

EXHIBIT 1

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 SSA 5

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this 7th day of September 2004, by Barron Collier Investments, Ltd., a Florida Limited Partnership ("BCI"), whose address is 2600 Golden Gate Parkway, Naples, Florida 34105, hereinafter called "Grantor," to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Affairs, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately 1852.3 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 SSA 5").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement (ASSA Agreement) dated Sept 7, 2004, which designated the Property "BCI Stewardship Sending Area 5" ("BCI SSA 5"). This 1852.3 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") (UDC Section 4.08.06). The Property is depicted on Exhibit "B."
- C. The SSA Agreement and Section 2.2.27.9.C.8 of the LDC (UDC Section 4.08.06(C)(8)) require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for BCI SSA 5 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 thousand nine hundred thirty eight and three-tenths (2938.3) Stewardship Credits which will allow Grantor to entitle three hundred sixty seven and twenty-nine hundredths (366.29) acres for development within the Rural Lands Stewardship Area District.

UR: 0004 PG: 1490

- 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. BCLSSA 5 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 SSA 5 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 (UDC Section 4.08.06(B)(4)).
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 SSA 5 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 (UDC Section 4.08.06(B)(4)(b)).
 - B. BCI SSA 5 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 (UDC Section 4.08.06(B)(4)).

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 SSA 5 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 SSA 5 and the Owner of the fee title to the Property shall be the party responsible for such measures:

In BCI SSA 5, 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

OR: 3664 PG: 1492

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 7th day of September, 2004.

OR: 3664 PG: 1493

WITNESSES:

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

Diane L. Vigneri
 (Signature)
DIANE L. VIGNERI
 (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

WITNESSES:

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

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 7th day of September, 2004, by PAUL J. MARINELLI, as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturro
My Commission DD343616
Expires October 15, 2008

Susan L. Maturro
Notary Public
Name SUSAN L. MATURRO
Certificate No. DD 343616
My Commission expires 10/15/08

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 7th day of September, 2004, by KATHERINE G. SPROUL, as Trustee of the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD.



Susan L. Maturro
My Commission DD343616
Expires October 15, 2008

Susan L. Maturro
Notary Public
Name SUSAN L. MATURRO
Certificate No. DD 343616
My Commission expires 10/15/08

OR: 3664 PG: 1494

GRANTEES' ACCEPTANCE OF 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 Stewardship Easement Agreement.

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER AFFAIRS

By: Mike Gresham
Its: Director of Administration

WITNESSES:

Angelia B. Rains
(Signature)

Angelia B. Rains
(Print full name)

John W. Costigan
(Signature)

John W. Costigan
(Print full name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Agreement was executed before me this 4th day of Oct, 2004, by Mike GRESHAM, as Director of Admin of the Florida Department of Agriculture and Consumer Affairs.

Karen A. Meyer
Notary Public

Name KAREN A. MEYER

Certificate No. # CC949622

My Commission expires 10/20/2004



Karen A. Meyer
MY COMMISSION # CC949622 EXPIRES
October 20, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

OR: 3664 PG: 1495

ATTESTED TO BY:

By: *Dwight E. Brock*
DWIGHT E. BROCK, CLERK

Attest as to Chairman's
Signature and Form and
LEGAL SUFFICIENCY:

Patrick G. White

By: PATRICK G. WHITE
ASSISTANT COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Donna Fiala*
DONNA FIALA, Chairman

OR: 3664 PG: 1496

415

17C

"Exhibit H"

This Instrument Prepared by:
George L. Varnadoe, Esq.
Cheffy, Passidomo, Wilson & Johnson
821 Fifth Avenue South, Suite 201
Naples, Florida 34102

STEWARDSHIP EASEMENT AGREEMENT

Tract: BCI/BCP SSA 6

THIS STEWARDSHIP EASEMENT is granted this 14th day of June, 2005, 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 9911.1 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 6").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") dated June 14, 2005, which designated the Property "BCI/BCP Stewardship Sending Area 6" ("BCI/BCP SSA 6). This 9911.1 acre parcel, as legally described in Exhibit "A", has been designated as a "Stewardship Sending Area" ("SSA") in accordance with Section 4.08.06 of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B".
- C. The SSA Agreement and Section 4.08.06 C.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the

Retn: 3710368 OR: 39 PG: 2706
CLERK TO THE BOARD
INTROFFICE 4TH FLOOR
RXT 7240
RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL
10/04/2005 at 01:35PM DWIGHT H. BROCK, CLERK
ASC FEE 1081.00
COPIES 127.00

specific land management measures for BCI/BCP SSA 6 and the party responsible for such measures. 17C

D. In exchange for the designation of the Property as SSA, the County has granted and assigned to Grantor twenty-five thousand five hundred twenty-five and two tenths (25,525.2) Stewardship Credits which will allow Grantor to entitle three thousand one hundred ninety and seven tenths (3,190.7 acres) for development within the Rural Lands Stewardship Area District.

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

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

1. The recitals and exhibits are incorporated by reference as if repeated verbatim herein.
2. Exhibit "C" depicts and Exhibit "D" describes the two thousand seven hundred twelve and seven tenths (2,712.7) acres within BCI/BCP SSA 6, 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 4.08.06 B.4. of the LDC:
 - a. Residential Land Uses, also described in Land Use Layer 1.

- b. General Conditional Uses, also described as Land Use layer
 - c. Earth Mining and Processing Uses, also described as Land Use layer 3.
 - d. Recreational Uses, also described as Land Use Layer 4.
3. Exhibit "C" also depicts the seven thousand one hundred ninety-eight and four tenths (7,198.4) acres within BCI/BCP SSA 6 where the following six (6) Land Use Layers are eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 4.08.06 B.4. of the LDC:
- a. Residential Land Uses, also described as Land Use Layer 1.
 - b. General Conditional Uses, also described as Land Use Layer 2.
 - c. Earth Mining and Processing Uses, also described as Land Use Layer 3.
 - d. Recreational Uses, also described as Land Use layer 4.
 - e. Agriculture - Group 1, also described as Land Use Layer 5.
 - f. Agriculture - Support Uses, also described as Land Use layer 6.
4. Grantor reserves all rights as Grantor of the Property, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use BCI/BCP SSA 6 only for the land uses set forth in this paragraph:
- a. Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 4.08.06 B.4.b. of the LDC.
 - b. These lands in BCI/BCP SSA 6 land depicted on Exhibit "C" as having had the first six (6) Land Use Layers eliminated, may also be used for Agriculture - Group 2 (Land Use Layer 7) as defined in Section 4.08.06 B.4 of the LDC. Agriculture - Group 2 uses cannot be converted to Agriculture - Group 1 from and after the designation of such lands as a SSA.

- c. Those lands in BCI/BCP SSA 6 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. Grantor retains the right to construct and maintain farm and ranch roads to access its lands within the Property for the purposes retained herein.
 - e. Grantor retains the right to engage in traditional activities on the Property, such as, but not limited to hiking, hunting, nature observatory and other eco-observation excursions, and other such occasional non-destructive activities.
5. The Grantees shall have the right to enjoin any activity on or use of the Property that is inconsistent with this Stewardship Easement and to enforce the restoration of such areas or features of the Property that may be altered by any inconsistent activity or use.
6. The following land management measures shall be undertaken as to BCI/BCP SSA 6 and the Grantor of the fee title to the Property shall be the party responsible for such measures:
- a. On those lands within BCI/BCP SSA 6 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. In addition, for those areas to be designated for restoration and to be restored by Grantor, additional land management measures will be required. The areas designated for

restorations which are to be restored by Grantor are referred to as Restoration Areas A, B, and C respectively and depicted on Exhibit "E" and described in Exhibit "F." The additional land management measures which are required after restoration improvements are set forth in the Restoration Program described in Exhibit "G" hereof. At the expiration of all additional land management measures required in Restoration Areas A, B, and C, land management measures as described for all other areas under this subparagraph shall be employed.

- b. On those lands within BCI/BCP SSA 6 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. The required restoration improvements, success criteria, land management measures and other commitments of Grantor in respect to Restoration Areas A, B, and C are contained in the Restoration Program.
8. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
9. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
10. References to the LDC are to those provisions of Section 4.08.06 of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.

11. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
12. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
13. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
14. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County.

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

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the 20th day of June, 2005.

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

By: *Paul J. Marinelli*

Paul J. Marinelli
Administrative Agent

WITNESS 1:

Susan Maturro
(Signature)

SUSAN MATURO
(Print full name)

WITNESS 2:

Laverne M. Webb
(Signature)

Laverne M. Webb
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 20th
day of June, 2005, by PAUL J. MARINELLI, as Administrative Agent of
BARRON COLLIER INVESTMENTS, LTD.

Carolyn A. Shaw

Notary Public

Name: CAROLYN A. SHAW

Certificate No. DD 215664

My Commission expires: 9-25-07



BARRON COLLIER INVESTMENTS, LTD.
A Florida Limited Partnership

By: Katherine G. Sproul

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

WITNESS 1:

Susan Maturo
(Signature)

SUSAN MATURO
(Print full name)

WITNESS 2:

Laverne M. Webb
(Signature)

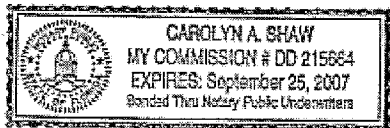
LAVERNE M. Webb
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 20th
day of June, 2005, by KATHERINE G. SPROUL, as Trustee for 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. PD 215664
My Commission expires: 9-25-07



BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

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

WITNESS 1:

Susan Maturro
(Signature)

SUSAN MATURO
(Print full name)

WITNESS 2:

Laverne M. Webb
(Signature)

Laverne M. Webb
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 20th
day of June, 2005, by PAUL J. MARINELLI, as Administrative Agent of
BARRON COLLIER PARTNERSHIP

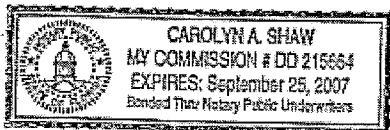
Carolyn A. Shaw

Notary Public

Name: CAROLYN A. SHAW

Certificate No. DD 215664

My Commission expires: 9-25-07



BARRON COLLIER PARTNERSHIP,
A Florida General Partnership

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

WITNESS 1:

Susan Maturro
(Signature)

SUSAN MATURRO
(Print full name)

WITNESS 2:

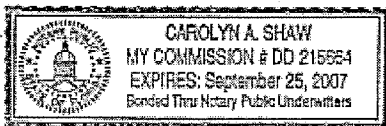
Laverne M. Webb
(Signature)

Laverne M. Webb
(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 20th
day of June, 2005, by KATHERINE G. SPROUL, as Trustee for the Juliet
C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER
PARTNERSHIP.

Carolyn A. Shaw
Notary Public
Name: CAROLYN A. SHAW
Certificate No. DD 215664
My Commission expires: 9-25-07



GRANTEES' ACCEPTANCE OF STEWARDSHIP EASEMENT

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER AFFAIRS

WITNESS 1:

Angelia B. Rains
(Signature)

Angelia B. Rains
(Print full name)

By: Mike Gresham

Its: Director of Admin. Affairs

WITNESS 2:

Chrissie Hackney
(Signature)

Chrissie Hackney
(Print full name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Stewardship Easement Agreement was executed before me this 11th day of August, 2005 by MIKE GRESHAM, DIRECTOR OF ADMINISTRATION of the Florida Department of Agriculture and Consumer Affairs.

Karen A. Meyer
Notary Public

Name KAREN A. MEYER

Certificate No. # DD346679

My Commission Expires 10/20/2008



17C

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: *Anda D. Fortner, DC*
 Deputy Clerk
 Attest as to Chairman's
 signature only.

Approved as to form and
 legal sufficiency.

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

Patrick G. White
 Patrick G. White
 Assistant County Attorney

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

STEWARDSHIP EASEMENT AGREEMENT

Tract: LTR SSA 7

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. On those lands within LTR SSA 7 on which Agriculture – Group 2 uses are the only remaining agricultural uses, land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include mowing, prescribed burning, mechanical brush control (“Chopping”) and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance. In addition, for those areas to be designated for restoration and to be restored by Grantor, additional land management measures will be required. The areas designated for restorations which are to be restored by Grantor are referred to as Restoration Areas A, B and C respectively and depicted on Exhibit “D” and described in Exhibit “E”. The additional land management measures which are required after restoration improvements are set forth in the Restoration Plan described in Exhibit “F” hereof. At the expiration of all additional land management measures required in Restoration Areas A, B and C, land management measures as described for all other areas under this subparagraph shall be employed.
6. The required restoration improvements, success criteria, land management measures and other commitments of Grantor in respect to Restoration Areas A, B and C are contained in the Restoration Plan.
7. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.
8. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
9. References to the LDC are to those provisions of Section 4.08.06 of the Collier County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions shall control as to all rights, obligations, implementations, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto.
10. Enforcement of the terms and provisions of the Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees’ rights hereunder. All costs and reasonable attorneys’ fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.
12. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.

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

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

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

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

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

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

GRANTEE'S ACCEPTANCE OF STEWARDSHIP EASEMENT

WITNESS

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER AFFAIRS

Christa A Register
Name

Christa A. Register
Signature

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

Angelia B. Rains
Name

Angelia B. Rains
Signature

State of Florida
County of LEON

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



Karen A. Meyer
Notary Public
Name: KAREN A. MEYER
Certificate No. # DD 346679
My Commission Expires: 10/29/2008

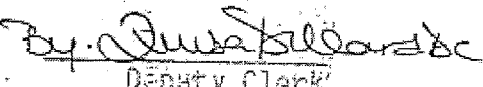
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Frank Halas, Chairman

Approved as to form and
legal sufficiency

By: 
Steven Griffin
Assistant County Attorney

ATTEST: ²⁰⁰⁷
DWIGHT E. BROCKY, CLERK

By: 
Deputy Clerk
Attest as to Chairman's
signature (only)

WITNESS

LAKE TRAFFORD RANCH, LLLP
a Florida limited liability limited partnership

Janet Burton
Name

Janet Burton
Signature

Suzanne L. Orschell
Name

Suzanne L. Orschell
Signature

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

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

State of Florida
County of Collier

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

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

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

Prepared by:
George L. Varnadoe
Cheffy Passidomo Wilson & Johnson, LLP
821 Fifth Avenue South, Suite 201
Naples, Florida 34102

Retn:
CHEFFY PASSIDOMO ET AL
821 5TH AVE S #201
NAPLES FL 34102

STEWARDSHIP SENDING AREA MEMORANDUM

BCI/BCP STEWARDSHIP SENDING AREA 9

This Stewardship Sending Area Memorandum is to memorialize changes to the allowed land uses on real property located within the Rural Lands Stewardship Overlay District of Collier County, as described in the Future Land Use Element of the Growth Management Plan of Collier County, Florida. The property described in Exhibit "A" has been designated as a Stewardship Sending Area, and said lands are encumbered by a Stewardship Easement as described herein.

1. On February 13, 2007, pursuant to Section 4.08.06 of the Collier County Land Development Code ("LDC"), the Board of County Commissioners of Collier County, Florida designated the lands described in Exhibit "A" and containing seven hundred eighty-nine and four tenths (789.4) acres as a Stewardship Sending Area, officially known as "BCI/BCP Stewardship Sending Area ("SSA") 9", said lands being owned by Barron Collier Investments, Ltd., (herein "BCI") a Florida Limited Partnership and Barron Collier Partnership, (herein "BCP") a Florida General Partnership. The legal description of BCI/BCP SSA 9 is attached as Exhibit "A".
2. By such designation, the Board of County Commissioners also approved a Stewardship Sending Area Credit Agreement and established and authorized seven thousand two hundred forty-six and six tenths (7,246.6) SSA Stewardship Credits to BCI/BCP SSA 9. Of the seven thousand two hundred forty-six and six tenths (7,246.6) credits established and authorized by the Stewardship Sending Area Credit Agreement, four thousand four hundred eighty-one (4,481) Stewardship Credits were assigned to BCI and BCP and are immediately available for sale, transfer, or other utilization by the Owners in accordance with Section 4.08.04 of the LDC. The remaining two thousand seven hundred sixty-five and six tenths (2,765.6) Stewardship Credits established and authorized by the Stewardship Sending Area Credit Agreement (herein "Credit Agreement") are Restoration Stewardship Credits and will be transferred and assigned to BCI and BCP as Owners, in whole or in part, pursuant to the terms of the success criteria set forth in the Restoration Plan attached to the Credit Agreement which is Exhibit "B" hereto.

- 3. Attached hereto as Exhibit "C" is the Stewardship Easement Agreement, which was also approved by the Board of County Commissioners on February 13, 2007 and which describes the land uses eliminated from BCI/BCP 9 and the land uses remaining on said lands.
- 4. Seven hundred thirty-three and eight tenths (733.8) acres of land located within BCI/BCP SSA 9 are designated for restoration. Of the total seven thousand two hundred forty-six and six tenths (7,246.6) Stewardship Credits established and authorized, two thousand seven hundred sixty-five and six tenths (2,765.6) were Restoration Stewardship Credits. The Restoration Plan is attached to the Credit Agreement as Exhibit "G" thereto.
- 5. Pursuant to LDC Section 4.08.06.C.7, this Stewardship Sending Area Memorandum is to be recorded in the Official Records of Collier County, Florida.

WITNESSES:

Susan L. Maturo
 (Signature)
SUSAN L. MATURO
 (Print full name)

Diane L. Vigneri
 (Signature)
DIANE L. VIGNERI
 (Print full name)

BARRON COLLIER PARTNERSHIP
 A Florida General Partnership

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

WITNESSES:

Susan L. Maturo
 (Signature)
SUSAN L. MATURO
 (Print full name)

Diane L. Vigneri
 (Signature)
DIANE L. VIGNERI
 (Print full name)

BARRON COLLIER PARTNERSHIP
 A Florida General Partnership

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

WITNESSES:

Susan L. Maturo
(Signature) SUSAN L. MATURO

(Print full name)

Diane L. Vigneri
(Signature) DIANE L. VIGNERI

(Print full name)

BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

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

WITNESSES:

Susan L. Maturo
(Signature) SUSAN L. MATURO

(Print full name)

Diane L. Vigneri
(Signature) DIANE L. VIGNERI

(Print full name)

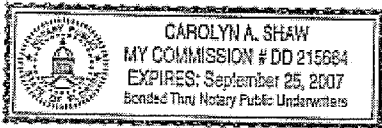
BARRON COLLIER INVESTMENTS, LTD.,
A Florida Limited Partnership

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

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, a Notary Public, the foregoing instrument was sworn to, subscribed and acknowledged this 13th day of March, 2007 by PAUL J. MARINELLI as Administrative Agent of BARRON COLLIER PARTNERSHIP and who is personally known to me or who produced _____ as identification.



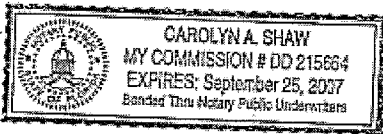
(SEAL)

Carolyn A Shaw
Notary Public CAROLYN A. SHAW
Printed Name: _____
Commission No.: DD 215664
My Commission Expires: 09-25-07

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, a Notary Public, the foregoing instrument was sworn to, subscribed and acknowledged this 13th day of March, 2007 by KATHERINE G. SPROUL as Trustee for the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER PARTNERSHIP and who is personally known to me or who produced _____ as identification.



(SEAL)

Carolyn A Shaw
Notary Public CAROLYN A. SHAW
Printed Name: _____
Commission No.: DD 215664
My Commission Expires: 9-25-07

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, a Notary Public, the foregoing instrument was sworn to, subscribed and acknowledged this 13th day of March, 2007 by PAUL J. MARINELLI as Administrative Agent of BARRON COLLIER INVESTMENTS, LTD and who is personally known to me or who produced _____ as identification.



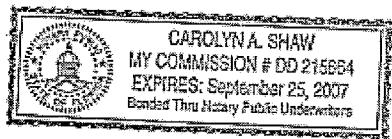
(SEAL)

Carolyn A Shaw
Notary Public
Printed Name: CAROLYN A. SHAW
Commission No.: DD 215664
My Commission Expires: 9-25-07

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, a Notary Public, the foregoing instrument was sworn to, subscribed and acknowledged this 13th day of March, 2007 by KATHERINE G. SPROUL as Trustee for the Juliet C. Sproul Testamentary Trust, a General Partner of BARRON COLLIER INVESTMENTS, LTD. and who is personally known to me or who produced _____ as identification.



(SEAL)

Carolyn A Shaw
Notary Public
Printed Name: CAROLYN A. SHAW
Commission No.: DD 215664
my Commission Expires: 9-25-07