This Instrument Prepared by:

George L. Varnadoe, Esq. Cheffy Passidomo, P.A. 821 Fifth Avenue South, Suite 201 Naples, Florida 34102

STEWARDSHIP EASEMENT AGREEMENT (Sunniland Family SSA 12)

THIS STEWARDSHIP EASEMENT is granted this 9^{+1} day of February, 2010, by Sunniland Family Limited Partnership, a Florida limited partnership, whose address is P.O. Box 930, Immokalee, Florida 34143-930, hereinafter collectively called "Grantor", to Collier County, a political subdivision of the State of Florida, and Florida Department of Agriculture and Consumer Services, hereinafter collectively called the "Grantees".

RECITALS

- A. Grantor is the owner of approximately four thousand seven hundred seventy-five and nine tenths (4,775.9) 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 "Sunniland Family SSA 12").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") of even date herewith, which designated the Property "Sunniland Stewardship Sending Area 12" ("Sunniland Family SSA 12"). This four thousand seven hundred seventy-five and nine tenths (4,775.9) acre parcel, as legally described in Exhibit "A", has been designated as a "Stewardship Sending Area" ("SSA") in accordance with Section 4.08.06 of the Collier County Land Development Code ("LDC"). The Property is depicted on Exhibit "B".
- C. The SSA Agreement and Section 4.08.06 C.8. of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for Sunniland Family SSA 12 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 twenty three thousand five hundred twelve and two tenths (23,512.2) Stewardship Credits, of which eight thousand seven hundred thirty-one and six tenths (8,731.6) Stewardship Credits are authorized as Restoration Stewardship Credits and are not

available for transfer until success criteria are met as set forth in the SSA Agreement. When available for transfer, the total twenty three thousand five hundred twelve and two tenths (23,512.2) Stewardship Credits will allow Grantor to entitle two thousand nine hundred thirty-nine (2,939) 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 four thousand seven hundred seventy-five and nine tenths (4,775.9) acres within Sunniland Family SSA 12 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 other rights as Owner of the Property, including the right to engage in all other uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use Sunniland Family SSA 12 only for the land uses set forth in this paragraph:
 - a. Conservation, Restoration, and Natural Resources Uses (Land Use Layer 8) are allowed on all of the Property, including the specifics thereof set forth in Section 4.08.06 B.4.b. of the LDC.
 - b. Those lands in Sunniland Family SSA 12 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 farm and ranch roads and other facilities in connection with existing and retained uses on the Property, and to maintain such roads and other facilities within the Property that have historically served uses on the Property and on adjacent lands, including below-ground oil and gas pipes and lines serving the existing oil production pads located inside the boundaries of Sunniland SSA-12, which pads are not included in Sunniland SSA-12.
 - d. Grantor retains the right to engage in traditional activities on the Property, such as, but not limited to hiking, hunting (including organized hunting activities), 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. Notwithstanding the above, Grantor shall not be liable for or be obligated to restore alterations of the Property caused by third-parties or acts of God.
- 5. The following land management measures shall be undertaken as to Sunniland Family SSA 12 and the Grantor, its successors and assigns, of the fee title to the Property shall be the party responsible for such measures:

- a. On those lands within Sunniland Family SSA 12 on which Agriculture Group 2 uses are the only remaining agricultural uses, land management measures will be those customarily utilized in ranching operations in Southwest Florida. These customary measures may include brush clearing, mechanical brush control ("chopping") prescribed burning, other exotic and nuisance species control, fence construction and maintenance, silvicultural management, and berm, ditch and ranch road maintenance.
- b. For those areas to be designated for restoration and to be restored by Grantor, additional land management measures will be required. The areas designated for restoration which are to be restored by Grantor are referred to as Flowway Restoration Area and are depicted on Exhibit "E" and described in Exhibit "F". The additional land management measures which are required after restoration improvements are set forth in the Restoration Program described in Exhibit "G" hereof.
- 6. The required restoration improvements, success criteria, land management measures and other commitments of Grantor in respect to the Flowway Restoration Area are contained in the Restoration Program.
- 7. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property, except for damage or alteration of the Property caused in whole or in part by Grantee's acts or omissions.
- 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, 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 their rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. All costs and reasonable attorneys' fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

- 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.
- 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. Except as provided in Section 15 below, 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, or as provided for in the Escrow Agreement between Grantor and the County dated February 9, 2010.
- 15. Grantee acknowledges that the removal of Land Use Layers to generate Stewardship Credits under the Stewardship Easement does not preclude the use of such removal as compensation, mitigation or conservation measures under any program established by County, state or federal statute, regulation or ordinance for activities conducted in a Stewardship Receiving Area utilizing the Stewardship Credits generated by the Stewardship Easement. Grantee also acknowledges that nothing in this Stewardship Easement or County LDC precludes Grantor's right to remove one or more additional Land Use Layers and/or restoration activities for use as compensation, mitigation or conservation measures under any program established by County, state or federal statute, regulation or ordinance either concurrent with or independent of the generation of additional Stewardship Credits.

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 are

contrary to this Stewardship Easement; 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

in Witness Whereof, the day of, 2010.	Grantor has hereunto set its hand and seal the
GRANTEES' ACCEPTANCE OF STE	WARDSHIP EASEMENT
WITNESS:	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Name	By: Print Name: Its:
Signature	
Name	
Signature	
STATE OF FLORIDA COUNTY OF COLLIER	
The foregoing Stewardship Easement of , 2010, by	Agreement was executed before me this day as
the Florida Department of Agricultu Department, who is personally known identification.	asof ure and Consumer Services, on behalf of the to me or producedas
	Notary Public Name
	Name Certificate No My Commission Expires
	my commission Expired

ATTEST: DWIGHT E. BROCK, CLERK	BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA
By: Deputy Clerk	By:Fred W. Coyle, Chairman
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: A CO Godeff Wright, Assistant County Attorne Land Use Section, Chief	ey
WITNESS:	SUNNILAND FAMILY LIMITED PARTNERSHIP, a Florida limited partnership
(Signature) Theresa Pagan (Print full name) (Signature) (Print full name) STATE OF FLORIDA COUNTY OF COLLIER	By: SUNNILAND PARTNERS, LLC, a Florida limited liability company Its: General Partner By: Print Name: Aliese P. Priddy Its: Managing Member
Partners, LLC, a Florida limited liability	was executed before me this day of P. Priddy, Managing Member of Sunniland company, general partner of Sunniland Family partnership, on behalf of the company, who is as identification. Notary Public Name: Certificate No. My Commission expires:
SOUTH BOILD	my commission expires

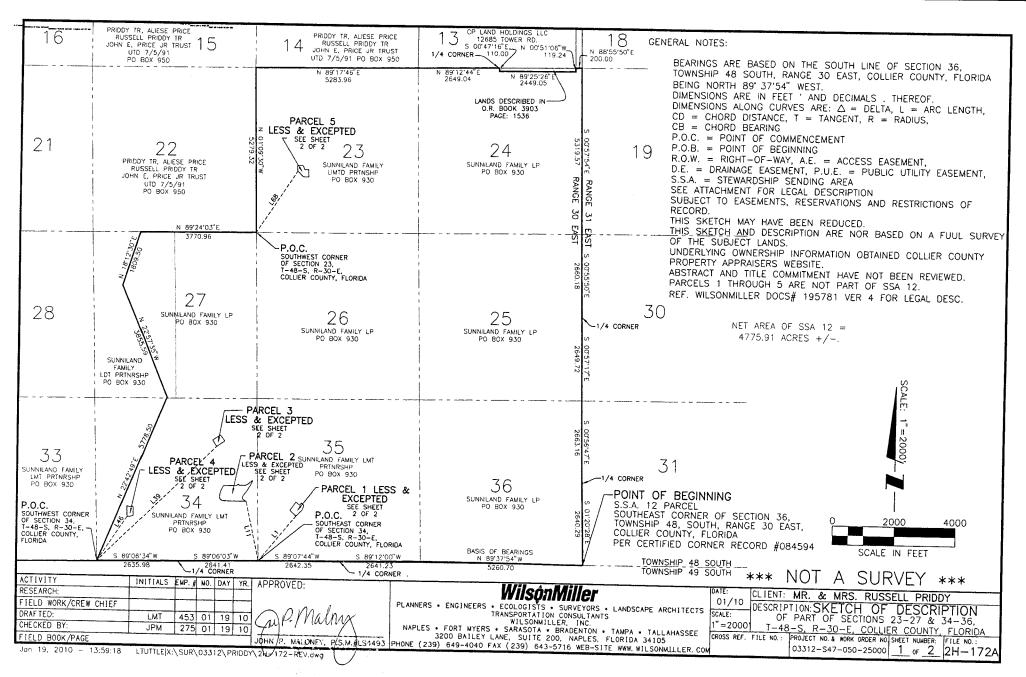
LIST OF EXHIBITS

Sunniland Stewardship Sending Area 12 Stewardship Easement Agreement

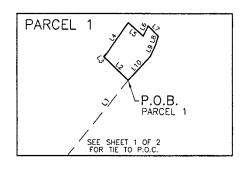
Exhibit "A"	Sunniland Family SSA 12 Land Legal Description
Exhibit "B"	Sunniland Family SSA 12 (4,775.9 acre parcel) depicted on Map of SSA Land
Exhibit "C"	Retained Land Uses
Exhibit "D"	Legal Description of Sunniland Family SSA 12 Retained Land Uses
Exhibit "E"	Suniland Family SSA 12 Flowway Restoration Area
Exhibit "F"	Legal Description of Sunniland Family SSA 12 Flowway Restoration Area
Exhibit "G"	Sunniland Family SSA 12 Restoration Plan

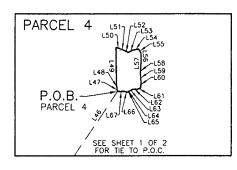
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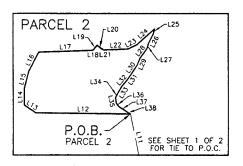
EXHIBIT A

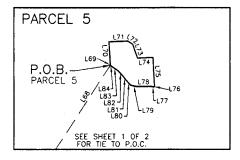


1 of 6







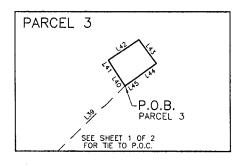


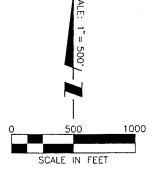
LINE	BEARING	DISTANCE
L1	N39"24'43"E	1913.15
L2	N47'25'02"W	254.89
L3	N26'36'43"W	15.98
L4	N35'50'23"E	332.75
L5	S49'58'06" E	165.60
L6	N26'59'47"E	91.11
L7	546'28'12"E	117.87
L8	S17'06'29"W	68.99
L9	S25'20'31"W	106.64
L10	S44"59"59"W	265.42
L11	N12'06'45"W	1970.05
L12	N89'22'27"W	771.23
L13	N56'18'20"W	109.73
L14	N00'00'00"E	131.88
L15	N14'31'57"E	141.48
L16	N27"18'02"E	176.95
L17	N87"59"51" E	436.30
L18	S89'06'21"E	6.43
L19	N40'10'20"E	53.21
L20	550'47'07"E	59.09
L21	N90,00,00,E	5.02
L22	N87'59'47"E	197.88
L23	N64'59'04"E	83.96
L24	N49'23'50"E	194.45
L25	S13'39'56"W	41.32
L26	S27 12'55"W	90.63
L27	S17'21'47"W	38.60
L28	\$37'24'07"W	98.55

LINE DATA

LINE	BEARING	DISTANCE
L29	S23'44'42"W	62.89
L30	S34'30'45"W	89.41
L31	S34'59'42"W	56.22
L32	S41'49'18"W	58.69
£33	S32*37'14"W	68.35
L34	S27'53'30"W	44.30
L35	S08'58'20"E	44.29
L36	S36'01'31"E	31.31
L37	S57'48'50"E	73.47
L38	S60'20'08"E	42.33
L39	N45'50'21"E	5414.39
L40	N33'22'03"W	118.93
L41	N33'22'04"W	130.08
L42	N56'34'27"E	303.88
L43	S37'20'55"E	242.47
L44	S55'18'18"W	192.42
L45	S55'18'20"W	128.38
L46	N34'07'47"E	1754.17
L47	N09'28'50"W	23.44
L48	N08'07'36"W	27.24
L49	N00'54'06"W	298.68
L50	S74'03'51"E	34.83
L51	S66'30'18"E	40.00
L52	S64'26'39"E	32.08
L53	N66'02'29"E	44.39
L54	N79'49'06"E	46.03
L55	S30'59'23"E	38.37
L56	S02'27'09"E	52.12

L	INE DAT	TA
LINE	BEARING	DISTANCE
L57	S03'39'35"W	58.52
L58	S02'43'50"W	57.61
L59	S05'00'14"E	56.19
L60	S01*38*58"W	51.37
L61	\$70'01'08"W	32.57
L62	м,00,00,00,м	38.27
L63	\$63'26'39"W	33.79
L64	S63'18'10"W	3.18
L65	S21'02'32"W	6.43
L66	N77'48'14"W	30.14
L67	N90'00'00"W	57.79
L68	N33'23'03"E	2397.77
L69	NO3'10'09"W	5.22
L70	N03'10'46"W	185.33
L71	N88'05'21"E	152.26
L72	S57'59'47"E	47.85
L73	S19'58'58"E	118.74
L74	N8742'22"E	126.90
L75	S02'51'44"E	229.96
L76	S21'56'30"W	7.49
L77	N77"19'29"W	19.99
L78	N90'00'00"W	123.06
L79	N80'32'30"W	48.29
L80	N45'00'00"W	50.53
L81	N38'39'11"W	50.84
L82	N42'16'47"W	59.01
L83	N55'18'27"W	62.77
L84	N56'56'57"W	11.04





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ACTIVITY	INITIALS EMP. # MO. DAY YR. APPROVED:	WilsonMiller	DATE: CLIENT: MR. & MRS. RUSSELL PRIDDY
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FIELD WORK/CREW CHIEF		PLANNERS • ENGINEERS • ECOLOGISTS • SURVEYORS • LANDSCAPE ARCHITECTS TRANSPORTATION CONSULTANTS	SCALE: OF PART OF SECTIONS 23-27 & 34-36,
DRAFTED:	LMT 453 01 19 10 (2) P. Majny	WILSONMILLER, INC.	1"=500' T-48-S, R-30-E, COLLIER COUNTY, FLORIDA
CHECKED BY:	JPM 275 01 19 10	NAPLES • FORT MYERS • SARASOTA • BRADENTON • TAMPA • TALLAHASSEE 3200 BAILEY LANE, SUITE 200, NAPLES, FLORIDA 34105	CROSS REF. FILE NO.: PROJECT NO. & WORK ORDER NO. SHEET NUMBER: FILE NO.:
FIELD BOOK/PAGE	JOHN F. MALQNEY, P.S.M.#LS4493 P	PHONE (239) 649-4040 FAX (239) 643-5716 WEB-SITE WWW. WILSONMILLER. COM	03312-S47-050-25000 2 of 2 2H-172A
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WilsonMiller®

Legal Description
Of part of Sections 23-27 and Sections 34-36,
Township 48 South, Range 30 East,
Collier County, Florida.
(Stewardship Sending Area 12, Revised 01/20/2010)

All that part of Sections 23-27 and Sections 34-36, Township 48 South, Range 30 East, Collier County, Florida and being more particularly described as follows:

Beginning at the Southeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida.

Thence North 89°37'54" West along the south line of said Section 36 for a distance of 5,260.70 feet to the Southeast corner of Section 35, Township 48, Range 30 East, Collier County Florida;

Thence South 89°12'00" West along the south line of said Section 35 for a distance of 2,641.23 feet to the South ¼ corner of said Section 35;

Thence continue South 89°07'44" West along said south line for a distance of 2,642.35 feet to the South east corner or Section 34, Township 48 South, Range 30 East, Collier County, Florida;

Thence South 89°06'03" West along the south line of said Section 34 for a distance of 2,641.41 feet to the South ¼ corner of said Section 34;

Thence continue South 89°06'34" West along said south line for a distance of 2,635.98 feet to the Southwest corner of said Section 34;

Thence North 22°42'49" East a distance of 5,778.50 feet to a point on the south line of Section 27, Township 48 South, Range 30 East, Collier County, Florida;

Thence leaving said south line North 22°57'35" West for a distance of 3,855.59 feet; Thence North 18°12'30" East for a distance of 1,809.50 feet to a point on the south line of Section 22, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 89°24'03" East along the south line of said Section 22, for a distance of 3,770.96 feet to the Southwest corner of Section 23, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 01°09'30" West along the west line of said Section 23, for a distance of 5,279.32 feet to the Northwest corner of said Section 23;

Thence North 89°17'46" East along the north line of said Section 23, for a distance of 5,283.96 feet to the Northwest corner of Section 24, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 89°12'44" East along the north line of said Section 24, for a distance of 2,649.04 feet to the North ¼ corner of said Section 24;

Thence leaving the north line of said Section 24 along the southerly boundary of those lands described in official records book 3903, page 1536 for the following three (3) courses:

- 1. South 00°47'16" East for a distance of 110.00 feet:
- 2. North 89°25'26" East for a distance of 2,449.05 feet;
- 3. North 00°51'06" West for a distance of 119.24 feet to a point on the north line of said Section 24, lying 200 feet west of the east line of said Section 24;

Thence North 88°55'50" East along the north line of said Section 24 for a distance of 200.00 feet to the Northeast corner of said Section 24;

Thence South 00°57'54" East along the east line of said Section 24 for a distance of 5,319.57 feet to the Northeast corner of Section 25, Township 48 South, Range 30 East, Collier County, Florida;

Exhibit A 3 of 6

800.649.4336 2

239.649.4040

F 239.643.5716

Thence South 00°55'50" East along the east line of said Section 25 for a distance of 2,660.18 feet to the East ¼ corner of said Section 25;

Thence continue South 00°57'17" East along said east line for a distance of 2,649.72 feet to the Northeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida;

Thence South 00°56'47" East along the east line of said Section 36 for a distance of 2.663.16 feet to the East ¼ corner of said Section 36;

Thence continue South 01°20'28" East along said east line for a distance of 2,640.29 feet to the Southeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida and the **POINT OF BEGINNING.**

Containing 4,793.45 acres more or less.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 1;

All that part of Section 35, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 34, Township 48 South,

Range 30 East, Collier County, Florida;

Thence North 39°24'43" East 1,913.15 feet to the POINT OF BEGINNING;

Thence North 47°25'02" West 254.89 feet;

Thence North 26°36'43" West 15.98 feet;

Thence North 35°50'23" East 332.75 feet;

Thence South 49°58'06" East 165.60 feet;

Thence North 26°59'47" East 91.11 feet;

Thence South 46°28'12" East 117.87 feet;

Thence South 17°06'29" West 68.99 feet;

Thence South 25°20'31" West 106.64 feet;

Thence South 44°59'59" West 265.42 feet to the **POINT OF BEGINNING**.

Containing 2.55 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 2;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 34;

LEGAL DESCRIPTION

Thence North 12°06'45" West 1,970.05 feet to the **POINT OF BEGINNING**;

Thence North 89°22'27" West 771.23 feet;

Thence North 56°18'20" West 109.73 feet:

Thence North 00°00'00" East 131.88 feet;

Thence North 14°31'57" East 141.48 feet;

Thence North 27°18'02" East 176.95 feet;

Thence North 87°59'51" East 436.30 feet;

Thence South 89°06'21" East 6.43 feet;

Thence North 40°10'20" East 53.21 feet;

Thence South 50°47'07" East 59.09 feet;

Thence North 90°00'00" East 5.02 feet;

Thence North 87°59'47" East 197.88 feet;

Thence North 64°59'04" East 83.96 feet;

Thence North 49°23'50" East 194.45 feet:

Thence South 13°39'56" West 41.32 feet;

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Thence South 27°12'55" West 90.63 feet;
Thence South 17°21'47" West 38.60 feet;
Thence South 37°24'07" West 98.55 feet;
Thence South 23°44'42" West 62.89 feet;
Thence South 34°30'45" West 89.41 feet;
Thence South 34°59'42" West 56.22 feet;
Thence South 41°49'18" West 58.69 feet;
Thence South 32°37'14" West 68.35 feet;
Thence South 27°53'30" West 44.30 feet;
Thence South 08°58'20" East 44.29 feet;
Thence South 36°01'31" East 31.31 feet;
Thence South 57°48'50" East 73.47 feet;
Thence South 60°20'08" East 42.33 feet to the POINT OF BEGINNING.
Containing 9.63 acres more or less.
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ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 3;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 34;

Thence North 45°50'21" East 5,414.39 feet to the POINT OF BEGINNING;

Thence North 33°22'03" West 118.93 feet;

Thence North 33°22'04" West 130.08 feet;

Thence North 56°34'27" East 303.88 feet;

Thence South 37°20'55" East 242.47 feet;

Thence South 55°18'18" West 192.42 feet;

Thence South 55°18'20" West 128.38 feet to the POINT OF BEGINNING.

Containing 1.76 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 4;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 34;

Thence North 34°07'47" East 1,754.17 feet to the POINT OF BEGINNING;

Thence North 09°28'50" West 23.44 feet;

Thence North 08°07'36" West 27.24 feet;

Thence North 00°54'06" West 298.68 feet;

Thence South 74°03'51" East 34.83 feet;

Thence South 66°30'18" East 40.00 feet;

Thence South 64°26'39" East 32.08 feet;

Thence North 66°02'29" East 44.39 feet;

Thence North 79°49'06" East 46.03 feet;

Thence South 30°59'23" East 38.37 feet:

Thence South 02°27'09" East 52.12 feet;

Thence South 03°39'35" West 58.52 feet;

Thence South 02°43'50" West 57.61 feet;

Thence South 05°00'14" East 56.19 feet;

Thence South 01°38'58" West 51.37 feet;

Thence South 70°01'08" West 32.57 feet;

Thence North 90°00'00" West 38.27 feet;

Thence South 63°26'39" West 33.79 feet:

Thence South 63°18'10" West 3.18 feet;

Thence South 21°02'32" West 6.43 feet;

Thence North 77°48'14" West 30.14 feet;

Thence North 90°00'00" West 57.79 feet to the POINT OF BEGINNING.

Containing 1.48 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 5:

All that part of Section 23, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 23;

Thence North 33°23'03" East 2,397.77 feet to the POINT OF BEGINNING:

Thence North 03°10'09" West 5.22 feet:

Thence North 03°10'46" West 185.33 feet;

Thence North 88°05'21" East 152.26 feet;

Thence South 57°59'47" East 47.85 feet;

Thence South 19°58'58" East 118.74 feet;

Thence North 87°42'22" East 126.90 feet;

Thence South 02°51'44" East 229.96 feet:

Thence South 21°56'30" West 7.49 feet;

Thence North 77°19'29" West 19.99 feet;

Thence North 90°00'00" West 123.06 feet;

Thence North 80°32'30" West 48.29 feet;

Thence North 45°00'00" West 50.53 feet;

Thence North 38°39'11" West 50.84 feet;

Thence North 42°16'47" West 59.01 feet:

Thence North 55°18'27" West 62.77 feet:

Thence North 56°56'57" West 11.04 feet to the **POINT OF BEGINNING**.

Containing 2.12 acres more or less.

Containing 4,775.91 net acres more or less.

Subject to easements and restrictions of record.

Bearings are based on the South line of said Section 36, being North 89°37'54" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

Date 1-20-2010

John P. Maloney, Professional Surveyor and Mapper #LS4493

Not valid unless embossed with the Professional's seal.

EXHIBIT B

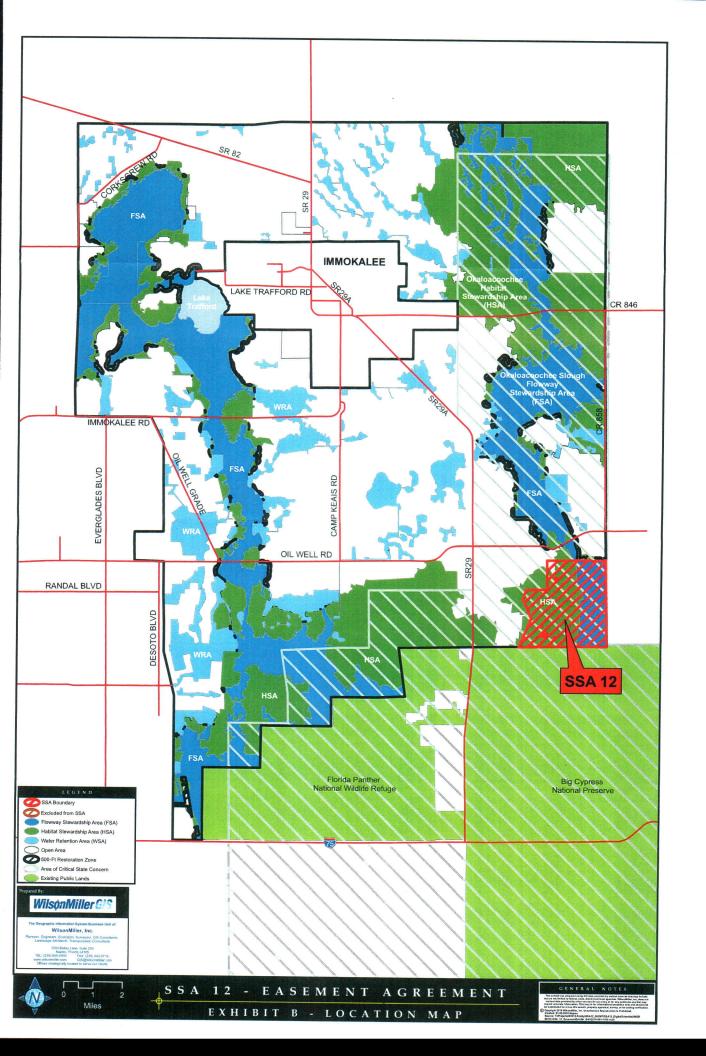


EXHIBIT C

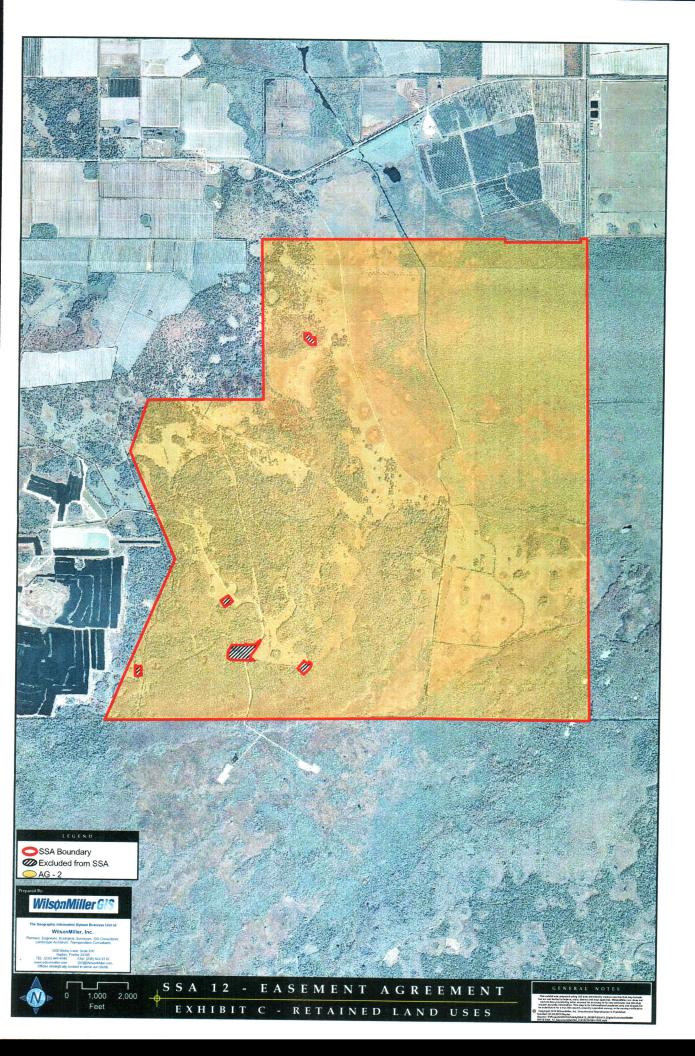
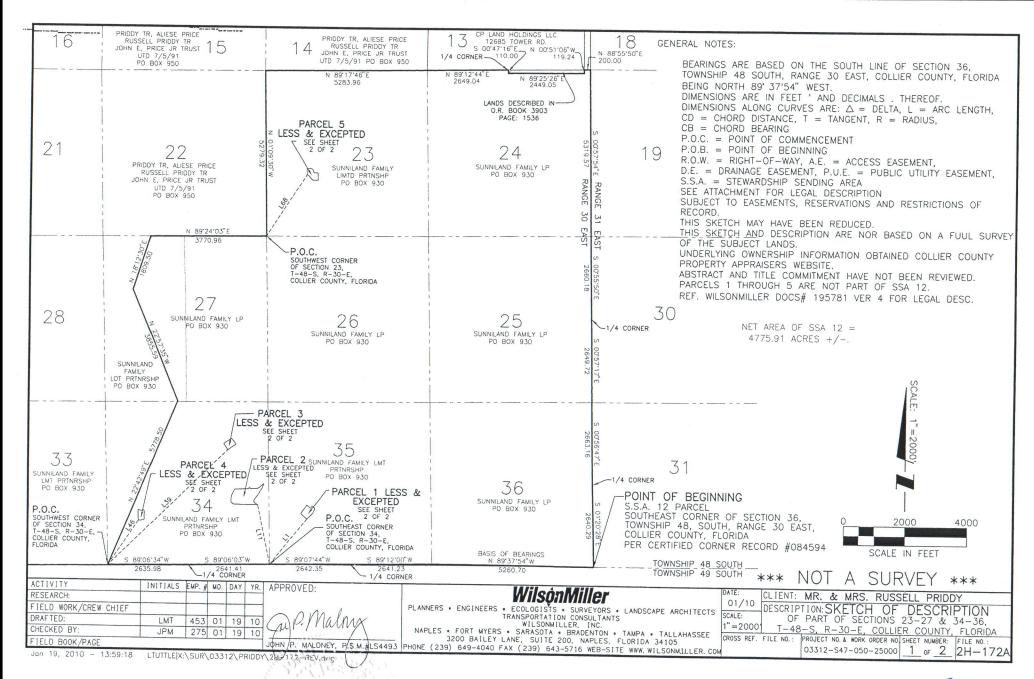
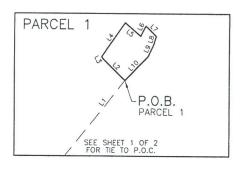
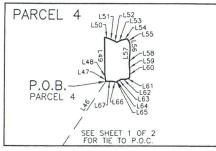
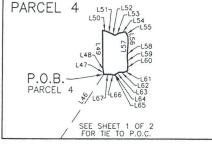


EXHIBIT D









SEE SHEET 1 OF 2 FOR TIE TO P.O.C.

PARCEL 5

P.O.B.-

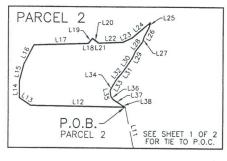
PARCEL 5

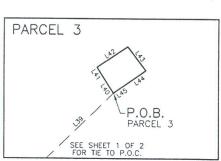


L	INE DAT	ΓA
LINE	BEARING	DISTANCE
L29	S23'44'42"W	62.89
L30	S34'30'45"W	89.41
L31	S34'59'42"W	56.22
L32	S41'49'18"W	58.69
L33	S32'37'14"W	68.35
L34	S27'53'30"W	44.30
L35	S08'58'20"E	44.29
L36	S36'01'31"E	31.31
L37	S57'48'50"E	73.47
L38	S60'20'08"E	42.33
L39	N45'50'21"E	5414.39
L40	N33'22'03"W	118.93
L41	N33'22'04"W	130.08
L42	N56'34'27"E	303.88
L43	S37'20'55"E	242.47
L44	S55*18'18"W	192.42
L45	S55'18'20"W	128.38
L46	N34'07'47"E	1754.17
L47	N09'28'50"W	23.44
L48	N08'07'36"W	27.24
L49	N00'54'06"W	298.68
L50	S74'03'51"E	34.83
L51	S66'30'18"E	40.00
L52	S64'26'39"E	32.08
L53	N66'02'29"E	44.39
L54	N79'49'06"E	46.03
L55	S30'59'23"E	38.37
L56	S02'27'09"E	52.12

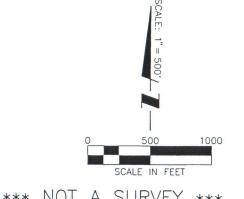
LINE	BEARING	DISTANCE
L57	S03'39'35"W	58.52
L58	S02'43'50"W	57.61
L59	S05'00'14"E	56.19
L60	S01'38'58"W	51.37
L61	S70"01'08"W	32.57
L62	N90,00,00,M	38.27
L63	S63'26'39"W	33.79
L64	S63'18'10"W	3.18
L65	S21'02'32"W	6.43
L66	N77'48'14"W	30.14
L67	N90.00.00, M	57.79
L68	N33'23'03"E	2397.77
L69	N03'10'09"W	5.22
L70	N03'10'46"W	185.33
L71	N88'05'21"E	152.26
L72	S57"59"47"E	47.85
L73	S19'58'58"E	118.74
L74	N87'42'22"E	126.90
L75	S02'51'44"E	229.96
L76	S21'56'30"W	7.49
L77	N77'19'29"W	19.99
L78	N90,00,00, M	123.06
L79	N80'32'30"W	48.29
L80	N45'00'00"W	50.53
L81	N38'39'11"W	50.84
L82	N42'16'47"W	59.01
L83	N55'18'27"W	62.77
L84	N56'56'57"W	11.04

LINE DATA





PAR	CEL 3		
		LW2 F.	
		P. JAA	
		O KAS	
	339	P.O.B.	3
	SEE FOR	SHEET 1 OF 2 TIE TO P.O.C.	



ACTIVITY	INITIALS	EMP. #	MO.	DAY	YR.	AP
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FIELD WORK/CREW CHIEF						
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CHECKED BY:	JPM	275	01	19	10	(
FIELD BOOK/PAGE					-	JOH

APPROVED:

PLANNERS • ENGINEERS • ECOLOGISTS • SURVEYORS • LANDSCAPE ARCHITECTS TRANSPORTATION CONSULTANTS

WILSONMILLER, INC.

NAPLES • FORT MYERS • SARASOTA • BRADENTON • TAMPA • TALLAHASSEE 3200 BAILEY LANE, SUITE 200, NAPLES, FLORIDA 34105

PHONE (239) 649-4040 FAX (239) 643-5716 WEB-SITE WWW. WILSONMILLER. COM

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WilsonMiller®

Legal Description
Of part of Sections 23-27 and Sections 34-36,
Township 48 South, Range 30 East,
Collier County, Florida.
(Stewardship Sending Area 12, Revised 01/20/2010)

All that part of Sections 23-27 and Sections 34-36, Township 48 South, Range 30 East, Collier County, Florida and being more particularly described as follows:

Beginning at the Southeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida.

Thence North 89°37'54" West along the south line of said Section 36 for a distance of 5,260.70 feet to the Southeast corner of Section 35, Township 48, Range 30 East, Collier County Florida;

Thence South 89°12'00" West along the south line of said Section 35 for a distance of 2,641.23 feet to the South ¼ corner of said Section 35;

Thence continue South 89°07'44" West along said south line for a distance of 2,642.35 feet to the South east corner or Section 34, Township 48 South, Range 30 East, Collier County, Florida;

Thence South 89°06'03" West along the south line of said Section 34 for a distance of 2,641.41 feet to the South ¼ corner of said Section 34;

Thence continue South 89°06'34" West along said south line for a distance of 2,635.98 feet to the Southwest corner of said Section 34;

Thence North 22°42'49" East a distance of 5,778.50 feet to a point on the south line of Section 27, Township 48 South, Range 30 East, Collier County, Florida;

Thence leaving said south line North 22°57'35" West for a distance of 3,855.59 feet; Thence North 18°12'30" East for a distance of 1,809.50 feet to a point on the south line of Section 22, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 89°24'03" East along the south line of said Section 22, for a distance of 3,770.96 feet to the Southwest corner of Section 23, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 01°09'30" West along the west line of said Section 23, for a distance of 5,279.32 feet to the Northwest corner of said Section 23;

Thence North 89°17'46" East along the north line of said Section 23, for a distance of 5,283.96 feet to the Northwest corner of Section 24, Township 48 South, Range 30 East, Collier County, Florida;

Thence North 89°12'44" East along the north line of said Section 24, for a distance of 2,649.04 feet to the North ¼ corner of said Section 24;

Thence leaving the north line of said Section 24 along the southerly boundary of those lands described in official records book 3903, page 1536 for the following three (3) courses:

- 1. South 00°47'16" East for a distance of 110.00 feet:
- 2. North 89°25'26" East for a distance of 2,449.05 feet;
- 3. North 00°51'06" West for a distance of 119.24 feet to a point on the north line of said Section 24, lying 200 feet west of the east line of said Section 24;

Thence North 88°55'50" East along the north line of said Section 24 for a distance of 200.00 feet to the Northeast corner of said Section 24:

Thence South 00°57'54" East along the east line of said Section 24 for a distance of 5,319.57 feet to the Northeast corner of Section 25, Township 48 South, Range 30 East, Collier County, Florida;



Thence South 00°55'50" East along the east line of said Section 25 for a distance of 2,660.18 feet to the East ¼ corner of said Section 25;

Thence continue South 00°57'17" East along said east line for a distance of 2,649.72 feet to the Northeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida;

Thence South 00°56'47" East along the east line of said Section 36 for a distance of 2,663.16 feet to the East ¼ corner of said Section 36;

Thence continue South 01°20'28" East along said east line for a distance of 2,640.29 feet to the Southeast corner of Section 36, Township 48 South, Range 30 East, Collier County, Florida and the **POINT OF BEGINNING.**

Containing 4,793.45 acres more or less.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 1;

All that part of Section 35, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 34, Township 48 South,

Range 30 East, Collier County, Florida;

Thence North 39°24'43" East 1,913.15 feet to the POINT OF BEGINNING;

Thence North 47°25'02" West 254.89 feet:

Thence North 26°36'43" West 15.98 feet;

Thence North 35°50'23" East 332.75 feet:

Thence South 49°58'06" East 165.60 feet;

Thence North 26°59'47" East 91.11 feet;

Thence South 46°28'12" East 117.87 feet:

Thence South 17°06'29" West 68.99 feet:

Thence South 25°20'31" West 106.64 feet;

Thence South 44°59'59" West 265.42 feet to the POINT OF BEGINNING.

Containing 2.55 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 2;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 34;

LEGAL DESCRIPTION

Thence North 12°06'45" West 1,970.05 feet to the POINT OF BEGINNING;

Thence North 89°22'27" West 771.23 feet;

Thence North 56°18'20" West 109,73 feet:

Thence North 00°00'00" East 131.88 feet:

Thence North 14°31'57" East 141.48 feet:

Thence North 27°18'02" East 176.95 feet;

Thence North 87°59'51" East 436.30 feet:

Thence South 89°06'21" East 6.43 feet;

Thence North 40°10'20" East 53.21 feet:

Thence South 50°47'07" East 59.09 feet;

Thence North 90°00'00" East 5.02 feet:

Thence North 87°59'47" East 197.88 feet:

Thence North 64°59'04" East 83.96 feet;

Thence North 49°23'50" East 194.45 feet:

Thence South 13°39'56" West 41.32 feet;



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Thence South 27°12'55" West 90.63 feet;
Thence South 17°21'47" West 38.60 feet;
Thence South 37°24'07" West 98.55 feet;
Thence South 23°44'42" West 62.89 feet;
Thence South 34°30'45" West 89.41 feet;
Thence South 34°59'42" West 56.22 feet;
Thence South 41°49'18" West 58.69 feet;
Thence South 32°37'14" West 68.35 feet;
Thence South 27°53'30" West 44.30 feet;
Thence South 08°58'20" East 44.29 feet;
Thence South 36°01'31" East 31.31 feet;
Thence South 57°48'50" East 73.47 feet;
Thence South 60°20'08" East 42.33 feet to the POINT OF BEGINNING.
Containing 9.63 acres more or less.
```

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 3;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 34;

Thence North 45°50'21" East 5,414.39 feet to the **POINT OF BEGINNING**;

Thence North 33°22'03" West 118.93 feet;

Thence North 33°22'04" West 130.08 feet;

Thence North 56°34'27" East 303.88 feet:

Thence South 37°20'55" East 242.47 feet;

Thence South 55°18'18" West 192.42 feet;

Thence South 55°18'20" West 128.38 feet to the **POINT OF BEGINNING.**

Containing 1.76 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 4;

All that part of Section 34, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 34;

Thence North 34°07'47" East 1,754.17 feet to the **POINT OF BEGINNING**;

Thence North 09°28'50" West 23.44 feet; Thence North 08°07'36" West 27.24 feet;

Thence North 00°54'06" West 298.68 feet;

Thence South 74°03'51" East 34.83 feet:

Thence South 66°30'18" East 40.00 feet;

Thence South 64°26'39" East 32.08 feet;

Thence North 66°02'29" East 44.39 feet;

Thence North 79°49'06" East 46.03 feet;

Thence South 30°59'23" East 38.37 feet;

Thence South 02°27'09" East 52.12 feet;

Thence South 03°39'35" West 58.52 feet;

Thence South 02°43'50" West 57.61 feet:

Thence South 05°00'14" East 56.19 feet;

Thence South 01°38'58" West 51.37 feet:

Theree South of 30 30 West 51.57 feet

Thence South 70°01'08" West 32.57 feet;

Thence North 90°00'00" West 38.27 feet;



1/20/2010 - 195781 - Ver: 4 - JCSOTTY 03312-C47-050 - - 0

Thence South 63°26'39" West 33.79 feet;

Thence South 63°18'10" West 3.18 feet;

Thence South 21°02'32" West 6.43 feet;

Thence North 77°48'14" West 30.14 feet;

Thence North 90°00'00" West 57.79 feet to the **POINT OF BEGINNING.**

Containing 1.48 acres more or less.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL 5;

All that part of Section 23, Township 48 South, Range 30 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 23;

Thence North 33°23'03" East 2,397.77 feet to the POINT OF BEGINNING;

Thence North 03°10'09" West 5.22 feet;

Thence North 03°10'46" West 185.33 feet;

Thence North 88°05'21" East 152.26 feet;

Thence South 57°59'47" East 47.85 feet;

Thence South 19°58'58" East 118.74 feet;

Thence North 87°42'22" East 126.90 feet;

Thence South 02°51'44" East 229.96 feet;

Thence South 21°56'30" West 7.49 feet;

Thence North 77°19'29" West 19.99 feet;

Thence North 90°00'00" West 123.06 feet;

Thence North 80°32'30" West 48.29 feet;

Thence North 45°00'00" West 50.53 feet;

Thence North 38°39'11" West 50.84 feet;

Thence North 42°16'47" West 59.01 feet;

Thence North 55°18'27" West 62.77 feet;

Thence North 56°56'57" West 11.04 feet to the **POINT OF BEGINNING**.

Containing 2.12 acres more or less.

Containing 4,775.91 net acres more or less.

Subject to easements and restrictions of record.

Bearings are based on the South line of said Section 36, being North 89°37'54" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

Par Della Day

Date 1-20-2010

John P. Maloney, Professional Surveyor and Mapper #LS4493

2H-172A

Not valid unless embossed with the Professional's seal.

Exhibito

1/20/2010 - 195781 - Ver: 4 - JCSOTTY 03312-C47-050 - - 0

EXHIBIT E

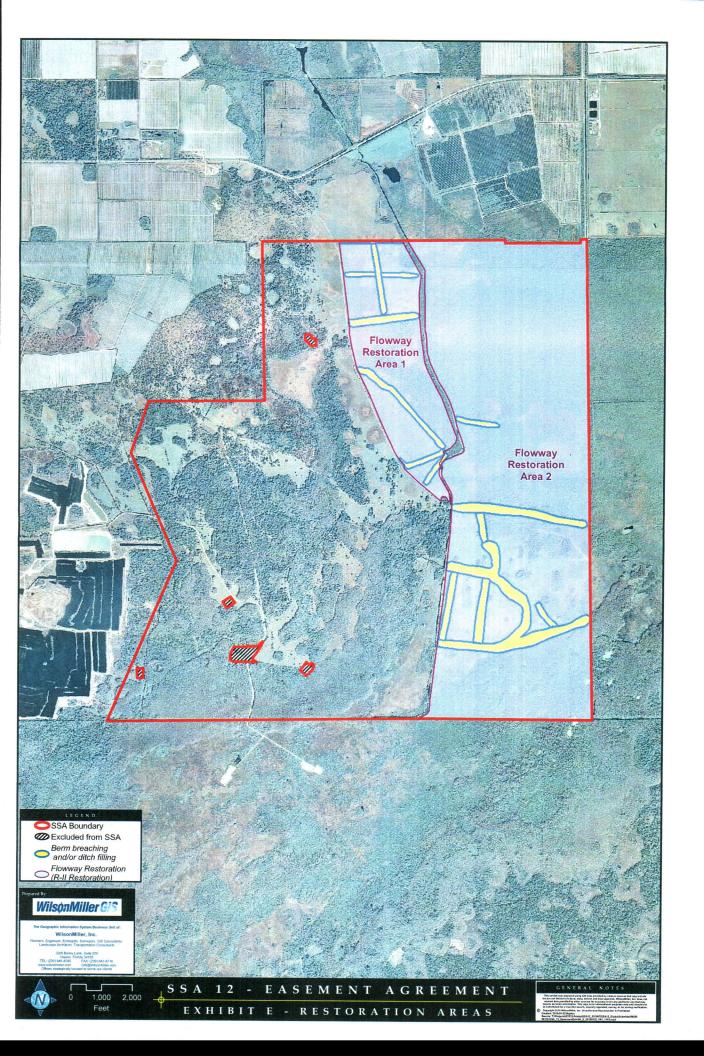
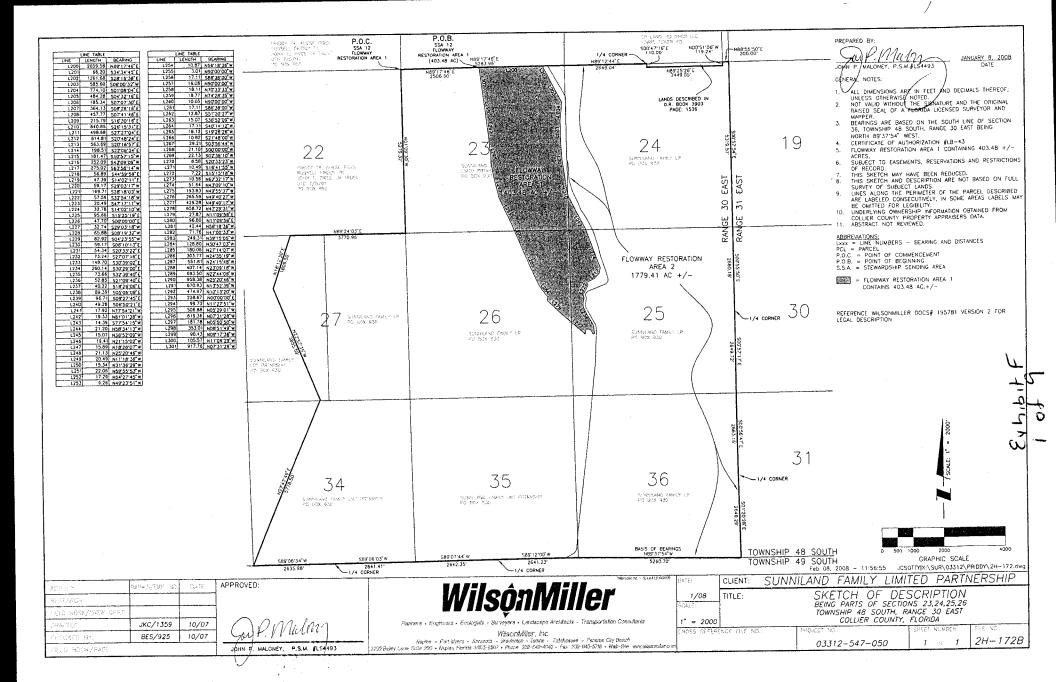


EXHIBIT F



DESCRIPTION OF LANDS LYING WITHIN SECTIONS 23, 24, 25, AND 26

TOWNSHIP 48 SOUTH, RANGE 30 EAST COLLIER COUNTY, FLORIDA

(STEWARDSHIP SENDING AREA 12 - FLOWWAY RESTORATION AREA 1)

STEWARDSHIP SENDING AREA 12 -FLOWWAY RESTORATION AREA 1 (403.48 ACRE PARCEL)

ALL THAT PART OF SECTIONS 23, 24, 25, AND 26, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA.
THENCE CONTINUING NORTH 89°17'46" EAST ALONG THE NORTH LINE OF SAID SECTION 23 FOR A DISTANCE OF 2506.60 FEET TO THE POINT OF BEGINNING.
THENCE NORTH 89°17'44" EAST ALONG THE NORTH LINE OF SAID SECTION 23 FOR A DISTANCE OF 2059.58 FEET TO A POINT ON SAID NORTH LINE;
THENCE LEAVING SAID NORTH LINE IN STRAIGHT LINE VERTICES THROUGH THE FOLLOWING 101 COURSES:

- 1, THENCE SOUTH 34°34'45" EAST 66.20 FEET;
- 2. THENCE SOUTH 28°16'38" EAST 1261.68 FEET;
- 3. THENCE SOUTH 06°00'32" WEST 585.60 FEET;
- 4. THENCE SOUTH 01°08'04" EAST 774.10 FEET;
- 5. THENCE SOUTH 04°32'16" EAST 484.28 FEET;
- THENCE SOUTH 07°07'30" EAST 185.34 FEET;
- 7. THENCE SOUTH 08°28'16" EAST 364.13 FEET;
- 8. THENCE SOUTH 07°41'46" EAST 457.77 FEET;
- 9. THENCE SOUTH 16°30'16" EAST 215.79 FEET;
- 10. THENCE SOUTH 26°15'31" EAST 640.85 FEET;
- 11. THENCE SOUTH 27°27'04" EAST 498.68 FEET;
- 12. THENCE SOUTH 20°48'24" EAST 614.81 FEET;
- 13. THENCE SOUTH 20°16'57" EAST 563.69 FEET;
- 14. THENCE SOUTH 22°06'34" EAST 198.51 FEET;
- 15. THENCE SOUTH 10°57'15" WEST 181.47 FEET; 16. THENCE SOUTH 43°09'09" WEST 252.09 FEET;
- 10. THENCE SOUTH 45 09 09 WEST 252.09 FEET,
- 17. THENCE SOUTH 63°58'14" WEST 275.02 FEET; 18. THENCE SOUTH 44°59'59" EAST 56.89 FEET;
- 19. THENCE SOUTH 14°02'11" EAST 47.39 FEET;
- 20. THENCE SOUTH 29°03'17" WEST 59.17 FEET;
- 21. THENCE SOUTH 28°18'03" WEST 169.71 FEET;
- 22. THENCE SOUTH 32°54'18" WEST 57.59 FEET;
- 23. THENCE SOUTH 47°17'11" WEST 20.49 FEET;
- 24. THENCE SOUTH 14°02'10" WEST 32.78 FEET;
- 25. THENCE SOUTH 15°25'19" EAST 95.66 FEET;
- 26. THENCE SOUTH 00°00'00" EAST 47.70 FEET; 27. THENCE SOUTH 29°03'18" WEST 32.74 FEET;
- 27. THENOE COUTH CONTRIBUTION WEST OF SO FEET,
- 28. THENCE SOUTH 08°19'32" WEST 65.88 FEET;
- 29. THENCE SOUTH 04°23'55" WEST 82.92 FEET; 30. THENCE SOUTH 06°10'13" EAST 59.17 FEET;
- 31. THENCE SOUTH 00 10 13 EAST 39.17 FEET;
- 32. THENCE SOUTH 27°07'16" EAST 73.24 FEET;

33. THENCE SOUTH 30°39'02" EAST 149,70 FEET: 34. THENCE SOUTH 30°29'00" EAST 260.14 FEET: 35. THENCE SOUTH 32°39'40" EAST 73.66 FEET; 36. THENCE SOUTH 21°09'40" EAST 52.85 FEET: 37. THENCE SOUTH 18°26'06" EAST 40.22 FEET: 38. THENCE SOUTH 05°06'08" EAST 89.39 FEET: 39. THENCE SOUTH 09°27'45" EAST 96.71 FEET; 40. THENCE SOUTH 06°50'21" EAST 49.28 FEET: 41. THENCE NORTH 77°54'21" WEST 17.92 FEET: 42. THENCE NORTH 81°01'36" WEST 19.33 FEET; 43. THENCE SOUTH 77°54'15" WEST 14.39 FEET: 44. THENCE NORTH 58°34'13" WEST 21.20 FEET: 45. THENCE NORTH 36°52'09" WEST 15.07 FEET; 46. THENCE NORTH 21°15'02" WEST 19.41 FEET; 47. THENCE NORTH 18°26'07" WEST 15.89 FEET; 48. THENCE NORTH 25°20'46" WEST 21.13 FEET; 49. THENCE NORTH 11°18'36" WEST 20.49 FEET: 50. THENCE NORTH 31°36'29" WEST 15.34 FEET: 51. THENCE NORTH 59°55'53" WEST 22.06 FEET: 52. THENCE NORTH 54°27'45" WEST 17.29 FEET; 53. THENCE NORTH 49°23'51" WEST 9.26 FEET; 54. THENCE NORTH 56°18'36" WEST 10.87 FEET; 55. THENCE NORTH 90°00'00" WEST 3.01 FEET; 56. THENCE SOUTH 86°38'00" WEST 17.11 FEET: 57. THENCE NORTH 90°00'00" WEST 16.08 FEET: 58. THENCE NORTH 70°33'33" WEST 18.11 FEET; 59. THENCE NORTH 74°28'35" WEST 18.77 FEET; 60. THENCE NORTH 90°00'00" WEST 10.05 FEET: 61. THENCE SOUTH 86°38'00" WEST 17.11 FEET; 62. THENCE SOUTH 51°20'27" WEST 12.87 FEET: 63. THENCE SOUTH 36°52'09" WEST 15.07 FEET: 64. THENCE SOUTH 40°14'12" WEST 17.11 FEET; 65. THENCE SOUTH 19°26'26" WEST 18.12 FEET: 66. THENCE SOUTH 21°48'00" WEST 10.82 FEET: 67. THENCE SOUTH 03°56'44" WEST 29.21 FEET; 68. THENCE SOUTH 00°00'00" WEST 21.10 FEET: 69. THENCE SOUTH 02°36'10" WEST 22.13 FEET: 70. THENCE SOUTH 20°33'23" WEST 8.58 FEET; 71. THENCE SOUTH 16°41'55" WEST 10.49 FEET; 72. THENCE SOUTH 15°15'18" WEST 7.22 FEET; 73. THENCE NORTH 62°32'17" WEST 10.56 FEET: 74. THENCE NORTH 43°09'10" WEST 51.64 FEET: 75. THENCE NORTH 49°55'37" WEST 193.83 FEET: 76. THENCE NORTH 49°40'27" WEST 265.59 FEET; 77. THENCE NORTH 49°40'17" WEST 429.28 FEET; 78. THENCE NORTH 47°29'31" WEST 658.72 FEET; 79. THENCE NORTH 11°09'56" EAST 27.87 FEET; 80. THENCE NORTH 11°09'56" EAST 96.80 FEET: 81. THENCE NORTH 56°18'36" WEST 42.44 FEET; 82. THENCE NORTH 41°00'33" WEST 71.76 FEET; 83. THENCE NORTH 39°15'05" WEST 249.31 FEET; 84. THENCE NORTH 30°47'03" WEST 128.80 FEET; 85. THENCE NORTH 27°14'07" WEST 180.06 FEET; 86. THENCE NORTH 24°35'19" WEST 303.77 FEET: 87. THENCE NORTH 24°15'48" WEST 551.81 FEET: 88. THENCE NORTH 23°09'18" WEST 407.14 FEET;

89. THENCE NORTH 22°44'06" WEST 693.50 FEET; 90. THENCE NORTH 25°20'46" WEST 958.38 FEET; 91. THENCE NORTH 13°52'39" WEST 670.93 FEET; 92. THENCE NORTH 10°13'20" WEST 474.97 FEET; 93. THENCE NORTH 00°00'00" EAST 228.67 FEET; 94. THENCE NORTH 11°27'51" WEST 99.73 FEET; 95. THENCE NORTH 05°29'01" WEST 506.88 FEET; 96. THENCE NORTH 07°31'28" WEST 619.36 FEET; 97. THENCE NORTH 05°50'50" WEST 181.78 FEET; 98. THENCE NORTH 06°51'49" WEST 353.01 FEET; 99. THENCE NORTH 09°17'36" WEST 90.43 FEET; 100. THENCE NORTH 11°06'29" WEST 105.57 FEET; 101. THENCE NORTH 07°31'28" WEST 917.76 FEET TO THE POINT OF BEGINNING.

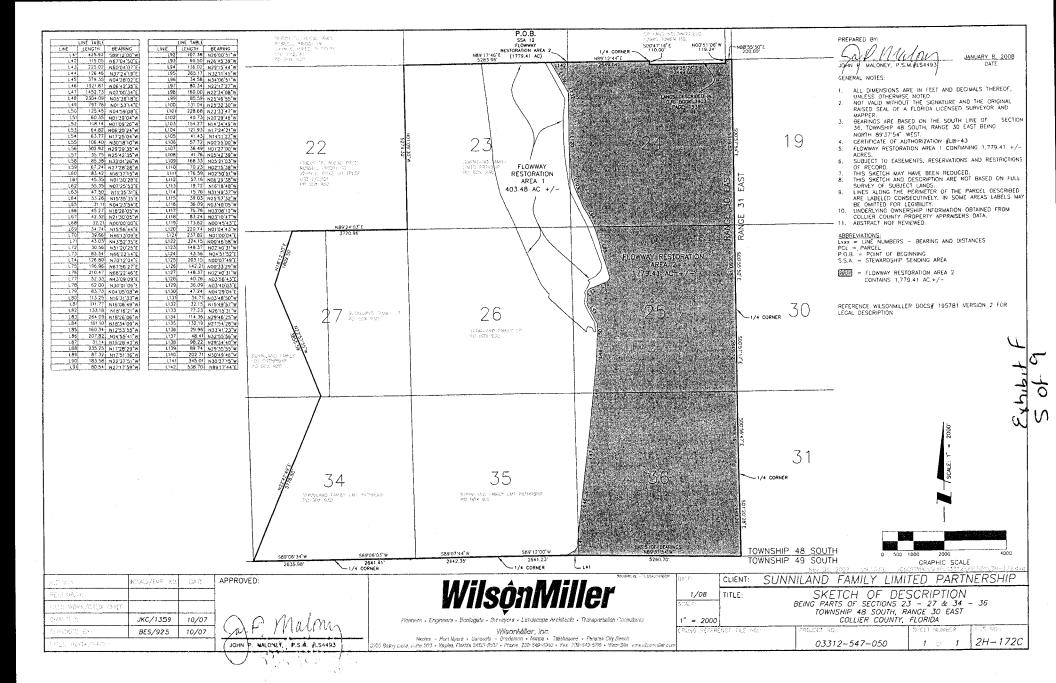
PARCEL CONTAINS 403.47 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD BEARINGS ARE BASED ON THE ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 89°37'54" WEST

By: Carl. Malonov Professional Sur

Date 01-25 -2010

John P. Maloney, Professional Surveyor and Mapper #LS4493

WIESCHMILLER, INC. REGISTERED ENGINEERS AND LAND SURVEYORS. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A PROFESSIONAL SURVEYOR AND MAPPER.



DESCRIPTION OF LANDS LYING WITHIN SECTIONS 23, 24, 25, 35 AND 36

TOWNSHIP 48 SOUTH, RANGE 30 EAST COLLIER COUNTY, FLORIDA

(STEWARDSHIP SENDING AREA 12 - FLOWWAY RESTORATION AREA 2)

STEWARDSHIP SENDING AREA 12 -FLOWWAY RESTORATION AREA 2 (1779.41 ACRE PARCEL)

ALL THAT PART OF SECTIONS 23, 24, 25, 35, AND 36, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

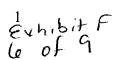
BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA.

THENCE NORTH 89°12'44" EAST ALONG THE NORTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 2,649.04 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE LEAVING NORTH LINE OF SAID SECTION 24 ALONG THE SOUTHERLY BOUNDARY OF LANDS DECRIBED IN OFFICAL RECORDS BOOK 3903, PAGE 1536 FOR THE FOLLOWING THREE (3) COURSES:

- 1. THENCE SOUTH 00°47'16" EAST FOR A DISTANCE OF 110.00 FEET;
- 2. THENCE NORTH 89°25'26" EAST FOR A DISTANCE OF 2,449.05 FEET;
- 3. THENCE NORTH 00°51'06" WEST FOR A DISTANCE OF 119.24 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 24 LYING 200 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 24;

THENCE NORTH 88°55'50" EAST ALONG THE NORTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 00°57'54" EAST ALONG THE EAST LINE OF SAID SECTION 24 FOR A DISTANCE OF 5,319.57 FEET TO THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°55'50" EAST ALONG THE EAST LINE OF SAID SECTION 25 FOR A DISTANCE OF 2,660.18 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE CONTINUE SOUTH 00°57'17" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2,649.72 FEET TO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°56'47" EAST ALONG THE EAST LINE OF SAID SECTION 36 FOR A DISTANCE OF 2,663.16 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE CONTINUE SOUTH 01°20'28" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2,640.29 FEET TO THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA. THENCE NORTH 89°37'54" WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 5,260.70 FEET TO THE SOUTHEAST CORNER OF SECTION 35. TOWNSHIP 48, RANGE 30 EAST, COLLIER COUNTY FLORIDA; THENCE SOUTH 89°12'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 FOR A DISTANCE OF 425.92 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE LEAVING SAID SOUTH LINE IN STRAIGHT LINE VERTICES THROUGH THE **FOLLOWING 100 COURSES:**

- 1. THENCE NORTH 67°04'50" EAST 115.05 FEET;
- 2. THENCE NORTH 60°04'07" EAST 225.02 FEET;
- 3. THENCE NORTH 37°24'19" EAST 126.46 FEET;
- 4. THENCE NORTH 04°28'02" EAST 379.35 FEET;



5. THENCE NORTH 06°42'35" EAST 1,921.87 FEET: THENCE NORTH 07°00'34" EAST 1,452.73 FEET; 7. THENCE NORTH 05°38'18" EAST 2,304.09 FEET: THENCE NORTH 01°53'14" EAST 797.76 FEET; 9. THENCE NORTH 04°59'08" EAST 125.45 FEET; 10. THENCE NORTH 01°39'04" WEST 60.35 FEET: 11. THENCE NORTH 01°09'26" WEST 118.14 FEET: 12. THENCE NORTH 06°20'24" WEST 64.82 FEET; 13. THENCE NORTH 17°25'04" WEST 63.77 FEET: 14. THENCE NORTH 30°18'10" WEST 106.40 FEET: 15. THENCE NORTH 29°29'35" WEST 302.92 FEET: 16. THENCE NORTH 25°42'35" WEST 35.75 FEET: 17. THENCE NORTH 33°01'26" WEST 85.38 FEET: 18. THENCE NORTH 27°28'28" WEST 67.24 FEET: 19. THENCE NORTH 16°37'15" WEST 83.42 FEET; 20. THENCE NORTH 01°30'28" EAST 45.35 FEET; 21. THENCE NORTH 07°25'53" EAST 55.35 FEET; 22. THENCE NORTH 11°35'31" EAST 47.50 FEET: 23. THENCE NORTH 15°35'35" EAST 53.26 FEET; 24. THENCE NORTH 04°23'54" EAST 31.11 FEET; 25. THENCE NORTH 18°26'05" WEST 45.27 FEET: 26. THENCE NORTH 21°30'05" WEST 42.32 FEET: 27. THENCE NORTH 00°00'00" EAST 32.21 FEET: 28. THENCE NORTH 15°56'44" EAST 34.74 FEET: 29. THENCE NORTH 46°13'09" EAST 39.66 FEET; 30. THENCE NORTH 43°52'35" EAST 43.03 FEET: 31. THENCE NORTH 51°20'25" EAST 30.56 FEET: 32. THENCE NORTH 66°22'14" EAST 83.34 FEET; 33. THENCE NORTH 70°12'04" EAST 126.80 FEET; 34. THENCE NORTH 67°56'27" EAST 196.96 FEET: 35. THENCE NORTH 68°22'46" EAST 210.47 FEET; 36. THENCE NORTH 43°09'09" EAST 52.33 FEET: 37. THENCE NORTH 30°01'06" EAST 62.00 FEET: 38. THENCE NORTH 04°05'08" WEST 83,73 FEET; 39. THENCE NORTH 16°31'33" WEST 113.25 FEET: 40. THENCE NORTH 16°06'49" WEST 111.77 FEET: 41. THENCE NORTH 18°16'21" WEST 133.18 FEET; 42. THENCE NORTH 18°26'06" WEST 264.09 FEET: 43. THENCE NORTH 18°34'09" WEST 161.10 FEET: 44. THENCE NORTH 12°53'55" WEST 160.34 FEET; 45. THENCE NORTH 14°55'41" WEST 207.82 FEET; 46. THENCE NORTH 15°28'43" WEST 31.14 FEET; 47. THENCE NORTH 17°28'29" WEST 235.25 FEET; 48. THENCE NORTH 17°51'36" WEST 87.32 FEET: 49. THENCE NORTH 22°37'51" WEST 183.58 FEET; 50. THENCE NORTH 27°17'59" WEST 80.54 FEET; 51. THENCE NORTH 26°00'51" WEST 107.38 FEET: 52. THENCE NORTH 26°45'39" WEST 60.50 FEET: 53. THENCE NORTH 29°15'44" WEST 136.02 FEET; 54. THENCE NORTH 32°11'45" WEST 265.17 FEET: 55. THENCE NORTH 34°06'51" WEST 34,58 FEET: 56. THENCE NORTH 22°17'27" WEST 80.34 FEET; 57. THENCE NORTH 22°34'08" WEST 160.00 FEET; 58. THENCE NORTH 25°46'55" WEST 85.59 FEET: 59. THENCE NORTH 25°32'30" WEST 131.04 FEET; 60. THENCE NORTH 23°33'47" WEST 228.68 FEET;

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61. THENCE NORTH 20°29'46" WEST 40.73 FEET:
62. THENCE NORTH 14°34'49" WEST 154.27 FEET;
63. THENCE NORTH 17°24'21" WEST 121.93 FEET;
64. THENCE NORTH 14°11'27" WEST 41.43 FEET;
65. THENCE NORTH 00°55'00" WEST 57.72 FEET;
66. THENCE NORTH 01°27'00" WEST 36.49 FEET;
67. THENCE NORTH 05°42'39" WEST 41.76 FEET:
68. THENCE NORTH 05°21'03" WEST 168.33 FEET:
69. THENCE NORTH 02°15'38" WEST 70.23 FEET:
70. THENCE NORTH 02°50'51" WEST 176.59 FEET;
71. THENCE NORTH 06°29'38" WEST 57.16 FEET:
72. THENCE NORTH 16°18'48" WEST 19.72 FEET;
73. THENCE NORTH 31°49'37" WEST 15.76 FEET;
74. THENCE NORTH 25°57'32" WEST 39.03 FEET:
75. THENCE NORTH 03°40'05" WEST 36.09 FEET:
76. THENCE NORTH 03°06'12" WEST 76.76 FEET;
77. THENCE NORTH 03°10'47" WEST 83.24 FEET;
78. THENCE NORTH 00°45'43" EAST 173.62 FEET;
79. THENCE NORTH 01°04'43" WEST 220.74 FEET;
80. THENCE NORTH 01°00'04" EAST 237.82 FEET;
81. THENCE NORTH 00°48'58" WEST 324.15 FEET;
82. THENCE NORTH 02°40'31" WEST 148.37 FEET;
83. THENCE NORTH 04°51'52" EAST 43.56 FEET;
84. THENCE NORTH 00°07'49" EAST 203.15 FEET:
85. THENCE NORTH 00°33'29" WEST 142.21 FEET;
86. THENCE NORTH 02°40'31" WEST 148.37 FEET;
87. THENCE NORTH 03°56'43" EAST 40.26 FEET:
88. THENCE NORTH 03°40'03" EAST 36.09 FEET;
89. THENCE NORTH 04°29'04" EAST 47.24 FEET;
90. THENCE NORTH 03°48'50" WEST 34.71 FEET;
91. THENCE NORTH 15°49'57" WEST 32.15 FEET;
92. THENCE NORTH 26°15'31" WEST 77.23 FEET;
93. THENCE NORTH 29°46'25" WEST 114.36 FEET;
94. THENCE NORTH 27°54'28" WEST 132.19 FEET;
95. THENCE NORTH 33°41'23" WEST 29.96 FEET:
96. THENCE NORTH 32°55'56" WEST 48.41 FEET:
97. THENCE NORTH 29°34'40" WEST 98.22 FEET;
98. THENCE NORTH 29°35'55" WEST 89.74 FEET:
99. THENCE NORTH 30°49'46" WEST 202.71 FEET:
100. THENCE NORTH 30°37'15" WEST 345.01 FEET TO A POINT ON THE NORTH LINE OF
SECTION 23, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA;
THENCE NORTH 89°17'44" EAST ALONG THE NORTH LINE OF SAID SECTION 23 FOR A
DISTANCE OF 538.70 FEET TO THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP
48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA.
SAID POINT BEING THE POINT OF BEGINNING.
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PARCEL CONTAINS 1,779.41 ACRES.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
BEARINGS ARE BASED ON THE ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 48
SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA
BEING NORTH 89°37'54" WEST, PER FLORIDA STATE PLANE COORDINATE SYSTEM,
FLORIDA EAST ZONE, NORTH AMERICAN DATUM 83.

FLOWWAY RESTORATION PARCEL 2 CONTAINS 1779.41 ACRES MORE OR LESS.

By: San P. Malm	Date 01 - 25 - 10
John P Maloney, Professional Surveyor and Mapper #LS449	93
WILSOMMILLER, INC. REGISTERED ENGINEERS AND LAND SUR	VEYORS.
NOT VACID WITHOUT THE SIGNATURE AND ORIGINAL RAISED S	EAL OF A

EXHIBIT G

EXHIBIT G RESTORATION PROGRAM

- 1. The purpose of this Restoration Program is to identify the restoration improvements, eligibility criteria, applicable success criteria, and land management measures for Flowway Restoration Areas 1 and 2 of SSA 12. The legal descriptions for these Restoration Areas can be found in Exhibit "E" of the SSA 12 Stewardship Credit Agreement and Exhibit "D" of the SSA 12 Stewardship Easement Agreement.
- a. Flowway Restoration Area 1 is approximately 403.5 acres in size and is within the Okaloacoochee Slough FSA as delineated on the RLSA Overlay Map. The restoration improvements will consist of hydrologic restoration improvements that will reduce physical impediments to sheetflow and functionally enhance the flowway's natural hydrologic regime.
- b. The hydrologic restoration improvements will consist of breaching and/or partially removing berms to the natural grade of adjacent lands within Flowway Restoration Area 1 (Credit Agreement Exhibit E), sufficient to reestablish a natural flow regime. Grantor will design the location, size, and number of berm alterations necessary to restore the natural flow regime, while minimizing impacts to native tree species on the existing berms and spoil piles. Where necessary, canals will also be partially filled to the existing natural grade, and/or redirected to restore a more natural sheetflow. SFWMD Big Cypress Basin shall determine if the Design is adequate to restore the natural flow regime. Once the Design is determined to be adequate, Grantor shall cause the restoration improvements to be made.
- c. The ecological restoration improvements within Flowway Restoration Area 1 shall consist of controlling exotic and nuisance vegetation (as currently defined by the Florida Exotic Plant Pest Council) to levels less than 5% area coverage. The primary exotic and nuisance species will be controlled through a combination of mechanical removal, directed herbicide applications, and controlled burning.
- d. The applicant will notify staff when success criteria have been achieved. Within 90 days of said notification, staff will confirm that the berms have been breached and/or leveled, consistent with the Design, and that ecological restoration improvements have met the minimum criteria listed above. Upon said confirmation by County Staff, success criteria shall be deemed to have been met, and the additional stewardship credits from

Flowway Restoration Area 1 shall be available for transfer or utilization by Grantor

- e. The land management measures for Flowway Restoration Area 1 shall be to control exotics within the 403.5-acre restoration area.
- f. Flowway Restoration Area 2 is approximately 1,779.4 acres in size and is within the limits of the Okaloacoochee Slough FSA. The restoration improvements will consist of: (1) hydrologic restoration improvements that will increase the width of the flow way and functionally enhance the flow way's natural hydrologic regime; (2) ecological restoration improvements that will control exotic vegetation to improve ecological functions; and (3) the supplemental planting of native species to restore habitats. Supplemental plantings shall be reviewed by Collier County Environmental Services staff. Restoring the field to a natural flow regime within the Okaloacoochee Slough FSA will re-create historic sheetflow patterns onsite and rehydrate areas south and southwest of the property.
- g. The hydrologic restoration improvements will consist of breaching and/or partially removing berms to the natural grade of adjacent lands within Flowway Restoration Area 2 (Credit Agreement Exhibit E), sufficient to reestablish a natural flow regime. Grantor will design the location, size, and number of berm alterations necessary to restore the natural flow regime, while minimizing impacts to native tree species on the existing berms and spoil piles. Where necessary, canals will also be partially filled to the existing natural grade, and/or redirected to restore a more natural sheetflow. SFWMD Big Cypress Basin shall determine if the Design is adequate to restore the natural flow regime. Once the Design is determined to be adequate, Grantor shall cause the restoration improvements to be made.
- h. Ecological improvements within Flowway Restoration Area 2 shall consist of controlling exotic and nuisance vegetation (as currently defined by the Florida Exotic Plant Pest Council) to levels less than 5% area coverage. The primary exotic and nuisance species will be controlled through a combination of mechanical removal, directed herbicide applications, and controlled burning. Exotic and nuisance species within the deeper portions of Flowway Restoration Area 2, primarily primrose willow (*Ludwigia peruviana*) and cattail (*Typha spp.*), may be excluded from intensive control efforts due to the flowway water depths, equipment access, the intensity of mechanical and/or chemical treatments necessary for control, and potential environmental impacts.
- The applicant will notify staff when success criteria have been achieved.
 Within 90 days of said notification, staff will confirm that the berms have

been breached and/or leveled, consistent with the Design, and that ecological restoration improvements have met the minimum criteria listed above. Upon said confirmation by County Staff, success criteria shall be deemed to have been met, and the additional stewardship credits from Restoration Area B shall be available for transfer or utilization by Grantor.

- j. The land management measures for Flowway Restoration Area 2 shall be to control exotics within the 1,779.4-acre restoration area.
- k. The estimated annual costs of the land management measures for Flowway Restoration Areas 1 and 2 are \$8,000. Owner shall procure, at its election, either a bond or letter of credit ("Surety") on an annual basis in favor of the Grantees in an amount equal to 120% of the annual costs of the land management measures. This obligation shall start 30 days after Grantor has received notice from the County that any Stewardship Credits from restoration improvements for SSA 12 restoration areas are available and have been authorized, and the obligation shall end 10 years after the start date, or at such date as a governmental entity or established conservation organization undertakes the land management measures.
- In the event Grantor fails to maintain any of the Restoration Areas according to the land management measures set forth herein, County shall have the right to draw upon the Surety after 60 days written notice to Grantor with a right to cure and a failure of Owner to undertake cure within said 60 days. The County shall only be permitted to use the drawn Surety funds for the maintenance of the Restoration Areas in accordance with the land management measures set forth herein.
- m. In the event the Grantor fails to annually provide the Surety and fails to maintain the Restoration Areas pursuant to the land management measures set forth herein, the Grantees, or either of them, may conduct such land management measures and lien the Restoration Areas for the cost of maintaining the Restoration Areas pursuant to the land management measures set forth herein. The County may pursue its rights against the Grantor under the Stewardship Easement for breach thereof or foreclose its lien on the Restoration Areas.