

This instrument Prepared by:

George L. Varnadoe, Esq.
Young, van Assenderp, Varnadoe & Anderson, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108-2771

Tract: BCI/BCP SSA 1

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this 23rd day of MARCH 2004, by Barron Collier Investments, Ltd., a Florida Limited Partnership and Barron Collier Partnership, a Florida General Partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter collectively called "Grantor," to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees."

RECITALS

- A. Grantor is the owner of approximately 146.58 acres of land situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property" or "BCI/BCP SSA 1").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated March 23, 2004, which designated the Property as "BCI/BCP Stewardship Sending Area 1" ("BCI/BCP SSA 1"). This 146.58 acre parcel, as legally described in Exhibit "A," has been designated as a "Stewardship Sending Area" ("SSA") in accordance with Section 2.2.27.9. of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B."
- C. The SSA Agreement and Section 2.2.27.9.B.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI/BCP SSA 1 and the party responsible for such measures.
- D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor two hundred sixty-three and six tenths (263.6) Stewardship Credits which will allow Grantor to entitle thirty-two and ninety-five hundredths (32.95) acres for development within the Rural Lands Stewardship Area District.
- E. The purposes of this Stewardship Easement are: (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement; (2) to identify specific

land management measures and the party responsible for land management; and (3) to provide for the enforcement of the Stewardship Easement.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending Area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "A," which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. BCI/BCP SSA 1 is legally described in Exhibit "A" and is depicted on Exhibit "B." The following previously permitted and conditional land uses have been eliminated from BCI/BCP SSA 1 land and the Property is henceforth prohibited from being used for the following:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.
 - E. Agriculture - Group 1, also described as Land Use Layer 5.
 - F. Agriculture - Support Uses, also described as Land Use Layer 6.

All Land Use Layers are defined in Section 2.2.27.9.B.4. of the LDC.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use the BCI/BCP SSA 1 only for the following land uses:
 - A. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property including the specifics thereof set forth in Section 2.2.27.9.B.4.b. of the LDC.
 - B. BCI/BCP SSA 1 land may be used for Agriculture - Group 2 (Land Use Layer 7) as defined in Section 2.2.27.9.B.4. of the LDC. Agriculture - Group

2 uses cannot be expanded beyond existing areas or areas for which permits exist as of the date of SSA designation on said lands.

- C. Owner retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
4. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
 5. The following land management measures shall be undertaken as to BCI/BCP SSA 1 and the Owner of the fee title to the Property shall be the party responsible for such measure:

Agriculture – Group 2 uses are the only remaining agricultural uses and the land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include prescribed burning, mechanical brush control ("chopping") and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance.
 6. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
 7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
 8. References to the LDC are to those provisions of Section 2.2.27. of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
 9. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, or either Grantee individually, and any forbearance on behalf of Grantees, or either of them, to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 12th day of APRIL, 2004.

WITNESSES:

(Carolyn A. Shaw)
 (Signature) **CAROLYN A. SHAW**

(Carol A. Dierker)
 (Signature) **CAROL A. DIERKER**
 (Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
 A Florida Limited Partnership

By: (Paul J. Marinelli)
 Paul J. Marinelli
 Administrative Assistant

WITNESSES:

Carolyn A. Shaw
(Signature)

CAROLYN A. SHAW

(Print full name)

Carol A. Dierker
(Signature)

CAROL A. DIERKER

(Print full name)

WITNESSES:

Carolyn A. Shaw
(Signature)

CAROLYN A. SHAW

(Print full name)

Carol A. Dierker
(Signature)

CAROL A. DIERKER

(Print full name)

WITNESSES:

Carolyn A. Shaw
(Signature)

CAROLYN A. SHAW

(Print full name)

Carol A. Dierker
(Signature)

CAROL A. DIERKER

(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By:

Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By:

Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By:

Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Through
Atlantic Bonding Co., Inc.

Susan L. Maturo

Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee for the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



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STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER PARTNERSHIP.



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STATE OF FLORIDA
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The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee for the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



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Notary Public

Name SUSAN L. MATURO

Certificate No. _____

My Commission expires _____

This instrument Prepared by:

George L. Varnadoe, Esq.
Young, van Assenderp, Varnadoe & Anderson, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108-2771

Tract: BCI/BCP SSA 2

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this 23rd day of MARCH, 2004, by Barron Collier Investments, Ltd., a Florida Limited Partnership and Barron Collier Partnership, a Florida General Partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter collectively called "Grantor," to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately 704.14 acres of land situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property" or "BCI/BCP SSA 2").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated MAR 23, 2004, which designated the Property "BCI/BCP Stewardship Sending Area 2" ("BCI/BCP SSA 2"). This 704.14 acre parcel, as legally described in Exhibit "A," has been designated as a "Stewardship Sending Area" "SSA" in accordance with Section 2.2.27.9. of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B."
- C. The SSA Agreement and Section 2.2.27.9.B.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI/BCP SSA 2 and the party responsible for such measures.
- D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor one thousand sixty-eight and one tenth (1268.1) Stewardship Credits which will allow Grantor to entitle one hundred fifty-eight and five tenths (158.5) acres for development within the Rural Lands Stewardship Area District.
- E. The purposes of this Stewardship Easement are: (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement; (2) to identify specific land

management measures and the party responsible for land management; and (3) to provide for the enforcement of the Stewardship Easement.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending Area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "A," which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. BCI/BCP SSA 2 is legally described in Exhibit "A" and is depicted on Exhibit "B." The following previously permitted and conditional land uses are hereby eliminated from BCI/BCP SSA 2 land and the Property is henceforth prohibited from being used for the following:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2.
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.
 - E. Agriculture - Group 1, also described as Land Use Layer 5.
 - F. Agriculture - Support Uses, also described as Land Use Layer 6.

All Land Use Layers are defined in Section 2.2.27.9.B.4. of the LDC.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the Agreement or the intent and purposes of this Stewardship Easement. Grantor may use the BCI/BCP SSA 2 only for the following land uses:
 - A. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 2.2.27.9.B.4.b. of the LDC.
 - B. BCI/BCP SSA 2 land, may also be used for Agriculture – Group 2 (Land Use Layer 7) as defined in Section 2.2.27.9.B.4. of the LDC. Agriculture – Group 2 uses

cannot be expanded beyond existing areas or areas for which permits exist as of the date of SSA designation of said lands..

- C. Owner retains the right to construct and maintain farm and ranch roads to access its lands within BCI/BCP SSA 2 for the purposes retained herein.
4. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
 5. The following land management measures shall be undertaken as to BCI/BCP SSA 2 and the Owner of the fee title to the Property shall be the party responsible for such measures:

In BCI/BCP SSA 2, on which Agriculture – Group 2 uses are the only remaining agricultural uses, land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include prescribed burning, mechanical brush control ("chopping") and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance.
 6. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
 7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
 8. References to the LDC are to those provisions of Section 2.2.27. of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
 9. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, or either Grantee individually, and any forbearance on behalf of Grantees, or either of them, to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
 10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and

obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.

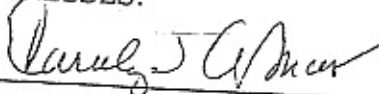
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.

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

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

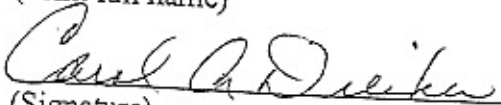
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 12th day of APRIL, 2004.

WITNESSES:



(Signature) CAROLYN A. SHAW

(Print full name)



(Signature)

CAROL A. DIERKER

(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By:



Paul J. Marinelli
Administrative Agent

WITNESSES:

Carolyn A Shaw
(Signature)
CAROLYN A. SHAW

(Print full name)

Carol A Dierker
(Signature)

CAROL A. DIERKER
(Print full name)

WITNESSES:

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(Signature)
CAROLYN A. SHAW

(Print full name)

Carol A Dierker
(Signature)

CAROL A. DIERKER
(Print full name)

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(Signature)
CAROLYN A. SHAW

(Print full name)

Carol A Dierker
(Signature)

CAROL A. DIERKER
(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Through
Atlantic Bonding Co., Inc.

Susan L. Maturo

Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee of the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



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STATE OF FLORIDA
COUNTY OF COLLIER

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Susan L. Maturo

Notary Public

Name SUSAN L. MATURO

Certificate No. _____

My Commission expires _____



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

This instrument Prepared by:

George L. Varnadoe, Esq.
Young, van Assenderp, Varnadoe & Anderson, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108-2771

Tract: BCI/BCP SSA 3

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this 23rd day of March, 2004, by Barron Collier Investments, Ltd., a Florida Limited Partnership and Barron Collier Partnership, a Florida General Partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter collectively called "Grantor", to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately 3,195.54 acres of land situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property" or "BCI/BCP SSA 3").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated MAR 23 2004, which designated the Property "BCI/BCP Stewardship Sending Area 3" ("BCI/BCP SSA 3"). This 3195.54 acre parcel, as legally described in Exhibit "A", has been designated as a "Stewardship Sending Area" ("SSA") in accordance with Section 2.2.27.9. of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B."
- C. The SSA Agreement and Section 2.2.27.9.B.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI/BCP SSA 3 and the party responsible for such measures.
- D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor four thousand six hundred seventy-five and two tenths (4,675.2) Stewardship Credits which will allow Grantor to entitle five hundred eighty-four and four tenths (584.4) acres for development within the Rural Lands Stewardship Area District.

- E. The purposes of this Stewardship Easement are (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement (2) to identify specific land management measures and the party responsible, and (3) to provide for the enforcement of the Stewardship Easement.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending Area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "A", which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. Exhibit "C" depicts and Exhibit "D" describes the one thousand seventy-eight and sixty-four hundredths (1078.64) acres within BCI/BCP SSA 3, where four (4) Land Use Layers are hereby eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 2.2.27.9.B.4. of the LDC:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2.
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.

All Land Use Layers referenced in paragraphs 2 and 3 hereof, are defined in Section 2.2.27.9.B.4. of the LDC.

3. Exhibit "C" also depicts the two thousand one hundred sixteen and ninety-one hundredths (2116.91) acres within BCI/BCP SSA 3, where the following six (6) Land Use Layers are eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 2.2.27.9.B.4. of the LDC:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2.
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.

- E. Agriculture - Group 1, also described as Land Use Layer 5.
 - F. Agriculture – Support Uses, also described as Land Use Layer 6.
4. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use BCI/BCP SSA 3 only for the land uses set forth in this paragraph:
- A. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 2.2.27.9.B.4.b. of the LDC.
 - B. These lands in BCI/BCP SSA 3 land depicted on Exhibit "C" as having had the first six (6) Land Use Layers eliminated, may also be used for Agriculture – Group 2 (Land Use Layer 7) as defined in Section 2.2.27.9.B.4. of the LDC. Agriculture – Group 2 uses cannot be converted to Agriculture – Group 1 from and after the designation of such lands as a SSA.
 - C. Those lands in BCI/BCP SSA 3 depicted on Exhibit "C" and described on Exhibit "D" as having the first four (4) Land Use Layers eliminated, may also be used for Agriculture – Group 1 (Land Use Layer 5); Agriculture – Support Uses (Land Use Layer 6); and Agriculture – Group 2 (Land Use Layer 7). Those land uses are permitted to continue, and may convert from one type of Agriculture to another.
 - D. Owner retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
5. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
6. The following land management measures shall be undertaken as to BCI/BCP SSA 3 and the Owner of the fee title to the Property shall be the party responsible for such measures:
- A. On those lands within BCI/BCP SSA 3 on which Agriculture – Group 2 uses are the only remaining agricultural uses, land management measures will be

those customarily utilized in ranching operations in Southwest Florida. These customary measures may include prescribed burning, mechanical brush control ("chopping") and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance.

- B. On those lands within BCI/BCP SSA 3 on which Agriculture - Group I uses are retained, the measures listed in 6.A. above, may be utilized. In addition, the following measures may be utilized: disking; planting; irrigation and ditches, dikes, and pumping construction and maintenance; fertilizer, disease, and insect control application; mowing and other exotic and nuisance species measures; farm road construction and maintenance; and other practices customarily associated with farming vegetables or citrus in Southwest Florida.
7. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
 8. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
 9. References to the LDC are to those provisions of Section 2.2.27. of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
 10. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
 11. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
 12. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this

Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.

13. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
14. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 12th day of APRIL, 2004.

WITNESSES:

Carolyn A. Shaw
(Signature)
CAROLYN A. SHAW
(Print full name)

Carol A. Dierker
(Signature)
CAROL A. DIERKER
(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

WITNESSES:

Carolyn A Shaw
(Signature) **CAROLYN A. SHAW**

(Print full name)

Carol A Dierker
(Signature)

CAROL A DIERKER
(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

WITNESSES:

Carolyn A Shaw
(Signature) **CAROLYN A. SHAW**

(Print full name)

Carol A Dierker
(Signature)

CAROL A DIERKER
(Print full name)

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

WITNESSES:

Carolyn A Shaw
(Signature) **CAROLYN A. SHAW**

(Print full name)

Carol A Dierker
(Signature)

CAROL A DIERKER
(Print full name)

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan L. Maturo
Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee of the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan L. Maturo
Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER PARTNERSHIP.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan L. Maturo
Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee of the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER PARTNERSHIP.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Through
Atlantic Bonding Co., Inc.

Susan L. Maturo

Notary Public

Name SUSAN L. MATURO

Certificate No. _____

My Commission expires _____

✓ 3813000 OR: 4010 PG: 0230 ✓

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/04/2006 at 08:15AM DWIGHT B. BROCK, CLERK
REC FEE 197.00

This instrument Prepared by:

George L. Varnadoe, Esq.
Cheffy, Passidomo, Wilson & Johnson
821 Fifth Avenue South, Suite 201
Naples, Florida, 34102Retn:
CHEFFY PASSIDOMO ET AL
821 5TH AVE S #201
NAPLES FL 34102

Tract: BCI/BCP SSA 3A

**MODIFICATION TO STEWARDSHIP EASEMENT AGREEMENT
FOR BCI/BCP SSA 3**

THIS MODIFICATION TO STEWARDSHIP EASEMENT AGREEMENT is granted this 24th day of May, 2005, by Barron Collier Investments, Ltd., a Florida Limited Partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter collectively called "Grantor," to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately three thousand one hundred ninety-five and fifty-four hundredths (3,195.54) acres of land situated in Collier County, Florida, more specifically described in Exhibit "1", attached hereto and incorporated herein by reference, which has been designated as a Stewardship Sending Area ("BCI/BCP SSA 3").
- B. Grantor and Grantees previously entered into a perpetual Stewardship Easement Agreement dated March 23, 2004, for BCI/BCP SSA 3, which was recorded in the official Records of Collier County at OR Book 3551, pages 2291-2344, inclusive.
- C. The Stewardship Easement Agreement for BCI/BCP SSA 3 removed Certain Land Use Layers from the lands described in Exhibit "1", all such uses and Land Use Layers being identified in Section 4.08.06 B.4 of the LDC.
- D. Grantor and Grantee also previously entered into a Stewardship Sending Area Credit Agreement dated September 7, 2004, with regard to BCI/BCP SSA 3, whereby the County granted 4675.2 Stewardship Credits to Grantor as a result of the designation of the land described in Exhibit "1" as BCI/BCP SSA 3; said Stewardship Sending Area Credit Agreement being recorded in the Official Records of Collier County at OR Book _____, pages _____ through _____, inclusive.
- E. Grantor petitioned Collier County to modify BCI/BCP SSA 3A as to two hundred forty-eight and nine tenths (248.9) acres of the three thousand one hundred ninety-five and fifty-four hundredths (3195.54) acres constituting BCI/BCP SSA 3, said two hundred

forty-eight and nine tenths (248.9) acres more particularly described in Exhibit "1" hereto and herein referred to as BCI/BCP SSA 3A, or Property, to enter into a new Stewardship Credit Agreement as to BCI BCP SSA 3A; and to modify the existing Stewardship Easement Agreement as to BCI/BCP SSA 3A.

- F. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement for BCI/BCP SSA 3A (BCI/BCP SSA 3A Agreement) dated May 24, 2005 which modified the existing BCI/BCP SSA 3 by the further designation of the land described in Exhibit "1" as BCI/BCP SSA 3A; removing 2 additional Land Use Layers from some of the land, and designating BCI/BCP SSA 3A for restoration.
- G. The BCI/BCP SSA 3A Agreement and Section 4.08.06 C.8 of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI/BCP SSA 3A and the party responsible for such measures.
- H. In exchange for the designation of the BCI/BCP SSA 3A Agreement, the County has granted and assigned to Grantor 606.6 Stewardship Credits, which will allow Grantor to entitle 75.83 acres for development within the Rural Lands Stewardship Area Overlay District.
- I. The purposes of this Modification to Stewardship Easement are (1) to designate the allowed uses of the Property consistent with the terms of the BCI/BCP SSA 3A Agreement; (2) to identify specific land management measures and the party responsible for land management; (3) to dedicate the BCI/BCP SSA 3A land for restoration; and (4) to provide for the enforcement of the Modification to Stewardship Easement for the BCI SSA 5A lands for the BCI/BCP SSA 3A lands.

NOW, THEREFORE, in consideration of the further designation of the Property as BCI/BCP SSA 3A, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "1", which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. BCI/BCP SSA 3A is legally described in Exhibit "1" and depicted on Exhibit "2".
 - a. Exhibit "2" depicts the two hundred twenty and six tenths (220.6) acres within BCI/BCP SSA 3A, where Land Use Layers 5 (Agriculture - Group 1) and 6 (Agriculture - Support Uses) are hereby eliminated. Land Use Layers 1-4 were previously eliminated by the Stewardship Sending Area Credit Agreement recorded in the Official Records of Collier County, OR Book 3551, pages 2291 - 2344, inclusive.

- b. In addition to the elimination of the Land Use Layers described in paragraph 1.a hereof, all two hundred forty-eight and nine tenths (248.9) acres constituting BCI/BCP SSA 3A are hereby dedicated for restoration and all natural areas are to be maintained in their existing natural condition until such time as restoration activities occur.
 - c. All Land Use Layers referenced in paragraphs 1a and 1b are defined in Section 4.08.06 B.4 of the LDC.
 3. Grantors reserve all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the Agreement or the intent and purposes of this Modification to Stewardship Easement. Grantor may use BCI/BCP SSA 3A only for the land uses set forth in this paragraph:
 - a. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 4.08.06 B.4.b of the LDC.
 - b. Agriculture - Group 2 (Land Use Layer 7) as defined in Section 4.08.06 B.4 of the LDC, activities are also allowed on all of the Property, until restoration activities are commenced. Agriculture - Group 2 uses cannot be converted to Agriculture - Group 1 from and after the designation of such lands as BCI/BCP SSA 5A.
 - c. Grantor retains the right to engage in traditional activities on the land such as hiking, hunting, nature observation trips, and other such occasional non-destructive activities.
 - d. Owner hereby consents and agrees that restoration activities to enhance the Property for utilization by wading birds may occur on the BCI/BCP SSA 3A land.
 - e. Owner retains the right to maintain existing farm and ranch roads across BCI/BCP SSA 3A to access its other lands within BCI/BCP SSA 3 for the purposes retained on such lands.
4. The Grantees shall have the right to enjoy any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
5. The following land management measures shall be undertaken as to BCI/BCP SSA 3A and the Owner of the fee title to the Property shall be the party responsible for such measures:
 - a. Land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include prescribed burning, mechanical brush control ("chopping") and other exotic and

nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance.

6. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
8. References to the LDC are to those provisions of Section 4.08.00 of the Collier County Land Development Code in existence as of the date of this Modification to Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
9. Enforcement of the terms and provisions of the Modification to Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Modification to Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
10. Grantees will hold this Modification to Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Modification to Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Modification to Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Modification to Stewardship Easement shall not be affected thereby, so long as the purpose of the Modification to Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.
14. The Stewardship Easement Agreement dated March 23, 2004 and recorded in the Official Records of Collier County at OR Book 3551, pages 2291 - 2344, inclusive, shall remain in full force and effect except as specifically modified and amended herein with regard to the land described in Exhibit "1".

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 19th day of May, 2005

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

WITNESSES:

Susan L. Maturro
(Signature)

SUSAN L. MATURRO
(Print full name)

Diane L. Vigneri
(Signature)

DIANE L. VIGNERI
(Print full name)

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

WITNESSES:

Susan L. Maturro
(Signature)

SUSAN L. MATURO
(Print full name)

Diane L. Vigneri
(Signature)

DIANE L. VIGNERI
(Print full name)

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

WITNESSES:

Susan L. Maturro
(Signature)

SUSAN L. MATURO
(Print full name)

Diane L. Vigneri
(Signature)

DIANE L. VIGNERI
(Print full name)

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By:

Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

WITNESSES:

Susan L. Maturro
(Signature)

SUSAN L. MATURRO
(Print full name)

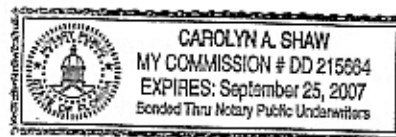
Diane L. Vigneri
(Signature)

DIANE L. VIGNERI
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Modification to Stewardship Easement Agreement was executed before me this
19th day of May, 2005, by PAUL J. MARINELLI, as Administrative
Agent of BARRON COLLIER INVESTMENTS, LTD.

Carolyn A Shaw
Notary Public
Name CAROLYN A. SHAW
Certificate No. _____
My Commission expires _____



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Modification to Stewardship Easement Agreement was executed before me this
19th day of May, 2005, by KATHERINE G. SPROUL, as Trustee of the
Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER
INVESTMENTS, LTD.

Carolyn A Shaw

Notary Public
Name CAROLYN A. SHAW
Certificate No. _____
My Commission expires _____

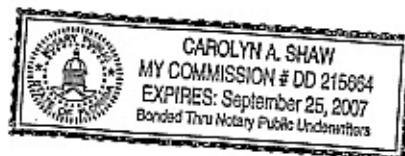


STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Modification to Stewardship Easement Agreement was executed before me this
19th day of May, 2005, by PAUL J. MARINELLI, as Administrative
Agent of BARRON COLLIER PARTNERSHIP.

Carolyn A Shaw

Notary Public
Name CAROLYN A. SHAW
Certificate No. _____
My Commission expires _____



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Modification to Stewardship Easement Agreement was executed before me this
19th day of May, 2005, by KATHERINE G. SPROUL, as Trustee of the
Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER PARTNERSHIP

Carolyn A Shaw

Notary Public
Name CAROLYN A. SHAW
Certificate No. _____
My Commission expires _____



GRANTEES' ACCEPTANCE OF MODIFICATION TO STEWARDSHIP EASEMENT

Grantees, Collier County, Florida and the Florida Department of Agriculture and Consumer Affairs, by and through their undersigned representatives, hereby acknowledge and accept the Grantees' duties and responsibilities as specified in this Modification to Stewardship Easement Agreement.

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER AFFAIRS

WITNESSES:

By:

Mike Gusham

Its:

Director of Administration

Susi P. Burch
(Signature)

Susi P. Burch
(Print full name)

Lee Sadler
(Signature)

Lee Sadler
(Print full name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Modification to Stewardship Easement Agreement was executed before me this 15th day of August, 2005, by Mike Gusham, as Director of Administration of the Florida Department of Agriculture and Consumer Affairs.



Notary Public

Name Karen A. Meyer

Certificate No. # DD 346679

My Commission expires 10/20/2008

Attest:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

by: Alicia Grayson O.C.
Attest as to Chairman's
signature only.

By: *Fred W. Coyle*
FRED W. COYLE, Chairman

Approved as to form and sufficiency:

Patrick & White

John Jeffrey A. Kletzko, Assistant County Attorney
PATRICK & WHITE

EXHIBITS

**MODIFICATION TO STEWARDSHIP EASEMENT AGREEMENT
FOR BCI/BCP SSA 3**

- | | |
|-------------|---|
| Exhibit "1" | Property description |
| Exhibit "2" | Property depiction of the two hundred twenty and six tenths (220.6) acres within BCI/BCP SSA 3A, where Land Use Layers 5 (Agriculture - Group 1) and 6 (Agriculture - Support Uses) are hereby eliminated |

This instrument Prepared by:

George L. Varnadoe, Esq.
Young, van Assenderp, Varnadoe & Anderson, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108-2771

Tract: BCI/BCP SSA 4

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this 23rd day of MARCH, 2004, by Barron Collier Investments, Ltd., a Florida Limited Partnership and Barron Collier Partnership, a Florida General Partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter collectively called "Grantor", to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately 1,239.92 acres of land situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Property" or "BCI/BCP SSA 4").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated MAR 23 2004, which designated the Property "BCI/BCP Stewardship Sending Area 4" ("BCI/BCP SSA 4"). This 1,239.92 acre parcel, as legally described in Exhibit "A", has been designated as a "Stewardship Sending Area" "SSA" in accordance with Section 2.2.27.9. of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B".
- C. The SSA Agreement and Section 2.2.27.9.B.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI/BCP SSA 4 and the party responsible for such measures.
- D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor one thousand six hundred seventy-six and seven tenths (1676.7) Stewardship Credits which will allow Grantor to entitle two hundred nine and six tenths (209.6) acres for development within the Rural Lands Stewardship Area District.
- E. The purposes of this Stewardship Easement are (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement (2) to identify specific land management measures and the party responsible, and (3) to provide for the enforcement of the Stewardship Easement.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending Area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in Exhibit "A", which shall run with the land and be binding upon the Grantor, its successors and assigns and shall remain in full force and effect forever. It is agreed as follows:

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. Exhibit "C" depicts and Exhibit "D" describes the six hundred fifty-four and one hundredths (654.01) acres within BCI/BCP SSA 4 , where four (4) Land Use Layers are hereby eliminated and where the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 2.2.27.9.B.4. of the LDC:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2.
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.

All Land Use Layers referenced in paragraphs 2 and 3 hereof are defined in Section 2.2.27.9.B.4. of the LDC.

3. Exhibit "C" also depicts the five hundred eighty-five and ninety-one hundredths (585.91) acres within BCI/BCP SSA 4, where six (6) Land Use Layers are eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 2.2.27.9.B.4. of the LDC:
 - A. Residential Land Uses, also described as Land Use Layer 1.
 - B. General Conditional Uses, also described as Land Use Layer 2.
 - C. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - D. Recreational Uses, also described as Land Use Layer 4.
 - E. Agriculture - Group 1, also described as Land Use Layer 5.
 - F. Agriculture – Support Uses, also described as Land Use Layer 6.

4. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use BCI/BCP SSA 4 only for the following land uses set forth in this paragraph:
 - A. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 2.2.27.9.B.4.b. of the LDC.
 - B. Those lands in BCI/BCP SSA 4 depicted on Exhibit "C" as having had the first six (6) Land Use Layers eliminated, may also be used for Agriculture – Group 2 (Land Use Layer 7) as defined in Section 2.2.27.9.B.4. of the LDC. Agriculture – Group 2 uses cannot be converted to Agriculture – Group 1 uses from and after the designation of such lands as a SSA.
 - C. Those lands in BCI/BCP SSA 4 depicted on Exhibit "C" and described in Exhibit "D" as having the first four (4) Land Use Layers eliminated, may also be used for Agriculture – Group 1 (Land Use Layer 5); Agriculture – Support Uses (Land Use Layer 6); and Agriculture – Group 2 (Land Use Layer 7). Those land uses are permitted to continue, and may convert from one type of Agriculture to another.
 - D. Owner retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
5. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
6. The following land management measures shall be undertaken as to BCI/BCP SSA 4 and the Owner of the fee title to the Property shall be the party responsible for such measures:
 - A. On those lands within BCI/BCP SSA 4 on which Agriculture – Group 2 uses are the only remaining agricultural uses, land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include prescribed burning, mechanical brush control ("chopping") and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance.

- B. On those lands within BCI/BCP SSA 4, on which Agriculture - Group 1 uses are retained, the measures listed in 6.A. above, may be utilized. In addition, the following measures may be utilized: disking; planting; irrigation and ditches, dikes, and pumping construction and maintenance; fertilizer, disease, and insect control application; mowing and other exotic and nuisance species measures; farm road construction and maintenance; and other practices customarily associated with farming vegetables or citrus in Southwest Florida.
7. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
 8. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
 9. References to the LDC are to those provisions of Section 2.2.27. of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
 10. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
 11. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
 12. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
 13. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the 12th day of APRIL, 2004.

WITNESSES:

Carolyn A Shaw

(Signature)

CAROLYN A. SHAW

(Print full name)

Carol A Dierker

(Signature)

CAROL A DIERKER

(Print full name)

WITNESSES:

Carolyn A Shaw

(Signature)

CAROLYN A. SHAW

(Print full name)

Carol A Dierker

(Signature)

CAROL A DIERKER

(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By:

Paul J. Marinelli

Paul J. Marinelli
Administrative Agent

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By:

Katherine G. Sproul

Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

WITNESSES:

Carolyn A. Shaw
(Signature)

CAROLYN A. SHAW
(Print full name)

Carol A. Dierker
(Signature)

CAROL A. DIERKER
(Print full name)

WITNESSES:

Carolyn A. Shaw
(Signature)

CAROLYN A. SHAW
(Print full name)

Carol A. Dierker
(Signature)

CAROL A. DIERKER
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Through
Atlantic Bonding Co., Inc.

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Paul J. Marinelli
Paul J. Marinelli
Administrative Agent

BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

By: Katherine G. Sproul
Katherine G. Sproul, Trustee
Juliet C. Sproul Testamentary Trust
a General Partner

Susan L. Maturo
Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee of the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturo
Commission # CC 967157
Expires Oct. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Susan L. Maturo
Notary Public
Name SUSAN L. MATURO
Certificate No. _____
My Commission expires _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER PARTNERSHIP.



Susan L. Maturo
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STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 12th day of APRIL, 2004, by KATHERINE G. SPROUL, as Trustee for the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER PARTNERSHIP.



Susan L. Maturo
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