff) shall advise LESSEE, in writing, of its intent to recommend that LESSOR amend this LEASE AGREEMENT.

#### ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of three (3) years, commencing on the date LESSOR executes this Lease. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year each, under the same terms and conditions, except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

#### ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Three Hundred and Sixty-eight Dollars and No Cents (\$368.00) per year. Said annual rent shall be paid in full upon thirty (30) days from the date in which this Lease is executed by the LESSOR. LESSEE will also be responsible for the payment of additional rent as provided for in ARTICLE 5 of this Lease.

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased utilizing the method outlined in ARTICLE 4.

LESSOR reserves the right to terminate this Lease, with or without cause, by providing LESSEE with thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

#### ARTICLE 4. Renewal Term Rent

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased for each ensuing one (1) year renewal term by five (5) percent from the previous year, compounded.

#### ARTICLE 5. Other Expenses and Charges

LESSEE shall pay all costs associated with the maintenance of the Demised Premises and any and all utility charges, if applicable.

ARTICLE 6. Modifications to Demised Premises

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to the Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

ARTICLE 7. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right to enter into and upon the Demised Premises or any part thereof at any time, without notice to the LESSEE, for the purpose of examining the same and making repairs, inspecting or curing a default or nuisance, or providing maintenance service therein, and for the purposes of inspection for compliance with the provisions of this Lease Agreement. If LESSOR should need to utilize the property for any length of time, for any purpose, the LESSOR shall advise the LESSEE of its intentions by oral notice.

ARTICLE 8. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without the written consent of LESSOR. Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising, directly or indirectly, from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any condition created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any condition of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensees or invitees. In case any action or proceeding is brought against LESSOR by reason of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub-surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works.

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

#### ARTICLE 10. Insurance

LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Hundred Thousand Dollars and No/100 Cents (\$100,000.00) each accident.

Such insurance policy(ies) shall list Collier County as an additional insured thereon. Evidence of such insurance shall be provided to the Collier County Risk Management Department, 3301 East Tamiami Trail, Administration Building, Naples, Florida, 34112, for approval prior to the commencement of this Lease Agreement; and shall include a provision requiring ten (10) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice LESSEE shall have thirty (30) days in which to obtain such additional insurance.

#### ARTICLE 11. Maintenance

LESSEE, at its sole cost and expense, shall erect, if not already existing, and maintain a fence acceptable to LESSOR around that area of the Demised Premises which shall contain any cattle. This fencing is crucial in retaining cattle and preventing cattle from roaming off of the Demised Premises.

LESSEE shall, at its sole cost and expense, keep the Demised Premises clean at all times. If said Demised Premises are not kept clean in the opinion of LESSOR, LESSEE'S manager will be so advised in writing. If corrective action is not taken within twenty (20) days of the receipt of such notice, LESSOR will cause the same to be cleaned and corrected and LESSEE shall assume and pay all necessary cleaning costs and such costs shall constitute additional rent which shall be paid by LESSEE within ten (10) days of receipt of written notice of costs incurred by LESSOR.

The LESSEE, at its sole cost, shall repair all damage to the Demised Premises caused by LESSEE, its employees, agents, independent contractors, guests, invitees, licensees, and patrons.

The LESSEE, at its sole cost, shall remove from the Demised Premises in accordance with all applicable rules, laws and regulations, all solid, liquid, semisolid, and gaseous trash and waste and refuse of any nature whatsoever which might accumulate and arise from the operations of the LESSEE'S business. Such trash, waste and refuse shall be stored in closed containers approved by the LESSOR.

#### ARTICLE 12. Default by LESSEE

Failure of LESSEE to comply for thirty (30) days with any material provision or covenant of this Lease shall constitute a default, LESSOR may, at its option, terminate this Lease after thirty (30) days written notice to LESSEE, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default). However, the occurrence of any of the following events shall constitute a default by LESSEE, and this Lease may be immediately terminated by LESSOR:

- (a) Abandonment of Demised Premises or discontinuation of LESSEE'S operation.
- (b) Falsification of LESSEE or an agent of LESSEE of any report required to be furnished to LESSOR pursuant to the terms of this Lease.
- (c) Filing of insolvency, reorganization, plan or arrangement or bankruptcy.
- (d) Adjudication as bankrupt.
- (e) Making of a general assignment for the benefit of creditors.
- (f) If LESSEE suffers this Lease to be taken under any writ of execution.

In the event of the occurrence of any of the foregoing defaults in this ARTICLE, LESSOR, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all persons and property from the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby.

The LESSOR may at its option terminate this Lease after receipt by LESSEE of thirty (30) days notice in writing if a lien is filed against the property or the leasehold interest of the LESSEE, and not removed within thirty (30) days by LESSEE, pursuant to the Florida Mechanics Lien Law.

If LESSEE fails to pay the rental amount or any additional charges when due to LESSOR as specified in this Lease, and if said amounts remain unpaid for more than ten (10) days past the due date, the LESSEE shall pay LESSOR a late payment charge equal to five (5) percent of any payment not paid promptly when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2) percent per month or the highest interest rate then allowed by Florida law, whichever is higher, which interest shall be paid by LESSEE to LESSOR.

#### ARTICLE 13. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or at LESSOR'S sole discretion, such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

#### ARTICLE 14. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:  
Board of County Commissioners  
c/o Real Property Mgmt. Dept.  
3301 Tamiami Trail East  
Administration Building  
Naples, Florida 34112

LESSEE:  
Mr. Hugh E. Starnes  
3715 McGregor Boulevard  
Fort Myers, Florida 33901

cc: Office of the County Attorney, 3301 Tamiami Trail East, Naples, Administration Building, Naples, Florida 34112

Conservation Collier Coordinator, 3301 Tamiami Trail East, Naples, Collier County Facilities Management Dept., Naples, Florida 34112

#### ARTICLE 15. Surrender of Premises

LESSEE shall remove any improvements completed by LESSEE prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

#### ARTICLE 16. General Provisions

LESSEE agrees to contain cattle within the Demised Premises and prevent cattle from roaming off of the Demised Premises.

LESSEE shall be allowed to maintain no more than one hundred (100) head of cattle at the Demised Premises.

LESSEE shall have the right to camp overnight on the Demised Premises, at LESSEE'S own risk, and shall be required to obtain any necessary permits, if required, for this use.

LESSEE declares that he is licensed to operate a 22 caliber rifle and LESSEE acknowledges use of that rifle only when deemed necessary as to destroy sick cattle.

LESSEE acknowledges that there shall be no game hunting or any dispensation of firearms by LESSEE or his invitees upon the Demised Premises.

LESSEE fully understands that the police and law enforcement security protection provided by law enforcement agencies for the above-referenced Demised Premises is limited to that provided to any other business or agency situated in Collier County, and acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.

LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.
- (c) LESSEE agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.
- (d) LESSEE shall not perform any environmental property management issues, such as, but not limited to, burning or removal of vegetation, unless prior approval is granted by LESSOR.
- (e) LESSEE acknowledges that LESSOR may allow limited seasonal hunting under the supervision of the Florida Wildlife and Conservation Commission upon the Demised Premises.
- (f) LESSOR may engage a Range Conservationist to develop a long-range management plan for the Demised Premises. LESSEE acknowledges that he will cooperate with LESSOR and any plans that may develop for the Demised Premises as a result of future planning. LESSEE also acknowledges that LESSOR may elect to fence the evaluated range for mitigation purposes.

#### ARTICLE 17. Environmental Concerns

LESSEE represents, warrants and agrees to indemnify, reimburse, defend and hold harmless LESSOR, from and against all costs (including attorneys fees) asserted against, imposed on or incurred by LESSOR directly or indirectly pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment.

#### ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

#### ARTICLE 19. Waiver

No failure of LESSOR to enforce any terms or conditions herein shall be deemed to be a waiver.

#### ARTICLE 20. Effective Date

This Lease shall become effective upon execution by both LESSOR and LESSEE.

#### ARTICLE 21. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Florida.



IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO THE LESSOR:

DATED: 7-24-07

ATTEST:  
DWIGHT E. BROCK, Clerk

*[Signature]*  
Deputy Clerk  
Attest as to Chairman's  
signature

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

BY: *[Signature]*  
JAMES COLETTA, Chairman

AS TO LESSEE:

DATED: 8/14/07

*[Signature]*  
WITNESS (signature)  
SUSAN D. GRAY  
(print name)

BY: *[Signature]*  
HUGH E. STARNES

*[Signature]*  
WITNESS (signature)  
Terry Brown McArthur  
(print name)

Approved as to form and legal sufficiency:

*[Signature]*  
Jennifer A. Belpedio, Assistant County Attorney

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

WEST HALF (W1/2) OF SECTION 30, TOWNSHIP 46 SOUTH,  
RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

NORTHWEST QUARTER (NW1/4) OF NORTHEAST QUARTER  
(NE1/4) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28  
EAST, OF COLLIER COUNTY, FLORIDA.

EXCEPT SELLERS RESERVE ANY OIL, GAS, AND MINERAL,  
RIGHTS OWNED BY THEM AS SET FORTH IN ANY  
PREVIOUSLY RECORDED DEED.

## Appendix F. Service-approved Pesticide List

### Service-approved Pesticide List South Florida

The following list of pesticides has been approved by the U.S. Fish and Wildlife Service (Service) for ground application without further review. Aerial application may require further Service review and approval.

Ground application means any chemical application method that is used to apply chemicals from the ground and/or water level by other means than fixed-wing airplane and/or helicopter.

Aerial application means any chemical application method that is used to apply chemicals properties from the air by fixed-winged airplane and/or helicopter.

Use [www.greenbook.net](http://www.greenbook.net) or <http://www.cdms.net> to find the most recent chemical labels and MSDS sheets.

Listed by trade name for information. Endorsement of particular products is not intended. [Common or chemical name is in brackets.]

#### Herbicides:

1. 2, 4D Amine, 2, 4D Amine 4, Weedar 64, Weedmaster, and all other trade names with the same formulation). [2,4-D, amine salt] **Applications of 2,4-D to water must be reviewed and approved by the Service.**
2. Accent [nicosulfuron]
3. Arsenal [imazapyr] (Only 1 application on a specific site per year)
4. Assure II [quizalofop p-ethyl]
5. Banvel [dicamba]
6. Basagran [bentazon]
7. Beacon [primisulfuron-methyl]
8. Blazer, Ultra Blazer [acifluorfen]
9. Callisto [mesotrione]
10. Clarity [dicamba]
11. Classic [chlorimuron ethyl]
12. Command, Command 3M, Command 3ME [clomazone]
13. Dual, Dual 8E, Dual Magnum, Dual II Magnum [metolachlor]
14. Escort [metsulfuron-methyl]
15. Exceed [primisulfuron-methyl]
16. First Rate [cloransulam-methyl]
17. Frontier [dimethenamid]
18. Frontrow [cloransulam-methyl]
19. Fusilade DX, Fusilade II [fluazifop-p-butyl]
20. Garlon 3A [triclopyr, amine salt]
21. Garlon 4 [triclopyr, butoxyethyl ester] (only on basal spray, hack- and- squirt, or cut stump applications; not cleared to use as foliage spray)

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22. Habitat [imazapyr] (Only 1 application on a specific site per year) **Applications of Habitat to water must be reviewed and approved by the Service.**
23. Harmony Extra XP, Harmony Extra GT XP [thifensulfuron-methyl]
24. Liberty [glufosinate-ammonium] (Listed as an alternative chemical to Atrazine)
25. Lightning [imazethapyr] (Listed as an alternative chemical to Atrazine)
26. Peak [prosulfuron] (Only 1 application on a specific site per year)
27. Plateau [imazapic, ammonium salt]
28. Poast, Poast Plus [sethoxydim]
29. Rodeo, Pondmaster, etc. [glyphosate]
30. RoundUp, Glypro, Touchdown, etc. [glyphosate] (Listed as an alternative chemical to Atrazine).
31. Sceptor DG [imazaquin]
32. Select, Select 2EC [clethodim]
33. Sencor 4, Sencor DF [metribuzin] (Only 1 application on a specific site per year)
34. Stam 4E, Stam M4 [propanil]
35. Storm [bentazon + acifluorfen]
36. Transline [clopyralid]
37. Velpar, Velpar L [hexazinone]

Adjuvants:

These are listed because of their low toxicity to aquatic life. This is usually only important for use on or near water, like when a surfactant is added to Rodeo.

1. AG 6202 (surfactant, not often used in agriculture)
2. Agri-Dex (surfactant – made by Helena)
3. Gelva 2333 (sticker)
4. Li-700 (surfactant – made by Loveland)
5. Quest (water softener, pH buffer, contains ammonia to enhance herbicide uptake)

Insecticides:

1. Amdro, Amdro Pro [hydramethylnon] for fire ants
2. Bti – Dipel 10G, Dipel ES, Vectobac CG, Vectobac 12AS, Vectobac G, etc.
3. Tracer [spinosad]
4. Bt Corn (As directed in the new GMO guidance document that will be finalized in the future.)
5. Treated Lumber (Wood): Wood treated with copper chromated arsenic (CCA) is no longer being labeled by EPA for residential uses, including decks and boardwalks. The metals leached from treated wood are associated with effects to organisms growing on the wood and in adjacent sediments. Of the metals commonly used in treating wood, copper (Cu) is most likely to leach and is most toxic. Cu is used in the two most common alternatives to CCA. So, there currently appears to be no sound ecological basis for recommending Cu-containing alternatives over CCA. Creosote-treated wood also has environmental effects and like CCA, it is a cause of human health concerns. Treated wood can

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be coated or sheathed with plastic to prevent some of these problems. Also, woods like cedar and redwood are resistant to attacks by microbes and insects without being treated. Wood substitutes, such as metal and recycled plastic boards, may be used. There is currently no adequate basis for estimating aquatic risk from treated wood. Environmental effects information was taken from EPA's preliminary risk assessment for CCA.

**Note:** Many of the above chemicals warn of possible leaching into ground and surface water. Only a few of the chemicals listed actually specify a distinct buffer width on the EPA label.

Applicants will abide by all EPA label requirements for all chemicals.