

This Instrument Prepared by:

Richard D. Yovanovich, Esq.  
Goodlette, Coleman, Johnson, Yovanovich & Koester, PA  
4001 Tamiami Trail North, Suite 300  
Naples, FL 34103

**STEWARDSHIP EASEMENT AGREEMENT  
(CLH SSA 14)**

**THIS STEWARDSHIP EASEMENT** is granted this 18<sup>th</sup> day of November, 2008, by Collier Land Holdings, Ltd., a Florida Limited partnership whose address is 3003 Tamiami Trail North, Suite 400, Naples, Florida 34103, hereinafter 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 one thousand seven hundred thirteen and five tenths (1,713.5) 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 "CLH SSA 14").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") of even date herewith, which designated the Property "Camp Keais Strand Flow-way Sending Area 14 ("CLH SSA 14)". This one thousand seven hundred thirteen and five tenths (1,713.5) 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 CLH SSA 14 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 five hundred fifteen and seven tenths (2,515.7) Stewardship Credits. Stewardship Credits will allow Grantor to entitle three hundred and fourteen and five tenths (314.5) acres for development within the Rural Lands Stewardship Area District.

- E. The purposes of this Stewardship Easement are (1) to designate the allowed uses of the Property consistent with the terms of the SSA Agreement, (2) to identify specific land management measures and the party responsible, (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 (hereafter collectively "Grantor") 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" also describes the one thousand seven hundred thirteen and five tenths (1,713.5) acres within CLH SSA 14 where the following four (4) 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.
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 CLH SSA 14 only for the land uses set forth in this paragraph:
  - a. The lands in CLH SSA 14 land depicted on Exhibit "C" and described on Exhibit "D" as having had 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); Agriculture - Group 2 (Land Use Layer 7) as defined in Section

4.08.06 B.4 of the LDC. Those land uses are permitted to continue, and may convert from one type of Agriculture to another. Conservation, Restoration, and Natural Resources (Land Use Layer 8) 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. Pursuant to Section 4.08.06 of the LDC, Grantor retains the right to amend this SSA in the future to remove one or more additional Land Use Layers and/or for restoration activities in return for additional Stewardship Credits. Nothing in this provision, Stewardship Easement or County LDC shall preclude 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.
  - 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 (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. On those lands within CLH SSA 14 on which Land Use layers 1 through 4 are eliminated, land management measures may consist of one or more of the following: brush clearing, mechanical brush control ("chopping"), prescribed burning, other exotic and nuisance species control, fence construction and maintenance, silviculture management, and ditch and ranch road maintenance, to maintain the land in its existing condition. In addition to the land management measures listed above, the following land management measures may be utilized; such as disking; irrigation, ditch, dike and pumping construction and maintenance; farm road construction and maintenance; storage of farming equipment; and other practices associated with the uses under Land Use Layers 5 - 8, inclusive, may be utilized.

6. 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.
7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
8. References to the LDC are to those provisions of Section 4.08.06 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.
9. 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.
10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County, or as provided for in the Escrow Agreement between the Grantor and the County dated November 18, 2008.

6. 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.
7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
8. References to the LDC are to those provisions of Section 4.08.06 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.
9. 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.
10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County, or as provided for in the Escrow Agreement between the Grantor and the County dated November 18th, 2008.

14. 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.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the 18th day of November, 2008.

**GRANTEES' ACCEPTANCE OF STEWARDSHIP EASEMENT**

WITNESS:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

Susi P. Burch  
Name

By: Mike Gresham  
Print Name Mike GRESHAM  
Its: Director of Administration

Susi P. Burch  
Signature

Chander D. Baker  
Name

Chander Baker  
Signature

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Stewardship Easement Agreement was executed before me this 16th day of December, 2008, of the Florida Department of Agriculture and Consumer Services.




Karen A. Meyer  
Notary Public  
Name KAREN A MEYER  
Certificate No. # DD 825980  
My Commission Expires 10/20/2012

ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: Tom Henning  
Tom Henning, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Heidi A. Cicko   
Heidi Ashton-Cicko, Assistant County Attorney  
Land Use Section, Chief

WITNESS:

Sabrina E. Hardy  
(Signature)

SABINA E. HARDY  
(Print full name)

[Signature]  
(Signature)

Christian Spilker  
(Print full name)

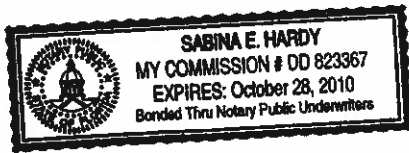
COLLIER LAND HOLDINGS, LTD.  
A Florida Limited Partnership

By: Collier Enterprises, Inc.  
a Florida corporation, it's  
general partner

By: [Signature]  
Printed Name: MICHAEL D. ROSEN  
Title: SR. VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 26  
day of November, 2008, by MICHAEL D. ROSEN as  
SR. VICE PRESIDENT of Collier Enterprises, Inc., General Partner of Collier Land  
Holdings, Ltd.



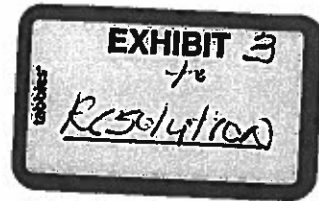
[Signature]  
Notary Public  
Name: SABINA E. HARDY  
Certificate No. \_\_\_\_\_  
My Commission expires: 10/28/2010



## LIST OF EXHIBITS

### CLH Stewardship Sending Area 14 Stewardship Easement Agreement

- Exhibit "A" CLH SSA 14 Land Legal Description
- Exhibit "B" CLH SSA 14 (1,713.5 acre parcel) depicted on Map of SSA Land
- Exhibit "C" Retained Land Uses
- Exhibit "D" Legal Description of CLH SSA 14



This Instrument Prepared by:

Richard D. Yovanovich, Esq.  
Goodlette, Coleman, Johnson, Yovanovich & Koester, PA  
4001 Tamiami Trail North, Suite 300  
Naples, FL 34103

**STEWARDSHIP EASEMENT AGREEMENT  
(CLH and CDC SSA 15)**

**THIS STEWARDSHIP EASEMENT** is granted this 18<sup>th</sup> day of November, 2008, by Collier Land Holdings, Ltd., a Florida Limited partnership ("CLH") and CDC Land Investments, LLC, a Florida Limited Liability Company ("CDC") whose addresses are 3003 Tamiami Trail North, Suite 400, Naples, Florida 34103, hereinafter called "Grantors", 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. Grantors are the owners of approximately five thousand two hundred and fifty nine (5,259.0) 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 "CLH and CDC SSA 15").
- B. Grantors and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") of even date herewith, which designated the Property CLH and CDC SSA 15. This five thousand two hundred and fifty nine (5,259.0) 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 CLH and CDC SSA 15 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 seven thousand two hundred and sixty one and eight tenths (7,261.8) Stewardship Credits. Stewardship Credits will allow Grantor to entitle nine hundred and seven and seven tenths (907.7) acres for development within the Rural Lands Stewardship Area District.

Exhibit 3  
pg 1

- 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 (hereafter collectively "Grantor") 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" also describes the five thousand two hundred and fifty nine (5,259.0) acres within CLH and CDC SSA 15 where the following four (4) 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.
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 CLH and CDC SSA 15 only for the land uses set forth in this paragraph:
  - a. The lands in CLH and CDC SSA 15 land depicted on Exhibit "C" and described on Exhibit "D" as having had 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); Agriculture - Group 2 (Land Use Layer 7) as defined in Section

4.08.06 B.4 of the LDC. Those land uses are permitted to continue, and may convert from one type of Agriculture to another. Conservation, Restoration, and Natural Resources (Land Use Layer 8) 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. Pursuant to Section 4.08.06 of the LDC, Grantor retains the right to amend this SSA in the future to remove one or more additional Land Use Layers and/or for restoration activities in return for additional Stewardship Credits. Nothing in this provision, Stewardship Easement or County LDC shall preclude 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.
  - 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 (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. On those lands within CLH and CDC SSA 15 on which Land Use layers 1 through 4 are eliminated, land management measures may consist of one or more of the following: brush clearing, mechanical brush control ("chopping"), prescribed burning, other exotic and nuisance species control, fence construction and maintenance, silviculture management, and ditch and ranch road maintenance, to maintain the land in its existing condition. In addition to the land management measures listed above, the following land management measures may be utilized; such as disking; irrigation, ditch, dike and pumping construction and maintenance; farm road construction and maintenance; storage of farming equipment; and other practices associated with the uses under Land Use Layers 5 - 8, inclusive, may be utilized.

6. 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.
7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
8. References to the LDC are to those provisions of Section 4.08.06 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.
9. 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.
10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County, or as provided for in the Escrow Agreement between the Grantor and the County dated November 18<sup>th</sup>, 2008.

14. 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.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the 18<sup>th</sup> day of November, 2008.

**GRANTEES' ACCEPTANCE OF STEWARDSHIP EASEMENT**

WITNESS:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

Susie P. Burch  
Name

By: Mike Gresham  
Print Name Mike Gresham  
Its: Director of Administration

Susie P. Burch  
Signature

Chander D. Baker  
Name

Signature  
Chander D. Baker

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Stewardship Easement Agreement was executed before me this  
6th day of December, 2008, of the Florida Department of Agriculture and  
Consumer Services.



Karen A. Meyer  
Notary Public  
Name KAREN A. MEYER  
Certificate No. # 00885980  
My Commission Expires 10/20/2012

ATTEST:  
DWIGHT E. BROCK, Clerk  
Shirley Polaski  
Attest as to Chairman's  
signature on:


BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: Tom Henning  
Tom Henning, Chairman

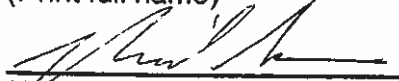
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Heidi Ashton-Cicko   
Heidi Ashton-Cicko, Assistant County Attorney  
Land Use Section, Chief

WITNESS:

  
(Signature)


SABINA E. HARDY  
(Print full name)

  
(Signature)

Reid Schermer  
(Print full name)

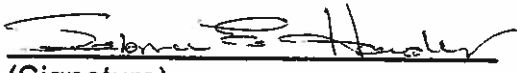
COLLIER LAND HOLDINGS, LTD  
A Florida Limited Partnership

By: Collier Enterprises, Inc.  
a Florida Corporation,  
it's General Partner

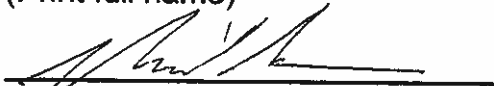
By:   
Printed Name: Robert D. Cornia  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF COLLIER

WITNESS:


  
(Signature)

SABINA E. HARDY  
(Print full name)

  
(Signature)

Reid Schermer  
(Print full name)

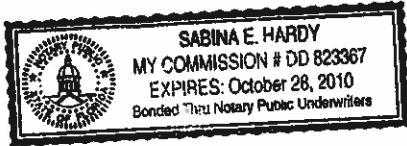
CDC LAND INVESTMENTS, LLC  
a Florida Limited Liability Company,

By:   
Printed Name: Robert D. Cornia  
Title: Vice President



STATE OF FLORIDA  
COUNTY OF COLLIER

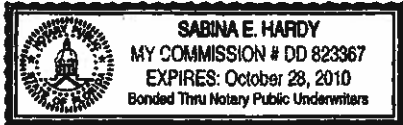
The foregoing Stewardship Easement Agreement was executed before me this 17  
day of OCTOBER, 2008, by ROBERT D. CORINA, as  
VICE PRESIDENT of Collier Enterprises, Inc., General Partner of CLH Land  
Holdings, Ltd. and CDC Land Investments, LLC,



Sabina E. Hardy  
Notary Public  
Name: SABINA E. HARDY  
Certificate No. DD 823367  
My Commission expires: 10/28/2010

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 17  
day of OCTOBER, 2008, by ROBERT D. CORINA, as  
VICE PRESIDENT of Collier Enterprises, Inc., General Partner of CDC Land  
Investments, LLC.



Sabina E. Hardy  
Notary Public  
Name: SABINA E. HARDY  
Certificate No. DD 823367  
My Commission expires: 10/28/2010

## LIST OF EXHIBITS

### CLH and CDC Stewardship Sending Area 15 Stewardship Easement Agreement

- Exhibit "A" CLH and CDC SSA 15 Land Legal Description
- Exhibit "B" CLH and CDC SSA 15 (5,259.0 acre parcel) depicted on Map of SSA Land
- Exhibit "C" Retained Land Uses
- Exhibit "D" Legal Description of CLH and CDC SSA 15



This Instrument Prepared by:

Richard D. Yovanovich, Esq.  
Goodlette, Coleman, Johnson, Yovanovich & Koester, PA  
4001 Tamiami Trail North, Suite 300  
Naples, FL 34103

**STEWARDSHIP EASEMENT AGREEMENT  
(CDC SSA 16)**

**THIS STEWARDSHIP EASEMENT** is granted this 18<sup>th</sup> day of November, 2008, by CDC Land Investments, Inc, a Florida Corporation ("CDC") whose address is 3003 Tamiami Trail North, Suite 400, Naples, Florida 34103, hereinafter 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 two thousand eight hundred and seventy six and two tenths (2,876.2) 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 "CDC SSA 16").
- B. Grantor and Collier County entered into a Stewardship Sending Area Credit Agreement ("SSA Agreement") of even date herewith, which designated the Property "Okaloacoochee Slough North" Sending Area 16 ("CDC SSA 16"). This two thousand eight hundred and seventy six and two tenths (2,876.2) 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 CDC SSA 16 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 four hundred and eighty five and nine tenths (4,485.9) Stewardship Credits. Stewardship Credits will allow Grantor to entitle five hundred and sixty and seven tenths (560.7) 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 (hereafter collectively "Grantor") 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" also describes the two thousand eight hundred and seventy six and two tenths (2,876.2) acres within CDC SSA 16 where the following four (4) 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.
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 CDC SSA 16 only for the land uses set forth in this paragraph:
  - a. The lands in CDC SSA 16 land depicted on Exhibit "C" and described on Exhibit "D" as having had 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); Agriculture - Group 2 (Land Use Layer 7) as defined in Section

4.08.06 B.4 of the LDC. Those land uses are permitted to continue, and may convert from one type of Agriculture to another. Conservation, Restoration, and Natural Resources (Land Use Layer 8) 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. Pursuant to Section 4.08.06 of the LDC, Grantor retains the right to amend this SSA in the future to remove one or more additional Land Use Layers and/or for restoration activities in return for additional Stewardship Credits. Nothing in this provision, Stewardship Easement or County LDC shall preclude 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.
  - 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 (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. On those lands within CDC SSA 16 on which Land Use layers 1 through 4 are eliminated, land management measures may consist of one or more of the following: brush clearing, mechanical brush control ("chopping"), prescribed burning, other exotic and nuisance species control, fence construction and maintenance, silvaculture management, and ditch and ranch road maintenance, to maintain the land in its existing condition. In addition to the land management measures listed above, the following land management measures may be utilized; such as disking; irrigation, ditch, dike and pumping construction and maintenance; farm road construction and maintenance; storage of farming equipment; and other practices associated with the uses under Land Use Layers 5 - 8, inclusive, may be utilized.

6. 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.
7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
8. References to the LDC are to those provisions of Section 4.08.06 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.
9. 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.
10. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization qualified to hold such interests under the applicable state laws.
11. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.
12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
13. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of Collier County, or as provided for in the Escrow Agreement between the Grantor and the County dated November 18, 2008.

14. 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.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal the 18th day of November, 2008.

**GRANTEES' ACCEPTANCE OF STEWARDSHIP EASEMENT**

WITNESS:

Susie P. Burch  
Name

Susie P. Burch  
Signature

Chander D. Baker  
Name

Chander D. Baker  
Signature

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

By: Mike Gresham

Print Name Mike Gresham

Its: Director of Admin. State



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Stewardship Easement Agreement was executed before me this 16th day of December, 2008, of the Florida Department of Agriculture and Consumer Services.



Karen A. Meyer  
Notary Public  
Name KAREN A. MEYER  
Certificate No. # DD 825980  
My Commission Expires 10/20/2012

DATED: 12/8/08  
ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

Dwight E. Brock  
Attest as to Chairman's  
signature only

By: Tom Henning  
Tom Henning, Chairman

Approved as to form and  
legal sufficiency:

Heidi Ashton-Cicko  
Heidi Ashton-Cicko, Assistant County Attorney  
Land Use Section, Chief

WITNESS:

CDC LAND INVESTMENTS, Inc.  
a Florida Corporation

Elizabeth M. Dillingham  
(Signature)

Elizabeth M. Dillingham  
(Print full name)

Val P  
(Signature)

Valerie P  
(Print full name)

By: Robert D. Conner  
Printed Name: Robert D. Conner  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF COLLIER

18<sup>TH</sup> The foregoing Stewardship Easement Agreement was executed before me this  
day of NOVEMBER, 2008, of the Florida Department of Agriculture and  
Consumer Services.

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
Certificate No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

DATED: 12/8/08  
ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

*Heidi Ashton-Cicko*  
Attest as to Chairman's  
signature only

By: *Tom Henning*  
Tom Henning, Chairman

Approved as to form and  
legal sufficiency:

*Heidi Ashton-Cicko*  
Heidi Ashton-Cicko, Assistant County Attorney  
Land Use Section, Chief

WITNESS:

CDC LAND INVESTMENTS, Inc.  
a Florida Corporation

*Elizabeth M. Dillingham*  
(Signature)

By: *Robert D. Corni*  
Printed Name: Robert D. Corni  
Title: Vice President

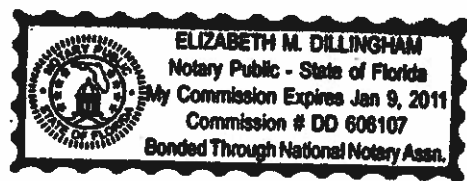
Elizabeth M. Dillingham  
(Print full name)

*Val P*  
(Signature)

Valerie Puri  
(Print full name)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Stewardship Easement Agreement was executed before me this 24th  
day of OCTOBER, 2008, by ROBERT D. CORINA, as  
VICE PRESIDENT of CDC Land Investments, Inc, a Florida Corporation



Elizabeth M. Dillingham  
Notary Public  
Name: Elizabeth M. Dillingham  
Certificate No. \_\_\_\_\_  
My Commission expires: Jan 9, 2011

## **LIST OF EXHIBITS**

### **CDC Stewardship Sending Area 16 Stewardship Easement Agreement**

- Exhibit "A" CDC SSA 16 Land Legal Description
- Exhibit "B" CDC SSA 16 (2,876.2 acre parcel) depicted on Map of SSA Land
- Exhibit "C" Retained Land Uses
- Exhibit "D" Legal Description of CDC SSA 16 AG-1