

Caracara Prairie Preserve Conservation Bank Habitat Management Plan



Introduction

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

Biological Goals

The biological goals are to (1) protect, manage and restore (as appropriate) the native habitats on site, and (2) monitor management activities as they affect the Florida panther, listed plant and animal species, native vegetation, water quality and wildlife habitat.

Objectives

The Bank will be managed for conservation and recreational uses by

1. maintaining upland, invasive, exotic vegetation at a manageable level;
2. maintaining grassland habitat through cattle rotation, mowing, and burning;
3. maintaining forested land through prescribed fire regime; and
4. conducting scheduled, controlled hunts for feral hogs and turkey
5. [maintaining a passive recreational hiking trail for public visitors and guided outreach hikes throughout the year](#)

The value and integrity of the Bank will be maintained by

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

Strategy

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

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

Site Description

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

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

Several historical sites are located nearby but no sites were identified on the Caracara Prairie Preserve (Figure 2). The Caracara Prairie Preserve is not within an area of historical and archaeological

probability, and the Florida Department of State Division of Historical Resources' Master Site File lists no known historical or archaeological sites on the property (Appendix A).

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

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

Project Area Applicability for Mitigation

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

Physical Setting

The Caracara Prairie Preserve is located ~~within~~ the Corkscrew Regional Ecosystem Watershed (CREW). CREW is a 60,000-acre watershed spanning Lee and Collier Counties (Figure 1). CREW's 5,000- acre marsh is the headwater for the entire watershed and is located ~~north~~ approximately .25miles east of the Caracara Prairie Preserve. ~~—~~Historically the property was pine flatwoods, wetland hardwood, and freshwater marsh (Davis 1967).

Soils

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

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

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

¹Zahina et al. 2007

Vegetation

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

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

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

Mesic Flatwoods – 43.9 acres. The flatwoods areas are mainly composed of pine (*Pinus elliottii*), saw palmetto (*Serenoa repens*), oak (*Quercus* spp.), wax myrtle, broomsedge

bluestem (*Andropogon virginicus*), forbs, and sedges. Blue maidencane (*Amphicarpum muhlenbergianum*) and chalky bluestem (*Andropogon virginicus* var. *glaucus*) are desirable grasses found in this habitat, and also good indicators of site condition. Most flatwoods are in fair [to good](#) condition.

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

Biological Resources

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

The following listed wildlife species have been observed on the property:

COMMON NAME	SCIENTIFIC NAME	STATUS**	
		State	Federal
Plants			
leafless beaked orchid	<i>Sacoila lanceolate</i>	T	
Catesby's lily	<i>Lilium catesbaei</i>	T	
cardinal airplant	<i>Tillandsia fasciculata</i>	E	
re-flexed wild pine	<i>Tillandsia balbisiana</i>	T	
giant airplant	<i>Tillandsia utriculata</i>	E	
Birds			
wood stork	<i>Mycteria americana</i>		T
Audubon's crested caracara	<i>Polyborus plancus audubonii</i>		T
Florida sandhill crane	<i>Antigone canadensis pratensis</i>	T	
roseate spoonbill	<i>Platalea ajaja</i>	T	
tricolored heron	<i>Egretta tricolor</i>	T	
little blue heron	<i>Egretta caerulea</i>	T	
Reptiles			
American alligator	<i>Alligator mississippiensis</i>		ST (S/A)
gopher tortoise	<i>Gopherus Polyphemus</i>	T	
Eastern indigo snake	<i>Drymarchon corais couperi</i>		T
Mammals			

Florida panther	<i>Puma concolor coryi</i>		E
Big Cypress fox squirrel	<i>Sciurus niger avicennia</i>	T	

Table 2. Federally and state-imperiled species observed on Caracara Prairie Preserve

Species to be covered

The Florida panther will be covered by this Habitat Management Plan. Collier County reserves the right to add the crested caracara to the covered species in the future if conditions on the Bank property are consistent with Service policy for caracara compensation when the policy is completed.

Local Habitat Requirements

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

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

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

Site Habitat Available

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

Credits Criteria

Florida Panther – Based on recent publications (Cox et al. 2006, Kautz et al. 2006, Land et al. 2008) values were assigned to the habitats. The proposed panther credit follows the panther habitat units (PHUs) assigned the each habitat type on-site (Table 3).

Table 23. Habitat category, value, area, and panther habitat units (PHU) for the Caracara Prairie Preserve.

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

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

Service Area

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

Land Protection

On December 17, 2007, Collier County and the CREW Land and Water Trust acquired the Caracara Prairie Preserve. The County's land acquisition program Conservation Collier spent \$5,032,000 and the CREW Land and Water Trust spent \$300,000 towards the purchase of the property. Collier County and CREW Land and Water Trust share title to the Caracara Prairie Preserve. The property

was purchased for conservation, protection, and enhancement of natural resources and for passive and compatible public outdoor recreation. Additionally, a conservation easement over the Caracara Prairie Preserve will be granted to the Florida Fish and Wildlife Conservation Commission (FWC) with the Service as a third party to the agreement.

Interim Management

Initial Restoration and Maintenance

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

Long-term Management

Collier County will be responsible for burn plans and prescribed burns, invasive, exotic plant maintenance and mowing after the first 10 years. FWC will be responsible for all administrative and managerial duties related to public use (i.e., passage of regulation changes, annual publication of area brochure, bag limits) during the periods of allowed hunting.

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

Table 4. Annual operating costs for the period 2019 through 2025 for the Caracara Prairie Preserve Conservation Bank.

ACTIVITY	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Prescribed fire	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
FWC CE monitoring	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Mowing	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$2,500
Exotics	\$39,000	\$26,250	\$15,000	\$15,000	\$7,500	\$7,500	\$2,500
OBV Monitoring			\$45,400			\$45,400	\$9,080
	\$51,250	\$38,500	\$72,650	\$27,250	\$19,750	\$65,150	\$20,330

Management Trust

Collier County will establish the Caracara Prairie Preserve Conservation Endowment Fund Trust (the —Trust) for management of the Bank. Management costs for the interim period through credit sell out will be held in an interim management account within the Trust. All funds required for the interim period will be transferred into the interim management account upon creation of the Trust.

A separate endowment fund within the Trust will be utilized to manage the Caracara Prairie Preserve in perpetuity. The endowment fund will be nonwasting providing for the annual operating cost from the interest only. Based on an average annual cost it is estimated that a fund value of \$1,188,900 will be needed. The cost per credit that will be deposited into the endowment fund was determined by the average annual cost divided by a 1.5% capitalization rate. For each credit sold \$577.08 will be placed in the endowment fund.

Average cost per five years

Prescribed fire (\$5,000/year)	\$25,000
Mowing (\$2,500/year)	\$12,500
Exotic plant maintenance (\$2,500/year)	\$12,500
Conservation Easement Monitoring (\$1,250/year)	\$ 6,250
Monitoring (\$9,080/year)	\$45,400
Five year total	\$101,650
Average cost per year	\$20,330

With a 1.5 percent capitalization rate, \$1,888,900 ($\$20,330/0.015$) is needed for the endowment fund. For each credit sold \$577.08 ($\$1,888,900$ divided by 2060.2 PHUs) will be deposited in the endowment fund. Collier County will fully fund the endowment fund (\$1,888,900) on January 1, 2018, if the fund is not fully funded through credit sales.

The Trust will be invested consistent with the Investment Policy as set forth in the Caracara Prairie Preserve Conservation Bank Endowment Fund Trust Agreement between Collier County and the Clerk of the Circuit Court of Collier County.

Control of Public Access

The public will access the northern boundary of the Caracara Prairie Preserve by way of a trail leading from SFWMD Gate 5. Gate 5 will be open from dawn to dusk, and FWC staff will routinely patrol the Caracara Prairie Preserve as part of their regular SFWMD CREW lands patrol. Future trails through the Caracara Prairie Preserve will follow fire breaks and other existing disturbed areas.

||Kissing gates|| will be installed at points where cattle-fencing crosses the trail. This will alleviate the need for additional gates.

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

Approved activities on the Bank

When the Caracara Prairie Preserve land was initially purchased by the County, the oil, gas, and mineral rights were not included in the sale and the property can be drilled lawfully. The Mack Oil Corporation will construct a 300 X 200 foot limerock pad to facilitate the drilling of an exploration well. The proposed access road will be an existing limerock road running along the northern edge of the property and an active, grass-covered pasture situated northeast of the well (3,502.8 feet X 10 feet). Temporary logging mats will be placed over two (2) swales that allow access for the construction of the limerock pad and exploration well within an improved upland pasture. The logging mats will be installed at grade in the swales to stabilize the area while allowing any surface flow to continue. No improvements will be made to the gravel road. The existing primitive trail will be stabilized with limerock. The oil and gas permit holders will be responsible for consulting with the Service about impacts to caracara.

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

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

Access

- Well site access will occur via gated entry in the Northwest corner of the property utilizing the lime rock access road shown in attached map.
- Operator will be responsible for ensuring perimeter gate is closed and locked after each use and access to the preserve by designated parties is not impeded through the perimeter access gate.
- Operator will be responsible for the replacement of all culverts along the lime rock access road from the access gate to the existing pad, before drilling rig construction commences. Operator must comply with all federal, state, and local laws and permitting procedures required for culvert replacement.

- Operator will be responsible for maintaining the access road to the well site and completing necessary repairs or maintenance in a timely manner. Trend Exploration will submit a Road Maintenance Plan to the County Preserve Manager within 30 days of commencement of drilling activities.
- All vehicle operators accessing the preserve will follow the posted speed restrictions of less than 15mph and remain vigilant for wildlife and cattle in close proximity to the oil pad and access road. State-threatened Big Cypress fox squirrel have been observed foraging within 15 feet of the oil well access gate. State-threatened Florida sandhill cranes and their flightless young have been observed foraging along the oil well access road and in the marshes and pastures surrounding the oil well.
- All vehicles and equipment required for oil and gas activity will remain within the footprint of the well-site access road and well pad at all times.
- No vehicles, equipment, or debris may be stored or traverse the designated preserve area without prior approval from Collier County.
- Operators will be responsible for providing an additional combination lock on the access gate for use by all personnel, to be removed after activities have ceased. This combination lock will remain locked between uses by personnel to maintain site security.

Wildlife and Public Disturbance Mitigation

- Caracara Prairie Preserve is located within the USFWS Crested Caracara Consultation Area. Federally threatened Audubon's crested caracara utilize the preserve year-round and have been recorded nesting on the property. Trend Exploration will be responsible for consulting with the USFWS regarding impacts to the crested caracara and all Federally listed species that may be found on the preserve, as well as the Florida Fish and Wildlife Conservation Commission (FWCC) regarding State-listed species that may be impacted.
- Exploratory drilling operations are requested to occur outside of the Federally threatened Audubon's Crested Caracara primary breeding season from November 1 through May 1 due to the proximity of known nesting locations to the well site.
- Permit applicants will be responsible for consulting with the USFWS and FWC regarding impacts to listed species, wildlife permit conditions, seasonal drilling restrictions, and mitigation requirements. Permit applicants will be responsible for ensuring required wildlife surveys are conducted by a professional biologist with the necessary experience in listed species survey protocols.
- From FWC CREW WEA wading bird survey data, we know that many state-and-federally-listed avian species roost and forage in the ephemeral wetlands surrounding the oil pad and access road. Caution should be used by vehicles accessing the oil pad, so as not to cause injury or mortality to these listed species. In addition, best management practices should be taken into account during operation, so equipment or debris left on and near the oil pad does not inadvertently injure wildlife.
- Federally and state-listed species that may be found on Caracara Prairie Preserve include the Florida panther (FE), Everglade's snail kite (FE), Florida bonneted bat (FE), American Alligator (FT), Eastern indigo snake (FT), Wood stork (FT), Big Cypress Fox Squirrel (ST), Gopher tortoise (ST), Crested Caracara (ST), Florida burrowing owl (ST), Florida sandhill crane (ST), Little blue heron (ST), Roseate

Spoonbill (ST), Southeastern American kestrel (ST), Tricolored heron (ST), and Osprey (SSC).

FE = Federally designated Endangered, FT = Federally-designated Threatened, ST = State-designated Threatened, SSC = State Species of Special Concern

- A listed species identification chart will be provided to Trend Exploration by the Preserve Manager to be posted at the drill site. Crew members will be responsible for notifying the Preserve Manager if direct impacts to listed species are observed by drilling activities: (ex: burrows located within 100 ft of well pad, mortality due to equipment collision, etc.)
- Trend Exploration will be encouraged to follow practices that limit impacts to wildlife and public users of the preserve as a result of drilling activities including, but not limited to:
 - Noise that has the potential to disturb wildlife, livestock, and surface owners or neighbors should be controlled to reduce sound levels. Suitable mufflers should be installed on all internal combustion engines and certain compressor components.
 - Lighting for night-time operations (if utilized) should aim to increase visibility for grounds crew and reduce sky-glow and unnecessary light pollution. When applicable, flood lights should be aimed down to illuminate the work area rather than the horizon or fitted with manufacturer shields. LEDs should be limited to 3,000 Kelvin. When possible and safe to do so, use of site lighting should be restricted to limit impacts to wildlife.
 - All long-term facility structures on-site (if built) should be painted a color that enables the facilities to blend with the natural background color of the landscape as seen from a viewing distance. The selected color should be one to two shades darker than the dominant background color, typically a vegetation color. Safety hazards such as tripping hazards should be painted a bright color to contrast the permanent structure.

Site Requirements: Further conditions of the drilling permit are specified within the Caracara Prairie Preserve Land Management Plan

- Before commencing any drilling or unplugging activities, Trend Exploration will be responsible for making necessary repairs to the containment berm surrounding the well site including reinforcing the height and width of the berm to previously permitted standards and mowing existing vegetation atop the berm.
- It is requested that the surface layout as detailed in the application be changed such that battery, tanks, and flow lines (if built on-site) are re-located to within the existing well pad infrastructure and updated maps with these requirements are submitted to the Preserve Manager within 60 days of the start of any drilling activities.
- Trend Exploration will be responsible for constructing secondary containment berms around existing water supply wells located within the main containment berm.
- Prior to drilling activities, Trend Exploration will be responsible for removing and properly disposing of existing debris on-site related to previous oil activity including the catwalk infrastructure wood pile and unused cellar material located outside of the Southwest corner of the pad.
- Trend Exploration will keep the well-site tidy of debris for the duration of the exploratory drilling activities in consideration of the public users of the preserve.

- Position propane tank on the lime rock pad no closer than 50' from the perimeter berms. Ensure that the existing containment berm surrounding this 18,000-gallon tank is adequate for spill containment.
- The Caracara Preserve Manager will conduct an on-site assessment and cataloging of well pad conditions prior to the commencement of activities. If desirable, Collier County will decide in the future if they want to retain the lime rock pad after the well has been plugged and abandoned. If it is decided that the County does not desire to retain the pad and site, Trend Exploration will be responsible for returning the impacted areas to the original state prior to drilling activity.
- Retain one water supply well for fire protection after the exploratory oil well has been plugged and abandoned. After the oil well has gone through required plugging and abandonment procedures, Trend Exploration will degrade the secondary-containment berm surrounding the water supply well to an elevation level with the surrounding landscape.
- In the event that the exploratory well is deemed not to be commercially productive and/or cap and abandonment action is taken, the operator will remove all equipment and storage tanks from the preserve, including, but not limited to, the 18,000 gallon storage tank, cellars, catwalk material, debris, and any residual fluids, and rig securing infrastructure from previous drilling operations within 30 days of ceasing of exploratory activities.
- At Collier County's discretion, remediation and restoration of the oil pad and oil well access road will be carried out and funded by the operator. Restoration activities may include: degrading all containment berms, ensuring that the oil pad is returned to the same grade as the surrounding preserve area, removing the oil pad access road and bringing the road footprint down to the grade of the surrounding preserve area, seeding or sodding the project footprint with appropriate native vegetation, obtaining any necessary state or federal permits required for restoration activities, conducting any required wildlife surveys for federally or state listed species that may be impacted during restoration activities following consultation with the USFWS and Florida Fish and Wildlife Conservation Commission.
- Site restoration will take place no later than (1) year from the date that the exploratory well is deemed to be not commercially productive.

Reporting

- Trend Exploration will notify the Caracara Prairie Preserve Manager prior to commencement of culvert replacement and road maintenance, rig construction, drilling activities and site access by vehicular traffic.
- Collier County, as the surface owner, will be notified in the event of any modifications or additions to existing application activities, including, but not limited to, permit modifications, permit extension applications, additional well applications, deep injection site applications, and listed species incidental take permit applications.
- Residential housing and government operations reside within 1.2 miles of the Trend Exploration oil pad. Residents and the government offices should be notified if seepage from the containment unit or any emergency occurs that could be considered a health or safety hazard. Contact information for these individuals is below:
 - Kathleen Smith, FWC Biologist for CREW WEA at Kathleen.Smith@MyFWC.com
 - Joe Bozzo, SFWMD CREW Management Area Land Manager at jbozzo@sfwmd.gov

- The following staff must be notified within 24-hours of any impacts to State or Federally-listed species (mortality or injury to listed species, destruction to habitat of listed species, etc):
 - Molly DuVall, Preserve Manager at Molly.DuVall@CollierCountyFL.gov
 - Kathleen Smith, FWC Biologist CREW WEA at Kathleen.Smith@MyFWC.com
 - ~~Joe~~ Joe Bozzo, SFWMD CREW Management Area Land Manager at jbozzo@sfwmd.gov
- The Caracara Prairie Preserve manager will be notified prior to any scheduled wildlife surveys taking place within the preserve and will be provided a copy of the schedule, methods, data, and final reports.
- The Caracara Prairie Preserve manager will be notified of the exploratory oil well project timeline no less than 30 days before activities commence.

1.—

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

Cattle grazing will be an approved activity on the Bank (Appendix ~~EJ~~ **EJ**). The cattle lessee will graze ~~his~~ cattle in accordance with the Cattle Lease Agreement (Appendix J) Prescribed Grazing Plan (Appendix B).

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

Nature Appreciation

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

Environmental Education

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

Hiking

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

Primitive Camping

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

Hunting

Recreational hunting has been a primary use of CREW lands. The Caracara Prairie Preserve ~~will be~~is incorporated into the FWC Corkscrew Marsh Unit Wildlife and Environmental Area (CREW WEA) via an interlocal agreement (Appendix C), ~~and~~ and will be managed under the same regulations currently in place on the WEA. No hunting will be allowed to take place within Caracara Prairie Preserve prior to the approval of this interlocal agreement between FWC and Collier County. Recommendations for the next five years include:

- Manage the current hunting program as established by FWC rules and regulations.
- Employ management hunts as necessary to address specific needs. Management hunts will be scheduled during nonpeak periods when conducted in areas where other types of recreation are the primary activity.
- Restrict or halt hunting if panther prey species surveys indicate a decline in panther prey base.
- Prohibit the use of vehicles for hunting within the preserve boundaries.
- Follow guidelines and regulations established for hunting and other recreational use on the FWC CREW WEA for hunts conducted on the preserve. There will be no exemptions to the permit requirement.

Equestrian Use

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

Vehicular Use

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

Target Natural Community

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

Restoration

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

Vegetation

Initial Invasive Species Removal

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

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

5.2.1 Mowing for Wildlife Benefits

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

5.2.2 Exotic/Invasive Plants

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

be scheduled based on groundwater conditions, time since last treatment, severity of infestation, public use, and consistency with other management operations. All treatments will follow herbicide Best Management Practices (BMPs) and use the best available science

5.3.2 Prescribed Fire Planning

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

Scrubby, Mesic and Wet Flatwoods

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

Depression Marsh

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

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

Hydrology

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

Enhancement

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

Success Criteria

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

Maintenance

There will be no on-site equipment stored on the Caracara Prairie Preserve beyond temporary staging of equipment such as a tractor mower throughout the duration of an annual mowing event. ~~If the test oil well is a producer, a tank battery pad will be installed along the western boundary of the preserve. Oil and brine water will be stored on top of a limerock pad inside a bermed area. The tank battery pad will be maintained by the oil company using best management practices.~~

Monitoring

Baseline monitoring will be completed by a consultant within 60 days of approval of the Bank by Service and a baseline monitoring report will be forwarded to Service staff in Vero Beach within 45 days of the monitoring event. Time-zero monitoring will be completed within 60 days of the completion of exotic and nuisance vegetation removal. As with the baseline monitoring report, the time-zero monitoring report will be forwarded to Service staff in Vero Beach within 45 days of the monitoring event. Annual monitoring will begin 12 months following the time-zero monitoring event and continue for a total of five years. Annual monitoring reports will be forwarded to Service staff in

Vero Beach prior to January 31 each year. If, at the end of five years of monitoring, the Bank has reached success criteria, monitoring will be conducted once every five years to ~~insure~~ensure that success criteria are met in perpetuity. If success criteria are not ~~met~~met, then annual monitoring will continue until met. A summary of the reporting schedule can be found in Table 45.

Table 45. Monitoring and Reporting Schedule

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

Vegetation Monitoring:

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

to include a thorough representation of the various habitats onsite. There will be a maximum of six transects with a total of 23 sample plots (approximately 5 per each transect).

Exotic and Nuisance Species Monitoring:

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

Wildlife Utilization:

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

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

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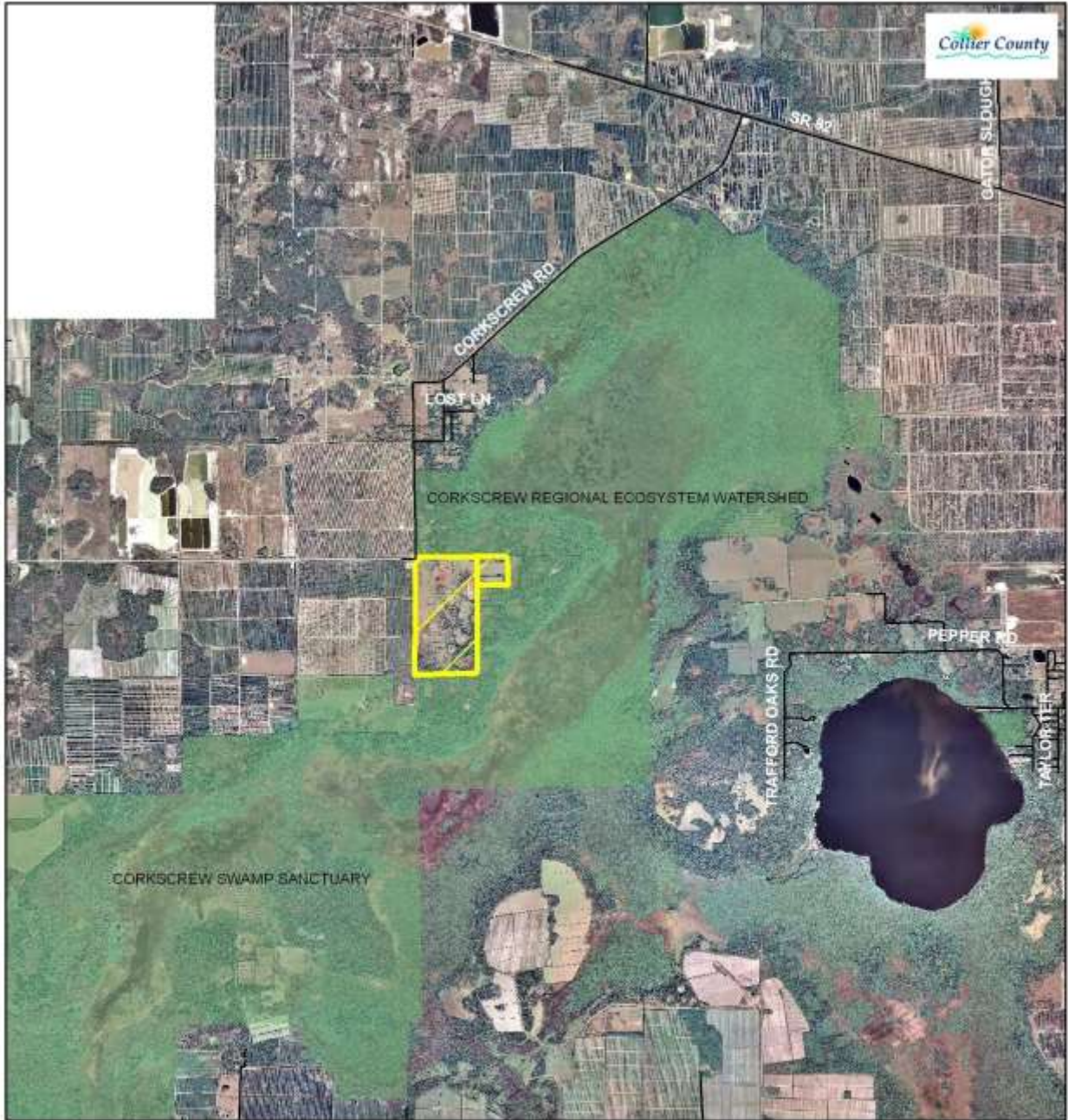
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FIGURES

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



Legend

-  Caracara Prairie Preserve
-  Conservation Land

Data Source: 2005 Aerials & Parcels-Collier County Property Appraiser
 Conservation Lands-Florida Natural Areas Inventory
 Created by: CDES / Environmental Services / CS
 G: \Conservation Collier\CSR\4th Cycle\Stames1.mxd and .jpg
 Date: 5-1-08 CS

Caracara Prairie Preserve Location

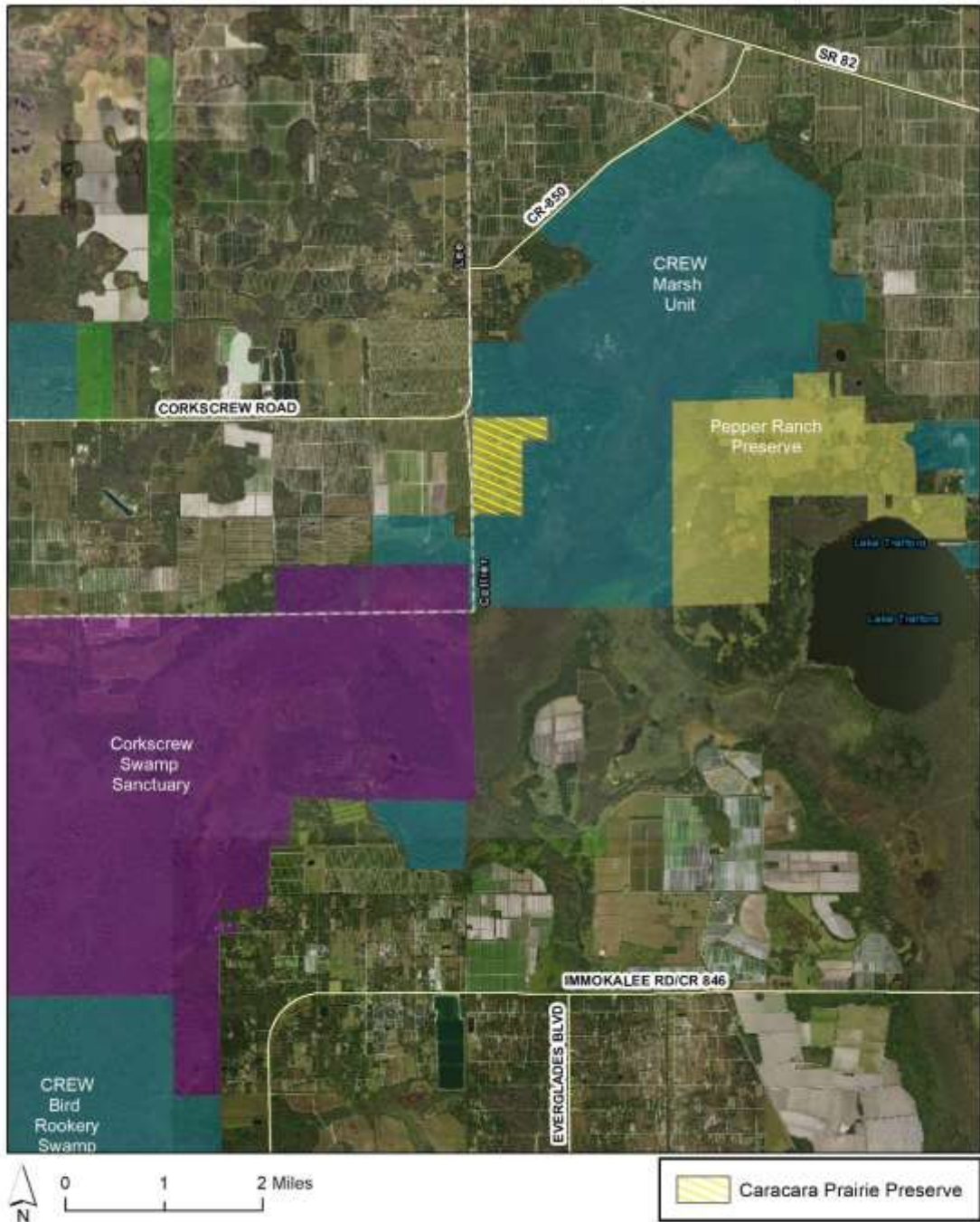
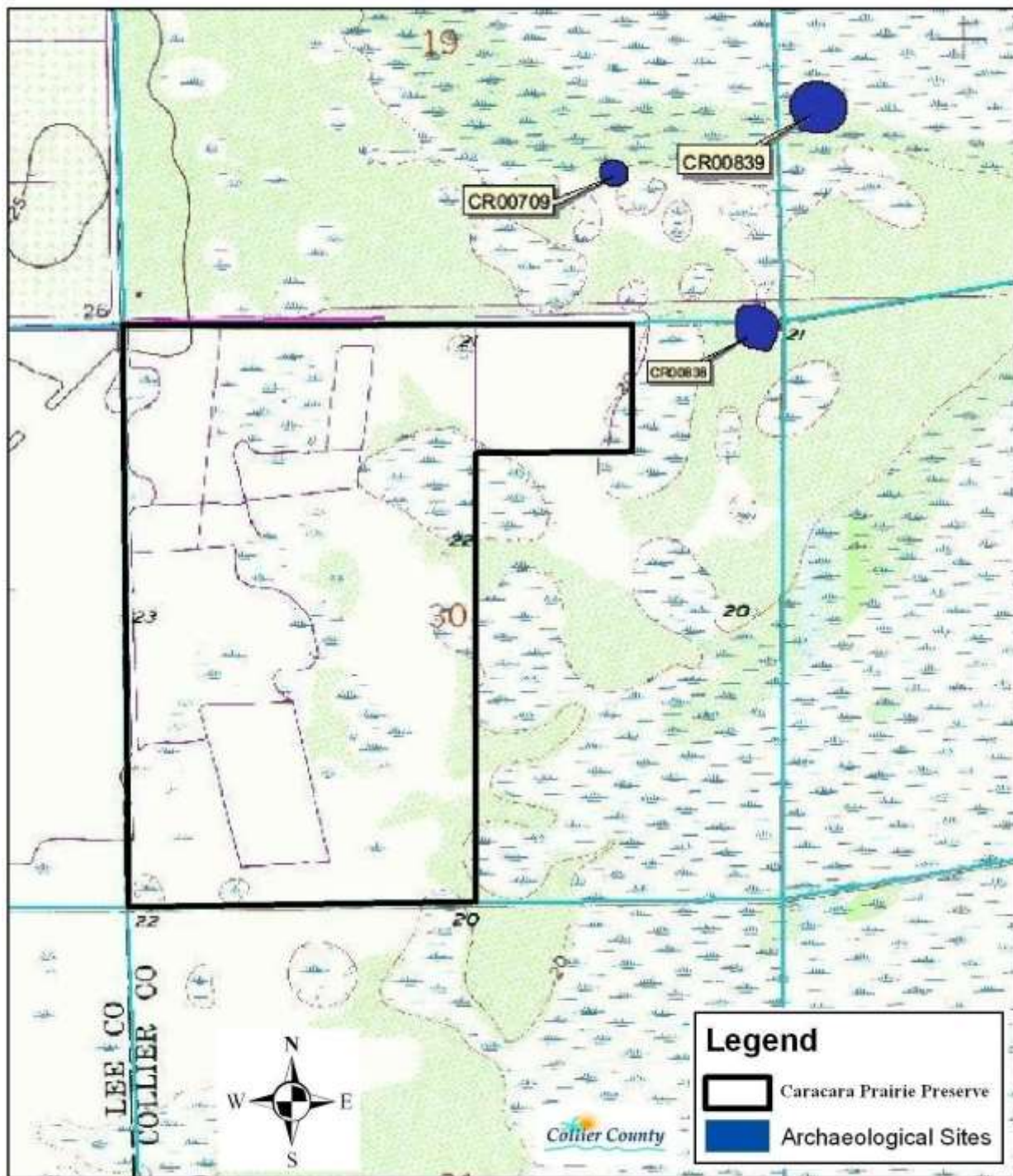


Figure 2. Archeological sites nearby the Caracara Prairie Preserve Conservation Bank.



Data Source: USGS Topo map; FL Div. of Historical Resources
 Created by: Conservation Collier\ M. Hennig
 G:\Conservation Collier\Land Mngmt\Stames\PHU\Agreements
 Arch sites map.mxd and jpg
 Date: Aug. 2008

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

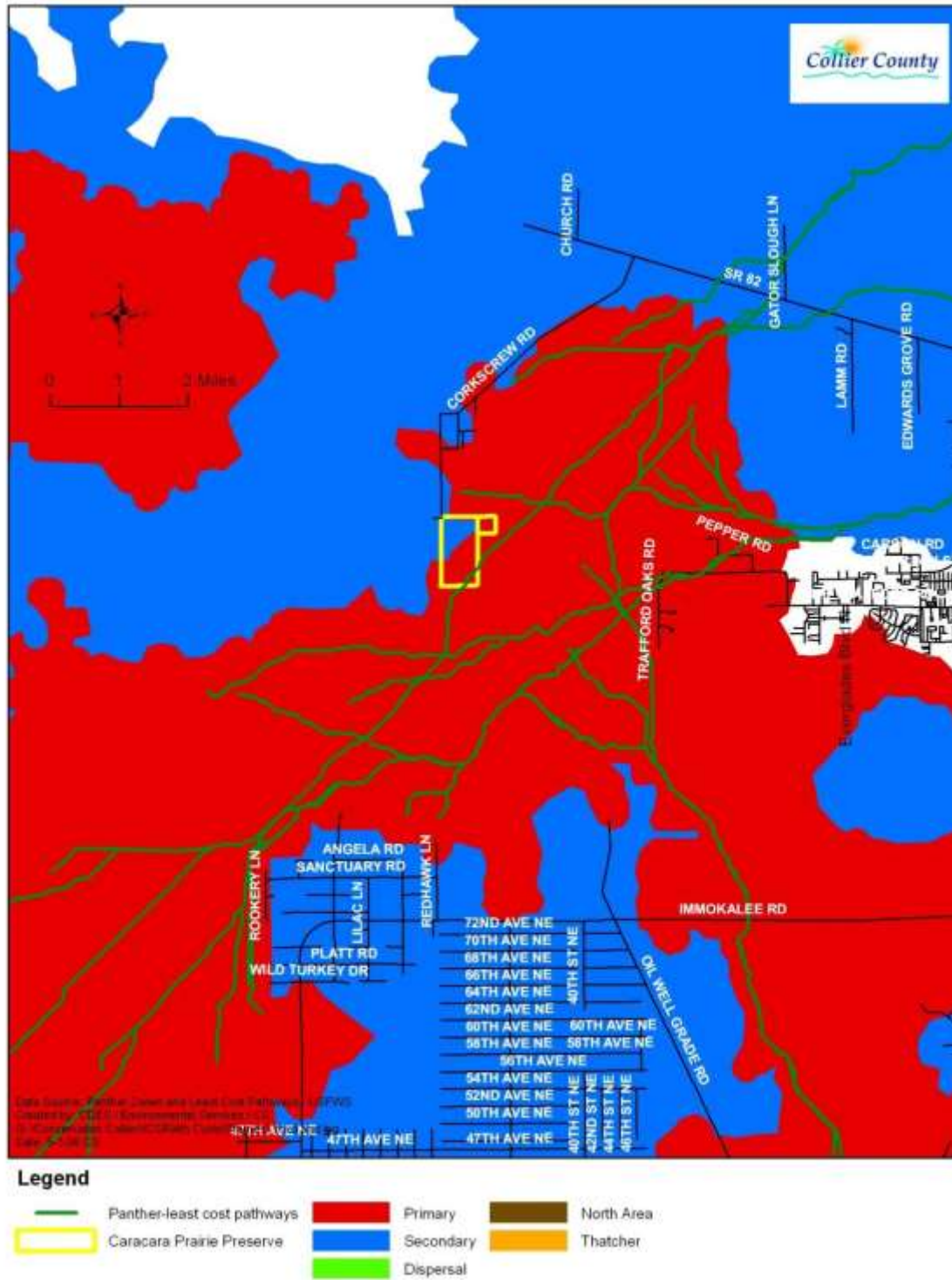


Figure 4. Soil map of the Caracara Prairie Preserve Conservation Bank.

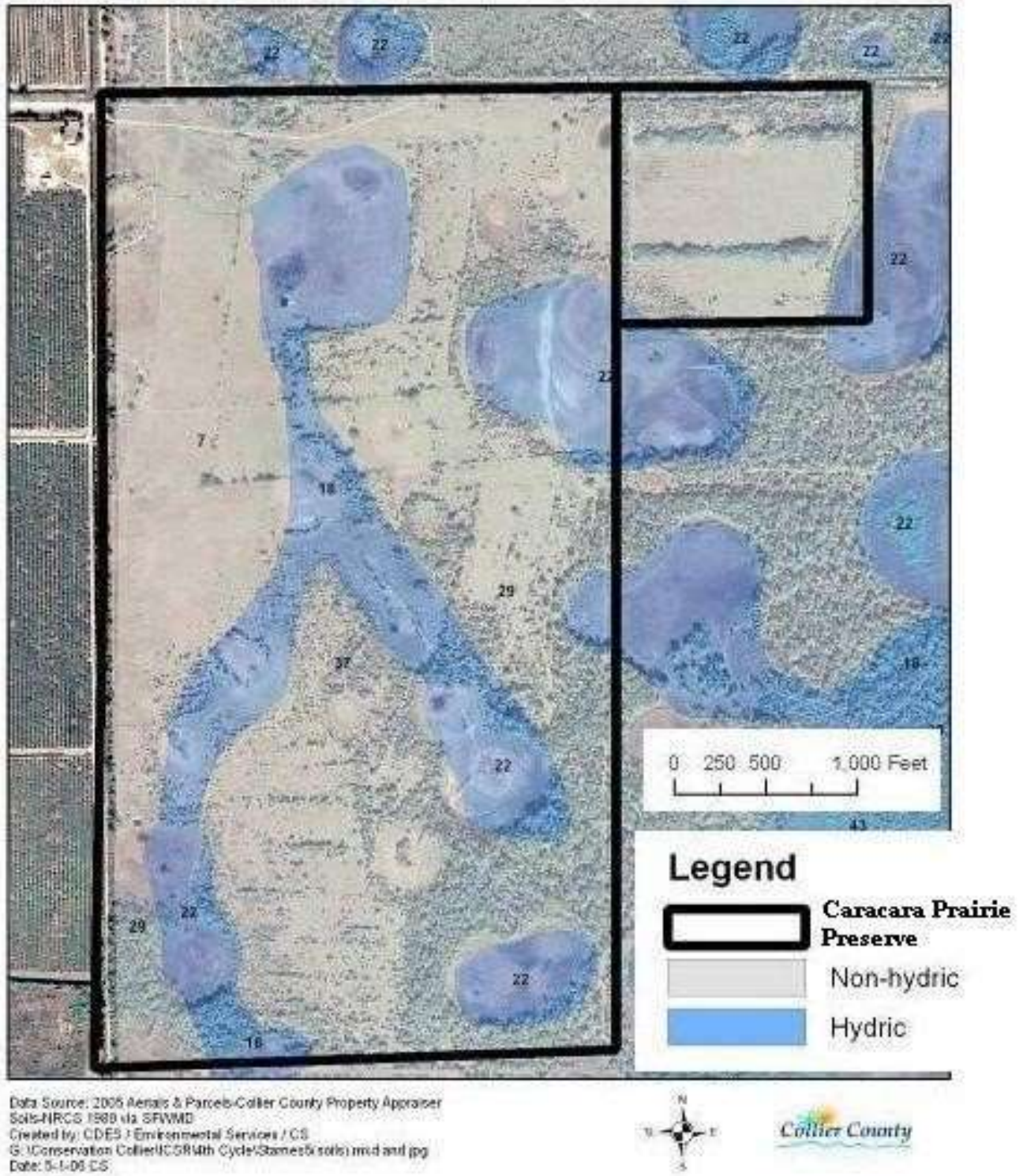
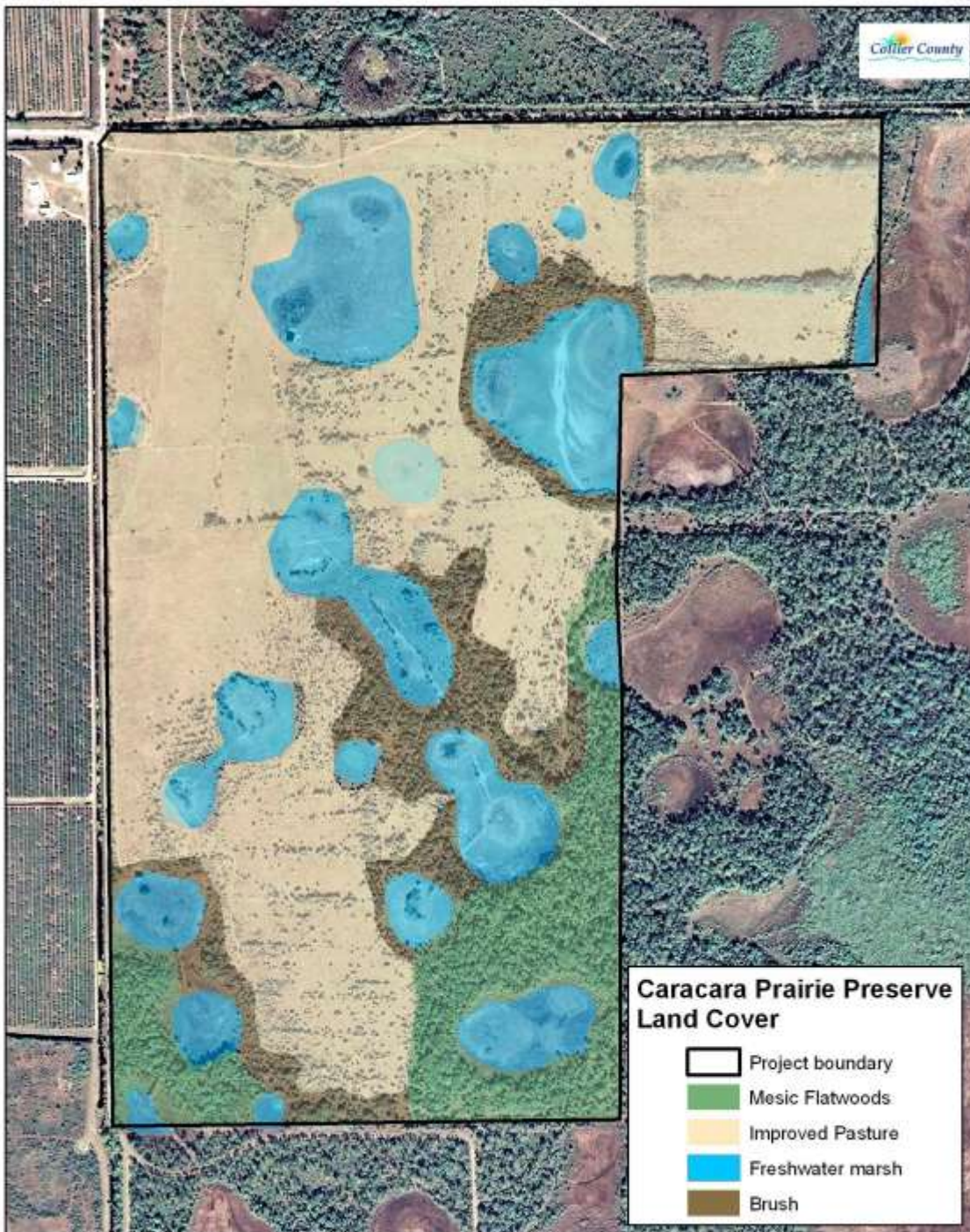


Figure 5. Land Cover types on the Caracara Prairie Preserve Conservation Bank.



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



0 500 1,000 Feet

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

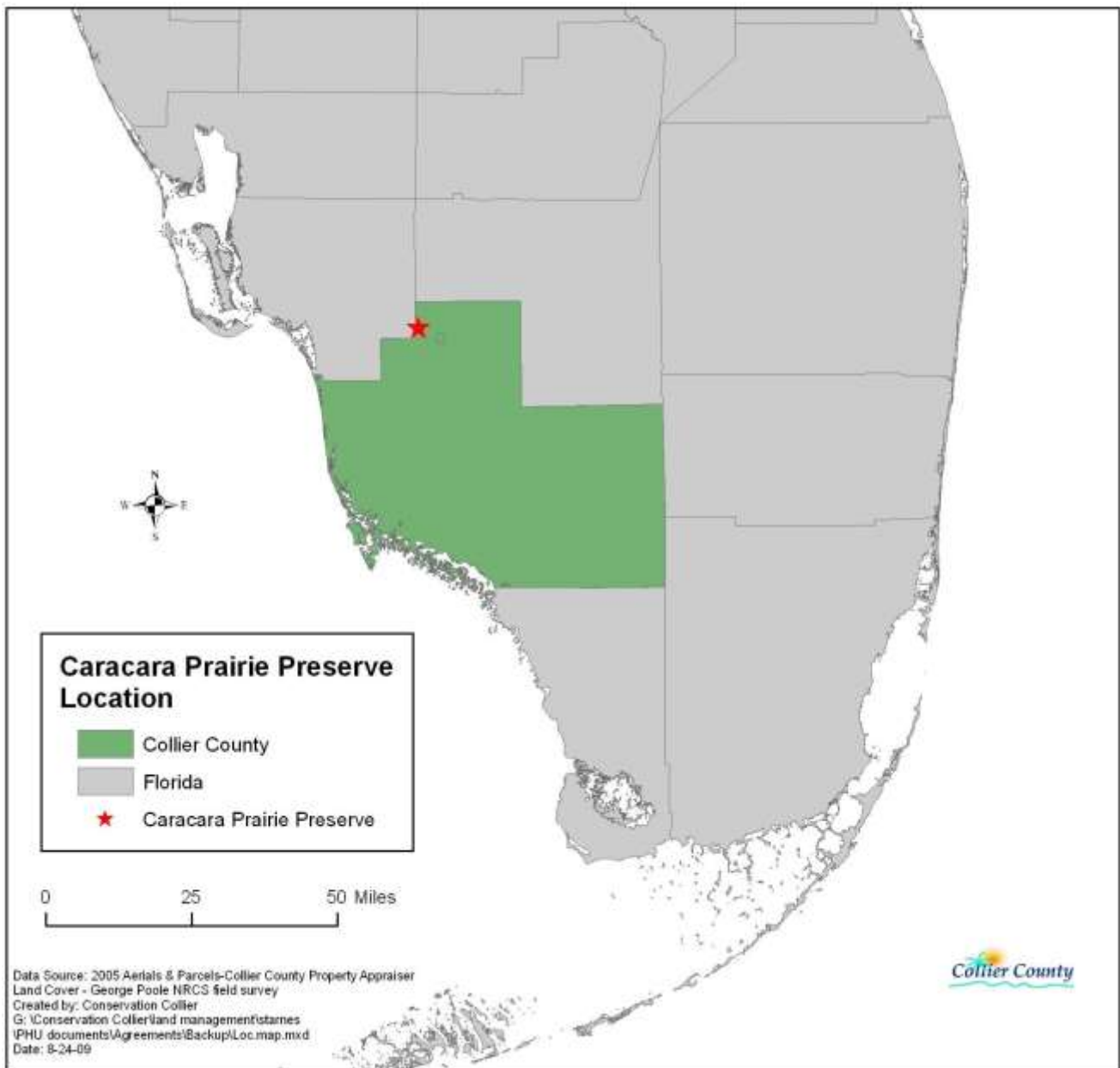


Figure 7. Oil drilling operations and public access on the Caracara Prairie Preserve Conservation Bank.



0 500 1,000 Feet

Data Source: 2009 Aerials & Parcels-Collier County Property Appraiser/KW
 G:\Conservation Collier\maps\Acquired properties\Starnes_Caracara Prairie Preserve\2009 Aerial
 Date: Sept. 25, 2009



APPENDICES

Appendix A. State Historic Preservation Officer letter.



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

September 15, 2008



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

Dear Ms. Hennig:

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

Township 46 South, Range 28 East, Section 30

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

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

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

Kind Regards,

Lindsay Hafford
Historical Data Analyst
Florida Master Site File
lbhafford@dos.state.fl.us

CULTURAL RESOURCES REPORT

SITEID FORMNO T-R-S CR SITE NAME NRIIST SURVEY LOCATION OTHER

CR00838 200103 46S/28E/19 AR CLAY SAND MOUND 7218 Map; CS Culture: PREH
SiteType: MOON

1 site(s) evaluated; 1 form(s) evaluated. (1 AR)
Print date: 8/11/2008 4:49:39 PM

Prescribed Grazing Plan

Prepared for

Collier County

~~*Starne Lease Property In*~~
Collier County, Florida

In cooperation with
South Florida Water Management District,
Collier Soil & Water Conservation District
And
United States Department of Agriculture
Natural Resources Conservation Service

Table of Contents:

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

1. Definition:

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

2. Purpose:

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

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

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

3. General Description:

The project area is located within the boundaries of CREW WEA which is located in Collier County. The property is currently managed as a cow/calf operation. The project area is currently using a continuous grazing system. The principal forage species in the pastures is Bahia grass (*Paspalum notatum*), which have been planted for improved pasture. Other plant communities include South Florida Flatwoods, Brush areas and Freshwater Marshes. The pasture areas are currently managed as a cow/calf operation. The pastures in their current condition and capable of producing enough forage to support **53 animal units (AUs)**. The system in its present condition can support an average of **49 cows**, with an average weight of 1000 lbs., and **3 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio. One animal unit (AU) is one mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for Heifers and Bulls use the following AU values.

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)	---- Forage Consumed (pounds) ----		
			day	month	year
Cow, dry	950	0.92	24	727	8,730

Cow with calf	1,000	1.00	26	790	9,490
Bull, mature	1,500	1.35	35	1,067	12,811
Cattle, 1 year old	600	0.60	15.6	474	5,694
Cattle, 2 year old	800	0.80	20.8	632	7,592
Deer, white-tailed, mature	150	0.15	3.9	118	1,423

4. Objectives: The landowner’s objectives are to operate a productive cow/calf operation and minimize impacts to the resources. The objectives of a prescribed grazing plan are to improve or maintain an optimum level of quality of forages to ensure livestock health, profitability, and protect the resources.

5. Livestock Forage Inventory:

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

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

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

- project area encompasses approximately 369 acres.
- The sustainable annual carrying capacity of the project area is estimated at approximately 53 Animal Units (AU) in the existing conditions. The carrying capacity of the site is expected to change with the implementation of the land management practices such as brush management. These changes may significantly increase or decrease the amount of forage produced.
- Overall vegetative conditions and plant species indicate that the project area is stocked at or above the sustainable carrying capacity. .
- Noxious and invasive weeds including Brazilian Pepper-Tree (*Schinus terebinthifolius*), Primrose Willow (*Ludwigia peruviana*), and Tropical Soda Apple (*Solanum viarum*) were observed on the Starne Lease Property. An aggressive weed control program is needed to maintain wildlife habitat values.
- Shrub densities on upland areas are above levels expected for the site. Shrub density is expected to increase and reduce habitat values unless changes to the prescribed burning and brush management plan are implemented.
- The increased shrub density is reducing habitat values for several ground nesting birds on several Flatwoods and Freshwater Marsh sites.
- Livestock nutritional supplements are not well distributed. This reduces the potential for livestock to be well dispersed across the landscape. Consequently, remote areas of the

grazing units will receive little or no grazing pressure until areas in close proximity to the supplement feeders have been heavily grazed.

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

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

Plant Communities Descriptions

Pasture – Main forage is Bahia Grass. Most pastures are in fair to good condition. Bahia pastures contain Smut Grass, Dog fennel, Wax Myrtle and other weedy species. Plant composition transects shows an average of 60-70 % undesirable Bahia and 30-

40 % Weedy/undesirable. Suggested stocking rate is 3-5 AUM/Acre (2.4-4.5 Ac/AU).

South Florida Flatwoods – These are areas mainly composed of Saw Palmetto, Pine, Runner Oak Wax Myrtle, Broomsedge Bluestem, Chalky Bluestem, Forbs, Sedges and Little Blue Maidencane and Chalky Bluestem are desired and also good indicators of site condition (See section 9). Most flatwoods on the ranch are in fair condition. Brush control and prescribed burning are tools that will help improve these flatwoods. Suggested stocking rate is 14-25 Ac./AU.

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

Forage Inventory

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

Definitions

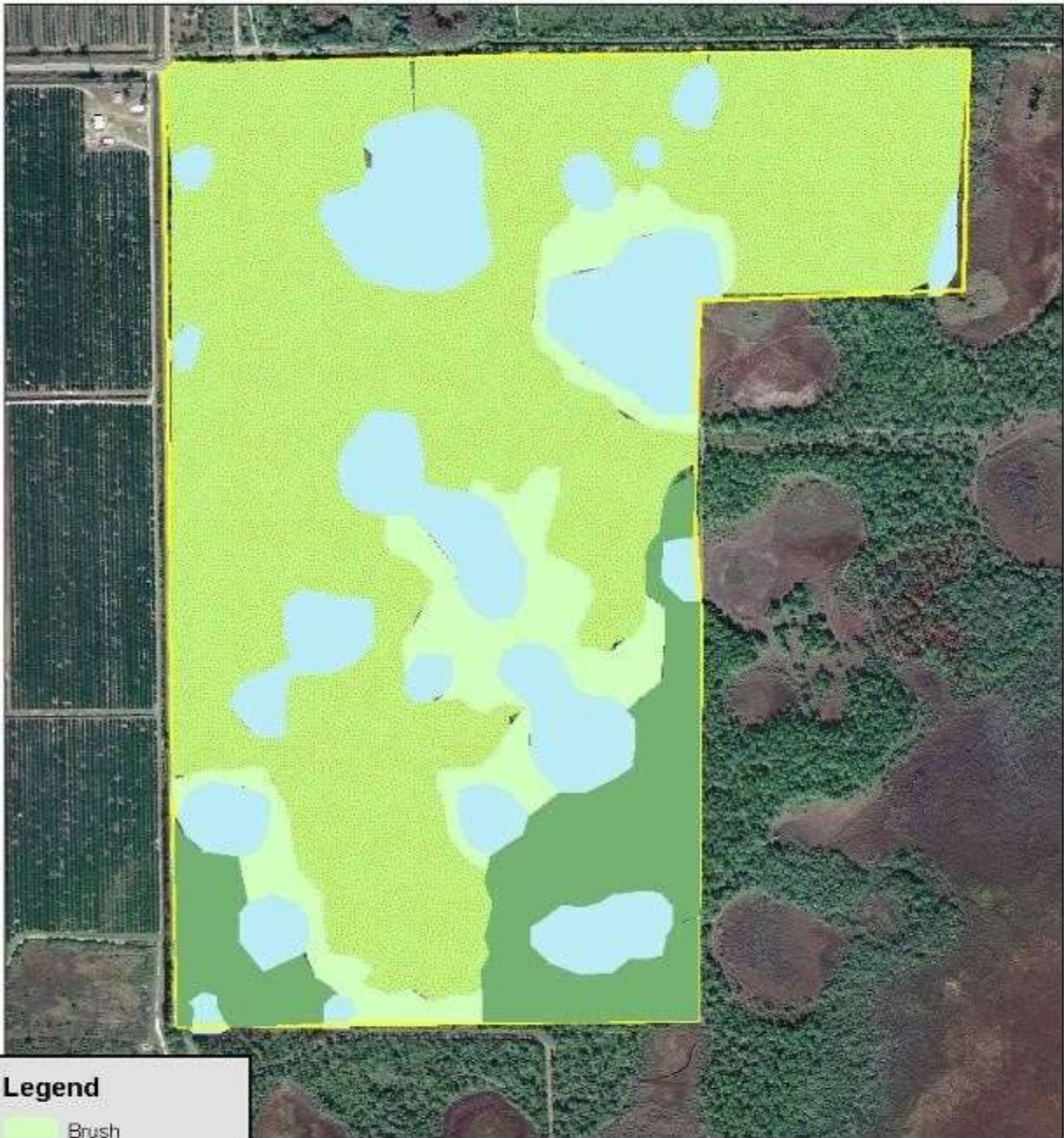
AUM = Animal Unit Month, the amount of forage needed to support one (1) animal unit for one (1) month. By definition an AUM is equivalent to 780 lbs. of forage.

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

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

6. Livestock Forage Inventory Map:

Collier Co. Starne Lease



Legend

- Brush
- Improved Pasture
- Mesic Flatwoods
- Project boundary
- Freshwater marsh



7. Annual Grazing Schedule:

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

Suggested Annual Grazing Schedule

Cooperator: Collier County

Technician: George Poole

Date:

Field	Acres	AU	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	369	53	53	53	53	53	53	53	53	53	53	53	53	53
	Total AU	53												
Supplements:			XO	XO	XO	O						XO	XO	XO

X = Protein O = Mineral

Suggested Breeding Season

Use as a guide only

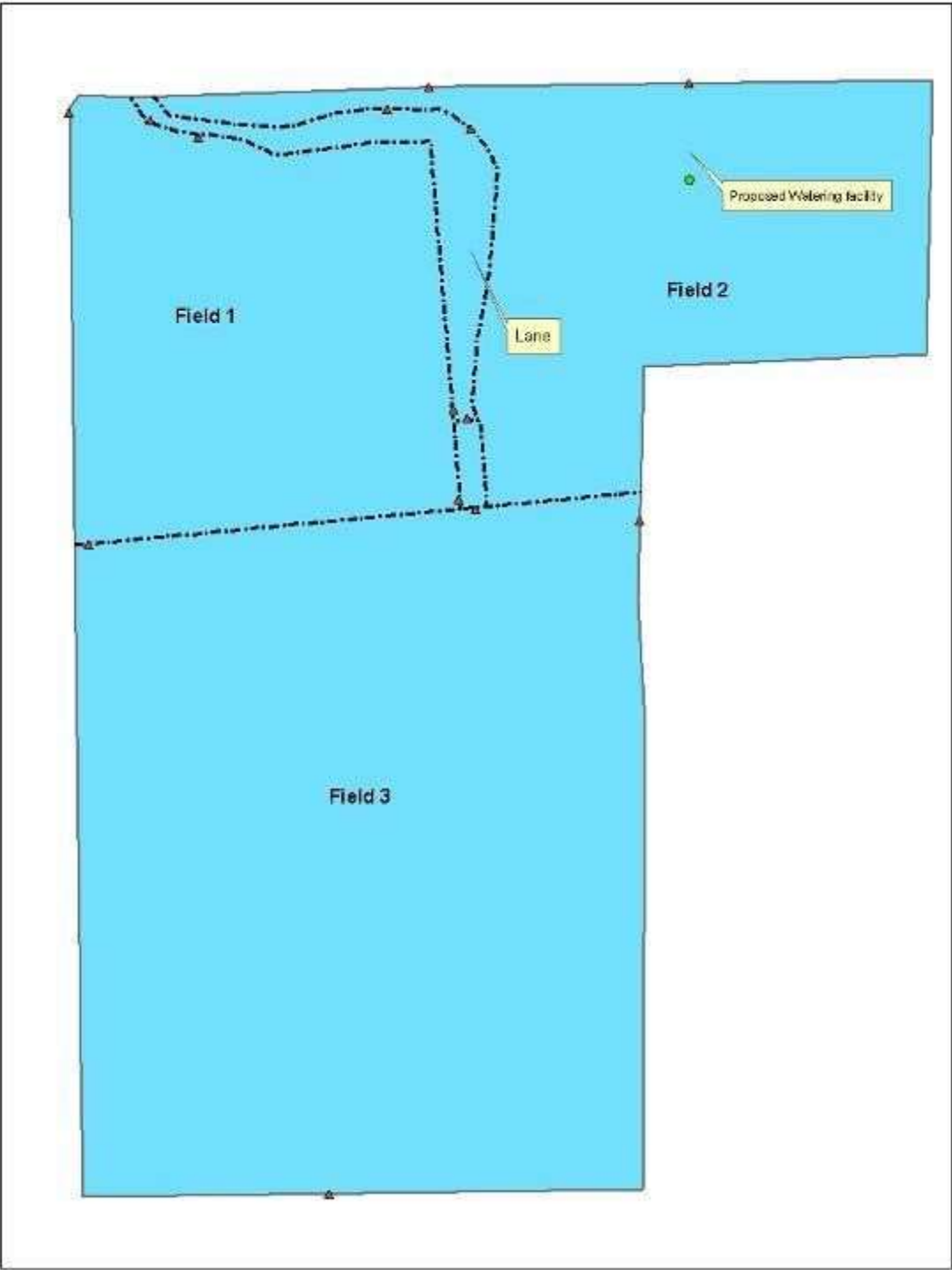
Important: base grazing periods on the forage plants required on the required stubble heights as shown in Section 9. Environmental conditions such as soil moisture, temperature, forage quality, ect, will be considered by the manager when

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

Collier Co. Starne Lease Property



8a. Proposed Plan Map- 3 pasture rotation system



9. Recommended Grazing Heights and Length of Grazing Periods:

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

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

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

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

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

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

	Resting Periods Based on Forage Growth Rate
--	--

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

10. Adjustments to the Grazing System:

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

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

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

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

Areas that have been disturbed and planted to native vegetation shall be deferred from grazing for a minimum of 1 complete growing season following planting or until the grass is well established and produces seed. Native grass plantings generally require 2 complete growing

seasons to become well established. The deferment shall continue until a NRCS Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.

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

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

11. Operation and Maintenance:

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

12. Contingency Management Plan:

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

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

Appendix C. FWC Interlocal Agreement

**COOPERATIVE AGREEMENT
BETWEEN
THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

This Agreement is entered into on _____, 20____, between the COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS, 3335 Tamiami Trail, East, Suite 101, Naples, Florida 34112, hereafter called COUNTY, THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 323991600, hereafter called COMMISSION.

WITNESSETH THAT:

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

WHEREAS, the COUNTY, its successors and assigns, hold title to an undivided ninety-four point four (94.4%) percent interest to 367.7 acres of land, known as the Caracara Prairie Preserve, and Corkscrew Regional Ecosystem Watershed Land and Water Trust, Incorporated (TRUST) holds title to an undivided five point six (5.6%) percent interest to the Caracara Prairie Preserve; and

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

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

WHEREAS, any land management activities implemented for the natural communities identified at the Caracara Prairie Preserve will be the responsibility of the COUNTY, as set forth in the Interlocal Agreement between the COUNTY and the TRUST (Exhibit —A1); and

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

WHEREAS, the COUNTY deems it necessary, appropriate, and in the public interest to authorize the COMMISSION to incorporate the Caracara Prairie Preserve into the Corkscrew Marsh Unit of the Corkscrew Regional Ecosystem Watershed Wildlife and Environmental Area (CREW WEA), in accordance with the provisions of Chapter 68A, Florida Administrative Code; and

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

WHEREAS, the COMMISSION will publish and distribute a pamphlet, example is attached hereto as Exhibit —Bll, a similar pamphlet will be published regularly setting forth the regulations and dates on which hunting will be allowed at the CREW WEA, as well as a map of the area; and

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

1. **DESCRIPTION OF PREMISES.** The Caracara Prairie Preserve subject to this Agreement is situated in the County of Collier, State of Florida and is described in Exhibit —Cll attached hereto.
2. **TERM OF THE AGREEMENT.** It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect unless otherwise terminated by either party.
3. **TERMINATION.** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least sixty (60) days prior to the termination date specified in the notice. However, if such notice is given after February 15, the termination date shall be April 30 of the following calendar year.
4. **PURPOSE.** The COMMISSION shall manage the Caracara Prairie Preserve only for the conservation and protection of natural and historical resources and resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in Collier County Ordinance No. 2007-65 (Exhibit —Dll), along with other authorized uses necessary for the accomplishment of this purpose as designated in the Habitat Management Plan approved by the COUNTY.
5. **QUIET ENJOYMENT AND RIGHT OF USE.** The COMMISSION shall have the right of ingress and egress to, from and upon the Caracara Prairie Preserve for all purposes necessary to the full quiet enjoyment by said COMMISSION of the rights conveyed herein.
6. **CONSIDERATIONS.** The COMMISSION shall be responsible for all administrative and managerial duties related to public use (i.e., passage of regulation changes, annual publication of area brochure, bag limits) during the periods of allowed hunting. The COMMISSION shall provide law enforcement patrol periodically throughout the year.

7. **AUTHORIZED USES.** Authorized uses for the purposes of this Agreement shall be defined as those management activities that the COMMISSION is authorized to perform under this Agreement and the approved Habitat Management Plan. The authorized uses shall be consistent with statutory requirements that the Caracara Prairie Preserve be managed and maintained in an environmentally acceptable manner to restore and protect its natural state and condition, including permitting of compatible recreational use. The authorized uses shall at minimum, always include essential site management measures including security, policing, resource protection, public access and recreational use, and habitat management.
8. **UNAUTHORIZED USES.** The COMMISSION shall, through their agents and employees, prevent the unauthorized use of the Caracara Prairie Preserve or any use thereof not in conformance with this Agreement.
9. **INSURANCE REQUIREMENTS.** The COUNTY shall be responsible for any improvements or structures located on the Caracara Prairie Preserve. This protection shall be afforded through the purchase of a Real and Personal Property Insurance Policy or through Self Insurance, as the COUNTY deems appropriate.
10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS.** The COMMISSION shall obtain prior written approval from the COUNTY before constructing or locating any structures on the Caracara Prairie Preserve. No trees shall be removed or major land alterations done without the prior written approval of the COUNTY. All permanent structures shall remain the sole and exclusive property of the COUNTY. Temporary structures constructed or located on the Caracara Prairie Preserve by the COMMISSION shall remain the property of the COMMISSION.
11. **ARCHAEOLOGICAL AND HISTORICAL SITES.** Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Caracara Prairie Preserve is prohibited unless prior authorization has been obtained from the Department of the State, Division of Historical Resources. The Habitat Management Plan shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Caracara Prairie Preserve. The COUNTY will notify the Division of Historical Resources immediately if evidence is found to suggest that any archaeological or historic resources may exist.
12. **PERMITS.** The COUNTY shall be responsible for securing all local, State and Federal permits required for management actions under this agreement.
13. **HUNTING.** Hunting shall be approved and regulated through the COMMISSION. No hunting shall be allowed on the Caracara Prairie Preserve prior to the effective date of this Agreement. The Caracara Prairie Preserve shall be incorporated into the existing Corkscrew Marsh Unit of the CREW WEA. All hunting regulations, monitoring, and enforcement activities associated with the Corkscrew Marsh Unit of the CREW WEA shall also apply to the Caracara Prairie Preserve.

- 14. SIGNAGE.** The COMMISSION shall legally post appropriate signage along the perimeter of the Caracara Prairie Preserve.
- 15. MODIFICATION OF AGREEMENT.** No waiver or modification of this Agreement shall be valid unless in writing and lawfully executed by all parties. It is the intention of the COMMISSION and the COUNTY that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between and among the parties arising out of or affecting this Agreement unless such waiver or modification is in writing and executed as aforesaid.
- 16. RELATIONSHIP OF PARTIES.** It is understood that an employer-employee relationship does not exist between the COMMISSION and the COUNTY and neither of the parties shall be responsible for providing Workers' Compensation Insurance and withholding services for the other party or its employees. Each of the parties stipulates that they are not aware of any conflict of interest prohibiting them from entering into this Agreement.
- 17. OTHER AGREEMENTS.** This Agreement contains the complete agreement between the COMMISSION and the COUNTY. Each party acknowledges reliance on its own judgment in entering into this Agreement. The COMMISSION and the COUNTY further acknowledge that any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in their dealings with the other party in entering into this Agreement.
- 18. PUBLIC RECORDS.** The COMMISSION and the COUNTY shall abide by the provisions of Chapter 119, Florida Statutes, allowing public access to all documents, papers, letters, or other material as applicable.
- 19. NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COUNTY:

Melissa Hennig
Collier County Board of County Commissioners
Conservation Collier Program
3335 Tamiami Trail, East, Suite 101
Naples, FL 34112
Tel. 239-252-2957
melissahennig@colliergov.net

FOR THE COMMISSION:

Mike Brooks
Florida Fish and Wildlife Conservation
Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
Tel. 850-617-9583
mike.brooks@myfwc.com

20. PUBLIC RECORDS. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

21. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

22. STATE REQUIRED CLAUSES.

a. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

b. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a supplier, sub or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, supplier, sub, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

d. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

23. NON-ASSIGNMENT. This Agreement and may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

24. SEVERABILITY AND CHOICE OF VENUE. This Agreement shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision

shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

25. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.
26. **JURY TRIAL WAIVER.** As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.
27. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the County of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the County knowingly employs unauthorized aliens.
28. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

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

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Fred W. Coyle, CHAIRMAN FLORIDA

Executive Director (or designee)

Date: _____

Date:

ATTEST:
DWIGHT E. BROCK, CLERK

Approved as to form and legality:

Approved as to form and legal
sufficiency

Commission Attorney
STATE OF FLORIDA

Attachments and Exhibits in this Contract include the following:

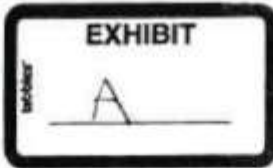
Exhibit A ——— Interlocal Agreement between Collier County and the Corkscrew Regional Ecosystem Watershed Land and Water Trust

Exhibit B CREW Wildlife and Environmental Area Brochure Pamphlet

Exhibit C Caracara Prairie Preserve Property Legal Description

Exhibit D Collier County Ordinance No. 2007-65

Exhibit E Corkscrew Regional Watershed Map



**INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY AND CORKSCREW
REGIONAL ECOSYSTEM WATERSHED LAND AND WATER TRUST
CARACARA PRAIRIE PRESERVE**

This Agreement is entered upon this 13th day of September, 2011, by **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, (hereinafter referred to as "COUNTY"), whose address is 3299 Tamiami Trail East, Naples, FL 34112, and **CORKSCREW REGIONAL ECOSYSTEM WATERSHED LAND AND WATER TRUST, INCORPORATED**, a Florida non-profit corporation, (hereinafter referred to as "TRUST"), whose address is 23998 Corkscrew Road, Estero, FL 33928.

WITNESSETH

WHEREAS, the COUNTY owns an undivided ninety-four point four (94.4%) percent interest of Caracara Prairie Preserve situated in Collier County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the TRUST owns an undivided five point six (5.6%) percent interest of the Property; and

WHEREAS, the COUNTY is required to manage the Property in perpetuity, as set forth in Collier County Ordinance No.02-63, as amended.

NOW, THEREFORE, for good and valuable consideration, the COUNTY and the TRUST hereby mutually agree:

1. That the TRUST authorizes the COUNTY to unconditionally use its undivided five point six (5.6%) percent interest of the Property for the purposes of restoration and management for the benefit of present and future generations.
2. That the TRUST authorizes the COUNTY to enter into agreements with other governmental agencies in order to implement management activities outlined in the Caracara Prairie Preserve Habitat Management Plan.
3. That all the terms herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.
4. That CREW has no liability or responsibility for the management of the Property.
5. That CREW will not benefit in any way from the Property, nor assume the responsibility for funding management of the Property.

IN WITNESS WHEREOF, the COUNTY has hereunto set its unauthorized hand and seal as of this date and year first above written.

ATTEST:
DWIGHT E. BROCK, CLERK

by: *Dwight E. Brock* *D.E.B.*
Attest of the Clerk
signature only

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: *Fred W. Coyle*
9/17/11 FRED W. COYLE, CHAIRMAN

Approval for form and legal Sufficiency:

J B White
Jennifer B. White
Assistant County Attorney

AS TO CREW:

DATED: 8/15/11

CORKSCREW REGIONAL ECOSYSTEM
WATERSHED LAND AND WATER TRUST,
INCORPORATED, a Florida nonprofit
corporation

WITNESSES: (Signature)

(Printed Name) *Brenda Brooks*
BRENDA BROOKS

(Signature)

(Printed Name) *Stephen A. Walker*

Stephen A. Walker, Esq.
Approved as to form and legal sufficiency:

BY: *William Hammond*
Bill Hammond, Chairman

EXHIBIT A

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

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

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

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

EXHIBIT “B”



Florida Fish and Wildlife
Conservation Commission

myfwc.com



South Florida Water
Management District

sfwmd.gov

CREW

Wildlife and Environmental Area

Regulations Summary and Area Map
July 01, 2020 - June 30, 2021

2020-
2021

Hunting
Season

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

Persons using wildlife and environmental areas are required to have appropriate licenses, permits, and stamps. However, Florida residents who: (1) are 65 years of age or older; (2) possess a Florida Resident Disabled Person Hunting and Fishing Certificate; OR (3) are members of the U.S. Armed Forces (not stationed in Florida, while home on leave for 30 days or less, upon submission of orders) are exempt from certain license and permit requirements. Nevertheless, the following authorizations are still required: quota permits listed as "no exemptions", recreational use permits, antlerless deer permits, and the Migratory Bird Hunting and Conservation Stamp (federal duck stamp). Children under 16 years of age, in addition to the exceptions provided to persons fulfilling (1), (2) or (3) above, are also exempt from purchasing the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the direct supervision of a licensed hunter who is 21 years of age or older.

Licenses and permits may be purchased from county tax collectors, license agents, by telephone at 888-486-8356, or at GoOutdoorsFlorida.com. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp (available where hunting licenses are sold, at most post offices, or at www.duckstamp.com).

Quota Permit Information:

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

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

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

Permit applications: Hunters must submit electronic applications for quota and special-opportunity permits at GoOutdoorsFlorida.com. Worksheets listing hunts, application periods, deadlines, and instructions are available at county tax collector's offices, FWC offices, or MyFWC.com. Quota application periods occur throughout the year beginning April 1, please refer to the hunting handbook or MyFWC.com for specific dates. Worksheets will be available about 2 weeks prior to each application period.

Guest hunters: For each non-transferable archery, muzzleloading gun, general gun, wild hog, spring turkey, and mobility-impaired quota permit issued through GoOutdoorsFlorida.com, a quota permit holder (host) may take a guest hunter by obtaining a guest permit. A guest hunter must possess a completed guest permit while hunting, except the following persons may be a guest hunter without a guest permit: a youth under 16 years of age, a youth supervisor, a mentor license holder, or a mentor license supervisor. A host may only bring 1 guest hunter at a time and may only use 1 guest permit per day. The following persons are not considered to be guest hunters: other quota permit holders, non-hunters, and exempt hunters (on areas and during seasons that allow exemptions). The guest hunter and host must enter and exit the area together and must share a street-legal vehicle while hunting on the area. The guest hunter may hunt only while the host is on the area. Refer to the quota hunt worksheets for additional information.

Youth and mentor license holders: A supervisor is required to accompany a youth or mentor license holder during any hunt. A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt for which quota permits are issued, at least 1 person in the party must possess a quota permit.

Transfer of permits: Quota and guest permits are not transferable. A positive form of identification is required when using a non-transferable permit, except for a youth under 16 years of age. The sale or purchase of any quota permit or guest permit is prohibited.

General Area Regulations:

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

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. These provisions are not required when hunting with a bow and arrow during archery season.
2. Taking of spotted fawn, swimming deer, or roasted turkey is prohibited.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.

2011-
2012
Hunting
Season

CREW

Wildlife and Environmental Area

Regulations Summary and Area Map
July 1, 2011 - June 30, 2012



A cooperative public wildlife and recreational area

South Florida Water
Management District



Florida Fish and Wildlife
Conservation Commission

MyFWC.com

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

Persons using wildlife and environmental areas are required to have appropriate licenses, permits and stamps. The following persons are exempt from all license and permit requirements (except for quota permits when listed as "no exemptions," recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older, for one year.

Licenses and permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 1-888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp; available where hunting licenses are sold, at most post offices or at duckstamp.com.

QUOTA PERMIT INFORMATION:

Archery - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).
Muzzleloading Gun - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).
General Gun - 25 (Corkscrew Marsh Unit), 30 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions).
Spring Turkey - 5 (Corkscrew Marsh Unit), 5 (Flint Pen Strand/western Bird Rookery Swamp Units), no-cost, quota permits (no exemptions) for each of 2 hunts.

Permit applications: Hunters must submit electronic applications for quota and special-opportunity permits through the Commission's Total Licensing System (TLS). Worksheets listing hunts, application periods, deadlines and instructions are available at county tax collector's offices, FWC offices or MyFWC.com. Quota application periods occur throughout the year beginning April 1; please refer to the hunting handbook or MyFWC.com for specific dates. Worksheets will be available about 2 weeks prior to each application period.

Guest hunters: For each non-transferable archery, muzzleloading gun, general gun, wild hog, spring turkey and mobility-impaired quota permit issued through the Commission's TLS, only one guest permit may be obtained. The following persons may be a guest hunter, but are not required to obtain a guest permit: a youth under 16 years of age, a youth supervisor, a mentor license holder or a mentor license supervisor. A quota permit holder (host) may only bring 1 guest hunter at a time. The following persons are not considered to be guest hunters: other quota permit holders, non-hunters and exempt hunters (on areas and during seasons that allow exemptions). The host must share the bag limit with the guest and the host is responsible for violations that exceed the bag limit. The guest and host must enter and exit the area together and must share a street-legal vehicle while hunting on the area. The guest may only hunt while the host is on the area. A person is only eligible for one guest permit per hunt. Guest permits may only be obtained from license agents or county tax collector's offices. Guest permits may be obtained up to and during the last day of the hunt. Refer to the quota hunt worksheets for additional information.

Youth and mentor license holders: A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt (not including special-opportunity) for which quota permits are issued, at least one person in the party must be in possession of a quota permit. During a hunt that allows exemptions, a non-exempt supervisor of a youth must have a quota permit to hunt. A non-hunting supervisor is allowed to accompany a youth or mentor license holder during any hunt (including special-opportunity).

Transfer of permits: Quota and guest permits are not transferable. Except for youth under 16 years of age, a positive form of identification is required when using a non-transferable permit. The sale or purchase of any quota permit or guest permit is prohibited.

GENERAL AREA REGULATIONS:

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

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. These provisions are not required when hunting with a bow and arrow during archery season.
2. Taking of spotted fawn, swimming deer or roasted turkey is prohibited. Species legal to hunt are listed under each season.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited. Recorded calls and sounds can be used to hunt furbearers, wild hog and crows.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as closed to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from ½ hour before sunrise until ½ hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hog may not be transported alive.
16. Littering is prohibited.
17. Fires other than campfires at approved campsites are prohibited.
18. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.
19. Planting of trees, shrubs or other vegetation is prohibited without written authorization from the landowner or the Commission.

PUBLIC ACCESS AND VEHICLES:

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

HUNTERS AND CHECK STATIONS:

1. Hunting equipment and dogs may be taken onto the WEA after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. one day after the end of the season.
2. Hunters shall enter and exit the area at a designated entrance, except hunters entering or exiting the Corkscrew Marsh Unit shall use Gates 5 or 6.
3. Hunters shall check in and out at a designated check station when entering and exiting the area and check all game taken.
4. No deer or turkey shall be dismembered until checked at a check station.

GUNS:

1. Hunting east of or within ¼-mile of the western North/South Tram Road and south of Bonita Beach Road in the Bird Rookery Swamp Unit is prohibited.
2. Hunting with centerfire or rimfire rifles is prohibited.
3. All firearms shall be securely encased and in a vehicle, vessel, camper or tent, during periods when they are not a legal method of take. Persons in possession of a valid Concealed Weapon or Firearm License may carry concealed handguns.
4. Target practice is prohibited.
5. Hunting with a gun and light is prohibited.
6. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing two or more balls.
7. Children under the age of 16 may not be in possession of a firearm unless in the presence of a supervising adult.
8. No person shall have a gun under control while under the influence of alcohol or drugs.
9. For hunting non-migratory game, only shotguns, pistols, bows, crossbows, muzzleloading guns or falconry may be used. **Hunting during the spring turkey season with firearms other than shotguns or using a shotsize larger than #2 is prohibited.**
10. For hunting migratory game, only shotguns, bow or falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than three shells in the magazine and chamber combined.
11. Firearms using rimfire or non-expanding, full metal jacket (military ball) ammunition are prohibited for taking deer.
12. Fully automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than five rounds, explosive or drug-injecting devices and set guns are prohibited.

DOGS:

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

CAMPING:

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

BAG AND POSSESSION LIMITS: During quota hunts, host hunter and guest must share all bag and possession limits.

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

4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage, or remove any natural, man-made, or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug, or poison is prohibited. Recorded calls and sounds can be used to hunt furbearers, wild hog and crows.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing, or trapping is prohibited on any portion of the area posted as closed to those activities.
9. People, dogs, vehicles, and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft, or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from ½ hour before sunrise until ½ hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, except by permit from FWC or written authorization from the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. Wild hog may not be transported alive.
15. A hunting license is not required to hunt wild hog.
16. Littering is prohibited.
17. Fires other than campfires at approved campsites are prohibited.
18. An FWC Law Enforcement Officer may search any camp, vehicle, or boat in accordance with law.
19. Planting of trees, shrubs, or other vegetation is prohibited without written authorization from the landowner or the Commission.
20. Falconers may hunt during the statewide falconry season anytime a management area is open for public access. Falconers are not exempt from quota permits during hunts requiring them.

Public Access and Vehicles:

1. Open to public access year round but only from 2 hours before sunrise until 2 hours after sunset, unless camping.
2. All persons shall enter and exit the area at a designated entrance.
3. The use of ATVs, swamp buggies, tracked vehicles, vessels (except canoes or kayaks), or unlicensed and unregistered motorcycles is prohibited, except swamp buggies may be operated only by individuals participating in a quota hunt.
4. Vehicles may be operated only on named roads designated for vehicles, except during archery, muzzleloading gun, general gun, and spring turkey seasons. Beginning at 8 a.m. the day prior to the opening of each season, vehicles may also be operated on designated trails, but only by individuals participating in a quota hunt.
5. Parked vehicles may not obstruct a road, gate, or firelane.
6. No motor vehicle shall be operated in areas designated as closed to vehicular traffic.
7. The use or possession of horses is prohibited, except by Special-Use License (SUL) from the South Florida Water Management District (SFWMD). To apply for and receive an SUL by email, visit www.sfwmd.gov/sul. To receive an SUL by U.S. Mail, contact SFWMD at 1-800-432-2045 (allow 7-10 business days).
8. **Trailers and trailer parking are prohibited, except at the Flint Pen Strand and Gate 5 check stations, where trailer parking (including equestrian trailers) is allowed in the adjoining parking lots.**

Hunters, Check Stations, and Harvest Reporting:

1. Hunting equipment may not be taken onto the WEA until after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. 1 day after the end of the season.
2. Hunters are required to enter and exit the area at a designated entrance and hunters entering or exiting the Corkscrew Marsh Unit must use Gate 5.
3. During periods when check stations are staffed, hunters must report at a check station upon entering and leaving the area, and check all harvested game.
4. During periods when check stations are staffed, no deer or turkey shall be dismembered until registered at a check station.
5. **In addition to checking all game at the check station, all hunters must log their harvested deer prior to moving it and report their harvested deer within 24 hours. See Florida Hunting Regulations handbook or MyFWC.com for deer harvest reporting instructions.**

Guns:

1. Hunting east of or within ¼-mile of the western North/South Tram and south of Bonita Beach Road in the Bird Rookery Swamp Unit is prohibited.
2. Hunting with centerfire or rimfire rifles is prohibited.
3. Hunting at night with a gun is prohibited.
4. Muzzleloading guns used for taking deer must be .30 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing 2 or more balls.
5. Hunting deer with non-expanding, full metal jacket (military ball) ammunition is prohibited.
6. Hunting wildlife (other than migratory birds) with airguns is allowed. See Florida Hunting Regulations handbook for details.
7. Hunting deer with airguns is prohibited, except pre-charged pneumatic (PCP) airguns propelling a bolt, arrow or bullet .30 caliber or larger are allowed.
8. Hunting turkey with airguns is prohibited, except PCP airguns propelling a bolt or arrow are allowed.
9. Children under the age of 16 hunting with a firearm or airgun must be in the presence of a supervising adult.
10. No person shall discharge a firearm or have a loaded firearm in hand while under the influence of alcohol or drugs.
11. For hunting non-migratory game, only shotguns, pistols, airguns, bows, crossbows, or muzzleloading guns may be used.
12. For hunting migratory game, only shotguns, bows, or crossbows may be used. Shotguns must be 10 gauge or smaller and incapable of holding more than 3 shells in the magazine and chamber combined.

13. Hunting with fully automatic firearms, explosive or drug-injecting devices, or set guns is prohibited.
14. The discharge of a firearm outside of periods open to hunting or in areas closed to hunting is prohibited per s.790.15 FS.

Dogs:

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

Camping:

1. Camping is allowed only at designated sites by Special-Use License (SUL) from the South Florida Water Management District (SFWMD). To apply for and receive an SUL by email, visit www.sfwmd.gov/sul. To receive an SUL by U.S. Mail, contact SFWMD at 1-800-432-2045 (allow 7-10 business days). NOTE: Hunters will need an SUL to camp during quota hunts.
2. No persons shall bring building materials onto the area or erect permanent or semi-permanent structures.
3. Quiet hours: From 11 p.m. until 7 a.m. loud music, barking dogs, or any other activity causing excessive noise is prohibited in camping areas.
4. Pets must be physically restrained and under control within camping areas.

Bag and Possession Limits: A guest hunter must share the host's bag limit, and the host is responsible for violations that exceed the bag limit.

1. Deer - No person shall exceed statewide bag limits.
 - A. Area limits - 1 antlered deer per quota permit (Flint Pen Strand and Western Bird Rookery Swamp units). The take of deer is prohibited in the Corkscrew Marsh Unit.
 - B. Statewide limits - Annual limit 5 deer (only 2 of which may be antlerless), daily limit 2, possession limit 4.
 - C. As part of the statewide annual deer limit, youth less than 16 years of age may harvest 1 deer annually not meeting antler point requirements but having at least 1 antler 5 inches or more in length.
2. Wild turkey - No person shall exceed statewide bag limits.
 - A. Area limits - 1 per spring turkey quota permit.
 - B. Statewide limits - Spring season limit 2, daily limit 2, possession limit 2.
3. Wild hog - No bag limit or size restriction.
4. Gray squirrel and rabbits - Daily limit 12 per person, possession limit 24 for each.
5. Quail - Daily limit 12, possession limit 24.
6. Armadillo, beaver, coyote, nutria, opossum, raccoon, and skunk - No bag limits.
7. Bobcat and otter - Prohibited.
8. Migratory birds - See Florida Hunting Regulations handbook.

Archery Season:

August 8-16

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

Legal to Hunt - Antlered deer with at least 1 main beam having 3 or more points (with each point being 1 inch or more in length) OR a main beam of 10 inches or more in length. Armadillo, beaver, coyote, gray squirrel, migratory birds in season, nutria, opossum, rabbits, raccoon, skunk, and wild hog may also be hunted.

Regulations Unique to Archery Season -

1. Hunting deer is prohibited in the Corkscrew Marsh Unit.
2. Hunting with guns or crossbows is prohibited, except that crossbows are allowed by disabled crossbow permit and centerfire shotguns are allowed for hunting migratory birds in season.

Muzzleloading Gun Season:

September 5-7

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

Legal to Hunt - Antlered deer with at least 1 main beam having 3 or more points (with each point being 1 inch or more in length) OR a main beam of 10 inches or more in length. Armadillo, beaver, coyote, gray squirrel, migratory birds in season, nutria, opossum, rabbits, raccoon, skunk, and wild hog may also be hunted.

Regulations Unique to Muzzleloading Gun Season -

1. Hunting deer is prohibited in the Corkscrew Marsh Unit.
2. Hunting with archery equipment or guns other than muzzleloading guns is prohibited, except that centerfire shotguns are allowed for hunting migratory birds.

General Gun Season:

November 21-29

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

Legal to Hunt - Antlered deer with at least 1 main beam having 3 or more points (with each point being 1 inch or more in length) OR a main beam of 10 inches or more in length. Armadillo, beaver, coyote, gray squirrel, migratory birds in season, nutria, opossum, rabbits, raccoon, skunk, and wild hog may also be hunted.

Regulations Unique to General Gun Season -

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

Small Game Season:

December 5 - January 3

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

Legal to Hunt - Armadillo, beaver, coyote, gray squirrel, migratory birds in season, nutria, opossum, quail, rabbits, raccoon, and skunk.

Regulations Unique to Small Game Season -

1. Dogs may be used to hunt migratory birds in season, and gray squirrel, quail, and rabbits during small game season.
2. Hunting with centerfire or rimfire rifles is prohibited.

Trapping:

Prohibited.

Spring Turkey Season:

March 6-9, 10-14

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

Legal to Hunt - Bearded or gobble turkey.

Regulations Unique to Spring Turkey Season -

1. Legal shooting hours are ½ hour before sunrise until sunset.
2. Hunting other animals is prohibited.
3. Only bows, crossbows, PCP airguns propelling a bolt or arrow, and shotguns using #2 or smaller shot size may be used for hunting.

Migratory Bird Season:

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

Legal to Hunt - Common moorhen, coot, crow, ducks, geese, mergansers, mourning and white-winged doves, nile, snipe, and woodcock may be hunted during statewide migratory bird seasons that coincide with the seasons in this brochure for which migratory birds are listed as legal to hunt. See Florida Hunting Regulations handbook for general season dates and bag limits.

Regulations Unique to Migratory Bird Seasons - All Migratory Bird Regulations shall apply.

1. Hunting ducks, geese, or coot with lead shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when migratory birds are legal to hunt.
3. Shooting hours for mourning and white-winged doves are noon until sunset during Phase 1 and ½ hour before sunrise until sunset during Phases 2 and 3.

Fishing and Frogging:

Allowed year round, but only from 2 hours before sunrise until 2 hours after sunset

Permit, Stamp, and License Requirements - Fishing license (if fishing) or management area permit (if frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

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

General Information:

1. Information for persons with disabilities can be found at MyFWC.com/ADA.
2. If you have any questions about this material, please call the FWC at 561-625-5122 (TDD 800-955-8771).
3. The FWC is not responsible for protection of personal property and will not be liable for theft of or damage to personal property.
4. Please report the location of any sick or extremely skinny deer to the Chronic Wasting Disease hotline, toll free at 866-293-9282.

South Florida Water Management District Information:

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

Cooperation Requested:

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

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

ARCHERY SEASON:

August 6-14.

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

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

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

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

MUZZLELOADING GUN SEASON:

September 3-5.

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

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

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

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

GENERAL GUN SEASON:

November 19-27.

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

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

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

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

SMALL GAME SEASON:

December 3 through January 1.

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

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

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

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

TRAPPING: Prohibited.

SPRING TURKEY SEASON:

March 3-6 and 7-11.

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

Legal to Hunt - Bearded turkey or gobbler.

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

1. Legal shooting hours are ½ hour before sunrise until 1 p.m.
2. Hunting other animals is prohibited.
3. Hunting with firearms other than shotguns or using a shot size larger than #2 is prohibited.

MIGRATORY BIRD SEASONS:

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

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

Legal to Hunt - See Migratory Bird Hunting Regulations pamphlet.

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

1. Hunting duck, geese and coot with lead shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when one or more migratory birds are legal to hunt.

FISHING AND FROGGING:

Allowed year round 2 hours before sunrise until 2 hours after sunset.

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

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

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

GENERAL INFORMATION:

1. Information for persons with disabilities can be found at MyFWC.com/ADA.
2. If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 561-625-5122 (TDD 800-955-8771).

SOUTH FLORIDA WMD INFORMATION:

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

COOPERATION REQUESTED:

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

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

**When you spot law violators or suspicious activities,
contact your nearest Commission regional office or
call**

1-888-404-FWCC

**You may qualify for a cash reward from the
Wildlife Alert Reward Association.**



CARACARA
PRAIRIE
PRESERVE

EXHIBIT "C"

~~PROPERTY TAX IDENTIFICATION NUMBER: 00053080006~~

~~LEGAL DESCRIPTION:~~

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

~~AND~~

~~PROPERTY TAX IDENTIFICATION NUMBER: 00053080200~~

~~LEGAL DESCRIPTION:~~

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

EXHIBIT "C"

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

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

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

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



EXHIBIT "D"

ORDINANCE NO. 2007- 65

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

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TALLAHASSEE, FLORIDA

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

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

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

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

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

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

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

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

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

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

SECTION 1: Name:

This ordinance shall be known as Conservation Collier **Implementation Ordinance.**

SECTION 2: Objectives:

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

SECTION 3 – Findings:

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

SECTION 4 – Purpose and Intent:

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

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

SECTION 5- Definitions:

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

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

5. "Buffer land" shall mean that land which is adjacent to publicly-owned environmental land, or privately held land permanently dedicated to conservation, or that land which is an in-holding within publicly-owned environmental land, and which, if not acquired, would threaten the environmental integrity of the existing resource, or if acquired, would enhance the environmental integrity and connectivity of the resource.
6. "Environmentally sensitive" land shall mean that land which contains natural upland or wetland communities, native plant communities, rare and endangered flora and fauna, endemic species, endangered species habitat, a diversity of species, significant water resources, or outstanding aesthetic or other natural features.
7. "Management" shall mean the preservation, enhancement, restoration, conservation, monitoring, or maintenance of the natural resource values of environmentally sensitive lands which have been acquired or approved for management under Conservation Collier, including provision of appropriate public access.
8. "Target Protection Areas" shall mean larger areas of environmentally sensitive land within which are located specific sites which generally satisfy the initial screening criteria and meet the goals of Conservation Collier.
9. "Natural resource-based recreation" shall mean all forms of uses which are consistent with the goals of this program, and are compatible with the specific parcel. Such uses shall include, but not be limited to, hiking, nature photography, bird-watching, kayaking, canoeing, swimming, hunting and fishing.

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

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

1. The Conservation Collier Acquisition Trust Fund shall receive monies from the following sources:
 - a. All monies accepted by Collier County in the form of federal, State, or other governmental grants, reimbursements, allocations, or appropriations, foundation or private grants, donations for acquisition of environmentally sensitive lands and payments provided for mitigation activity associated with such acquisition activity.
 - b. Such additional allocations as may be made by the Board of County Commissioners from time to time for the purposes set forth herein.
 - c. All interest generated from the sources identified herein except where monies received have been otherwise designated or restricted.
 - d. Supplementation from the Conservation Collier Management Trust Fund, but only with the approval of the Collier County Board of County Commissioners.
 - e. Up to Eighty-five percent (85%)(75%) of all ad valorem revenues collected for Conservation Collier.
 - f. The proceeds of any property acquired with funds from the Conservation Collier Acquisition Trust Fund that is leased or sold by the County, said proceeds, as determined by the Board of County Commissioners, to be committed either to the Conservation Collier Acquisition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – Land Acquisition Advisory Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9 - Property Eligible for Acquisition and Management:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. All designated Urban lands on the Future Land Use Map of the Collier County Growth Management Plan with predominantly native vegetative cover.
- b. All Collier County Natural Resource Protection Areas and Sending Lands, as shown on the Future Land Use Map of the Collier County Growth Management Plan.
- c. All undeveloped lands with predominately native vegetative cover in the Northern Golden Gate Estates, as shown on the Future Land Use Map of the Collier County Growth Management Plan.

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

SECTION 11 – Acquisition List:

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

1. The Target Protection Areas List shall consist of lands representing the highest natural resource values (such as Natural Resource Protection Areas), but generally not specific parcels, and is initially approved by the Board of County Commissioners and updated periodically by the Board of County Commissioners and Land Acquisition Advisory Committee. It is established and updated in accordance with Conservation Collier goals, procedures and criteria.
2. The Active Acquisition List shall consist of criteria-qualified sites that have been selected from Target Protection Areas, as well as qualified acquisition proposals submitted to the Land Acquisition Advisory Committee by the public, all of which have ~~received positive responses~~ had applications submitted by ~~from~~ property owners. The Active Acquisition List shall separate proposals into three (3) categories, A (pursue acquisition), B (hold for re-ranking in the next cycle), and C (no interest in acquiring). The A-category parcels/projects shall be further categorized as 1 (high priority), 2 (medium priority) and 3 (low priority), in order to give County staff direction as to priority for acquisition tasks. The Active Acquisition List shall be updated periodically according to Conservation Collier procedures and criteria. Site acquisition proposals that receive the highest evaluations pursuant to the Conservation Collier criteria and for which acquisition is feasible will be placed on this list, pending ~~recommendation approval~~ approval by the Land Acquisition Advisory Committee and approval by the Board of County Commissioners.
3. Once approved by the Board of County Commissioners, the County shall actively pursue acquisition of A-category projects on the Active Acquisition List. All sites shall be pursued on a voluntary "willing participant" basis only, without the use of the County's eminent domain powers.
4. Projects will only be removed from the Active Acquisition List by successful purchase of the site, approval of the next succeeding list, withdrawal of positive interest by the property owner, or by resolution of the Board of County Commissioners. Projects removed may still be considered at a later time.

SECTION 12 – Nomination of acquisition proposals and candidate sites:

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

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

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

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

5. While p

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

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

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

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

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

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

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

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

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

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

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

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

~~5. Upon completion of the InitialCriteriaScreeningReport ISCR, the Land Acquisition Advisory Committee shall hold a public hearing to consider the recommendations for presentation of information contained in the ICSR regarding each site, the applicants' and/or landowners' comments, and comments from the public. A courtesy notice shall be provided to the owners of properties which are the subject of the hearing, although failure to notify said owners shall not invalidate these proceedings.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Identify such management activities as are necessary to preserve, enhance, restore, conserve, maintain, or monitor the resource, as appropriate; and
- (b) Identify such uses as are consistent with the preservation, enhancement, restoration, conservation, and maintenance of the resource; and
- (c) Estimate the annual costs of managing the project.

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

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

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

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

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

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

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

SECTION 15 - Responsibilities of the County Manager:

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

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

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

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

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

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

SECTION 18 - Conflict and Severability:

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

SECTION 19 – Effective Date:

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

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

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

Attest:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Ann Jennifer A.*
Attest as to Chairman's
Signature Only

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

Approved as to Form and Legal Sufficiency:

JAR
Jennifer A. Belpedio, Assistant County Attorney



STATE OF FLORIDA)

COUNTY OF COLLIER)

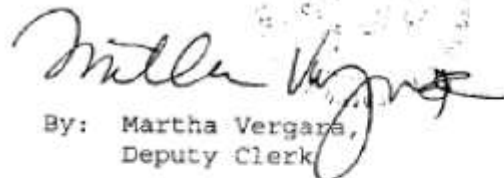
I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true and correct copy of:

ORDINANCE 2007-65

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

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

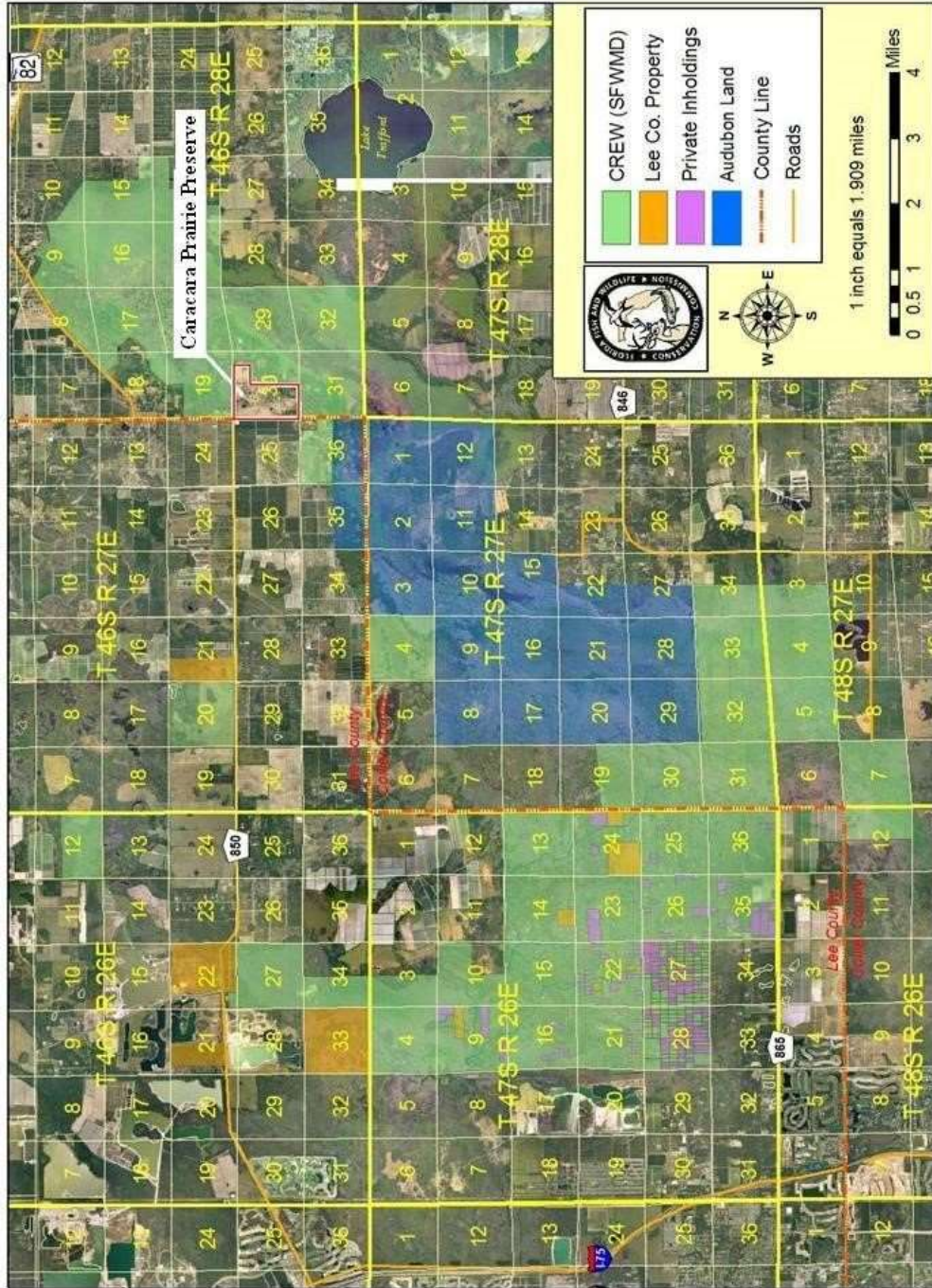
DWIGHT E. BROCK
Clerk of Courts and Clerk
Ex-officio to Board of
County Commissioners


By: Martha Vergara,
Deputy Clerk

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EXHIBIT "E"

Corkscrew Regional Ecosystem Watershed



Created by Ayounga Riddick, FWC June 2004

Appendix D. Oil, Gas, and Mineral Lease

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

HEDERMAN BROS. RIDGELAND MS

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of March 20 07 between
Hugh E. Starnes and wife, Judy Ann Starnes

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

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

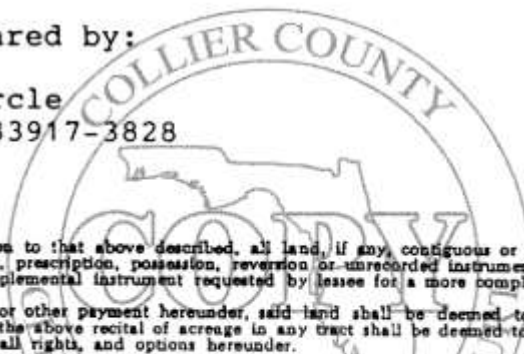
TOWNSHIP 46 SOUTH, RANGE 28 EAST

Section 30: ALL

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

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

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



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

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

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

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

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

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

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

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

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

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

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

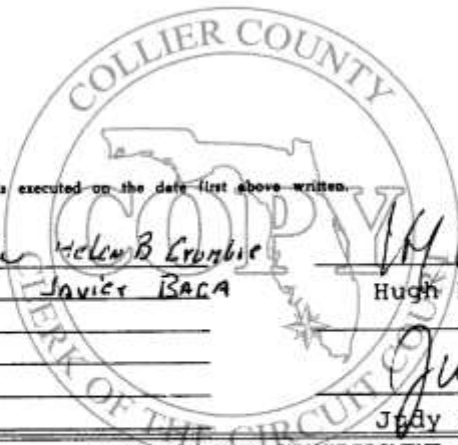
9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said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

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

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

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

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



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

Helen B. Crumbe Helen B. Crumbe Judy Ann Starnes (SEAL)
JAVIER BACA JAVIER BACA Hugh E. Starnes (SEAL)
Judy Ann Starnes (SEAL)
Judy Ann Starnes

JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF Florida
COUNTY OF Lee

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

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

Given under _____ and HELEN B. CRUMBE 15 day of March A. D. 2007
(Affix Seal) MY COMMISSION # DD246612
EXPIRES: September 15, 2007
Bonded thru Notary Public Underwriters

My commission expires 9-15-07
Helen B. Crumbe (Title of Official)
Helen B. Crumbe in and for Lee County, Florida

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF _____
COUNTY OF _____

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

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

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

(Subscribing Witness)
Given under my hand and official seal, this _____ day of _____, 20 _____

(Affix Seal) _____

(Title of Official)

My commission expires _____ in and for _____ County, _____



**FLORIDA DEPARTMENT OF
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Oil & Gas Drilling Permit

Permittee: Trend Exploration LLC 3879 Wildview Ct. North Fort Myers, FL 33917	Permit No.: 1335D
	PA No.: 313880-004
Well Name: Collier Resources 25-1	Date of Issue: June 21, 2019
Security: Minerals Trust Fund Participation	Expiration Date: June 20, 2020

PROJECT DESCRIPTION

This permit authorizes Trend Exploration LLC (Trend), to drill a directional exploratory well from a previously permitted surface hole location (SHL) in Collier County, Florida to a new bottom hole location (BHL) in Lee County. The true vertical depth (TVD) of the target is approximately 11,610 feet (ft.) below ground level (BGL) and the measured depth (MD) is approximately 12,139 ft. The ultimate MD of the exploratory wellbore may be 14,000 ft. to explore structure below the target and its relationship to features of the target.

An existing raised and bermed, rectangular, lime rock pad, measuring approximately 300 by 200 feet will be used. Access to the site is via the existing oil pad access gravel road. The only improvements to the road will be to repair three degraded culverts. Stormwater improvements include repairs to the existing perimeter berm and installation of rig mat secondary containment comprised of an impervious (lined) ditch and berm.

The permit application includes well control procedures, preventative measures, and contingency plans for responding to potential accidents and spills. All produced fluids (crude oil, formation water and wellbore cleanup fluid) collected during well drilling and testing will be hauled by contractor(s) to approved handling facilities. Associated natural gas will be flared on site. Drilling operations will use water from two nearby wells, which were used for previous drilling projects at the same SHL.

PROJECT LOCATION

The SHL is on improved upland pasture within the Caracara Prairie Preserve (CPP); approximately 14 miles east of I-75; 8 miles west of Immokalee; and near the east-to-north turn of Corkscrew Road (CR 850). The BHL location is in Section 25 of Township 46 South, Range 27 East. The well is designated as Collier Resources 25-1.

FINANCIAL SECURITY

Pursuant to Rule 62C-26.002(5)(c)1., Florida Administrative Code (F.A.C.), and Section 377.2425(1), Florida Statutes (F.S.), the applicant provided security for the well by payment into the Minerals Trust Fund.

Trend Exploration LLC
Exploratory Well

Drilling Permit No. 1335D
Collier Resources Well 25-1

FINAL PERMIT

AUTHORIZATIONS

The activities proposed in the application for Permit 1335D are consistent with the applicable statutes and rules governing drilling operations under Part I of Chapter 377, F.S., and Rules 62C-25 through 62C-29, F.A.C. The Department hereby issues Permit 1335D to Trend Exploration LLC. The permittee is hereby authorized to drill, complete, and test the well, subject to the following conditions.

Issuance of this permit does not guarantee, imply, nor should it be inferred from such issuance, that future permits or modifications will be granted by the Department. Issuance of this permit does not relieve the permittee of the responsibility to comply with all applicable federal, state, county, municipal, and special district laws, ordinances, and rules; nor is the permittee relieved of the responsibility to obtain any licenses or permits which may be required by federal, state, county, municipal, or special district laws.

This permit does not convey to the permittee or create any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee.

PERMIT

The permittee is hereby advised to read and understand all permit conditions prior to initiating the activities authorized under this permit, and to ensure that work is conducted in conformance with all the terms and conditions. If the permittee employs a contractor, the contractor should also read and understand these conditions prior to beginning any activity. Failure to comply with these conditions may result in the suspension or revocation of this permit pursuant to Section 120.60, F.S.; injunctive relief pursuant to Section 377.34, F.S.; and penalties or damages pursuant to Section 377.37, F.S.

GENERAL CONDITIONS

1. **Expiration:** This drilling permit expires one year from the issuance date. If drilling has not begun within that period, then upon written request by the permittee, the Department shall extend the permit for an additional year. Subsequent requests for extensions shall be treated as new applications. [Rule 62C-26.003(2), F.A.C.]
2. **Conduct of Operations:** By accepting this permit, the permittee agrees to conduct all operations in accordance with Chapter 377, Part I, F.S. and Chapters 62C-26 through 62C-30, F.A.C. [Rule 62C-25.001(1), F.A.C.] Additionally, the permittee shall conduct operations in accordance with:
 - a. The conditions of this permit;
 - b. The Application for Permit to Drill (Form 3), dated September 21, 2018, which is attached and incorporated as Exhibit I of this permit;
 - c. The Application Summary Report and Attachments 1 through 17 as cited in this permit.
 - d. Applicant submittals through January 28, 2019 in response to the Department's Request for Additional Information (RAI) dated November 2, 2018.
 - e. Applicant letter received April 8, 2019, concurring with the requirements of Conservation Collier dated October 24, 2018, and April 5, 2019.
 - f. Florida Fish and Wildlife Commission (FWC) staff recommendations dated April 4, 2019.[Rule 62C-26.003(3), F.A.C.]

Trend Exploration LLC
Sunniland Formation - Exploratory Well

Drilling Permit No. 1335D
Collier Resources Well 25-1

FINAL PERMIT

3. **Notifications and Submittals to the Department:** All notifications and submittals required under this permit shall be provided by electronic mail to the Department's Oil and Gas Program at OGP@dep.state.fl.us. If notification by electronic mail is not feasible, it shall be given by phone to the Department's Ft. Myers Oil and Gas Field Office at 239-344-5611 or 239-344-5721 and followed up promptly by electronic mail.
4. **Notifications and Submittals to Surface Owner:** All notification and submittals required under this permit to the surface owner, Collier County, shall be provided by electronic mail to the CPP Manager at Molly.Duwall@CollierCountyfl.gov. If notification by electronic mail is not feasible, it shall be given by phone to the CPP Manager at 239-272-1086 (mobile) or 239-252-2960 (office). Further, required notifications to the Collier County Pollution Control Section shall be given by phone at 239-252-2502.
5. **Blowouts or Other Emergencies:** The permittee shall, in the event of a blowout or other emergency, bring the situation under control as rapidly as possible. The permittee is advised that failure to do so will cause the Department to bring the situation under control at the expense of the permittee. [Section 377.40, F.S. and Rule 62C-28.005, F.A.C.]
6. **Emergency Response Contingencies:** Any accident, blowout or other unauthorized release of produced fluids containing a pollutant or hazardous substance that is not contained on or within the berm surrounding the drilling pad shall be addressed in accordance with Rules 62-780.500, F.A.C., and 62-780.550 or Rule 62-780.560, F.A.C., as applicable. [Sections 377.34 and 377.371, F.S.]
7. **Notification of Rig Schedule:** The permittee shall notify the Department's Oil and Gas Program, the CPP Manager and the Department's Office of Emergency Response (OER) as early as practicable and at least seven calendar days prior to entry of the drilling rig onto the project site. Notification to the OER shall be provided by electronic mail to Nick.Roff@dep.state.fl.us. Similar notification is required for the completion rig. The notification shall include at a minimum:
 - a. The company name and rig number;
 - b. Telephone numbers of responsible company personnel, contractors, and drilling superintendent;
 - c. The planned work schedule, including approximate spud date and estimated date that the drilled depth will reach 9,000 feet BGL.[Section 377.371(1), F.S., Pollution Prohibited]
8. **Commencement Notification:**
 - a. The permittee shall notify the Department's Oil and Gas Program not less than twenty-four hours prior to starting work and thereafter as directed. [Rule 62C-25.001, F.A.C.]
 - b. The permittee shall notify the CPP Manager prior to commencement of culvert replacement and road maintenance, rig construction, drilling activities and site access by vehicular traffic. [Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018]
 - c. The permittee shall notify the CPP Manager of the exploratory oil well project timeline no less than 30 days before activities commence. [Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

FINAL PERMIT

9. **Identification of Wells:** The permittee shall keep a sign that is legible from 100 feet posted in a conspicuous place near the well displaying the name of the permittee, fee owner, well number, Department permit number, county name, section, township, and range. [Rule 62C-27.001(1), F.A.C.]
10. **Department Reporting Requirements:**
- a. The permittee shall submit to the Department's Oil and Gas Program a copy of the abbreviated driller's log on a daily basis.
 - b. The permittee shall keep at the well site a complete driller's log and a copy of all well logs run on the well. These shall be accessible to the Department's Oil and Gas Program.
 - c. The permittee shall submit to the Department's Oil and Gas Program the Well Record (Oil & Gas Form 8) within 30 days after reaching total depth, and the Well Completion Report (Oil & Gas Form 9) within 30 days after testing the well. The permittee shall provide a cut of all samples and cores taken, a complete set of all well logs, a mud log, and any core or sample analysis reports that have been generated within 30 days after reaching total depth. Prior to providing the samples and cores to the Department, the permittee shall consult with the Department's Ft. Myers Oil and Gas Field Office regarding the most efficient way to protect and transfer them.
[Rules 62C-27.001(3) and (3)(a), F.A.C.]
11. **Surface Owner Reporting Requirements:** The permittee shall promptly notify Collier County, as the surface owner, of any modifications or additions to existing application activities, including, but not limited to, permit modifications, permit extension applications, additional well applications, deep injection site applications, and listed species incidental take permit applications. [Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

SURFACE FACILITIES

12. **Surface and Bottom Hole Locations:** The surface and bottom hole locations shall conform to the locations specified in **Exhibit 1**, "Application for Permit to Drill (Form 3)," and as depicted in **Exhibit 2**, "Location Plat," of this permit. [Application; Rules 62C-26.003(3), 62C-26.003(7), and 62C-27.010(2), F.A.C.]
13. **Surface Facilities:** Prior to the earlier of August 15, 2019 and date of commencement of repairs or improvements to the existing drilling pad and perimeter berm, the permittee shall submit confirmation, sealed by a registered professional, that the existing drilling pad and perimeter berm, shown in **Exhibit 3**, "Pad, Rig and Equipment Layout," complies with the following requirements, or shall submit construction plans for the repairs or improvements to comply with the following requirements:
- a. The drilling pad shall be constructed from trucked-in fill material or from material taken from approved borrow pits. [Rule 62C-30.005(2)(b)5., F.A.C.]
 - b. The drilling pad shall be constructed to a height to assure year-round usage and shall be graded away from the water wells. [Rule 62C-30.005(2)(b)6., F.A.C.]
 - c. A protective levee (perimeter berm) of sufficient height and impermeability to prevent the escape of pad fluids shall be constructed around the drilling site and storage tank areas. [Rule 62C-30.005(2)(b)7., F.A.C.]

FINAL PERMIT

- d. The perimeter berm shall be of sufficient size and strength to prevent rain water from washing onto and inundating the pads and to contain any spills that may occur during drilling operations. [Rule 62C-27.001(4)(c), F.A.C.]

[Rules as cited above and Section 377.371, F.S., Pollution Prohibited]

- 14. **Rig Substructure and Ancillary Equipment:** The permittee shall use Best Management Practices (BMP) to prevent pollution in the area around and under the rig substructure and ancillary equipment. Specifically:
 - a. The permittee shall install a 30 to 42-mils-thick impervious liner under all the matting board area. The liner shall extend beyond all edges of the mat area.
 - b. The rig shall be assembled, oriented and operated within a lined, interior berm system, substantially as shown in **Exhibit 4**.
 - c. The permittee shall construct a drainage ditch system along the inside edges of the interior berm system.
 - i. A sump system shall be installed to collect water and associated contaminants from within the interior berm system.
 - ii. A pump (or pumps) shall be installed to transfer collected fluids to an appropriately-sized sump tank.
 - iii. The interior berm system liner shall into the drainage ditch system to contain fluids that may escape from drilling operations.
 - d. The permittee shall provide each fuel, oil and hazardous material container with a sufficient berm, firewall or containment structure.

SITE ACCESS AND SITE OPERATION

- 15. **Caracara Preserve Access Requirements:** The permittee shall comply with the following access requirements provided by the surface owner, Collier County through the Conservation Collier Program of the Collier County Parks and Recreation Division:
 - a. The permittee, contractors, consultants and workers shall access the site via gated entry in the Northwest corner of the property, utilizing the lime rock access road shown in attached **Exhibit 4**.
 - b. The permittee shall provide an additional combination lock on the access gate for use by its personnel. The lock shall be removed after activities have ceased.
 - c. The permittee shall ensure that the perimeter gate is closed and locked after each use and that access to the preserve by designated parties is not impeded through the perimeter access gate.
 - d. All vehicle operators accessing the preserve shall observe the posted speed limit of 15 miles per hour (mph).
 - e. The permittee shall replace all culverts along the lime rock access road from the access gate to the existing pad, before the drilling rig components are brought onto the site. The permittee shall comply with all federal, state, and local laws and permitting procedures required for culvert replacement.

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- f. The permittee shall maintain the access road to the well site and shall complete necessary repairs or maintenance in a timely manner. The permittee shall submit a Road Maintenance Plan to the Conservation Collier, Caracara Prairie Preserve Manager within 30 days of commencement of drilling activities.

[Conservation Collier letter dated October 24, 2018; Applicant RAI response dated November 9, 2018; Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

16. **Caracara Preserve Operational Requirements:** The permittee shall comply with the oil and gas operational requirements contained in the Final Caracara Prairie Preserve Conservation Bank Habitat Management Plan at <https://www.colliercountyfl.gov/home/showdocument?id=40567>. Additionally, the permittee shall comply with the following site operation requirements provided by Conservation Collier:
- Prior to commencement of drilling and related wellbore activities, the permittee shall perform the necessary repairs to the containment berm surrounding the well site including, but not limited to reinforcement of the height and width of the berm to previously permitted standards and mowing existing vegetation atop the berm.
 - The permittee shall construct secondary containment berms around existing water supply wells located within the main containment berms.
 - Prior to drilling activities, the permittee shall remove and properly dispose of any remaining on-site debris related to previous oil activity.
 - The permittee shall maintain a tidy work site for the duration of the exploratory drilling activities in consideration of the public users of the preserve.
 - All vehicles and equipment required for oil and gas activity will remain within the footprint of the well-site access road and well pad at all times.
 - No vehicles, equipment, or debris may be stored or traverse the designated preserve area without prior approval from Collier County.

[Final CCP Conservation Management Plan; Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018; Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019; Application; Rule 62C-29.009, F.A.C.]

DRILLING AND FLUIDS

17. **Drilling Procedures:** The permittee shall adhere to the "Drilling Procedure" (Application Attachment 11), including a closed-loop mud system without a reserve pit. Additionally:
- The permittee shall not use earthen mud pits to contain active drilling fluids. The permittee shall install mud tanks to contain all active drilling fluids at the surface prior to spudding the well. [Rule 62C-27.001(4), F.A.C.]
 - Once commenced, drilling operations shall not be suspended except in emergency situations created by hurricanes, flooding, fire, etc. Drilling shall resume as soon as possible. All wells under construction on which drilling activities have been suspended in non-emergency situations shall be considered abandoned and shall be plugged in accordance with Rule 62C-29.009, F.A.C. [Application; Rules 62C-27.001(2) and (4)(b), and 62C-29.009, F.A.C.]

FINAL PERMIT

- c. The permittee shall maintain sufficient quantities of mud and mud additives readily accessible for use to ensure well control. The testing procedures, characteristics and use of drilling fluid and the conduct of related drilling procedures shall be such as are necessary to prevent blowouts. Necessary mud testing equipment and mud volume measuring devices shall be maintained at all times, and mud tests shall be performed at a frequency to ensure appropriate well control and recorded in the driller's log. [Rule 62C-27.007(1), F.A.C.]
 - d. The permittee shall not perform operations on this well at a pressure, duration, and volume in order to propagate fractures in the oil producing formation without providing written notice to the Department, and receiving prior approval from the Department, for a specific plan for such operations. [Sections 377.22 and 377.371, F.S.]
18. **Drilling Fluid Management:** The permittee shall adhere to the "Drilling Fluids Program" (Application Attachment 12). Additionally, requirements a. and b., below, apply at all times unless drilling in lost circulation zones.
- a. Before starting out of hole with drill pipe, the drilling fluid shall be circulated with drill pipe just off bottom until the drilling fluid is properly conditioned to ensure a safe trip. When coming out of the hole with drill pipe, the annulus shall be filled with drilling fluid before the drilling fluid level drops below 100 feet, and a mechanical device for measuring the amount of drilling fluid required to fill the hole shall be utilized. [Rule 62C-27.007(2), F.A.C.]
 - b. The volume of drilling fluid required to fill the hole shall be monitored, and any time there is an indication of swabbing, or an influx of formation fluids, the necessary safety device(s) shall be installed on the drill pipe, the drill pipe shall be run to bottom and the drilling fluid properly conditioned. The drilling fluid shall not be circulated and conditioned except on or near bottom, unless well conditions prevent running the pipe to bottom. [Rule 62C-27.007(2), F.A.C.]
- [Application; Rule 62C-27.007, F.A.C.; Section 377.22(2), F.S.]
19. **Drilling Fluid Testing and Monitoring:**
- a. Drilling fluid testing equipment shall be maintained on the drilling location at all times, and drilling fluid tests shall be performed daily, or more frequently as conditions warrant to ensure appropriate well control. [Rule 62C-27.007(3), F.A.C.]
 - b. The following drilling fluid system monitoring equipment, with derrick floor indicators, shall be installed and used throughout the period of drilling after setting and cementing surface casing, if weighted drilling fluid is required:
 - i. Fluid level and mud flow indicators with charts and alarms;
 - ii. A drilling fluid volume measuring device for accurately determining volumes required to fill the hole on trips; and
 - iii. A drilling fluid return indicator to determine that returns essentially equal the pump discharge rate.
- [Rules 62C-27.007(4), F.A.C.]

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CASING AND CEMENTING

20. **General Casing Practices:** The well shall be cased and cemented so as to maintain well control and prevent degradation of other natural resources, including water and petroleum. All casing shall be new pipe or reconditioned so as to be equivalent to new pipe. After cementing, drilling shall be discontinued for 12 hours if float valves are used; 24 hours if such valves are not used or do not hold pressure. [Rule 62C-27.005, F.A.C.]
21. **Specific Casing Practices:** Refer to the "Collier Resources Well 25-1, Wellbore Schematic", attached and incorporated as **Exhibit 5** to this permit. The existing conductor, surface casing and intermediate casing shall be retained and, if the well is productive, 7-inch production casing shall be installed and cemented in accordance with the "Cement Program" (Application Attachment 14).
[Application; Rule 62C-27.005, F.A.C.]
22. **Casing Pressure Tests:** The existing intermediate casing string and the new production casing string shall be pressure tested as specified below prior to well completion or drilling out after cementing. These tests shall not exceed the working pressure of the casing.

<u>Casing String</u>	<u>Minimum Surface Pressure (whichever is greater)</u>
Intermediate Casing	1000 psi
Production	1500 psi or 0.2 psi/ft. of depth
Tubing and Packer	1000 psi or 0.2 psi/ft. of depth

Casing pressure tests shall be thirty minutes long and shall have no more than a 10 percent pressure drop. If there is an indication of a leak, necessary remedial measures will be taken, and the casing retested. All pressure tests shall be recorded in the driller's log.

[Rule 62C-27.005(4) and (5), F.A.C.]

WELL CONTROL

23. **Well Control Program:** The permittee shall adhere to the well control measures contained in the "Drilling Procedure" (Application Attachment 11) and the "Well Control Program" (Application Attachment 15). Additionally:
- a. The permittee shall take all necessary precautions to keep the well under control at all times, shall utilize only contractors or employees trained and competent to drill and operate such wells, and shall use only oil field equipment and practices generally used in the industry. [Rule 62C-27.001(5), F.A.C.]
 - b. The permittee shall install blowout prevention (BOP) equipment including the components depicted in **Exhibit 6** or equivalent.
 - c. The permittee shall pressure-test the BOP and related well-control equipment at the following intervals and as described below:
 - i. When installed;
 - ii. Before drilling out after each string of casing is set;
 - iii. Not less than once each week while drilling;
 - iv. Following repairs that require disconnecting a pressure seal in the assembly; and
 - v. At such other times as prescribed by the Department.

[Rule 62C-27.006(2), F.A.C.]

FINAL PERMIT

- d. Ram-type BOPs shall be tested to the working pressure of the stack assembly or the casinghead, whichever is less. Bag-type blowout preventers shall be tested up to 70 percent of the ram-type blowout preventer test pressure. [Rule 62C-27.006(3), F.A.C.]
- e. A bag-type BOP shall be actuated on the drill pipe or drill collars weekly. Accumulators and pumps shall maintain a pressure capacity reserve at all times to provide for repeated operation of hydraulic preventers. A BOP drill shall be conducted weekly for each drilling crew to ensure that all equipment is operational and that crews are properly trained to carry out emergency duties. All BOP tests and crew drills shall be recorded in the driller's log. [Rule 62C-27.006(4), F.A.C.]
- f. A required weekly BOP test while drilling may be deferred up to one week to avoid unnecessary tripping of the drill string or conditions that would endanger the hole. BOP tests shall be recorded on the driller's log. [Rule 62C-27.006(2), (3) and (4), F.A.C.]

HYDROGEN SULFIDE (H₂S)

- 24. **Flaring Operations:** The permittee shall install the flare system before the well reaches 10,000 feet. The permittee shall also:
 - a. Secure all lines by staking down or chaining to a fixed object;
 - b. Install a flare head of sufficient design on the end of the line such that it will remain lit while exposed to high-pressure gas;
 - c. Use propane as the source gas for the flare;
 - d. Ignite (and reignite as necessary) the flare once drilling operations resume below surface casing landing point;
 - e. Maintain a flare pistol on site for backup ignition; and
 - f. Provide notice to the local Fire Department prior to first ignition of flare.[Rule 62C-27.001(7), F.A.C.]
- 25. **H₂S Safety and Contingency Plans:** The permittee shall implement the "H₂S Contingency Plan" (Application Attachment 16). Additionally:
 - a. The permittee shall bring a safety contractor to the site to continuously monitor the work area for H₂S, starting when the well reaches a depth of 9,000 ft.
 - b. The H₂S contingency plan shall go into effect when the well reaches a depth of 10,000 ft (TVD)
 - c. In the event of an H₂S release, the permittee shall:
 - i. Dispatch sufficient personnel to immediately warn residents within the calculated radius of exposure;
 - ii. Place required green, yellow, or red flags at the well site access road entrance, and along Corkscrew Road 850 approximately ¼ miles north and also ¼ miles west of the well site access road entrance;

FINAL PERMIT

- iii. Immediately notify proper authorities, including the Collier County Sheriff's Office and North Collier Fire Control and Rescue District, Conservation Collier, Collier County Pollution Control Section and any other applicable public officials and will enlist their assistance in warning people performing recreational activities within the calculated radius of exposure;
- iv. Notify the operators (King Ranch affiliates) of the nearby agricultural operations, immediately west of the site so they may warn their employees/workers in the immediate area;
- v. Notify the FWC representative for the Corkscrew Regional Ecosystem Watershed (CREW) Wildlife and Environmental Area (WEA) at Kathleen.Smith@MyFWC.com;
- vi. Notify the South Florida Water Management District representative for CREW WEA at JBozzo@sfwmd.gov; and
- vii. Dispatch sufficient personnel to divert traffic from Corkscrew Road and facility access road and to monitor essential and non-essential traffic to the well site.

[Application; Conservation Collier letter dated October 24, 2018; Collier County comments dated October 11, 2019; Applicant RAI Response dated November 9, 2018; Rule 62C-27.001(7), F.A.C.]

WELL COMPLETION

26. Well Testing:

- a. All drill stem tests (i.e. tests of the well with the drill string still in the hole) shall be conducted in accordance with generally accepted industry standards and practices and shall be conducted only during daylight hours. Prefabricated tanks shall be used to contain all produced fluids and a gas flare system with automatic ignition and scrubbers shall be used to safely flare gas and prevent spills. [Rule 62C-27.001(6), F.A.C.]
- b. If there is no oil show or if after testing the well is not commercially viable, the permittee shall promptly: plug and abandon (P&A) the well, remove equipment and clean the location; and restore the location per state rules and as agreed with surface owner. [Application; Rule 62C-29.009, F.A.C.]
- c. All liquids produced from testing, including limited amounts of crude oil, shall be handled and disposed as follows:
 - i. Spent near-wellbore cleanup fluids consisting of neutralized acid and formation water shall be stored in a sufficiently sized tanker and hauled by a contractor to a permitted disposal well.
 - ii. Crude oil shall be collected in a separation tank/vessel and hauled by contractor to an approved handling facility.
 - iii. Associated natural gas shall be separated and flared on-site; and
 - iv. Formation water shall be separated from crude oil and gas and hauled by contractor to a permitted disposal well.

[Application; Section 377.371, F.S., Pollution Prohibited]

FINAL PERMIT

WELL OPERATION

27. Operating Permit:

- a. Before using the well for its intended purpose (produce oil, dispose of saltwater, inject fluids for pressure maintenance, hold for future use, etc.), the permittee shall first obtain a permit to operate that well. [Application; Rule 62C-26.008, F.A.C.]
- b. Prior to submitting the operating permit application, the permittee shall review, consult with, and incorporate into the operating permit application, the requirements of the Collier County/Conservation Collier Program, consistent with the Final Caracara Prairie Preserve Conservation Bank Habitat Management Plan (CPP Plan) and the Conservation Collier recommendations applicable to future production).

[CPP Plan¹; Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018]

POLLUTION PREVENTION

28. Spill Prevention and Cleanup: The permittee shall ensure that the rig operator adheres to the Spill Prevention Control and Countermeasure Plan (Plan) for Pollister Drilling Rig #3 (Applicant RAI submittal of January 28, 2019) while on the project site. Additionally:

- a. In the event of a leak or spill the permittee shall take immediate corrective action to rapidly bring any spill under control and to clean up the site without delay.
- b. Spills or leakage of oil, gas, other petroleum products, or waste material, of any quantity that cannot be immediately controlled, shall be reported immediately to the Department's Oil and Gas Field Office at 239-344-5611 or 239-344-5721 and followed up promptly by electronic mail. Such spills or leakage shall also be immediately reported to the State Watch Office at 1-800-320-0519, as applicable. [Section 377.371(2), F.S.]
- c. The permittee shall promptly notify the CPP Preserve Manager and the Collier County Pollution Control Section of any spill, site contamination or emergency event. [Conservation Collier letter dated October 24, 2018; Collier County comments dated October 11, 2019; Applicant RAI Response dated November 9, 2018]
- d. Spills or leakage of oil, gas, other petroleum products, or waste material, that can be immediately controlled shall be reported as soon as practicable and within 24 hours of discovery to the Department's Oil and Gas Field Office at 239-344-5611 or 239-344-5721 and followed up promptly by electronic mail. [Section 377.371(2), F.S.]
- e. In addition to the reporting required by paragraphs a., b. and c., the permittee shall immediately confirm in writing to the Department all spills of crude petroleum or associated fluids greater than five (5) barrels. [Rule 62C-28.005(1), F.A.C.]
- f. The permittee shall clean the site of any oil or other contaminants spilled in conjunction with the drilling, production and transportation activities. Any unauthorized release of produced fluids containing a pollutant or hazardous substance shall be addressed in accordance with Rules 62-780.500, F.A.C., and 62-780.550 or Rule 62-780.560, F.A.C., as applicable. A qualified person shall obtain soil or water samples in accordance with Chapter 62-160,

¹ Final Caracara Prairie Preserve Conservation Bank Habitat Management Plan.
<https://www.colliercountyfl.gov/home/showdocument?id=40567>

FINAL PERMIT

F.A.C., as applicable, and shall comply with the reporting requirements of Rule 62-780.300(2), F.A.C. [Rule 62C-30.005(2)(c)5, F.A.C.]

[Section 377.371, F.S., Pollution Prohibited]

29. **Waste Disposal Best Management Practices (BMP):** The permittee shall implement the following BMP for disposition or disposal of materials and wastes from drilling, testing, and other on-site activities:
- a. Drilling cuttings and muds, including drilling additives, shall be stored in lined roll-off containers and hauled to an approved disposal facility.
 - b. Alternatively, drilling cuttings can be beneficially reused following an applicant request and Department approval that ensures that the hydrocarbon content, moisture content, salinity, and clay content of the cuttings are suitable for the intended use of the material.
 - c. Drilling water, including drilling additives shall be stored in closed-loop tankers and hauled to a permitted disposal well or certified disposal facility.
 - d. Saltwater generated from near wellbore acid clean-up shall be stored in tankers and hauled to a permitted disposal well.
 - e. Formation water shall be separated from oil and gas in a separation vessel and then hauled to a permitted disposal well.
 - f. Natural gas (associated with crude oil) shall be separated from crude oil and formation water in a separation vessel and then flared on-site.
 - g. Crude oil shall be separated from gas and formation water in a separation vessel and then hauled for final sale or disposition.
 - h. Drilling materials (chemicals, additives) shall be kept in original containers unless they are not resealable.
 - i. Original labels and material safety data shall be retained.
 - j. If surplus materials must be disposed of, manufacturers' or local and state-recommended methods for proper disposal shall be followed.
 - k. Other solid waste (trash) shall be stored in dumpsters and then hauled to an approved solid waste landfill facility. Food wastes shall be secured in bear-resistant enclosures.
 - l. Wastewater from housing trailers shall be stored in tanks and then hauled to an approved disposal facility.
 - m. Temporary sanitary facilities (portable toilets) shall be pumped out and the contents shall be hauled to an approved disposal facility.
30. **Plugging and Abandonment:** Operators must obtain Department approval prior to commencing plugging operations. [Rule 62C-29.009, F.A.C.]

WILDLIFE

31. **Federal Wildlife Consultation Required:** The permittee shall consult with the U.S. Fish and Wildlife Service (USFWS) regarding impacts to all federally-listed endangered (FE) species that may be found on the CPP. The permittee shall consult with the (USFWS) regarding impacts to all federally-listed threatened (FT) species that may be found on the CPP.

[Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018]

FINAL PERMIT

{FE species that may be found on the CCP include the Florida panther, Everglade's Snail Kite and Florida Bonneted Bat. FT species include the Crested Caracara, American Alligator, Eastern Indigo Snake and Wood Stork (FT)}

32. **Drilling Prohibited during Caracara Nesting:** Drilling during the period November 1, 2019, through May 1, 2020, is prohibited.

[Conservation Collier letter dated October 24, 2018 (FT Crested Caracara nesting season); Applicant RAI Response dated November 9, 2018; Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

33. **Minimum Distance to Sandhill Crane Nests:** All mobilization, construction and drilling activities shall avoid active Sandhill Crane nests by a minimum of 400 ft. If active Sandhill Crane nests are present within 400 ft of any project related activities, the permittee shall contact the CCP Manager and the FWC at Angela.Williams@MyFWC.com to discuss permitting requirements. [FWC letter dated April 4, 2019]

34. **State Wildlife Consultation Required:** The permittee shall consult with the Florida Fish and Wildlife Conservation Commission (FWC) regarding impacts to all state-listed threatened (ST) species and species of special concern (SSC) that may be found on the CPP.

[Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018]

{ST species that may be found on the CCP include Big Cypress Fox Squirrel, Gopher Tortoise, Crested Caracara, Florida Burrowing Owl, Florida Sandhill Crane, Little Blue Heron, Roseate Spoonbill, Southeastern American Kestrel and Tricolored Heron. SSC species include the Osprey.}

35. **Sandhill Crane Nesting Season Survey:** The permittee shall conduct Sandhill Crane nesting surveys during the nesting season which typically occurs between December and August. Information on nesting surveys and permit guidance can be found in the Florida Sandhill Crane Species Conservation Measures and Permitting Guidelines.² [FWC letter dated April 4, 2019]

36. **Notification of Surveys Required:** The permittee shall notify the CPP Manager prior to any scheduled wildlife surveys taking place within the preserve and shall provide a copy of the schedule, methods, data, and final reports. [Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

37. **Big Cypress Fox Squirrel (BCFS):** Prior to removing trees or otherwise modifying potential BCFS nesting habitat, the permittee shall conduct a survey and implement the procedures contained in the BCFS Species and Conservation Measures and Permitting Guidelines.³ [FWC letter dated April 4, 2019]

38. **Species Identification:** The permittee is responsible for ensuring that its employees, workers, contractors and consultants are familiar with the listed species characteristics. Lists, charts, identifying images, essential behaviors breeding seasons and wildlife movements) and conservation measures are available from FWC or Conservation Collier.

[Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018]

² <https://myfwc.com/media/11565/final-florida-sandhill-crane-species-guidelines-2016.pdf>

³ <https://myfwc.com/media/11559/big-cypress-fox-squirrel-guidelines-2018.pdf>

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39. **Duty to Report Species Impacts:** The permittee shall advise its employees, workers, contractors, and employees of their duty to report within 24 hours impacts, such as injury or mortality to, or destruction of the habitat of, listed species on or adjacent to the access road or pad to the following:
- The CCP Manager;
 - The FWC at 850-921-5990 and Kathleen.Smith@MyFWC.com and wildlifePermits@MyFWC.com; AND
 - The Corkscrew Regional Ecosystem Watershed (CREW) Wildlife and Environmental Area (WEA) at JBozzo@sfwmd.gov.
40. **Practices to Limit Impacts:** The permittee shall comply with the following practices to limit impacts of drilling activities to wildlife and public users of the preserve, including but not limited to:
- Posted Speed Limit:** The permittee, including employees, workers, contractors and consultants shall observe a speed limit of 15 miles per hour (mph) along the access road. The permittee shall consult with the CPP Manger to determine when and where the speed limit postings will be placed.
 - Exercise of Caution:** The permittee, including employees, workers, contractors and consultants shall drive with caution throughout the access road and drilling pad, to avoid injury or mortality to wildlife.
 - Noise Control:** Noise that has the potential to disturb wildlife, livestock, and surface owners or neighbors should be controlled to reduce sound levels. Suitable mufflers should be installed on all internal combustion engines and certain compressor components.
 - Night-time Lighting:** Lighting for night time operations should be optimized to improve visibility for grounds crew while reducing sky-glow and unnecessary light pollution. Flood lights should be aimed down to illuminate the work area rather than the horizon or should be fitted with manufacturer shields. LEDs should be limited to 3,000 Kelvin. When possible and safe to do so, use of site lighting should be restricted to limit impacts to wildlife.

[Conservation Collier letter dated October 24, 2018; Applicant RAI Response dated November 9, 2018; Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

SITE RESTORATION

41. If the well is drilled, but not completed, or not determined to be commercially productive, or is plugged and abandoned (P&A'd), the permittee shall:
- Remove all equipment and storage tanks from the CPP, including, but not limited to, the 18,000-gallon storage tank, cellars, catwalk material, and any residual fluids, and rig securing infrastructure from previous drilling operations within 30 days of ceasing of exploratory activities;
 - Retain one existing water well for use by Collier County for land management activities and monitoring;
 - At the discretion of Collier County, degrade all containment berms, ensuring that the oil pad is returned to the same grade as the surrounding preserve area;

FINAL PERMIT

- d. At the discretion of Collier County, remove the oil pad access road and reduce the road footprint to the grade of the surrounding preserve area and shall seed or sod the footprint with appropriate native vegetation;
- e. Promptly apply for and pursue approval of any necessary state or federal permits required for restoration activities;
- f. Promptly consult with the USFWS and the FWC and promptly conduct any required wildlife surveys for listed species that may be impacted during restoration activities; and
- g. Complete site restoration within one year after determining that the well is not commercial.

[Conservation Collier letter dated April 5, 2019; Applicant reply received April 8, 2019]

42. **Historical Resources:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

[Letter October 4, 2018, Department of State, Historical Services; Section 872.05, F.S.]

This permit constitutes an order of the Department. Any party to this order has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Florida Appellate Rules of Procedure Rules 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399 3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the order is filed with the Clerk of the Department.

The files associated with this order are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays at the Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, and online at <https://depedms.dep.state.fl.us/Oculus/servlet/login>. (Public Users may use the Public Oculus Login and search under Oil & Gas, Property, and Facility-Site ID for OG_1335.)

Executed on June 21, 2019, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Cindy Mulkey, Program Administrator
Oil & Gas Program

Trend Exploration LLC
Sunniland Formation - Exploratory Well

Drilling Permit No. 1335D
Collier Resources Well 25-1

FINAL PERMIT

Attachments:

Exhibit 1. Application for Permit to Drill (Form 3)

Exhibit 2. Collier Resources Well 25-1 – Location Plat

Exhibit 3. Collier Resources Well 25-1 – Pad, Rig and Equipment Layout

Exhibit 4. Caracara Prairie Preserve (CCP) Access Road

Exhibit 5. Collier Resources Well 25-1 - Well Bore Schematic

Exhibit 6. Pollister Rig Main Blowout Preventer

FINAL PERMIT

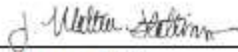
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this final order was mailed electronically before the close of business on June 21, 2019, to Mike Cheeseman, Registered Agent and Owner, Trend Exploration LLC at mccheeseman986@gmail.com . This notice was also mailed electronically, on the same date, to the following persons:

Summer Araque, Coordinator, Conservation Collier: Summer.Araque@colliercountyfl.gov
Molly Duvall, Manager, Caracara Preserve: Molly.Duvall@colliercountyfl.gov
Danette Kinaszczuk, Collier County Pollution Control: DanetteKinaszczuk@colliercountyfl.gov
Karin Smith, PG, South Florida Water Management District: karsmith@sfwmd.gov
Nicole Johnson, Director, Environmental Policy, Conservancy SW Florida: nicolej@conservancy.org
Jon Iglehart, Director, DEP South District Office: Jon.Iglehart@dep.state.fl.us
Megan Mills, Program Administrator, DEP South District: Megan.Mills@dep.state.fl.us
Nick Roff, Office of Emergency Response, DEP: Nick.Roff@dep.state.fl.us
Jennifer Goff, Florida Fish and Wildlife Conservation Commission: Jennifer.Goff@MyFWC.com
Fish & Wildlife Conservation Commission: FWCConservationPlanningServices@myFWC.com
Ed Pollister, President, Pollister Drilling Corp.: ed@pollisterdrilling.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Deputy Department Clerk, receipt of which is hereby acknowledged.




Deputy Clerk

June 21, 2019

Date

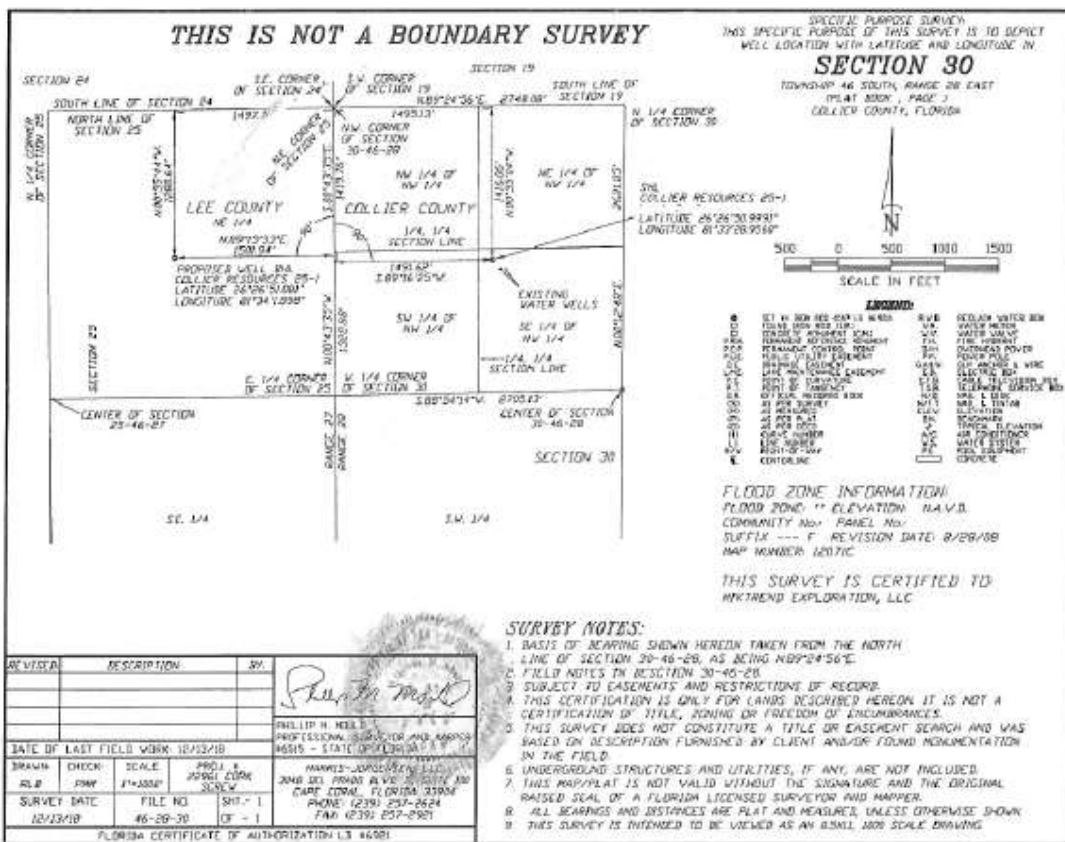
Exhibit 1. Application for Permit to Drill (Form 3, Application Attachment 1)

Florida Department of Environmental Protection	Oil & Gas Form 3 Form Title: APPLICATION FOR PERMIT TO DRILL Date Revised: April 22, 2014 Incorporated by Reference in: Section 62C-25.006(4)(a), F.A.C.
For information and fees regarding drilling permits for oil and gas related wells, refer to Chapter 62C-26, Florida Administrative Code. File this form with the Florida Department of Environmental Protection, Oil and Gas Program, 2800 Blair Stone Road, M1 3588, Tallahassee, Florida 32390-2400; (phone 860-245-8336) or, Email: OGP@dep.state.fl.us <u>Trend Exploration LLC</u> <u>3879 Wildview Court</u> <u>North Fort Myers, Florida 33917</u> (Company's Name and Address)	
Phone Number: <u>(239) 349-7120</u> Fax Number: <u>(239) 349-7100</u> Well Name and Number: <u>Collier Resources 25-1</u> Ground Elevation: <u>20.7</u> Acres Assigned to Well: <u>150</u> Latitude: <u>26° 29' 51.681"</u> Longitude: <u>81° 34' 1.888"</u>	
SHL: <u>1416.06 Ft. FNL: x 1491.62 ft. FWL NW/4 - Collier County</u> Sec. <u>30</u> T. <u>46S</u> R. <u>28E</u> BHL: <u>1280.64 ft. FNL: x 1501.94 ft. FEL NE/4 - Lee County</u> Sec. <u>25</u> T. <u>46S</u> R. <u>27E</u>	
Field/Area: <u>Corkscrew Area</u> County: <u>Collier</u> Distance to nearest drilling unit boundary: <u>2,993.56</u> Proposed Depth: <u>14,600 MD</u>	
Do you have all of the mineral interest in the drilling unit under lease or title? <u>Yes</u> (Yes or No) If not, attach lease map showing ownership of all mineral acreage within the drilling unit and list the names and addresses of all nonconsenting mineral owners. (See section 377.2411 and 247, Florida Statutes.)	
(Please answer YES or NO) Is the structure intended for the drilling or production of this well located (See section 377.24, F. S.) a) in a municipality? <u>No</u> b) in tidal waters within 3 miles of a municipality? <u>No</u> c) on an improved beach? <u>No</u> d) on any submerged land within a bay, estuary, or offshore waters? <u>No</u> e) within one mile seaward of the coastline of the state? <u>No</u> f) within one mile seaward of the boundary of a local, state or federal park or an aquatic or wildlife preserve? <u>No</u> g) On the surface of a freshwater lake, river or stream? <u>No</u> h) within one mile inland from the shoreline of the Gulf of Mexico, the Atlantic Ocean or any bay or estuary? <u>No</u> i) within one mile of any freshwater lake, river or stream? <u>No</u>	
If the answer to a, b, or c is YES, attach copies of local governing authorities' permits. If the answer to h or i is YES, attach a contingency plan specifying safeguards being implemented to prevent accidents and/or blowouts and to protect the natural resources of such bodies of water and shore areas in the event of an accident or blowout.	
The security for this well is <u>Trust Fund</u> (attached or on file) with the Oil and Gas Program (see Rule 62C-26.002) and bears Serial Number _____	
----- Company's Statement State: <u>Florida</u> County: <u>Lee</u> I, <u>Mike Cheeseman</u> am the <u>Registered Agent</u> of <u>Trend Exploration LLC</u> and attest to all information contained herein to be true and correct. Signature: <u></u> Residential Address: <u>3879 Wildview Court</u> Date: <u>9/21/2018</u> City/State/Zip: <u>North Fort Myers, FL, 33917</u> -----	
File Number: _____ Action: _____ Date: _____ A.P. I. Number: _____ (Approved Serial)	

Trend Exploration LLC
 Sunniland Formation - Exploratory Well

Drilling Permit No. 1335D
 Collier Resources Well 25-1

Exhibit 2. Collier Resources Well 25-1 – Location Plat (Application Attachment 3)



Trend Exploration LLC
Suniland Formation - Exploratory Well

Drilling Permit No. 1335D
Collier Resources Well 25-1

Exhibit 3. Collier Resources Well 25-1 – Pad, Rig and Equipment Layout

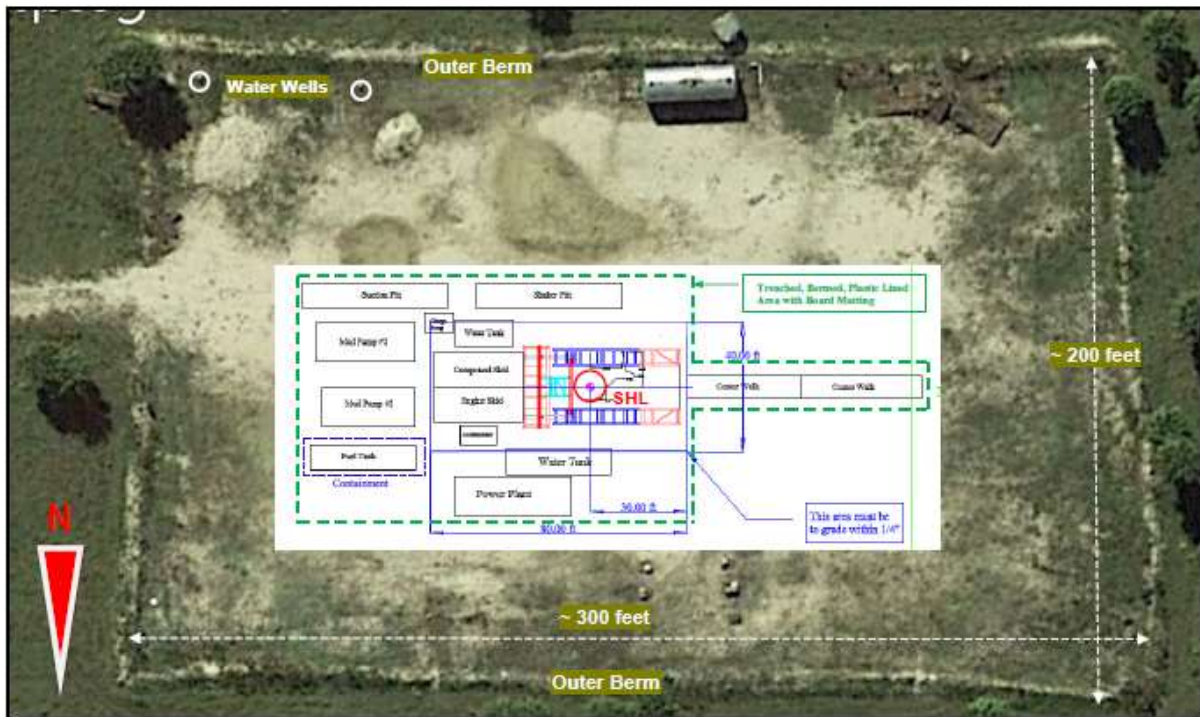
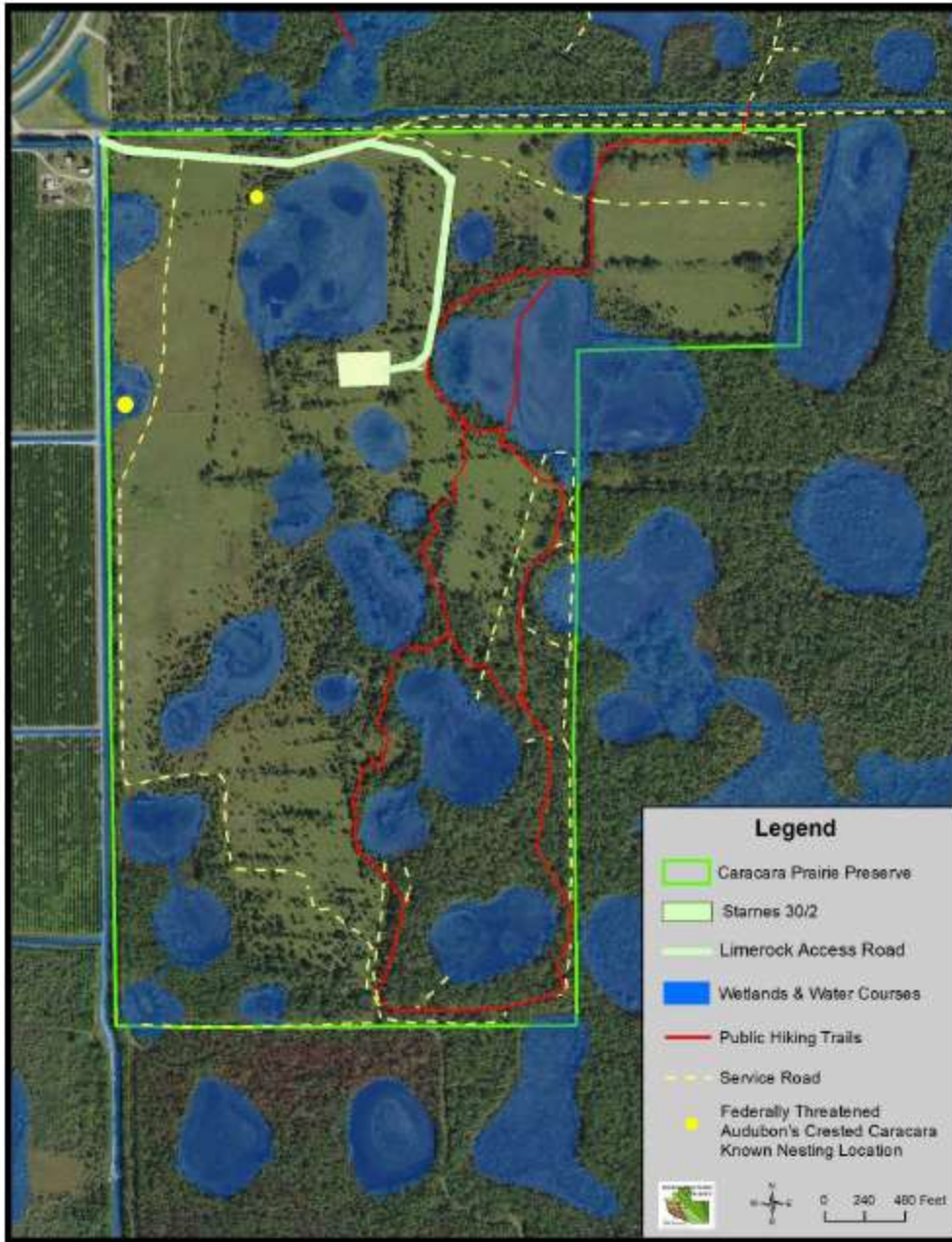


Exhibit 4. Caracara Prairie Preserve (CCP) Access Road (Conservation Collier 10/24/2018)



Trend Exploration LLC
Sunniland Formation - Exploratory Well

Drilling Permit No. 1335D
Collier Resources Well 25-1

Exhibit 5. Collier Resources 25-1 - Well Bore Schematic (Application Summary Report, Figure 7)

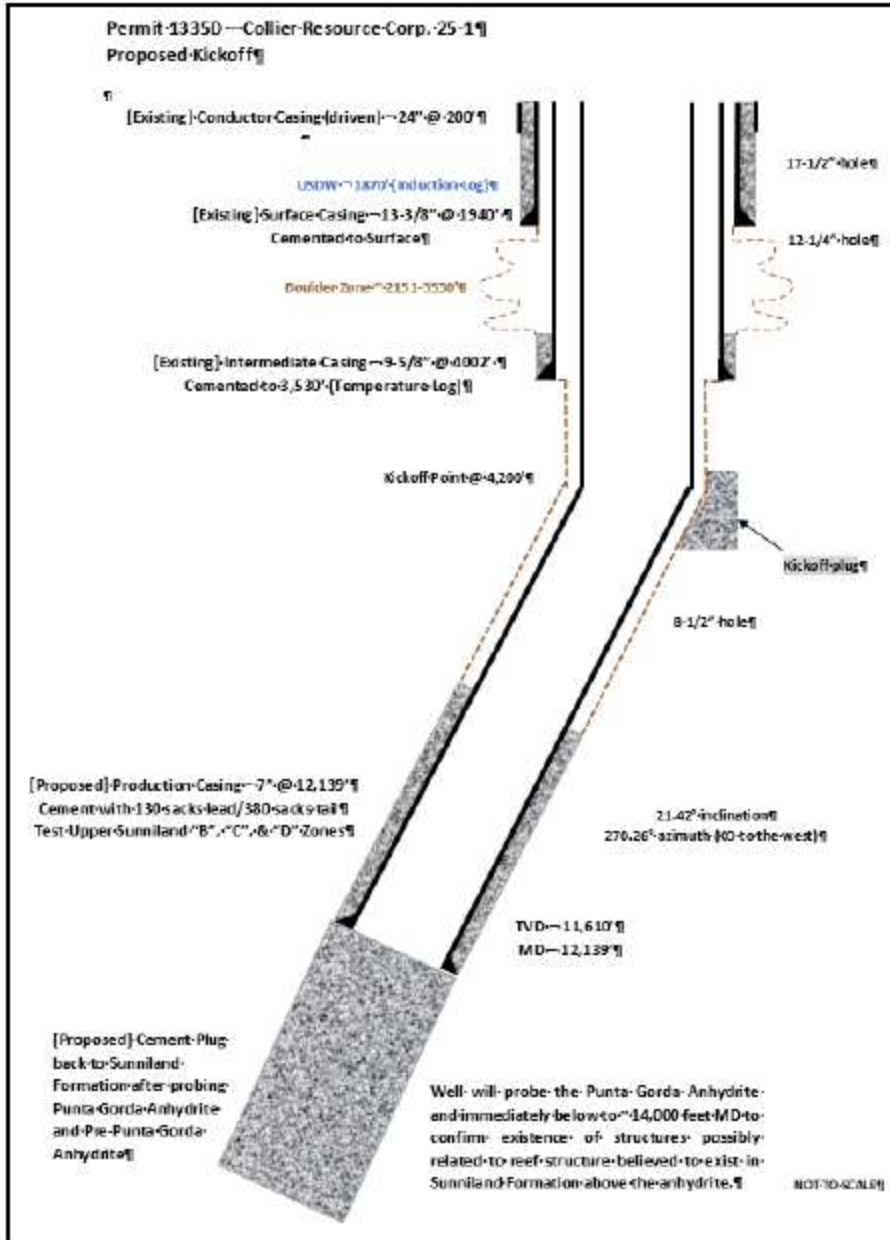
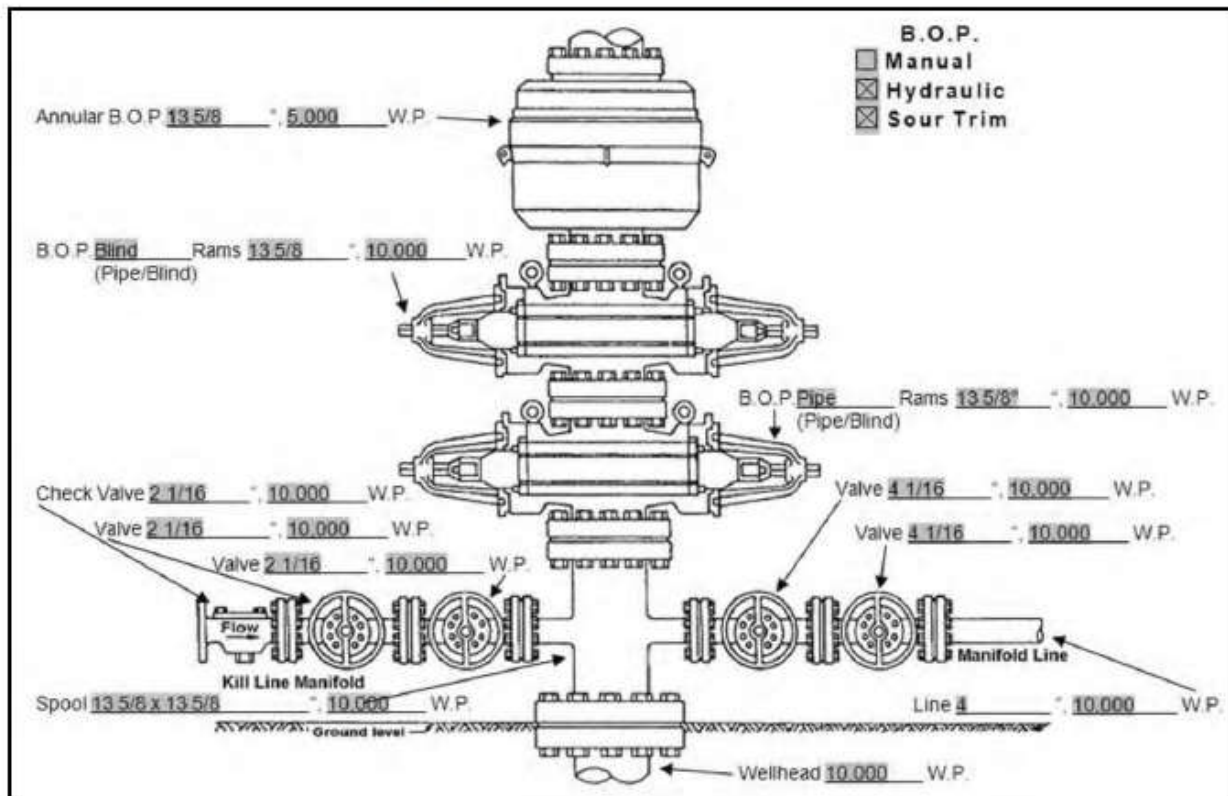


Exhibit 6. Pollister Rig Main Blowout Preventer (from Application Attachment 17)



Trend Exploration LLC
 Exploratory Well

Drilling Permit No. 1335D
 Collier Resources Well 25-1

Appendix F. July 2020 Notice of Extension of Drilling Permit No. 1335D



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

July 8, 2020

Electronic Mail – Return Receipt Requested

mccheeseman986@gmail.com

Mike Cheeseman, Owner and Geologist
Trend Exploration LLC
3879 Wildview Ct.
North Fort Myers, FL

RE: Extension of DEP Drilling Permit No. 1335D
Collier Resources 25-1

Dear Mr. Cheeseman:

On June 21, 2019, the Department issued Permit 1335D to Trend Exploration LLC (Trend) to drill Collier Resources Well 25-1 from a previously permitted surface hole location within the Caracara Prairie Preserve, Collier County to a new bottom hole location in Lee County. The permit expiration date is June 20, 2020. Permitted activities have not begun.

On June 10, 2020, the Department received a request and the fee of \$1,000 from Trend to extend the permit for an additional year in accordance with Rule 62C-26.003(2), F.A.C. No other changes were requested by Trend.

The Department hereby extends DEP Drilling Permit No. 1335D from June 20, 2020 until June 20, 2021 and the date provided in Condition 13 from August 15, 2019 until August 15, 2020. This letter shall be attached to the original permit and any other modifications thereto.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the following information required by Rules 28-106.201 and 28-106.301, F.A.C.:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, email address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- (c) An explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (d) A statement of when and how the petitioner received notice of the agency decision;
- (e) A statement of all disputed issues of material fact; or, if there are none, the petition must so indicate;

Trend Exploration LLC
West of Corkscrew

Extension of Drilling Permit No. 1335D
Collier Resources Well 25-1

Mike Cheeseman, Owner and Geologist
July 8, 2020
Page 2

- (f) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (g) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how any alleged facts relate to the specific rules or statutes; and
- (h) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

Petitions must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or at agency_clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons who have asked the Department in writing to receive notice of this action must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Under Sections 120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed. Mediation is not available in this proceeding.

This permit extension constitutes an order of the Department. Any party to this order has the right to seek judicial review of the action under Section 120.68, F.S., by the filing of a notice of appeal under Florida Appellate Rules of Procedure Rules 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Boulevard, MS 35, Tallahassee, FL, 32399-3000 or at agency_clerk@dep.state.fl.us, and filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this action is filed with the Clerk of the Department.

Trend Exploration LLC
West of Corkscrew

Extension of Drilling Permit No. 1335D
Collier Resources Well 25-1

Mike Cheeseman, Owner and Geologist
July 8, 2020
Page 3

The files associated with this order are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 2600 Blair Stone Drive, Tallahassee, Florida 32399-2400.

Executed on July 8, 2020, in Tallahassee, Florida.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Cindy Mulkey Digitally signed by Cindy Mulkey
Date: 2020.07.08 14:45:34 -04'00'

Cindy Mulkey
Program Administrator
Oil & Gas Program

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this final order was mailed electronically before the close of business on July 8, 2020, to Mike Cheeseman, Registered Agent and Owner, Trend Exploration LLC at mccheeseman986@gmail.com. This notice was also mailed electronically, on the same date, to the following persons:

Summer Araque, Coordinator, Conservation Collier: Summer.Araque@colliercountvfl.gov
Molly Duvall, Manager, Caracara Preserve: Molly.Duvall@colliercountvfl.gov
Danette Kinaszczuk, Collier County Pollution Control: DanetteKinaszczuk@colliercountvfl.gov
Karin Smith, PG, South Florida Water Management District: karsmith@sfwmd.gov
Megan Mills, Program Administrator, DEP South District: Megan.Mills@dep.state.fl.us
Jennifer Goff, Florida Fish and Wildlife Conservation Commission: Jennifer.Goff@MyFWC.com
Fish & Wildlife Conservation Commission: FWCConservationPlanningServices@myFWC.com
Ed Pollister, President, Pollister Drilling Corp.: ed@pollisterdrilling.com
Nicole Johnson, Director, Environmental Policy,
Conservancy SW Florida: nicolej@conservancy.org

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Deputy Department Clerk, receipt of which is hereby acknowledged.

Marjane Taylor Digitally signed
by Marjane Taylor
Date: 2020.07.08
14:48:42 -04'00'
Deputy Clerk

July 8, 2020
Date

Trend Exploration LLC
West of Corkscrew

Extension of Drilling Permit No. 1335D
Collier Resources Well 25-1

Appendix G. 2018 Letter Submitted to FL DEP regarding Permit # 1335D from Conservation Collier Staff



October 24, 2018

Alvaro Linero, P.E.
Florida Department of Environmental Protection
Oil and Gas Program
2600 Blair Stone Road, MS 3588
Tallahassee, FL 32399

Re: Drilling Application OG_1335D, West of Corkscrew Collier Resources Well 25_1

Dear Mr. Linero:

Thank you for informing us of the pending Exploratory Well Application #1335D, which is located on the Caracara Prairie Preserve property in Estero, Florida. This well site is on sensitive environmental preservation lands protected by the citizens of Collier County under the Conservation Collier Program.

When the land was acquired, the OGMs were not included in the sale, and we understand the property can be drilled lawfully. We appreciate the opportunity to comment and offer proposed conditions for the permit to better protect that property from any damage that might be associated with the proposed exploratory well. These conditions are:

Access

- Well site access will occur via gated entry in the Northwest corner of the property utilizing the lime rock access road shown in attached map (Figure 1).
- Operator will be responsible for ensuring perimeter gate is closed and locked after each use and access to the preserve by designated parties is not impeded through the perimeter access gate.
- Operator will be responsible for the replacement of all culverts along the lime rock access road from the access gate to the existing pad, before drilling rig construction commences. Operator must comply with all federal, state, and local laws and permitting procedures required for culvert replacement.
- Operator will be responsible for maintaining the access road to the well site and completing necessary repairs or maintenance in a timely manner. Trend Exploration will submit a

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Road Maintenance Plan to the County Preserve Manager within 30 days of commencement of drilling activities.

Wildlife and Public Disturbance Mitigation

- Caracara Prairie Preserve is located within the USFWS Crested Caracara Consultation Area. Federally-threatened Audubon's crested caracara utilize the preserve year-round and have been recorded nesting on the property (Figure 1). Trend Exploration will be responsible for consulting with the USFWS regarding impacts to the crested caracara and all Federally-listed species that may be found on the preserve, as well as the Florida Fish and Wildlife Conservation Commission (FWCC) regarding State-listed species that may be impacted.
- Exploratory drilling operations are requested to occur outside of the Federally-threatened Audubon's Crested Caracara primary breeding season from November 1 through May 1 due to the proximity of known nesting locations to the well site.
- Federally and state-listed species that may be found on Caracara Prairie Preserve include the Florida panther (FE), Everglade's snail kite (FE), Florida bonneted bat (FE), American Alligator (FT), Eastern indigo snake (FT), Wood stork (FT), Big Cypress Fox Squirrel (ST), Gopher tortoise (ST), Crested Caracara (ST), Florida burrowing owl (ST), Florida sandhill crane (ST), Little blue heron (ST), Roseate Spoonbill (ST), Southeastern American kestrel (ST), Tricolored heron (ST), and Osprey (SSC).
FE = Federally-designated Endangered, FT = Federally-designated Threatened, ST = State-designated Threatened, SSC = State Species of Special Concern
 - A listed species identification chart will be provided to Trend Exploration by the Preserve Manager to be posted at the drill site. Crew members will be responsible for notifying the Preserve Manager if direct impacts to listed species are observed by drilling activities: (ex: burrows located within 100 ft of well pad, mortality due to equipment collision, etc.)
- Trend Exploration will be encouraged to follow practices that limit impacts to wildlife and public users of the preserve as a result of drilling activities including, but not limited to:
 - Noise that has the potential to disturb wildlife, livestock, and surface owners or neighbors should be controlled to reduce sound levels. Suitable mufflers should be installed on all internal combustion engines and certain compressor components.
 - Lighting for night-time operations (if utilized) should aim to increase visibility for grounds crew and reduce sky-glow and unnecessary light pollution. When applicable, flood lights should be aimed down to illuminate the work area rather than the horizon or fitted with manufacturer shields. LEDs should be limited to 3,000 Kelvin. When possible and safe to do so, use of site lighting should be restricted to limit impacts to wildlife.



- All long-term facility structures on-site (if built) should be painted a color that enables the facilities to blend with the natural background color of the landscape as seen from a viewing distance. The selected color should be one to two shades darker than the dominant background color, typically a vegetation color. Safety hazards such as tripping hazards should be painted a bright color to contrast the permanent structure.

Site Requirements: Further conditions of the drilling permit are specified within the Caracara Prairie Preserve Land Management Plan

- Before commencing any drilling or unplugging activities, Trend Exploration will be responsible for making necessary repairs to the containment berm surrounding the well site including: reinforcing the height and width of the berm to previously permitted standards and mowing existing vegetation atop the berm.
- It is requested that the surface layout as detailed in the application be changed such that battery, tanks, and flow lines (if built on-site) are re-located to within the existing well pad infrastructure and updated maps with these requirements are submitted to the Preserve Manager within 60 days of the start of any drilling activities.
- Trend Exploration will be responsible for constructing secondary containment berms around existing water supply wells located within the main containment berm.
- Prior to drilling activities, Trend Exploration will be responsible for removing and properly disposing of existing debris on-site related to previous oil activity including the catwalk infrastructure wood pile and unused cellar material located outside of the Southwest corner of the pad.
- Trend Exploration will keep the well-site tidy of debris for the duration of the exploratory drilling activities in consideration of the public users of the preserve.
- Position propane tank on the lime rock pad no closer than 50' from the perimeter berms. Ensure that the existing containment berm surrounding this 18,000-gallon tank is adequate for spill containment.
- The Caracara Preserve Manager will conduct an on-site assessment and cataloging of well pad conditions prior to the commencement of activities. If desirable, Collier County will decide in the future if they want to retain the lime rock pad after the well has been plugged and abandoned. If it is decided that the County does not desire to retain the pad and site, Trend Exploration will be responsible for returning the impacted areas to the original state prior to drilling activity.
- Retain one water supply well for fire protection after the exploratory oil well has been plugged and abandoned. After the oil well has gone through required plugging and abandonment procedures, Trend Exploration will degrade the secondary-containment berm surrounding the water supply well to an elevation level with the surrounding landscape.

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Reporting

- Trend Exploration will notify the Caracara Prairie Preserve Manager prior to commencement of culvert replacement and road maintenance, rig construction, drilling activities and site access by vehicular traffic.
- Trend Exploration will notify the Caracara Prairie Preserve Manager in the event of a spill, site contamination, or emergency event.

Thank you again for the opportunity to comment.
Respectfully,



Alexandra J. Sulecki, Coordinator
Conservation Collier Program

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Caracara Prairie Preserve Map- Application 1335D



Figure 1. Caracara Prairie Preserve

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Appendix H. 2019 Letter Submitted to FL DEP regarding Permit # 1335D from Conservation Collier Staff



April 5, 2019

Alvaro Linero, P.E.
Florida Department of Environmental Protection
Oil and Gas Program
2600 Blair Stone Road, MS 3588
Tallahassee, FL 32399

Re: Drilling Application OG_1335D, West of Corkscrew Collier Resources Well 25_1

Dear Mr. Linero:

Thank you for the opportunity to participate in commenting period for the Exploratory Well Application #1335D, which is located on the Conservation Collier Program's Caracara Prairie Preserve property in Estero, Florida. Please see our additional condition requests to supplement our previous commenting letter submitted to the FL DEP Oil and Gas Program on October 24, 2018.

Site Significance:

The Caracara Prairie Preserve is comprised of 367.7 acres of sensitive environmental land purchased by the taxpayers of Collier County through the Collier County Conservation Collier Program, with additional acquisition funds provided by the non-profit CREW Land and Water Trust. Recognized for its preservation of critical habitat for imperiled wildlife species including, but not limited to, the Florida panther, the crested caracara, the Florida sandhill crane, the Florida gopher tortoise, and the Big Cypress fox squirrel, the Caracara Prairie Preserve is incorporated within the Florida Fish and Wildlife Conservation Commission (FWC) Corkscrew Regional Ecosystem Watershed Wildlife Environmental Area (CREW WEA) boundary. The Caracara Prairie Preserve also serves as a USFWS designated Florida Panther Conservation Bank, with 70% of the preserve falling within the primary breeding zone for the federally endangered species.

In total, the Corkscrew Regional Ecosystem Watershed spans more than 60,000 acres throughout Collier and Lee Counties and is the largest intact watershed within Southwest Florida. Multiple cooperating partners and agencies participate in the protection and preservation of the ecologically significant and contiguous conservation lands found within the watershed including Collier County, the South Florida Water Management District, the Florida Fish and Wildlife Conservation Commission, the CREW Land and Water Trust, Lee County, and Audubon's Corkscrew Swamp Sanctuary. The Corkscrew Regional Ecosystem Watershed provides irreplaceable services to the Southwest Florida community including recharging the aquifer for the public drinking water supply, providing natural flood protection to communities, purifying surface and ground waters, providing habitat to wildlife, and offering recreational and educational opportunities to the public.

As a vital component of the Corkscrew Regional Ecosystem Watershed, the Caracara Prairie Preserve provides not only habitat and hydrologic connectivity within the greater system, but a distinct mosaic of grasslands, short hydroperiod wetlands, hammocks, and flatwoods that are favored by particular imperiled species like the Federally-threatened crested caracara and state-threatened Florida sandhill crane. The Caracara Prairie Preserve has been proven to provide unique and vital nesting and foraging habitat for a number of imperiled wildlife species which are observed utilizing the property year-round.

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The Caracara Prairie Preserve trail system and the surrounding CREW land hiking trails are visited by over 12,000 members of the community each year, including local elementary school groups and university students who utilize the area as a "natural classroom" through guided educational hikes, classes, and events led by the CREW Land and Water Trust and the FGCU Wings of Hope Program. The CREW WEA, including the Caracara Prairie Preserve, also provides recreational hunting opportunities to the community through multiple FWC managed hunts throughout the year. For a list of the exact hunt dates scheduled within the Caracara Prairie Preserve, please visit: <https://myfwc.com/hunting/wma-brochures/south/crew/>.

The significance of the Corkscrew Regional Ecosystem Watershed to the local community and the statewide recovery of imperiled species, including the ecosystem services provided by this contiguous conservation landscape, cannot be overstated. Due to the justifications listed above, we request that the public agencies with oversight of oil and gas activities within the preserve, including the FL Department of Environmental Protection, the US Fish and Wildlife Service (USFWS), and the Florida Fish and Wildlife Conservation Commission (FWC) conduct careful review of the environmental impacts of permitting oil and gas operations within the Caracara Prairie Preserve. In light of these considerations, the Conservation Collier Program wishes to make the following, additional requests for consideration of the permitting requirements for the OG_1335D exploratory oil well application located within the Caracara Prairie Preserve:

Access

- All vehicle operators accessing the preserve will follow the posted speed restrictions of less than 15mph and remain vigilant for wildlife and cattle in close proximity to the oil pad and access road. State-threatened Big Cypress fox squirrel have been observed foraging within 15 feet of the oil well access gate. State-threatened Florida sandhill cranes and their flightless young have been observed foraging along the oil well access road and in the marshes and pastures surrounding the oil well.
- All vehicles and equipment required for oil and gas activity will remain within the footprint of the well-site access road and well pad at all times.
- No vehicles, equipment, or debris may be stored or traverse the designated preserve area without prior approval from Collier County.
- Operators will be responsible for providing an additional combination lock on the access gate for use by all personnel, to be removed after activities have ceased. This combination lock will remain locked between uses by personnel to maintain site security.

Wildlife Considerations

- Permit applicants will be responsible for consulting with the USFWS and FWC regarding impacts to listed species, wildlife permit conditions, seasonal drilling restrictions, and mitigation requirements. Permit applicants will be responsible for ensuring required wildlife surveys are conducted by a professional biologist with the necessary experience in listed species survey protocols.
- Collier County, as the surface land owner, continues to request that all exploratory drilling operations and site preparations occur outside of the November 1- May 1 time period to reduce impacts to nesting and imperiled wildlife species on the preserve.

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- From FWC CREW WEA wading bird survey data, we know that many state-and-federally-listed avian species roost and forage in the ephemeral wetlands surrounding the oil pad and access road. Caution should be used by vehicles accessing the oil pad, so as not to cause injury or mortality to these listed species. In addition, best management practices should be taken into account during operation, so equipment or debris left on and near the oil pad does not inadvertently injure wildlife.

Site Remediation

- In the event that the exploratory well is deemed not to be commercially productive and/or cap and abandonment action is taken, the operator will remove all equipment and storage tanks from the preserve, including, but not limited to, the 18,000 gallon storage tank, cellars, catwalk material, debris, and any residual fluids, and rig securing infrastructure from previous drilling operations within 30 days of ceasing of exploratory activities.
- At Collier County's discretion, remediation and restoration of the oil pad and oil well access road will be carried out and funded by the operator. Restoration activities may include: degrading all containment berms, ensuring that the oil pad is returned to the same grade as the surrounding preserve area, removing the oil pad access road and bringing the road footprint down to the grade of the surrounding preserve area, seeding or sodding the project footprint with appropriate native vegetation, obtaining any necessary state or federal permits required for restoration activities, conducting any required wildlife surveys for federally or state listed species that may be impacted during restoration activities following consultation with the USFWS and Florida Fish and Wildlife Conservation Commission.
- Site restoration will take place no later than (1) year from the date that the exploratory well is deemed to be not commercially productive.
- One existing water well will remain at the site for use by Collier County for land management activities and monitoring.

Reporting

- Collier County, as the surface owner, will be notified in the event of any modifications or additions to existing application activities, including, but not limited to, permit modifications, permit extension applications, additional well applications, deep injection site applications, and listed species incidental take permit applications.
- Residential housing and government operations reside within 1.2 miles of the Trend Exploration oil pad. Residents and the government offices should be notified if seepage from the containment unit or any emergency occurs that could be considered a health or safety hazard. Contact information for these individuals is below:
 - Kathleen Smith, FWC Biologist for CREW WEA at Kathleen.Smith@MyFWC.com
 - Joe Bozzo, SFWMD CREW Management Area Land Manager at jbozzo@sfwmd.gov
- The following staff must be notified within 24-hours of any impacts to State or Federally-listed species (mortality or injury to listed species, destruction to habitat of listed species, etc):
 - Molly DuVall, Preserve Manager at Molly.DuVall@CollierCountyFL.gov
 - Kathleen Smith, FWC Biologist CREW WEA at Kathleen.Smith@MyFWC.com
 - Joe Bozzo, SFWMD CREW Management Area Land Manager at jbozzo@sfwmd.gov

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- The Caracara Prairie Preserve manager will be notified prior to any scheduled wildlife surveys taking place within the preserve and will be provided a copy of the schedule, methods, data, and final reports.
- The Caracara Prairie Preserve manager will be notified of the exploratory oil well project timeline no less than 30 days before activities commence.

Thank you again for the opportunity to comment.
Respectfully,



Summer Araque, Coordinator
Conservation Collier Program

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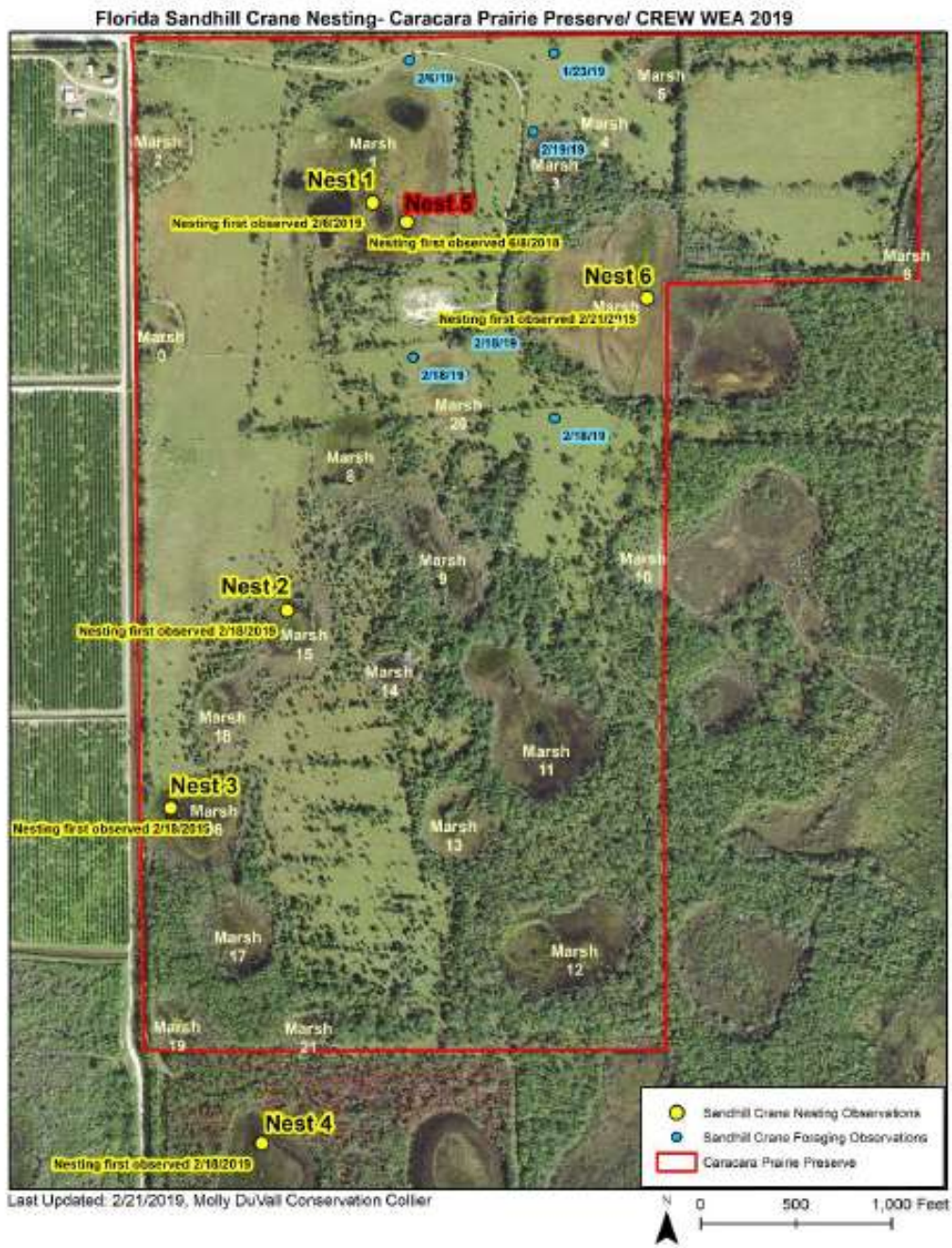
Figure 1. Crested Caracara (CRCA) Nesting Survey Map



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Figure 2. 2019 Sandhill Crane Nesting Location Map



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Appendix I. 2018 Letter Submitted to FL DEP regarding Permit # 1335D from the Conservancy of Southwest Florida



Protecting Southwest Florida's unique natural environment and quality of life ... now and forever.

December 31, 2018

Sent via email

Cindy Mulkey
Program Administrator, Oil and Gas Program
Florida Department of Environmental Protection
Cindy.Mulkey@dep.state.fl.us

Jon Iglehart
South District Director
Florida Department of Environmental Protection
Jon.Iglehart@FloridaDEP.gov

Larry Williams
State Supervisor
U.S. Fish & Wildlife Service
Larry_williams@fws.gov

Jennifer Goff
Biological Scientist IV
Florida Fish and Wildlife Conservation Commission
Jennifer.Goff@MvFWC.com

RE: Application for Permit #1335D

Dear Ms. Mulkey, Mr. Iglehart, Mr. Williams, and Ms. Goff:

The Conservancy of Southwest Florida writes on behalf of our over 7,000 supporting families with regard to Trend Exploration LLC's (Trend LLC) application for Permit #1335D to drill a new bottomhole from the Hugh Starnes Well (Permit 1335), located in the Caracara Prairie Preserve (Preserve) in Collier County, Florida. The Preserve is an environmentally sensitive area purchased by Collier County taxpayers for permanent preservation. In addition, the Preserve serves as a Florida panther compensation bank¹ and a conservation easement was placed over it to compensate for impacts to over 344 acres of Florida panther habitat from development of the Collier County Resource Recovery Park². The environmentally sensitive nature of this land, coupled with the land's purpose as a safe haven for imperiled wildlife, warrants a more rigorous review of this drilling application and the adoption of strict permit conditions, should this proposed operation be permitted.

¹ Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>.

² Caracara Prairie Preserve Conservation Easement. September 9, 2014.



Conservancy of Southwest Florida has been awarded Charity Navigator's prestigious 4-Star top rating for good governance, sound fiscal management and commitment to accountability and transparency. Charity Navigator is America's largest and most respected independent evaluator of charities.

1495 Smith Preserve Way | Naples, Florida 34102 | 239.262.0304 | Fax 239.262.0672 | www.conservancy.org

Caracara Prairie Preserve Background

The Caracara Prairie Preserve has significant ecological value. It is part of the Corkscrew Regional Ecosystem Watershed and is bordered on three sides by CREW lands acquired by the South Florida Water Management District (SFWMD)³. Nearby conservation lands include the Corkscrew Swamp Sanctuary to the Southwest and Pepper Ranch Preserve to the East. Nearly 80 acres of the Preserve contain depressional marsh/wet prairie, “dominated by wetland plants and flooded for most of the wet season⁴.”

The Preserve is also rich in biodiversity. According to the Preserve’s Management Plan, six listed species have been observed on the Preserve: crested caracara, Florida sandhill crane, gopher tortoise, limpkin, snowy egret, and American alligator⁵. We also understand there has been nesting activity by both the crested caracara and sandhill crane. In addition, the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix indicates that the Florida panther has been documented at the Preserve⁶. 67% of the Preserve contains Primary Panther Habitat, and the other 33% is in the panther’s Secondary Zone⁷. The Primary Zone consists of lands, “essential to the long-term viability and survival of the Florida panther⁸,” while the Secondary Zone contains lands important for the expansion of the current panther population to more sustainable levels. Moreover, Frakes et al. (2015) suggests that the entirety of the Preserve is in adult panther breeding habitat. Frakes et al. (2015) recommend maintaining and expanding existing breeding habitat, lest imperiling the survival of the species⁹. In addition, there are several other species which FNAI’s Biodiversity Matrix finds are likely to occur on the Preserve based primarily on documented occurrence nearby. These species include the eastern indigo snake, wood stork, Big Cypress fox squirrel, and Florida black bear¹⁰.

³ Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>. P. 3.

⁴ Ibid. P. 4.

⁵ Ibid.

⁶ Laptop analysis done using Florida Natural Areas Inventory Biodiversity Matrix Query. Results available for Matrix Unit 43900 and 43901 at

https://data.labins.org/mapping/FNAI_BioMatrix/GridSearch.cfm?sel_id=43900&extent=641721.46170000,271916.36090000,643330.80670000,271916.36090000 and

https://data.labins.org/mapping/FNAI_BioMatrix/GridSearch.cfm?sel_id=43901&extent=641721.46170000,273525.70390000,643330.80670000,273525.70390000. Reports created December 16, 2018.

⁷ Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>. P. 3.

⁸ Kautz, R., et al. “How Much Is Enough? Landscape-Scale Conservation for the Florida Panther.” *Biological Conservation*, vol. 130, no. 1, 2006, pp. 118–133. doi:10.1016/j.biocon.2005.12.007. P. 122

⁹ Frakes RA, Belden RC, Wood BE, James FE (2015) Landscape Analysis of Adult Florida Panther Habitat. *PLoS ONE* 10(7): e0133044. Doi: 10.1371/journal.pone.0133044

¹⁰ Laptop analysis done using Florida Natural Areas Inventory Biodiversity Matrix Query. Results available for Matrix Unit 43900 and 43901 at

https://data.labins.org/mapping/FNAI_BioMatrix/GridSearch.cfm?sel_id=43900&extent=641721.46170000,271916.36090000,643330.80670000,271916.36090000 and

https://data.labins.org/mapping/FNAI_BioMatrix/GridSearch.cfm?sel_id=43901&extent=641721.46170000,273525.70390000,643330.80670000,273525.70390000. Reports created December 16, 2018.

The environmental value of the Preserve was recognized by the State via its inclusion in the Florida Ecological Greenways Network's Priority II List¹¹.

Outstanding Concerns

Oil Drilling Is Not Conducive to Purpose of Preserve

Oil exploration and drilling is contemplated in the Caracara Prairie Preserve Habitat Management Plan. The mineral rights were retained by private owners in the sale of the Preserve to Collier County. Despite this, it is apparent that this kind of industrial activity is not conducive to the mission and goals of the Preserve, or the goals of the Conservation Easement on the Preserve.

The management plan states the Preserve is to be, "managed for conservation, protection, and enhancement of natural resources and for passive and compatible public outdoor recreation¹²." Oil drilling does not aid in conservation, protection, or enhancement of natural resources. In fact, the industrial activity has the potential to alter and negatively impact natural resources in the Preserve. This is particularly true because we understand the applicant is proposing placement of a new tank battery pad. Drilling in the Preserve, and placement of a new pad, can alter natural water flow and vegetation, pollute surface and drinking water, and deter both visitors and wildlife from the area.

Collier County notes that the Preserve, "was acquired to protect the existing native habitat, to provide surficial aquifer storage, to provide habitat for protected birds and mammals, to buffer and protect adjoining state-owned conservation lands, and to provide opportunities for at-cost restoration as a mitigation for County projects...¹³" Unfortunately, drilling may interfere with the Preserve's ability to fully meet these goals.

In addition, the Preserve has a conservation easement over it due to the property serving as mitigation for impacts to panther habitat elsewhere. Enclosed as Attachment C, the easement details several prohibitions including prohibitions on construction, certain new structures, unauthorized mineral exploration, surface use that alters the land and water on the Preserve, introduction of exotic plants, commercial and industrial uses, and, "activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat...¹⁴" Acknowledging that oil drilling was contemplated in certain circumstances by the conservation easement, it is still clear to see that the intention of the easement was to keep the Preserve natural and avoid converting the character of the property to one that's more industrialized. New drilling operations are not conducive to these standards.

¹¹ Gladys Delgadillo. GIS analysis of Caracara Prairie Preserve utilizing University of Florida's FEGN Priorities data layer. December, 2018.

¹² Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>. P. 1.

¹³ Collier County. Caracara Prairie Preserve. Accessed on December 10, 2018. Available at <https://www.colliercountyfl.gov/your-government/divisions-a-e/conservation-collier/preserve-information/caracara-prairie-preserve>.

¹⁴ Caracara Prairie Preserve Conservation Easement. September 9, 2014. P. 3.

Florida Statutes Section 377.241(1) requires the Department of Environmental Protection (Department) to consider the, “nature, character and location of the lands involved...” when making its permitting decisions. The nature of this land as a mitigation bank, public conservation property, primary panther habitat, and sensitive wetland area must be considered. The Conservancy believes the character of the Caracara Preserve warrants special concern and scrutiny by the agencies.

Wildlife

As there are federally-listed species on the Preserve, the proposed activities may alter determinations made in existing Biological Opinions, and a new drilling operation may result in harm or harassment of listed species, the applicant should consult with the U.S. Fish and Wildlife Service under the Endangered Species Act. The Florida Fish and Wildlife Conservation Commission (FWC) should also review this proposal for compliance with the Endangered and Threatened Species Rule¹⁵ and existing permitting guidelines for state-listed species.

In addition, in order to avoid habituating wildlife like Florida black bears to humans, and to avoid attracting predators like raccoons and crows, the Department should require the applicant to secure all food waste associated with their operation in a bear-resistant enclosure. This measure will help ensure safety for visitors to the public Preserve as well as the eggs and young chicks of birds near the well pad. Adding this requirement to the Department’s permit will also help the applicant stay compliant with 68A-4.001 F.A.C.

Florida Panther

There are only about 120-230 Florida panthers left in the world¹⁶. Their habitat is shrinking, threatening their survival. As a federally-listed, endangered species, it is illegal to intentionally harm or harass panthers under the Endangered Species Act. If a project will unintentionally harm or harass panthers, an incidental take permit is required, and negative impacts to panthers must be avoided, minimized, and mitigated. The current Florida Panther Effect Determination Key stipulates that for projects within the Panther Focus Area, that are greater than one acre in size, that consultation with the Service should be requested¹⁷. While this tool is utilized primarily in the Section 7 process, it supports the fact that the applicant, Trend LLC, should consult with the U.S. Fish and Wildlife Service to avoid violations under Section 9 of the Endangered Species Act. The Caracara Preserve is supposed to serve as mitigation for impacts to the panther elsewhere, including impacts that have already taken place¹⁸. Unfortunately, drilling on the Preserve and creating a new tank battery pad would create new impacts that have not yet been adequately considered by the Service, and that would need to be addressed by the applicant through avoidance, minimization, and mitigation. The Service needs to ensure that the applicant’s newly proposed activities would not be in conflict with the assumptions made for the

¹⁵ 68A-27, F.A.C.

¹⁶ U.S. Fish and Wildlife Service. Florida panther population estimate updated. February 22, 2017. Available at <https://www.fws.gov/southeast/news/2017/02/florida-panther-population-estimate-updated/>.

¹⁷ Army Corps of Engineers. Florida Panther Effect Determination Key. February 19, 2007. Available at <https://www.fws.gov/verobeach/MammalsPDFs/20070219LetterSFESotoCOEPantherKey.pdf>.

¹⁸ U.S. Fish and Wildlife Service, 2014. Letter to Army Corps of Engineers, Collier County Resource Recovery Park. Biological Opinion. February 19, 2014.

Collier County Resource Recovery Park Biological Opinion or any other mitigation credits given or proposed.

The well pad is located near the line that divides the Florida panther's primary and secondary zones, within the Secondary Zone. As mentioned previously, the Secondary Zone has been identified by panther biologists as lands that are important for expansion of the current panther population. In order for the Florida panther to meet recovery goals under the Endangered Species Act, the panther's population *must* expand and additional populations of panthers must develop outside of South Florida¹⁹. While the actual drilling pad is located in the Secondary Zone, part of the roadway to the oil pad is located within the Primary Zone and it is possible that effects from a new drilling operation would influence the nearby Primary Zone and impact the panther through light, noise, and other disturbance. Furthermore, the entire Preserve, including the areas proposed for new drilling activities through this proposal, is considered Adult Breeding Habitat (see Attachment A). As mentioned previously, these lands are essential for the Florida panther's survival and recovery.

Drilling operations may deter Florida panthers and their prey, not just from the well pad, but from the area surrounding the well pad as well. This deterrence may functionally limit panther habitat, even if temporarily, and can result in increased intraspecific aggression and vehicle mortalities. Already, there have been documented panther deaths as a result of intraspecific aggression in this area, including two known incidents in 2017 (one on private property west of Caracara Preserve and the other on the CREW Marsh Trails²⁰). There is also a history of vehicle collisions in the area, with one recent panther mortality in April of this year near the intersection of SR 82 and Corkscrew Road²¹. Attachment A shows two other known panther roadkill mortalities adjacent to the Preserve on Corkscrew Road from 2009 and 2014²².

Disturbance is not the only factor to consider. Drilling at the Hugh Starnes Well will result in additional vehicle trips on nearby roads, presenting further threats to panthers. Vehicle mortalities are the leading cause of known panther deaths²³. The applicant should provide to the agencies a predicted number of vehicle trips to and from the well pad that would occur as a result of the proposed drilling activity and as a result of potential future production, as part of the consideration of this application.

Cumulative impacts must also be analyzed. Florida panther habitat is rapidly being lost to development and other land use conversions, and further threats are on the horizon. For example, the U.S. Fish and Wildlife Service is currently contemplating approval of the Eastern Collier

¹⁹ Florida Panther Recovery Team, South Florida Ecological Services Office of U.S. Fish and Wildlife Service, Florida Panther Recovery Plan. 3rd Revision. Approved November 1, 2008. Available at <https://www.fws.gov/uploadedFiles/Panther%20Recovery%20Plan.pdf>.

²⁰ Gladys Delgadillo. Analysis of Panther Pulse Data from 2017 available at <https://myfwc.com/media/3129/pantlittersdeathsdepredations.pdf>.

²¹ Gladys Delgadillo. Analysis of Panther Pulse Data from 2018 available at <https://myfwc.com/wildlifehabitats/wildlife/panther/pulse/>.

²² Darrel Land, Florida Fish and Wildlife Conservation Commission. Panther Mortality 2017 Shapefile.

²³ Atkins, Andrew. "A Look at Florida Panther Deaths from 2014 to 2018." *Naples Daily News*, 23 Sept. 2018. Available at <https://www.naplesnews.com/story/news/environment/2018/09/23/data-analysis-florida-panther-deaths-2014-2018/1380694002/>.

Multiple Species Habitat Conservation Plan that would permit 45,000 acres of development in nearby panther habitat, and the Burnett Oil Co. Inc. is conducting a seismic survey operation in the Big Cypress National Preserve that is fragmenting and degrading panther habitat²⁴.

One suggestion to minimize disturbance to the Florida panther, that we ask be included as a permit condition, is to limit oil drilling activities to daytime hours when the Florida panther is less active. By requiring this, it's less likely activities will interfere with hunting, and panthers may be less likely to be hit on roadways. Florida panthers are crepuscular, meaning they're most active during dawn and dusk²⁵, so these hours should be avoided.

In addition, the agencies should consider this proposal in light of the fact that the site is considered mitigation for impacts to panther habitat elsewhere (see Attachment B). The Preserve was utilized by Collier County as compensation for impacts associated with the Resource Recovery Park, and this was solidified in the Service's Biological Opinion and associated conservation easement. If the new drilling project is authorized, the Service must reevaluate determinations made in its prior Biological Opinion, and the applicant—not Collier County—may be relied upon to compensate for any devaluing of the mitigation lands brought on by Trend LLC's proposed activities. Certainly, if a new battery tank pad is placed outside of the well pad, that land must not receive any mitigation value. The value of the mitigation lands on the Preserve may be affected well beyond the actual footprint of the pad and roadway.

Audubon's Crested Caracara

Audubon's crested caracara in Florida are listed as threatened under the Endangered Species Act as they are isolated from other caracara populations²⁶. Unfortunately, the caracara's range in Florida is decreasing²⁷. Given the threats to caracara survival, negative impacts to the caracara populations in Florida should be avoided, minimized, and mitigated.

The Caracara Prairie Preserve is within the U.S. Fish and Wildlife Service's Crested Caracara Consultation Area²⁸. Conservation Collier's preserve management team has recorded crested caracara on the Preserve year-round, including documenting two nests²⁹. Therefore, impacts to the caracara from new drilling activities on the Preserve must be assessed.

²⁴ Quest Ecology Inc. Preliminary Evaluation of Potential Effects of Seismic Surveying for Oil and Gas In and Near the Big Cypress National Preserve on the Florida Panther. October, 2018.

²⁵ Florida Fish and Wildlife Conservation Commission. Panther Biology Hunting Methods. Available at <https://myfwc.com/wildlifehabitats/wildlife/panther/biology/>.

²⁶ South Florida Ecological Services Office, U.S. Fish and Wildlife Service. Audubon's Crested Caracara, Species Conservation Guidelines, South Florida. April 20, 2004. P. 1. Available at <https://www.fws.gov/verobeach/BirdsPDFs/2004SpeciesConservationGuidelinesCaracaraALLINCLUSIVE.pdf?spcode=A003>.

²⁷ Audubon's Crested Caracara, Multi-Species Recovery Plan for South Florida. Available at <https://www.saj.usace.army.mil/Portals/44/docs/regulatory/SW/acca.pdf>. P. 4-219.

²⁸ South Florida Ecological Services Office. U.S. Fish and Wildlife Service. Crested Caracara Consultation Area. May. July 14, 2003. Available at <https://www.fws.gov/verobeach/BirdsPDFs/CrestedCaracaraConsultationArea.pdf?spcode=A003>.

²⁹ Alexandra J. Sulecki. Email Subject: Conservation Collier Comments on Drilling Application OG_1335D. Sent October 24, 2018. Available on Florida Department of Environmental Protection's Oculus Database.

Response to human disturbance varies, but the species is most sensitive to disturbance during the nesting season³⁰. Accordingly, we request drilling operations be conducted when crested caracaras on the property are not building nests, incubating eggs, or raising nestlings. Their primary breeding season is from November 1 through May 1³¹. Disturbing caracaras during this season may result in lower productivity and higher rates of chick mortality.

Significantly altering activity levels or habitat around a caracara nest may result in a breeding pair leaving the nest, even if the changes occur outside of breeding season³². Therefore, drilling activity should avoid breaching a protective buffer around caracara nests. The average home range of a caracara is about 1.2-1.9 miles from a nest³³. According to the U.S. Fish and Wildlife Service, the "protective area for a caracara nest is a radius of about 1,500 meters (m) (4,920 feet) from the nest³⁴." All drilling operations should avoid this protective area and minimize impacts to the home range of caracaras on the Preserve.

In addition to disturbance, there are numerous other ways a new drilling operation could harm caracaras. Additional vehicle trips on nearby roads may result in increased vehicle mortalities for caracaras, especially for juveniles, which frequent roads to scavenge roadkill³⁵. A new drilling operation may interfere with caracara management; for example, by prohibiting land managers from implementing routine prescribed burns. Changes to hydrology or a pollution spill in wetlands may also have a significant impact on caracaras as 64% of the caracara diet consists of wetland-dependent species³⁶. The applicant should work with the U.S. Fish and Wildlife Service to further analyze potential effects of a new drilling operation to the crested caracara and create a plan to minimize these impacts, particularly regarding the placement of the proposed tank battery pad which is very close to the active caracara nest on the western boundary of the Preserve.

Florida Bonneted Bat

The Florida bonneted bat is listed as endangered under the Endangered Species Act. Information regarding the presence and use of the Preserve by the Florida bonneted bat is needed and should also be considered by the Service in its review of this project. This is important as the CREW region has a high probability of occurrence by this species.³⁷

³⁰ Morrison, J. L. 2001. Recommended management practices and survey protocols for Audubon's crested caracara (*Caracara cheriway audubonii*) in Florida. Technical Report No. 18. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida, USA. P. 7.

³¹ Ibid. P. 4.

³² Ibid. P. 8.

³³ Ibid. P. 3.

³⁴ USFWS Crested Caracara Draft Survey Protocol – Additional Guidance (2016-2017 Breeding Season). Available at https://www.fws.gov/verobeach/BirdsPDFs/20161209_CCsurveyprotocol.pdf

³⁵ Morrison, J. L. 2001. Recommended management practices and survey protocols for Audubon's crested caracara (*Caracara cheriway audubonii*) in Florida. Technical Report No. 18. Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida, USA. P. 10.

³⁶ U.S. Fish and Wildlife Service. Status of the Species – Audubon's crested caracara. April, 2017. Available at https://www.fws.gov/verobeach/StatusoftheSpecies/20170405_SOS_AudubonCrestedCaracara.pdf. P. 2.

³⁷ Bailey et al., 2017. Impact of Land Use and Climate on the Distribution of the Endangered Florida Bonneted Bat. *Journal of Mammalogy*, 98(6): 1586-1593.

Gopher Tortoise

The gopher tortoise is a state-listed threatened species³⁸ that has been documented on-site, and the Caracara Preserve has been identified as a potential Gopher Tortoise Recipient Site³⁹. The applicant should assess whether there may be any impacts to gopher tortoises from the proposed project so any impacts can be avoided, minimized, and mitigated.

Big Cypress Fox Squirrel

FWC should review the proposed project for alignment with the established permitting guidelines and best management practices for the state-threatened Big Cypress fox squirrel (BCFS)⁴⁰, also known as the mangrove fox squirrel. The project area is within the BCFS's Species Focal Areas (SFA), which is a high-priority area for this species. The Florida Fish and Wildlife Conservation Commission notes that, "... degradation of high priority habitats within SFAs could negatively impact the survival potential of the BCFS⁴¹." The applicant should pay for a BCFS survey to provide to the agencies. Ideally, the survey will be camera-based and take place no more than 60 days before the applicant's proposed project is planned to begin⁴². If the species is found onsite, then possible impacts to the BCFS should be assessed so take can be avoided.

The most significant threats to BCFS are habitat loss, degradation, and fragmentation⁴³. A new drilling operation may negatively impact any BCFSs on the Preserve by degrading habitat, including wetlands, and potentially interfering with management activities like prescribed burns in the area.

BCFSs utilize multiple nests for breeding and protection⁴⁴. The Florida Fish and Wildlife Conservation Commission notes that, "take is expected to occur when activities within a 175 m (575 ft.) radius of a BCFS nest alter hydrology in wetlands, fragment the area, or otherwise remove or degrade 25% of plants providing food resources, or remove 10% of trees providing other potential nest sites⁴⁵." For this reason, oil activities should stay outside of a 575 foot buffer around all BCFS nests.

³⁸ Florida Fish and Wildlife Conservation Commission. Gopher Tortoise Program. Available at <https://myfwc.com/wildlifehabitats/wildlife/gopher-tortoise/>.

³⁹ Collier County Resolution No. 2011-86. A Resolution Adopting a Policy and Fee Schedule to Govern the Operation of the Caracara Prairie Preserve Gopher Tortoise Recipient Site. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40566>.

⁴⁰ Florida Fish and Wildlife Conservation Commission. Big Cypress Fox Squirrel. Species Conservation Measures and Permitting Guidelines. 2018. Available at <https://myfwc.com/media/11559/bigcypressfoxsquirrelguidelines-2018.pdf>.

⁴¹ Ibid. P. 10.

⁴² Ibid. P. 5.

⁴³ Ibid. P. 3.

⁴⁴ Ibid.

⁴⁵ Ibid. P. 4,5

Florida Sandhill Crane

FWC should review the proposed project for alignment with the established permitting guidelines and best management practices for the state-threatened Florida Sandhill Crane (FSC)⁴⁶. The applicant should submit FSC survey data relevant to their proposed project to FWC and the Department.

With surveying completed for the FSC, FWC can work with the applicant to avoid project impacts and incidental take, particularly to nesting pairs. Any negative impacts to wetlands, including alterations in hydroperiod and water level and increases in pollution, could be detrimental to FSC breeding⁴⁷ and feeding⁴⁸. In addition, FWC notes that, “[d]isturbances within 400 feet (of an active nest) can interrupt nesting activity and even cause abandonment of the area, even if the birds do not flush (Stys 1997)⁴⁹.” Finally, interruptions to routine maintenance, including prescribed burns, may negatively impact FSCs. Given the proximity of marshes to both the proposed tank battery pad and the oil pad, and the observation of nesting sandhill cranes adjacent to the oil pad within the 400 foot buffer area identified in the Permitting Guidelines⁵⁰, incidental take seems probable. Avoiding activities during the FSC’s primary nesting season (February through April⁵¹), and maintaining the recommended buffer around active nests should help minimize impacts.

Water Resources

As mentioned previously, the Caracara Prairie Preserve is part of the Corkscrew Regional Ecosystem Watershed (CREW), and parts of the Preserve flood seasonally. CREW lands provide significant value in both aquifer recharge and surface water purification. Water flows naturally from CREW lands to the Florida Panther National Wildlife Refuge and Fakahatchee Strand⁵². Impacts to the Preserve may impact water resources in several ways.

Potential Wetland Loss

We understand that the applicant is proposing to create a new tank battery pad outside of the existing well pad, and we are concerned this may impact wetlands on site. The applicant’s depiction of the battery tank pad location, as shown on page 132 of 137,⁵³ is insufficient to

⁴⁶ Florida Fish and Wildlife Conservation Commission. Florida Sandhill Crane. Species Conservation Measures and Permitting Guidelines. 2016. Available at <https://myfwc.com/media/11565/final-florida-sandhill-crane-species-guidelines-2016.pdf>.

⁴⁷ Ibid. P. 2.

⁴⁸ Ibid. P. 3.

⁴⁹ Ibid. P. 2.

⁵⁰ Ibid. P. 2,3.

⁵¹ Ibid. P. 1.

⁵² Office of Environmental Services in cooperation with Florida’s Acquisition and Restoration Council, Division of State Lands, Florida Department of Environmental Protection. 2018 Florida Forever Five-Year Plan. June, 2018. p. 230. Available at http://publicfiles.dep.state.fl.us/DSL/OESWeb/FF2017/FLDEP_DSL_SOLI_2018FloridaForever5YrPlan_20180706.pdf.

⁵³ Trend Exploration, LLC. Application for Permit #1335D to Florida Department of Environmental Protection. 2018

determine if it is avoiding wetlands. The agencies should obtain better information from the applicant to ensure that the applicant's proposed activities will not impact wetlands. This is critical since the site's wetlands are part of one of Southwest Florida's most extensive and sensitive wetland ecosystems.

Surface Water Flow

In Florida, small changes in hydrology may have effects on vegetation composition and aquifer recharge. Alterations to surface water flow must be avoided. Florida Statutes section 377.22(2)(b) requires the Department to issue rules, "to prevent the alteration of the sheet flow of water in any area."

Inspection reports from the Hugh Stames Well over the years indicate construction of the well and well pad may have altered surface water hydrology. Pictures from the inspections show water pooling around the well during the rainy season. Inspections in 2017 even detail fish in the cellar⁵⁴. Prior to any drilling activity being considered on the site, these impacts must be addressed. The Department must also assess impacts to surface water flow from construction of a new battery tank pad and berm.

Finally, per Conservation Collier's comments, the Department should require the applicant to replace the culverts along the access road to the well pad before drilling begins and accept responsibility for maintaining the culverts.

Water Quality

Drilling poses a threat to water quality by way of potential pollution spills. Section 377.371(1) Florida Statutes states, "A person drilling for or producing oil, gas, or other petroleum products, or storing gas in a natural gas storage facility, may not pollute land or water; damage aquatic or marine life, wildlife, birds, or public or private property; or allow any extraneous matter to enter or damage any mineral or freshwater-bearing formation."

In order to help prevent pollution, a berm that can effectively hold polluted water should be maintained around the perimeter of the well pad, and the tank battery pad if one is created. Plans should be drawn to treat water held by the berms. Additionally, preparations should be made in case spills occur outside the storm water berms. We are concerned about the impacts of a spill on both underground aquifers and to surface waters. Once in the aquifer, pollutants are extraordinarily hard, if not impossible, to clean. If oil-related equipment leaked hazardous substances during the wet season, where sheet flow is present or during a storm event, pollution could spread across the Preserve. This could result in negative impacts to vegetation and wildlife, including imperiled wildlife. Pollution prevention plans should be included in an updated application to drill and analyzed thoroughly. To safeguard Collier County's water supply, per the request made by Collier County Pollution Control, the Department should also require the applicant to install berms or dykes around nearby water supply wells.

⁵⁴ Photos from "Discovery_Compliance" documents in Florida Department of Environmental Protection's Oculus database.

To date, Trend LLC has not provided in its application a comprehensive pollution spill prevention plan or detailed procedures to follow should a spill occur. The Recertification Permit for the Hugh-Starnes well indicates Century Oil Company has, “an active Spill Prevention Control and Countermeasure Plan⁵⁵...,” however Trend LLC provides no information about how this plan may be modified and adopted for new drilling activity. The Department should require a detailed spill prevention plan tailored to the proposed activities be completed before permitting new drilling in the Preserve. The Plan should include extensive monitoring so any spills can be detected immediately and the Preserve manager/public can be alerted promptly.

Additionally, the Department’s permit should require that all remediation for any spill is the fiscal responsibility of the permit holder, as required by the Caracara Preserve Management Plan⁵⁶. To ensure the applicant is able to implement remediation expeditiously after a spill, the Department should require a larger bond than the minimum prescribed by statute, per the Department’s authority under 62C-26.002(4) F.A.C.

Should the exploratory well prove productive, disposal of produced water will present further water quality concerns. While it’s not expected that the applicant provide a plan detailing produced water disposal at this time, the potential cumulative impacts of this exploratory well should be considered – including pollutant disposal. For example, the applicant has indicated a new salt water disposal well will be drilled onsite if the new exploratory well is productive. The implications to water resources of such a new well should be considered.

Water Supply

Finally, freshwater consumption for the proposed exploration operation could have detrimental effects on wetlands and water supply wells. Included in Trend LLC’s application to drill another exploratory bottom hole from the Hugh Starnes well is a 2011 note from the South Florida Water Management District indicating Century Oil Co. Inc. was permitted to use water from the Lower Tamiami aquifer, part of the Surficial Aquifer System that provides potable water for the area. Has this permit been transferred to the current applicant? No estimated quantities of required freshwater for either the proposed new exploratory bottomhole or oil production were included in Trend LLC’s application to compare with the existing permitted allocations to Century Oil Company. The Department should require this information from the applicant, as well as where the applicant plans to receive this water from. Trend LLC’s answers should be thoroughly analyzed to determine any potential impacts to the ecosystem and drinking water resources. If the Department’s analysis shows the potential for negative impacts to the Surficial Aquifer System, we urge the Department to require Trend LLC to utilize an alternative water source.

Given the sensitive nature of the Caracara Preserve and its status as a mitigation bank, these water resource concerns should be analyzed with scrutiny and any permit must include strict conditions to prevent, minimize, and mitigate any negative impacts. A cumulative impact analysis on water resources should also be completed.

⁵⁵ Florida Department of Environmental Protection, Final Order: Five Year Operating Permit Recertification, Permit No. 1335, Recertification Date: August 9, 2017, P. 2.

⁵⁶ Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>, P. 10.

Well Stimulation

We were pleased to see that Century Oil Company, Inc.'s Permit for Recertification (No 1335) states as a General Condition that the, "permittee shall not perform hydraulic fracturing workover operations on this well..."⁵⁷ We assume the conditions of this recertification will be extended to Trend Exploration LLC with the Change of Operator form filed with the Florida Department of Environmental Protection. We respectfully request that any new permit should build on this existing prohibition by including all forms of well stimulation, including hydraulic fracturing, matrix acidizing, and acid fracturing. These additional techniques present many of the same threats as hydraulic fracturing to water quality, water supply, and public health.

Equipment Outside the Well Pad

To minimize damage from pollution spills, and to avoid unnecessarily reducing the value to wildlife of land outside the existing limerock well pad, all oil-related equipment should be moved onto the well pad. Exhibit 1 of Century Oil Company, Inc.'s Permit for Recertification (No 1335) shows a spare cellar located just outside of the well pad⁵⁸. Several Department inspection reports note wood piling and other equipment that needs to be moved. If the cellar and other oil-related objects still reside outside of the well pad, they should be promptly relocated.

Per the Preserve's management plan, the limerock infrastructure created for the certified oil well is not given any value for Panther Habitat Mitigation Units (PHUs)⁵⁹. It is fitting that land hosting oil equipment should also not receive any value for PHUs. Relocating equipment onto the well pad will help ensure that is so.

Conclusion

The Caracara Prairie Preserve was purchased to protect Southwest Florida's natural resources in light of harmful impacts to these resources in other parts of Collier County. The Preserve provides significant ecological value that belongs to the public. Given the Preserve's special status, extra scrutiny must be applied when evaluating Trend LLC's application to drill a new exploratory well section. There are several potential threats associated with the proposed drilling application that must be properly analyzed so permit conditions can be put in place to avoid, minimize, and mitigate for any harmful impacts to natural resources. The Conservancy hopes you will consider our concerns when asking the applicant for further information and assurances.

⁵⁷ Florida Department of Environmental Protection, Final Order: Five Year Operating Permit Recertification, Permit No. 1335, Recertification Date: August 9, 2017. P. 3.

⁵⁸ Ibid. P. 9.

⁵⁹ Caracara Prairie Preserve Conservation Bank Habitat Management Plan. Available at <https://www.colliercountyfl.gov/home/showdocument?id=40567>. P. 6.

Thank you for your time, and please do not hesitate to reach out if you have any questions.

Best,

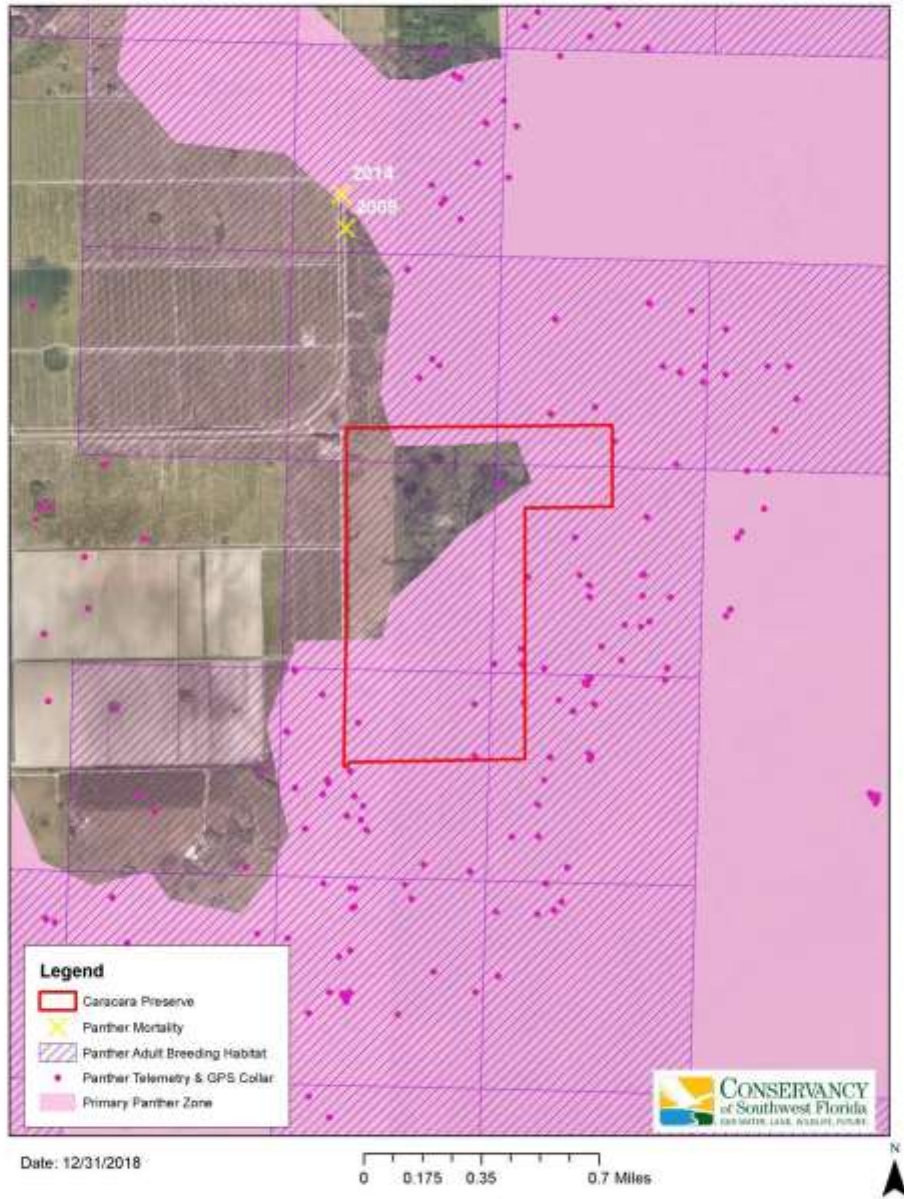


Gladys Delgadillo
Environmental Policy Specialist
Conservancy of Southwest Florida



Amber Crooks
Environmental Policy Manager
Conservancy of Southwest Florida

Attachment A⁶⁰



⁶⁰ Primary Panther Zone was identified by Kautz et al., 2006. Adult Breeding Habitat was identified by Frakes et al., 2015.

Attachment B⁶¹



Collier County Resource Recovery Park

- Caracara Prairie Preserve
- Impact Site
- Onsite Preserve

Figure 3. Onsite and Offsite Preserves.

⁶¹ U.S. Fish and Wildlife Service, 2014. Letter to Army Corps of Engineers, Collier County Resource Recovery Park Biological Opinion. February 19, 2014.

Attachment C

CARACARA PRAIRIE PRESERVE
CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 9th day of September 2014, by COLLIER COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), whose mailing address is 3299 Tamiami Trail East, Naples, FL 34112, and CORKSCREW REGIONAL ECOSYSTEM WATERSHED LAND AND WATER TRUST, INCORPORATED, a Florida non-profit corporation, (hereinafter referred to as "CREW"), whose mailing address is 23998 Corkscrew Road, Estero, FL 33928, (hereinafter collectively referred to as the "Grantors" and individually as the "Grantor"), to the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida ("Grantee"), whose mailing address is 620 South Meridian Street, Tallahassee, FL 32399-1600 (collectively referred to as the "Parties"). As used herein, the term "Grantors" shall include any and all heirs, successors or assigns of the County and of CREW and all subsequent owners of the "Property" (as hereinafter defined). The term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the County and CREW are owners in fee simple of certain lands situated in Collier County, Florida ("Property"), as more specifically described in Exhibit "A" attached hereto and incorporated herein, with the County holding an undivided ninety-four point four (94.4%) percent interest in the Property and CREW holding an undivided five point six (5.6%) percent interest in said Property; and

WHEREAS, the United States Fish and Wildlife Service ("Service"), an agency of the United States Department of Interior, has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants, and habitat pursuant to various federal laws, including the Endangered Species Act, 16 U.S.C. Section 1531, et seq. ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f) et seq., and other provisions of Federal law; and

WHEREAS, the Service maintains that the Property possesses or is capable of possessing ecological and habitat values that benefit endangered, threatened, or other species including the federally-listed Florida Panther (*Puma concolor coryi*) (collectively "Conservation Values") of great importance to the people of the State of Florida and the United States; and

WHEREAS, the Service issued a biological opinion letter with exhibits (the "**Biological Opinion Letter**") dated February 14, 2011 to the U.S. Army Corps of Engineers (the "**USACOE**") after formal consultation under section 7 of the Endangered Species Act of 1973, as amended, on the USACOE's issuance of a Section 404 permit to the County for impacts to the federally-listed Florida Panther. The impacts will result from development of the Collier County Resource Recovery Park. The conditions of the Biological Opinion Letter provide, among other things, for the preservation of approximately 367.7 acres of habitat suitable for the Florida Panther and located at latitude 26°26'40.2" N, longitude 81°33'30.35" W in the County (the "**Compensation Parcel**" or "**Property**") to compensate for impacts to approximately 344.25 acres of Florida panther habitat. The conditions further provide for the placement of a conservation easement on the Compensation Parcel, and for the easement to be held by the Florida Fish and Wildlife Conservation Commission. The Biological Opinion Letter (Service Activity Code 41420-2012-



CPA-0176\Service Consultation Code 41420-2012-F-0324) and the associated Management Plan (the "**Management Plan**") are incorporated herein by reference and on file with the Service; and

WHEREAS, the Conservation Values of the Property are documented in the Biological Opinion Letter and the Management Plan; and

WHEREAS, the County and CREW acknowledge that one of the conditions of the Biological Opinion Letter is the recording of a Conservation Easement on the Property in accordance with Section 704.06, Florida Statutes, which Conservation Easement shall burden the Property in perpetuity for the conservation and protection of the Florida panther and its habitat in accordance with the Biological Opinion Letter and the provisions herein; and

WHEREAS, CREW is not a party to the Biological Opinion Letter, but has agreed to grant this Conservation Easement as to its five point six (5.6%) percent undivided interest in the Property thereby subjecting its interest in the Property to the terms and conditions of the Biological Opinion Letter and this Conservation Easement. CREW has further agreed to transfer and assign to the County exclusive rights to all panther habitat units, created on the Property as described in the "Agreement for Sale and Purchase," between Marilyn H. Adkins, Joan H. Bickel, Hugh E. and Judy A. Starnes, and the Grantors, effective July 5, 2007, and recorded in the Official Records of Collier County on March 4, 2013, OR Book: 4891 Page: 2907; and

WHEREAS, the Grantee is authorized to hold a conservation easement pursuant to Section 704.06, Florida Statutes

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantors hereby grant, create and establish a perpetual conservation easement upon the Property for and in favor of the Grantee, which conservation easement shall run with the land and be binding upon the Grantors and remain in full force and effect forever.

The scope, nature and character of this Conservation Easement shall be as follows:

1. **Recitals**. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made part of this Conservation Easement.
2. **Purpose**. The purpose of this Conservation Easement is to ensure that the Property shall be protected forever and used as a conservation area, consistent with the Biological Opinion Letter. The Parties intend that this Conservation Easement shall confine the use of the Property to such uses as are consistent with the purpose of this Conservation Easement and the Biological Opinion Letter.
3. **Grantee and the Service's Rights**. To carry out the purpose of this Conservation Easement, the Grantors convey the following rights to Grantee and the Service:
 - a. To enter upon the Property at any time after giving twenty-four (24) hours prior notice to the County, in order to monitor Grantors' compliance with this Conservation Easement and the Biological Opinion Letter, to monitor and survey the Property for use by the Florida panther and to otherwise enforce the terms of this Conservation Easement and the Biological Opinion Letter;



b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and the Biological Opinion Letter, to require restoration of such areas or features of the Property that may be damaged by any act, failure to act or any use or activity that is inconsistent with the purpose of this Conservation Easement and to preserve the Conservation Values of the Property;

c. To preserve, protect and sustain the biological resources and Conservation Values of the Property; and

d. To enforce the terms, provisions and restrictions of this Conservation Easement.

4. **Prohibited Use.** Except as otherwise provided herein, the following activities are prohibited on the Property:

a. Construction, reconstruction or placement of any road, billboard or other advertising, utilities or any other building or structure on, above, or below the ground, except for maintenance roads, trails, directional/educational signage, informational kiosks, benches, picnic tables and pedestrian gates through cattle fences within the Property or as otherwise approved by the Service and the Grantee;

b. Dumping or placing of soil or other substance or material as landfill, or dumping of trash, waste, biosolids or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation except as necessary for maintenance roads, trails, directional/educational signage, informational kiosks, benches, picnic tables and pedestrian gates through cattle fences within the Property or as otherwise approved by the Service and the Grantee;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

e. Mineral exploration, except to the extent authorized by the "Oil, Gas, and Mineral Lease" dated March 15, 2007 (appended to the Management Plan as Appendix D), and recorded in the Official Records of Collier County at OR Book: 4250 PG: 1445, excavation, draining or dredging;

f. Surface use except for purposes that permit the land or water areas to remain in their existing natural conditions;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing, except installation, repair or replacement of fencing necessary for securing the Property or proper management of grazing cattle;

h. Acts or uses detrimental to such aforementioned retention of land or water areas in their existing natural condition;

i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties on the Property having historical, architectural, archaeological, or cultural significance;



- j. Alteration of the general topography of the Property or any portion thereof;
- k. Planting, introduction or dispersal of exotic plant or animal species;
- l. Commercial or industrial uses; and
- m. Manipulation, impoundment or alteration of any natural watercourse, body of water or water circulation on the Property.

5. **Grantors' Reserved Rights.** Grantors reserve unto themselves, their successors and assigns, and all successor owners of the Property or any portion thereof:

a. All rights accruing from the County and CREW's ownership interests in the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are neither expressly prohibited herein, inconsistent with the purpose of this Conservation Easement and the Biological Opinion Letter nor likely to negatively impact the Conservation Values and quality of the Property as habitat for the Florida panther;

b. The right to conduct activities on the Property, including, but not limited to, maintenance and monitoring activities, as set forth in the Biological Opinion Letter;

c. The right to maintain historical drainage on the Property in accordance with the Biological Opinion Letter;

d. Subject to subparagraph "a" of this section, the right to hunt, fish, hike, and engage in wildlife viewing, nature photography, natural history study, plant and wildflower identification, environmental education, primitive camping, and equestrian use upon the Property in accordance with the Biological Opinion Letter and Management Plan; and

e. The right to graze cattle upon the Property to the extent allowed in the Cattle Lease Agreement of July 24, 2007, between the County and Hugh E. Starnes (appended to Management Plan as Appendix E) and thereafter in accordance with any subsequent cattle lease agreements provided the rights and extent of such future lease agreements do not exceed those of the existing lease agreement of July 24, 2007, and are not inconsistent with the purpose of the Biological Opinion Letter and the Conservation Easement nor likely to negatively impact the Conservation Values and quality of the Property as habitat for the Florida panther.

6. **Grantee and the Service's Duties.** Neither Grantee nor the Service shall unreasonably interfere with Grantors or their invitees, guests, and agents' use and quiet enjoyment of the Property. Grantee and the Service agree that neither Grantors nor any affiliate, subsidiary or other related party of Grantors shall be liable for or obligated for any liability, penalty, cost, loss, damage, expense, cause of action, claim, demand, or judgment arising from or in any way connected with Grantee's or Service's conduct and/or negligence on or about the Property.

7. **Grantors' Duties.** Grantors shall undertake all reasonable actions to prevent the unlawful entry and trespass upon the Property by persons whose activities may degrade or harm the Conservation Values of the Property. The Grantors also shall be responsible for control of public access to the Property through measures including, but not limited to, the gating and locking of access points and the marking of entry points with signs explaining approved and prohibited access and activities on the Property.



8. **No Dedication.** No right of access, ingress, or egress by the general public to any portion of the Property is conveyed by this Conservation Easement.

9. **Obligations of Ownership.** Subject to paragraph 22, below, Grantors retain all responsibilities and all obligations related to the ownership, operation, upkeep, and maintenance of the Property. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish Grantee and the Service with satisfactory evidence of payment upon written request. Grantors remain solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the Property by this Conservation Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

10. **Enforcement.** Grantee and/or the Service have the right to enforce the terms, provisions and restrictions of this Conservation Easement. Any forbearance on behalf of Grantee and/or the Service to exercise its right of enforcement hereunder shall not be deemed or construed to be a waiver of either of their rights hereunder.

11. **Remedies for Violation and Corrective Action.** If Grantee, Grantors or the Service determines there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to the putative violator as well as to the Service. In any such instance, measures to cure the violation shall be reviewed and approved by the Service. If a violation is not cured within thirty (30) days after receipt of written notice and demand, or where the cure reasonably requires more than thirty (30) days to complete and there is failure to initiate action to cure the violation within the 30-day period or to diligently engage in actions to cure the violation, Grantee, Grantors and/or the Service may bring an action at law or in equity in a court of competent jurisdiction (1) to enforce compliance with the terms of this Conservation Easement; (2) to recover any damages to which Grantee, Grantors and/or the Service may be entitled for violation of the terms of this Conservation Easement or for any damage to the Conservation Values of the Property; or (3) for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to the violation or damage. Without limiting the violator's liability, any damages recovered may be applied to the cost of undertaking any corrective action on the Property.

12. **Acts Beyond Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee or the Service to bring any action against a Grantor for any injury to or change in the Property resulting from natural causes beyond the Grantor's control, including, without limitation, fire, flood, storm and earth movement or from any necessary action taken by a Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

13. **Hold Harmless.** Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, Grantors shall indemnify, defend and hold harmless Grantee and the Service as well as their members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns (collectively "Indemnified Parties") from and against any actions, claims or damages, including reasonable attorney's fees, arising from a Grantors' negligence in connection with this Conservation Easement, and Grantee shall indemnify, defend and hold harmless Grantors against any actions, claims, or damages



arising out of Grantee's negligence in connection with this Conservation Easement. The foregoing indemnifications shall not constitute a waiver of the County's or the Grantee's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the Parties to indemnify the other for such other Parties' negligent, willful or intentional acts or omissions.

14. **No Hazardous Materials Liability.** Each Grantor represents and warrants that it has no knowledge of any release or threatened release of hazardous materials or products that could be deemed hazardous materials in, on, under, about or affecting the Property. Without limiting the obligations of Grantors as otherwise provided in this Conservation Easement, Grantors agree to indemnify, protect and hold harmless the Indemnified Parties, as defined in Paragraph 13, above, against any and all claims arising from or connected with any hazardous materials present, released in, on, from, or about the Property at any time, or with any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

15. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes and for the purpose set forth in Paragraph 2 of this Conservation Easement. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state and federal laws and that is committed to hold this Conservation Easement exclusively for the purposes set forth herein. Grantee may not assign this Conservation Easement without the written consent of Grantors and the Service.

16. **Subsequent Property Transfer.** Either Grantor may transfer or convey its interest(s) in the Property with the prior written concurrence of the other Grantor and the written approval of the Service and to the extent authorized by the County's "Conservation Collier Exceptional Benefits Ordinance" (Ordinance No. 2006-58) adopted on November 28, 2006 as it may be amended. Grantor agrees, however, to provide the other Grantor and the Service written notice of its intent to transfer or convey its interest at least thirty (30) days prior to the date of such transfer or conveyance. Each successor in interest must agree in writing to assume all obligations set forth in the Conservation Easement, Biological Opinion Letter and Management Plan as well as assure and demonstrate to the satisfaction of the Service that the successor has the financial capacity to implement all of the measures set forth in the Biological Opinion Letter, Management Plan and Conservation Easement. Such financial assurances, which must be approved by the Service, may be provided through, including but not limited to, a trust fund or letter of credit.

Each Grantor further agrees to either refer to this Conservation Easement or, alternatively, incorporate and insert the terms and restrictions of this Conservation Easement in any deed or other legal instrument by which the Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantee and/or the Service shall have the right to prevent any transfer in which the prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. Grantee and/or the Service also shall have the right to prevent any such transfer whenever the transfer would result in a merger of the Conservation Easement and the Property in a single Property owner (thereby extinguishing the Conservation Easement) where there is no method or mechanism deemed adequate by law to preserve, protect and sustain the Property in perpetuity. The failure of a Grantor to perform any act required by this paragraph shall not impair



the validity of this Conservation Easement or limit its enforcement in any way.

17. **Subdivision.** There shall be no subdivision of the Property.

18. **Condemnation.** If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

19. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remaining provisions of this Conservation Easement shall not be invalidated or affected thereby as long as the purpose of the Conservation Easement is preserved.

20. **Recordation.** The County shall record this Conservation Easement in the Official Records of Collier County, Florida, within five (5) days of the signing of this Conservation Easement by the signatories below and shall re-record this Conservation Easement at any time the Grantee or the Service may require to preserve their respective rights. The County shall pay all costs, including but not limited to recording costs and taxes necessary to record this Conservation Easement in the public records. Grantors will hold Grantee harmless from any such costs necessary to record this Conservation Easement in the public records.

21. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by the written agreement of the Parties hereto or their heirs, assigns or successors-in-interest and with the written approval of the Service. Any such amendment or alteration ("modification") shall be consistent with the purpose of this Conservation Easement and the Biological Opinion Letter and shall not affect the perpetual duration of this Conservation Easement. The County shall promptly record any written modification in the public records of Collier County, Florida and thereafter promptly provide a conformed copy of the recorded modification to CREW, Grantee and the Service.

22. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and delivered personally or sent by facsimile or by a recognized overnight delivery service. Notice by either of the previous methods shall be deemed given upon delivery. Notice also may be sent by United States mail, certified, return receipt requested and postage prepaid. Such notice shall be deemed given five (5) days after deposit in the United States mail. Notice shall be addressed as follows or to such other address as either Party or the Service may from time to time specify in writing:

To Grantor: Collier County Board of County Commissioners
3299 Tamiami Trail East
Naples, Florida 34112
Telephone number: (239) 252-2961
Facsimile number: (239) 252-6713

To Grantor: Corkscrew Regional Ecosystem Watershed Land
& Water Trust, Inc.
23998 Corkscrew Road
Estero, FL 33928
Telephone number: (239) 657-2253
Facsimile number: (239) 867-3259



To Grantee: Florida Fish and Wildlife Conservation Commission
Habitat and Species Conservation Division Director
620 South Meridian Street
Tallahassee, FL 32399-1600
Telephone number: (850) 488-3831
Facsimile number: (850) 921-7793

To the Service: Field Supervisor
United States Fish and Wildlife Service
South Florida Ecological Services Office
1339 20th Street
Vero Beach, Florida 32960-3559
Facsimile number: (772) 562-4288

23. **Subordination of Liens.** Each Grantor hereby covenants with said Grantee and the Service that Grantor is lawfully seized of its undivided interest in said Property in fee simple; that its undivided interest in the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; that all mortgages and liens on its undivided interest in the Property have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that Grantor hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

24. **Funding.** Funding for the management, maintenance, and monitoring activities required to occur on the Property pursuant to this Conservation Easement and the Biological Opinion Letter shall come from the Caracara Prairie Preserve Parcel Endowment Fund Trust, a perpetual trust created in accordance with the Biological Opinion Letter, and by any other means specified in the Biological Opinion Letter.

25. **No Merger or Release.** This Conservation Easement provides specific and substantial rights to the Service as provided herein and in accordance with the Biological Opinion Letter. These rights, among other things, prohibit the release or assignment of the rights, obligations and encumbrances established by this Conservation Easement in any fashion, except upon written approval of the Service. It is the intent of the Grantors, the Grantee and the Service that this Conservation Easement shall be a covenant running with title to the Property and that this Conservation Easement shall be binding upon subsequent owners of the Property. The Parties covenant and agree that this Conservation Easement may not be assigned, terminated or released in any manner without the consent and written agreement of the Service. Subject to paragraph 16, above, in the event that either Grantor or any subsequent owner of an interest in the Property shall convey fee title to the Property to the Grantee or to any successor of the Grantee, the Parties expressly covenant and agree that this Conservation Easement shall not be terminated or extinguished by operation of law pursuant to the doctrine of merger or any similar or dissimilar doctrine or rule of law.

26. **Management.** Grantors hereby covenant that the management of the Property shall be undertaken in accordance with the Biological Opinion Letter, Management Plan and this Conservation Easement. Such management may be undertaken by the County directly or, with the written consent of the Service, by another party, including CREW. When management is undertaken by an entity other than the County, prior to any such undertaking, the County must obtain the entity's written consent and agreement to undertake such management and to do so in accordance with the Biological Opinion Letter, Management Plan and this Conservation



Easement. The County further agrees to provide funding for such management in accordance with the Caracara Prairie Preserve Parcel Endowment Trust Agreement and from the Endowment Fund created thereunder.

27. **Preserving Perpetual Rights.** In accordance with Chapter 712 of the Florida Annotated Statutes or the laws then in effect, the County agrees to record a notice, as provided in Fla. Stat. 712.06, of this Conservation Easement once during the 30-year period beginning from the date this easement is first recorded and, thereafter, during each 30-year period of the Conservation Easement. The County further agrees to provide a copy of each such recorded notice to the Grantee and the Service between the 28th and 29th year of each 30-year period.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon each Grantor and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantors have hereunto set their authorized hands this 9th day of September, 2011.

GRANTOR:

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

, Deputy Clerk

BY: _____
Tom Henning, Chairman

Approved for form and legality:

Jennifer A. Belpedio
Assistant County Attorney *JAB 8/15/11*

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by Tom Henning, as Chairman of the Collier County Board of County Commissioners, on behalf thereof. He is personally known to me.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____



GRANTOR:

DATED: _____

WITNESSES:

CORKSCREW REGIONAL ECOSYSTEM
WATERSHED LAND AND WATER
TRUST, INCORPORATED, a Florida non-
profit corporation

(Signature)

(Printed Name)

BY: _____
Ben Nelson, Chairman

(Signature)

(Printed Name)

STATE OF FLORIDA
COUNTY OF COLLIER

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, as Chairman of the Corkscrew Regional Ecosystem Watershed Land and Water Trust, Incorporated, a Florida non-profit corporation on behalf thereof. He is personally known to me.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____



GRANTEE'S ACCEPTANCE

The Florida Fish and Wildlife Conservation Commission hereby accepts and agrees to the conditions of the foregoing Conservation Easement.

The Florida Fish and Wildlife Conservation Commission

By: _____

Title: _____

Date: _____

Approved:

The U.S. Fish and Wildlife Service

By: _____

Print Name: _____

Title: _____



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

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

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

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



Appendix EJ. 2007 and 2019 Cattle Lease Agreements

LEASE AGREEMENT

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

WITNESSETH

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

ARTICLE 1. Demised Premises

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

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

ARTICLE 2. Term of Lease

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

ARTICLE 3. Rent

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

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

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

ARTICLE 4. Renewal Term Rent

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

ARTICLE 5. Other Expenses and Charges

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

ARTICLE 6. Modifications to Demised Premises

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

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

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

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

ARTICLE 7. Access to Demised Premises

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

ARTICLE 8. Assignment and Subletting

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

ARTICLE 9. Indemnity

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

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

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

ARTICLE 10. Insurance

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

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

ARTICLE 11. Maintenance

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

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

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

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

ARTICLE 12. Default by LESSEE

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

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

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

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

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

ARTICLE 13. Default by LESSOR

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

ARTICLE 14. Notices

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

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

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

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

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

ARTICLE 15. Surrender of Premises

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

ARTICLE 16. General Provisions

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

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

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

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

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

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

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

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

ARTICLE 17. Environmental Concerns

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

ARTICLE 18. Extent of Liens

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

ARTICLE 19. Waiver

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

ARTICLE 20. Effective Date

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

ARTICLE 21. Governing Law

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

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

AS TO THE LESSOR:

DATED: 7-24-07

ATTEST
DWIGHT E. BROCK, Clerk
Dwight E. Brock
Deputy Clerk

Attest as to Chairman's
signature

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: *James Foley*
JAMES FOLEY, Chairman

AS TO LESSEE:

DATED: 8/17/07
Susan D. Gray
WITNESS (signature)

SUSAN D. GRAY
(print name)

BY: *Hugh E. Starnes*
HUGH E. STARNES

Terry Brown McArthur
WITNESS (signature)

Terry Brown McArthur
(print name)

Approved as to form and legal sufficiency:

J.A.B. Belgado
Jennifer A. Belgado, Assistant County Attorney

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

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

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

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

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

MEMORANDUM

Date: January 23, 2019

To: Molly DuVall, Environmental Specialist
Conservation Collier

From: Teresa Cannon, Sr. Deputy Clerk
Minutes & Records Department

Re: Caracara Prairie Preserve Cattle Lease Agreement
w/Labelle Ranch, Inc.

Attached is a copy of the agreement referenced above, (**Agenda Item #16D9**) approved by the Board of County Commissioners on **Tuesday, January 8, 2019**.

If you have any questions, please feel free to contact me at 252-8411.

Thank you.

Attachment



Cattle Lease

Lease # CC-103

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 8th day of January 2019, between LABELLE RANCH, INC. whose address is 1210 SW 2nd Ave., Okeechobee, FL 34974, hereinafter referred to as "LESSEE", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, Naples, Florida 34112, hereinafter referred to as "LESSOR".

WITNESSETH

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

ARTICLE 1. Demised Premises and Use

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR Three Hundred Sixty Seven and Seven Tenths (367.7) acres of property described in Exhibit "A," and shown in Exhibit "C", which is attached hereto and made a part of this Lease, hereinafter called the "Demised Premises," situated in the County of Collier and the State of Florida, for the sole purpose of cattle grazing and incidental activities that are directly related to beef cattle production.

All animal husbandry principles and practices applicable to the property and efficient use of grazing resources shall be followed at all times. The LESSEE shall be responsible for the establishment and implementation of sound grazing practices based on the best management guidelines of the U.S. Department of Agriculture's National Resources Conservation Service (EXHIBIT "G").

Consistent with its status as a tenant the LESSEE will have exclusive use and possession of the Demised Premises, however, the LESSOR may, as specified below: (i) alter its boundaries and/or (ii) make use of portions of it for hunting, public access EXHIBIT "P", and other activities consistent with the Conservation Collier program, as described below in this Article 1 and in Article 16(d). LESSOR'S use shall not, however, interfere with LESSEE'S permitted use of the Demised Premises, nor expose LESSEE to liability to third parties based on the use that LESSOR is permitted to make of the Demised Premises.

The Demised Premises is leased in its "As Is, Where Is, and With All Faults" condition. LESSEE has examined the Demised Premises to its complete and total satisfaction and accepts it in its present condition. LESSEE has had adequate opportunity to investigate the land use and zoning of the Demised Premises and is satisfied that it can use the Demised Premises for LESSEE's purpose.

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

ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of five (5) years, commencing on March 1, 2019. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew





same for two (2) additional terms of one (1) year, under the same terms and conditions, except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term.

Both LESSOR and LESSEE reserve the right to terminate this lease, without cause, by providing the other party with at least thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease.

LESSEE and LESSOR reserve the right to terminate this Lease, with cause, upon default by the other party as described in Article 12 and in Article 13, after any cure or grace period during the entire term of this Lease, by providing the other party with thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease.

Upon termination of this Lease by either party, LESSEE will have sixty (60) days to make arrangements to remove the existing cattle, during which sixty (60) days the cattle must remain. LESSOR will remit to LESSEE any prepaid and unearned rent for any period that exceeds sixty (30) days after such 60 days. During the sixty (60) day period that LESSEE remains in possession after termination, LESSEE shall continue to have said mowing obligations as described in Article 3 or may pay rent prorated at the amount described in Article 12, however, LESSEE shall not be liable for any interest thereon as described in said Article 12. Such mowing or rent obligations shall cease when LESSEE vacates the Demised Premises.

All notices shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent the annual sum of Seven Thousand Dollars Eight Hundred Seventy-Five Dollars and Thirty-Five Cents (\$7,875.35) for grazing Thirty-Five (35) Animal Units (A.U.) within the Demised Premises plus or minus Two Hundred Twenty-Five Dollars and One Cent (\$225.01) for A.U.'s in accordance with ARTICLE 16. LESSEE must certify to the Collier County Preserve Manager the maximum number of A.U. it is keeping on the Demised Premises at the time the LESSEE submits its Lease payments. Annual rent shall be paid in full on March 1, 2019. LESSEE will also be responsible for the payment of additional rent as provided for in ARTICLE 4 of this Lease. Collier County may require downward adjustments or allow upward adjustments to the maximum allowed A.U. that will be provided in writing no less than (60) days before changes are to take effect.

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

ARTICLE 4. Renewal Term Rent

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

ARTICLE 5. Modifications to Demised Premises

LESSOR will conduct a Baseline Inspection within 90 days of March 1, 2018 to establish the condition of the Demised Premises at the start of the Lease. Upon expiration or termination of this Lease, LESSEE will return the property to the County in the same or better condition as described in the Baseline Inspection Report. (EXHIBIT H)





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

LESSEE must maintain all fencing and gates needed to contain cattle or to protect water resources. Any repairs or modifications made to existing fence infrastructure must be in compliance with LESSOR's standards and materials as contained in the Specifications for 4-Strand Barbed Wire Fence Construction EXHIBIT "F").

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

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

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

LESSEE shall not at any time set, or cause to be set, any fire on the Demised Premises without prior notification to the Collier County Preserve Manager. The County may grant or refuse permission for a prescribed burn in its sole discretion.

ARTICLE 7. Access to Demised Premises

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

LESSEE must not hunt, trap, fish or capture any wildlife upon the Demised Premises or allow others to do so unless: (1) the Demised Premises is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting occurs in compliance with the laws and rules established for that area (EXHIBIT "J"); (2) LESSEE obtains prior written approval from the Collier County Preserve Manager.

ARTICLE 8. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without written approval from the LESSOR





Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity

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

It is acknowledged that in accord with the terms of this Lease (i) certain uses may be made of the Demised Premises by the LESSOR and (ii) LESSOR may permit third parties to make use of the Demised Premises. The Demised Premises is unimproved agricultural pasture lands and/or naturally vegetated areas. LESSEE'S responsibilities for maintenance in accord with Article 11, and its responsibility and liability to LESSOR under this Article 9 are and shall be based on the standards of care required of a tenant of lands having the forgoing characteristics and uses and an absence of business invitees. In case any action or proceeding is brought against LESSOR by reason of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting there from and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

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

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

ARTICLE 10. Insurance

LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of Three Hundred Thousand Dollars and No/100 Cents (\$300,000.00) each accident.

Such insurance policy(ies) shall list Collier County as an additional insured thereon. Evidence of such insurance shall be provided to the Collier County Risk Management Department, 3335 Tamiami Trail East, Suite 101, Naples, Florida, 34112, for approval prior to the commencement of this Lease Agreement; and shall include a





provision requiring ten (10) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice LESSEE shall have thirty (30) days in which to obtain such additional insurance.

LESSOR shall maintain such liability insurance, or self-funded liability reserves, as are appropriate to protect itself and LESSEE from third party claims based on use of the Demised Premises that the LESSOR is permitted to make, or allows third parties to make, in accord herewith.

ARTICLE 11. Maintenance

LESSEE shall be allowed to store, within the Demised Premises, in a location approved in writing by the Collier County Preserve Manager, any functional maintenance equipment and supplies required for activities directly related to beef cattle production on the Demised Premises.

LESSEE, at its sole cost and expense, shall mow the two hundred and five (205) acres of improved pasture within the Demised Premises a minimum of one (1) time per year (EXHIBIT "D"). LESSEE may roller chop specific areas of pasture when needed to control exotic and woody plant growth. LESSEE will notify the Collier County Preserve Manager before undertaking mowing or roller-chopping activities. Any off-site mowers or other equipment must be cleaned thoroughly prior to entering the Demised Premises to prevent the introduction of nuisance or exotic plant species. LESSEE shall develop the mowing schedule and include variables such as excessive rainfall, drought or other unforeseen conditions, and provide such schedule to the Collier County Preserve Manager.

Each individual improved pasture within the Demised Premises may include mineral feeders, supplemental feed trough, and molasses feed tanks to control cattle concentration areas. A map of existing fencing and pasture configurations can be found in EXHIBIT "E". No outside hay may be brought into the Demised Premises to prevent introduction of nuisance or exotic plant species. Rotation of cattle shall continue throughout the year on a scheduled basis. In the event there has been an extremely dry and cold winter or an exceptionally wet season, the cattle will be managed by LESSEE to fit the available forage.

LESSEE may not fertilize improved pasture areas.

Unless specifically authorized in writing by LESSOR in advance, plowing, ditching or digging of water holes shall be prohibited.

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

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

The LESSEE, at its sole cost, shall remove from the Demised Premises in accordance with all applicable rules, laws and regulations, all non-naturally occurring solid, liquid, semisolid, and gaseous trash and waste (but not animal waste) and refuse of any nature whatsoever which might accumulate and arise from the operations of the LESSEE'S business. Such trash, waste and refuse shall be stored in closed containers approved by the LESSOR.





LESSEE shall make monthly inspections of fences and gates used to contain cattle and make repairs to the fencing as needed in compliance with LESSOR's standards and materials as contained in the Specifications for 4-Strand Barbed Wire Fence Construction (EXHIBIT "F").

LESSOR shall be responsible for all invasive exotic plant maintenance treatments and prescribed burning of non-pastureland habitats within the Demised Premises.

LESSEE must not apply or allow application of agricultural chemicals including herbicides or pesticides on the Demised Premises without prior, written approval from the Collier County Preserve Manager. If the County approves a request from LESSEE, LESSEE must, at a minimum: (1) comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by Florida Department of Agriculture and Consumer Services (FDACS); and (2) comply with any other condition of the Collier County Preserve Manager written approval.

LESSEE shall be responsible for providing to the LESSOR, on an annual basis at the time of rent payment, an inspection report of the property and its operations. At a minimum, the report must include the information identified in the Annual Cattle Information Report (EXHIBIT "B").

LESSOR/ Collier County Preserve Manager shall visit the property at least semi-annually to evaluate the management and grazing operation. The LESSOR/ Collier County Preserve Manager and the LESSEE/Managing Partner shall meet annually to review and, if necessary, revise any grazing and/or pasture management plans.

LESSEE shall report any violation observed pertaining to rules and regulations promulgated by Collier County or the Florida Fish and Wildlife Conservation Commission. LESSEE shall immediately report any incidence of the following:

- Fire
- Vandalism
- Theft
- Poaching
- Trespassing
- Any hazard, condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

LESSEE has no affirmative duty to actively monitor conditions for discovery of such activities.

Any expense related to utilities used solely by the LESSEE shall be paid for by the LESSEE.

ARTICLE 12. Default by LESSEE

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

- (a) Abandonment of Demised Premises or discontinuation of LESSEE'S operation.
- (b) Falsification of LESSEE or an agent of LESSEE of any report required to be furnished to LESSOR pursuant to the terms of this Lease.



- (c) Filing of insolvency, reorganization, plan or arrangement or bankruptcy.
- (d) Adjudication as bankrupt.
- (e) Making of a general assignment for the benefit of creditors.
- (f) If LESSEE suffers this Lease to be taken under any writ of execution.

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

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

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

ARTICLE 13. Default by LESSOR

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

ARTICLE 14. Notices

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

LESSOR:

Board of County Commissioners
c/o Real Property Management

3335 Tamiami Trail East, Suite 101
Naples, Florida 34112

cc: Office of the County Attorney

3299 Tamiami Trail East, Suite 800
Naples, Florida 34112

Conservation Collier Program Coordinator
Golden Gate Community Park

LESSEE:

Mr. Maclean Pulitzer
Elite Office Services of Okeechobee, LLC.
1210 SW 2nd Ave.
Okeechobee, FL 34974

cc:





3300 Santa Barbara Blvd.
Naples, FL 34116

ARTICLE 15. Surrender of Premises

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

ARTICLE 16. General Provisions

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

LESSEE shall give oral notice to the Collier County Preserve Manager at least three (3) days prior to any planned cattle round-up or additional cattle release, to allow the Collier County Preserve Manager the option to observe the cattle round-up or release.

LESSEE shall maintain no less than Fifteen (15) and no more than Thirty-Five (35) Animal Units at the Demised Premises without written authorization from LESSOR. Increases to the maximum stocking rate shall be subject to acceptable range conditions and as determined by the Collier County Preserve Manager. Animal Units will be established based on the following table:

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)
Cow, dry	950	0.92
Cow with calf	1,000	1.00
Bull, mature	1,500	1.35
Cattle, 1 year old	600	0.60
Cattle, 2 year old	800	0.80

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

If LESSEE should elect to destroy sick cattle, any use of firearms shall be permitted by LESSOR so long as LESSEE is legally permitted to possess such firearm in the County of Collier and / or the State of Florida, as applicable.

LESSEE acknowledges that there shall be no game hunting or any dispensation of firearms by LESSEE or his invitees upon the Demised Premises except as specifically allowed under this Lease.

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





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

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.
- (c) If applicable, LESSEE agrees to pay all tangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.
- (d) LESSEE acknowledges that LESSOR will allow limited seasonal hunting on the Demised Premises under the regulations of the Florida Fish and Wildlife Commission CREW Wildlife Environmental Area.

ARTICLE 18. Extent of Liens

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

ARTICLE 19. Quiet Enjoyment

Subject to LESSOR'S rights provided in this Lease, LESSOR covenants that LESSEE, on paying the rental amount and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Demised Premises and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

ARTICLE 20. Waiver

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

ARTICLE 21. Effective Date

This Lease shall become effective on March 1, 2019.

ARTICLE 22. Governing Law

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

ARTICLE 23. Assignment

LESSEE shall have the right to assign this Lease to a legal entity owned or controlled by LESSEE. LESSOR must be advised of any such assignment in writing.

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



AS TO THE LESSOR:

DATED: 1/23/19

ATTEST: CRYSTAL K. KINZEL

Crystal Kinzel
Attest as to validity of a signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: *W. L. McDaniel, Jr.*
W. L. McDaniel, Jr.,
Chairman

AS TO LESSEE:

DATED: 1/8/19

WITNESSES:

(Signature) *NA/gab*

(Print Name)

(Signature)

(Print Name)

LABELLE RANCH, INC.

BY: *Mac R*
Maclean Pulitzer, President

Approved as to form and legality

JAB
Jennifer A. Belpedio
Assistant County Attorney

JAB
1/2/19





Exhibit "A"
(Legal Description of Demised Premises)

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006 LEGAL

DESCRIPTION:

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

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200 LEGAL

DESCRIPTION:

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

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





Exhibit "B"
(Required Information for Annual Cattle Operation Report)

For each field:

- 1 Date animals are moved from one pasture to the next.
- 2 Name of herd.
- 3 Number of animals in the herd.
- 4 Field the animals were moved from.
- 5 Field the animals are moved to.
- 6 Notes on forage conditions when animals are moved into and out of each field (i.e. forage height, forage quality, weeds, insects, etc.).
- 7 Body condition score of animals when they are moved.
- 8 Notes on management activities that have been conducted, such as when supplement feeders were moved, and when supplemental water sources were cleaned or repaired





Exhibit "C"
(Property Boundary Map)

Conservation Collier: Caracara Prairie Preserve



Caracara Prairie Preserve 367.7 ac

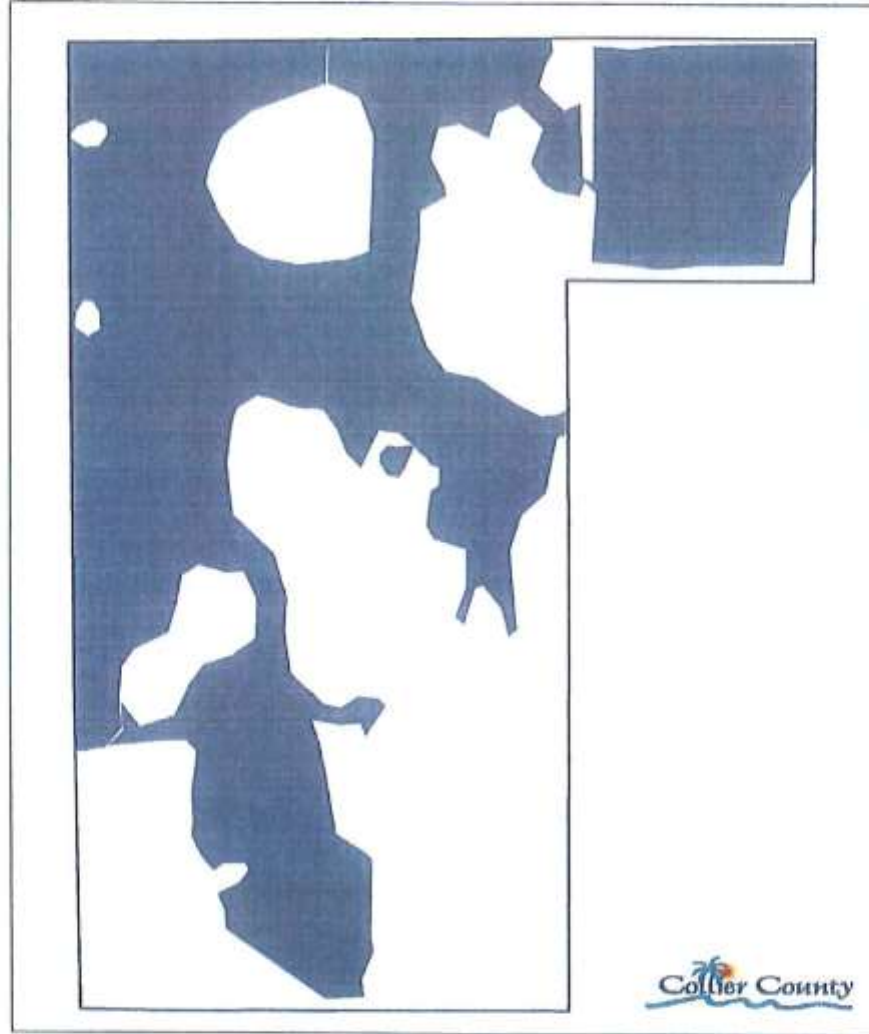


0 500 1,000 Feet





Exhibit "D"
(Caracara Prairie Preserve Pasture Map)
Caracara Prairie Preserve Pasture Map



0 500 1,000 Feet

Data Source: 2003 Aerials & Parcels Collier County Property Appraiser
Conservation Lands-Florida Natural Areas Inventory
Created by: Conservation Collier/MA, Planity
© Conservation Collier/gis applications and information/DEP/BPM/Strategic Eutic/Mysore and jay
Date: Feb. 2008



Legend

- Pasture
- Preserve Boundary



Exhibit "E"
(Cattle Fencing, Water Sources, Service Roads and Access Gates)

Caracara Prairie Preserve- Cattle Lease

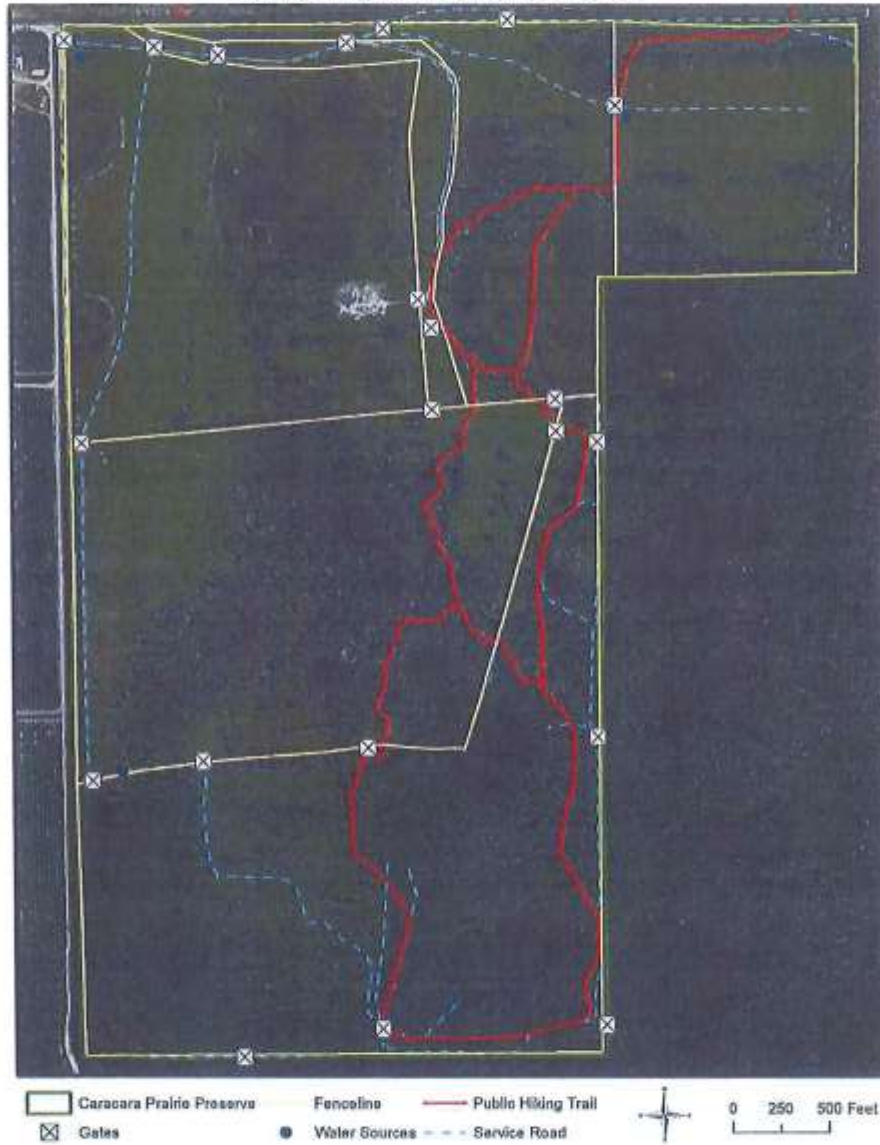
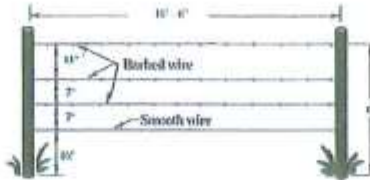


Exhibit "F"
(Specifications for 4-Strand Barbed Wire Fence Construction)



Fence Line Clearing:

1. A fence line clearing devoid of all shrubs, trees, and stumps shall be established sufficient to set posts, erect the new fence, and permit full range of travel for all gates.
2. Any earth disturbed during line clearing shall be returned, as close as possible, to the area's original grade.
3. All removed vegetation shall be properly disposed. Vegetation may be burned on-site with permission of the LESSOR once all necessary permits have been obtained. If not burned, all vegetation shall be disposed of off-site and evidence of proper disposal shall be provided.

Fence Construction:

1. A boundary fence with gates shall be constructed to securely contain cattle within the grazing unit. Fence lines shall run as straight as possible. The fence shall be four (4) strand barbed wire spaced equal distance apart starting sixteen (16) inches above the ground up to a height of forty-two (42) inches. All barbed wire shall be stretched completely so that it is springy to the touch before being fastened to the post. Wire shall be fastened and run on the inside of posts. The space between the top two strands shall be a minimum of 10" with 12" being most ideal. When possible, the bottom-most strand shall be smooth wire to facilitate wildlife movement.
2. The barbed wire shall be at least class 3, 15.5 gauge high tensile with minimum breaking load 950 lbs. Barbs shall be 15.5 gauge, 4-point double wrap with 5 inch spacing. Barbed wire shall conform to A.S.T.M. A 121 standards.
3. Staples shall be a standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
4. All posts and braces shall be southern pine or other treatable species and shall meet current industry standards for physical quality and wood preservation.
5. Line posts (3 1/2-inch top and 6 1/2 feet long) shall be installed plumb, a maximum of 16 feet apart, and embedded 24 inches in the ground. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.

6. Brace posts (6-inch top and 8 feet long) shall be used in brace assemblies. Brace posts shall be installed plumb and embedded 3 1/2 feet in the ground. A double brace assembly shall be placed at the beginning and end of each fence run and single brace assemblies at 1/4-mile intervals. All corners shall have double brace assemblies on each side. A single brace assembly consists of two brace posts connected at their midpoints with a line post (a single "H") will be installed at 1/4 mile intervals with two strands of #9 slick wire connected diagonally from the top of one post to the bottom of the other post. The connecting line post shall have a support line post to the ground at its midpoint. This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Double brace assemblies shall consist of three brace posts, two connecting line posts, and two support posts (a double "H"). A strand of #9 slick wire shall be fastened at the top of the "pull side" post and run diagonally, on either side of the connecting line post, to the bottom of the other brace post (away from the direction of the pull) This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.

Gate Construction and Placement:

1. Gate locations and sizes shall be determined by the LESSOR. Gates shall be set 6" off the ground or as close to that as possible. All gates shall swing level in both directions, shall meet square, and be no more than 6" apart when closed (except as noted below for 4' gates). Double brace assemblies shall be constructed on either side of all gates.
2. All gates shall be utility-type, galvanized, 6-rail with vertical braces, and constructed of 1-5/8" 20-gauge tube steel with a smooth finish. All gates shall be 50" in height and individual lengths shall depend on LESSOR needs. Technical specifications and drawings of gates similar to LESSOR requirements can be found at www.behlencountry.com.
3. Four-foot gates shall be hinged to swing to the inside and when closed the leading edge shall extend approximately 4 inches onto the corresponding brace post so that the gate will not swing to the outside. A galvanized metal spring shall be attached to the outside of the gate so that it tightly holds the gate closed but a person can easily open.



Exhibit "G"

(Cattle and Calf Best Management Practices Resources)

After Enrolling in BMPs

An important part of BMP implementation is documenting it through record keeping, as specified in FDACS rules and BMP manuals. This is sometimes the only way to confirm BMP implementation. BMP records should be accurate, clear, and well organized. You may develop your own recordkeeping forms or use the ones provided in this manual.

FDACS staff, UF IFAS Basin Area Team Extension experts, and local conservation districts and USDA-NRCS can assist producers with BMP implementation and record keeping methods.

For assistance with enrolling in and implementing BMPs:

Call - (850) 617-1727 or
Email - AgBMPHelp@FreshFromFlorida.com

FDACS Office of Agricultural Water Policy
1303 Governors Square Blvd., Suite 300
Tallahassee, FL 32301
Office: (850) 617-1700
Fax: (850) 617-1703
www.freshfromflorida.com/Business/Offices/AgriculturalWaterPolicy

Best Management Practices for Florida Cow/Calf Operations

What are Best Management Practices?

Agricultural Best Management Practices (BMPs) are practical measures that producers can take to reduce the amount of fertilizers, pesticides, animal waste, and other pollutants entering water resources. They provide a good way to improve water quality while maintaining agricultural production.



Working with stakeholders, the Florida Department of Agriculture and Consumer Services (FDACS) adopted a statewide voluntary manual. The BMP manual meets the needs of water quality and water conservation. Typical goals include:

• Assess management to determine nutrient needs and sources and manage nutrient applications (including animal) to meet crop needs to water resources.

• Increase nitrogen use efficiency to reduce the amount of nitrogen entering the environment.

• Reduce the amount of animal waste entering water resources to reduce or prevent the transport of nutrients and manure from production areas to water bodies.



Florida Department of Agriculture and Consumer Services
Adam H. Putnam, Commissioner

Examples of Cow/Calf BMPs

Nutrient Management

- Using UF/IFAS recommended fertilization rates.
- Using soil and tissue tests for all and nutrient analysis.
- Appropriately spacing fertilizer, as well as chemicals.
- Establishing and maintaining vegetative buffer strips to filter runoff before entering water bodies.
- Marking areas for or fencing of sensitive areas to allow for animal rotation and protection of water bodies.
- Placing water troughs away from heavily used water bodies.
- Properly utilizing manure to be spread on pasture.
- Managing livestock distribution to reduce any concentrated accumulation of waste that could lead to contaminating ground water or surface water.

Water Resource Management

- Using scheduled release facilities.
- Capturing rainwater in storage ponds for later use.
- Utilizing treated (filtered) wastewater for irrigation.
- Contracting troughs or tanks for a clean water supply to prevent health hazards.

Prohibited Grazing

- Grazing on established forage heights to maintain plant vigor, prevent soil erosion, and maintain soil moisture levels.
- Incorporating bush grazing in established outdoor water areas to manage grazing vegetation.

Water Resource Management

- Obtaining the grade of water requirements for primary storage grasses and improved pastures.
- Replacing elevated water control structures with structures that match original specifications and use good sediment and control practices.

Waterbody Protection

- Excluding livestock within a 75-foot radius of potable wells.
- Constructing new wells up gradient as far as possible from busy pollutant sources such as petroleum storage tanks, septic tanks, chemical mixing areas, and livestock confinement facilities.

Why should I implement BMPs?

- Some BMPs can help you operate more efficiently and reduce costs. While you help protect the environment. Also, producers enrolled in FDACS BMP programs are eligible for cost share, when available, for certain practices.
- Implementing (and maintaining) selected FDACS adopted BMPs provides a presumption of compliance with state water quality standards for the pollutants addressed by the BMPs.
- BMP implementation provides protection under the Florida Right to Farm Act from duplicative local regulations.
- Producers who implement FDACS adopted BMPs might qualify for some water management district permitting requirements. Check with your district.
- In areas with adopted basin management action plans (BMAPs) and some other designated areas, producers who implement BMPs avoid having to conduct costly water quality monitoring.
- BMP participation demonstrates agriculture's commitment to water resource protection and helps maintain support for the alternative approach.

How do I participate in BMPs?

1. Schedule a meeting with a BMP team member, who will provide a free FDACS BMP manual and other BMP related information.
2. Participate with the team member in a free assessment of your operation, to determine which BMPs apply to you.
3. Fill out a BMP checklist and sign the Notice of Intent (NOI) to implement the BMPs.
4. Keep a copy of the checklist and signed NOIs your records.
5. Implement and maintain the applicable BMPs and keep adequate records, to maintain a presumption of compliance with state water quality standards.
6. If you would like to receive a Certificate of Enrollment in BMPs, contact FDACS at (850) 617-1727 at AgBMPHelp@FreshFromFlorida.com.





Exhibit "H" (Baseline Inspection Report)

Caracara Prairie Preserve Baseline Inspection Report					
Inspector:					
Project Name:			Acreage:		
Lessee:			Purpose:		
Lease No.:			Status:		
County:					
Funding Year:		Inspection Date:		Inspection Type:	
Inspection Questionnaire:	YES	NO	NA	Action Required	Comments/ Recommendations
Has the land manager performed the lease area walk-through with the new lessee?					
Is the entire property perimeter fenced? If not, identify the portion remaining unfenced? Is there a new fence and gate plan requirement in place for the new lease?					
Are there any existing buildings on the property that were inventoried at the baseline (e.g. residences, buildings, barns)? If yes, provide the exact lat/long and photos representing the condition of each.					
Are there any pumps on the property? If yes, provide exact location (lat/long) and photos representing condition of each.					
Are there wells on the property? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is there any personal property on premises? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is there any evidence of unauthorized mowing, vegetation removal, vegetation maintenance methods and land clearing, dredging or filling activities in wetlands from the previous lessee? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is the leased area free of refuse/garbage/litter? If no, provide exact location (lat/long) and photos representing the condition of each.					
LESSEE'S Acknowledgement and Signature:				Date:	



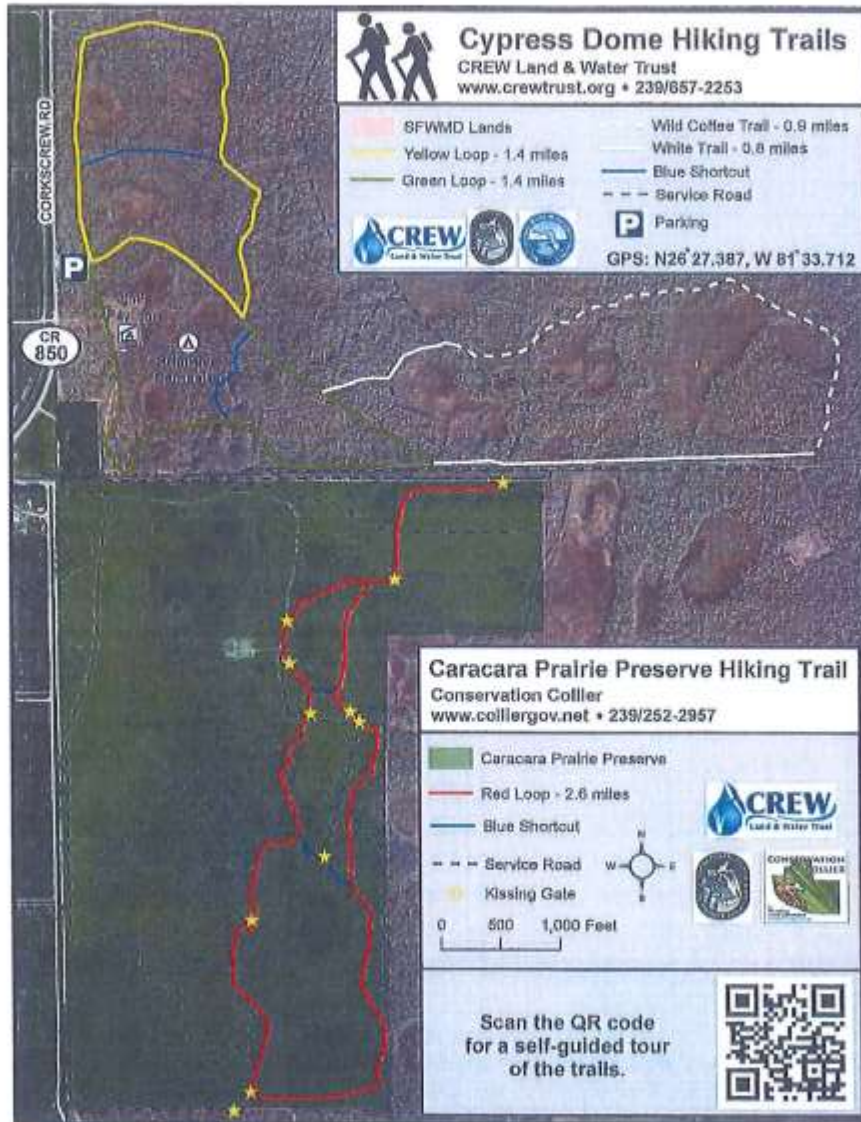


Exhibit "H"
(Baseline Inspection Report- continued)

Caracara Prairie Preserve Baseline Inspection Report					
Inspector:					
Project Name:			Acreage:		
Lessee:			Purpose:		
Lease No.:			Status:		
County					
Funding Year:		Inspection Date:		Inspection Type:	
Inspection Questionnaire:	YES	NO	NA	Action Required	Comments/ Recommendations
Is there any evidence of spills of contaminants, hazardous/ toxic substance that requires clean-up or remediation (e.g. petroleum products, pesticides, fertilizers, animal vaccinations, and parasite control pharmaceuticals)?					
Are there any fuel tanks (above ground or below) on the property? If yes, provide exact location (lat/long) and photos representing the condition of each.					
Is there evidence of unauthorized activities such as trespass, vandalism, squatting, etc. If yes, please document/ photograph activities.					
Are the public facilities (parking lots, trails, trail signs, blaze posts) in good condition? If no, document the condition and provide photos.					
LESSEE'S Acknowledgement and Signature:				Date:	



Exhibit "P"
 (Public Hiking Trails at Caracara Prairie Preserve)





**Exhibit "J"
(CREW WEA Hunting Regulations)**

For information regarding area hunting regulations and season dates,
please reference the FWC CREW WEA regulations brochure at:

<http://myfwc.com/hunting/wma-brochures/s/crew/>



Appendix FG. Service-approved Pesticide List

Service-approved Pesticide List South Florida

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

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

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

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

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

Herbicides:

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

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

Adjuvants:

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

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

Insecticides:

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

SFESO 2/05/08

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

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

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