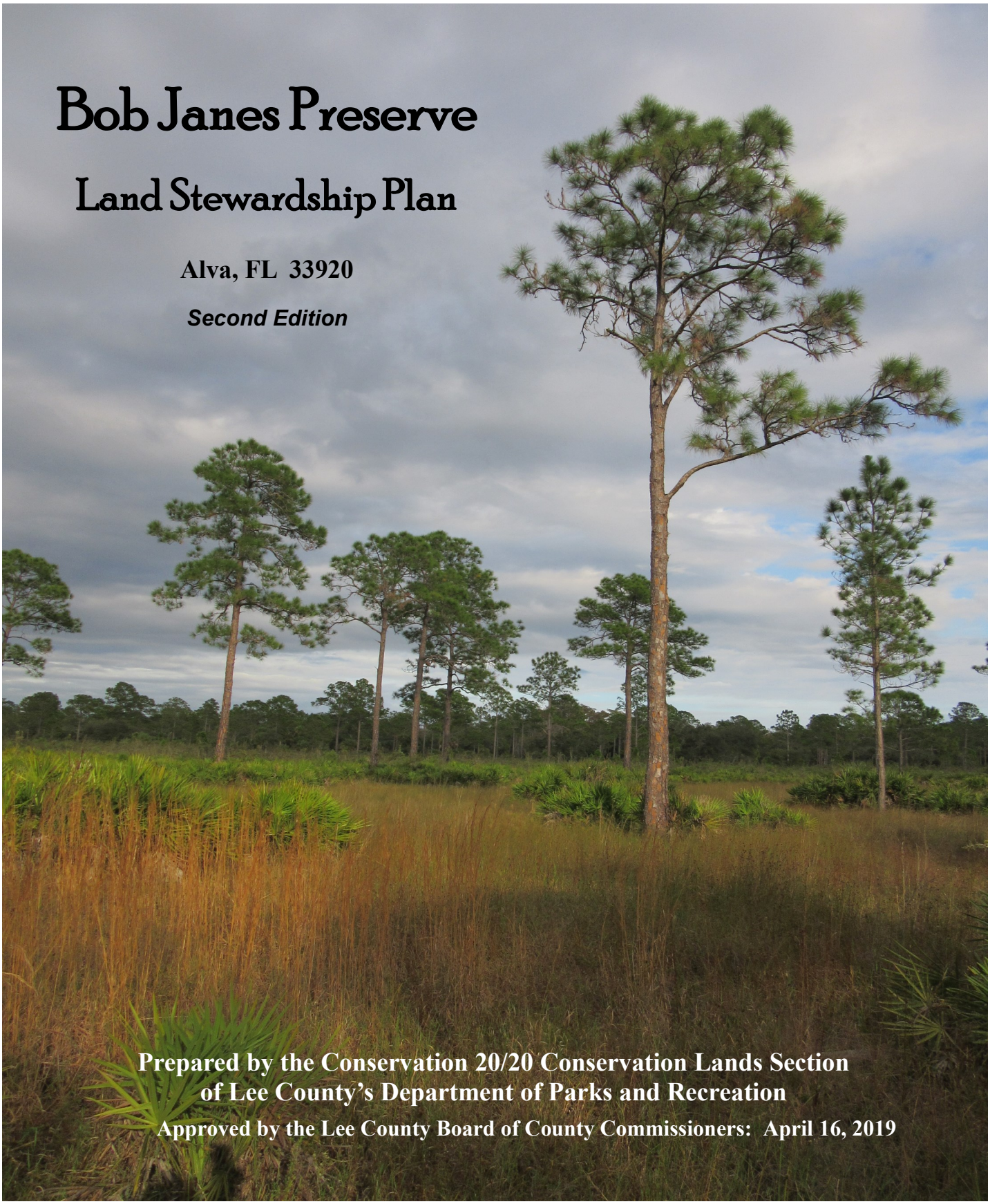
Bob Janes Preserve

Land Stewardship Plan

Alva, FL 33920

Second Edition



Prepared by the Conservation 20/20 Conservation Lands Section of Lee County's Department of Parks and Recreation

Approved by the Lee County Board of County Commissioners: April 16, 2019

Acknowledgements

Thank you to Laura Jewell for researching a multitude of documents to compile relevant information and assistance with writing of this plan. Special thanks also goes to volunteer Barb Ross for the countless hours of feeling lost while exploring old swamp buggy trails and firelines, cutting Brazilian pepper, and removing tree stands, barbed wire, and lots of trash from the site during fieldwork for the writing of this plan.

Laura Greeno

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List of Acronyms

BJP	Bob Janes Preserve
BOCC	Board of County Commissioners
BRC	Babcock Ranch Community
BRI	Babcock Ranch Inc.
BRM	Babcock Ranch Management, LLC
BRP	Babcock Ranch Preserve
C20/20	Conservation 20/20
CRP	Caloosahatchee Regional Park
ESA	Environmental Site Assessment
FDACS	Florida Department of Agriculture and Consumer Services
FDEP	Florida Department of Environmental Protection
FFS	Florida Forest Service
FLEPPC	Florida Exotic Pest Plant Council
FLU	Future Land Use
FNAI	Florida Natural Areas Inventory
FPL	Florida Power and Light
FWC	Florida Fish and Wildlife Conservation Committee
IRC	Institute for Regional Conservation
LCDCD	Lee County Department of Community Development
LCDNR	Lee County Division of Natural Resources
LCPR	Lee County Parks and Recreation
LiDAR	Light Detecting and Ranging
LSOM	Land Stewardship Operations Manual
MU	Management Unit
NECTRP	North East Caloosahatchee Tributaries Restoration Project
NOAA	National Oceanographic and Atmospheric Administration
ORV	Off-road Vehicle
PARI	Piper Archaeological Research, Inc.
SFWMD	South Florida Water Management District
STRAP	Section-Township-Range-Area-Block Lot (Parcel)
TCP	Telegraph Creek Preserve
USACOE	United States Army Corps of Engineers
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service

VISION STATEMENT

It is the vision of the Lee County Department of Parks and Recreation and the Conservation 20/20 Program to restore parts of Bob Janes Preserve to a productive, functional and viable ecosystem while maintaining the acreage that is currently at this level. The conservation goals for the management of this preserve will enhance hydrologic features, control invasive non-native species, and thus improve wildlife habitat and water quality. Maintaining plant communities with prescribed fire and removing invasive exotic plants and animals are objectives for the management of this preserve. The preserve will continue to provide habitat for gopher tortoises, Florida panther, Florida black bear and other wildlife species, while providing seasonal access, resource-based recreation to Lee County residents and visitors.

I. EXECUTIVE SUMMARY

Bob Janes Preserve (BJP) is located in Alva, in northeast Lee County along the Lee/Charlotte county boundary. The closest major roads are North River Road (approximately 0.5 miles to the south) and State Road 31 (almost 5 miles to the west). Public roads do not connect to the preserve. BJP encompasses all of Sections 01 and 12 of Township 43 South, Range 26 East; all of Sections 04 – 08, Township 43 South, Range 27 East; all but the southeastern corner of Section 09, Township 43 South, Range 27 East; the north half of Section 18, Township 43 South, Range 27 East and the north half of the northeast quarter and the entire northwest quarter of Section 17, Township 43 South, Range 27 East. The 5,620 acre preserve was acquired on July 31, 2006 for a purchase price of $41,538,620 through the Conservation 20/20 program (C20/20). The C20/20 Program was originally established in 1996 after Lee County voters approved a referendum that increased property taxes by up to 0.5 mil for the purpose of purchasing and protecting environmentally sensitive lands.

In the early 2000s a group of citizens incorporated as the Babcock Preservation Partnership (BPP) to lobby for the acquisition of the 91,361 acres of Babcock land, by the State of Florida. Following state acquisition of 73,239 acres BPP donated the remainder of their funds toward management and recreation. The donation was used to fund part of the initial berm and breach hydrologic restoration work, along with trail markers for the initial hiking loop.

Prior to 2015, BJP was managed as part of Babcock Ranch Preserve by a consortium of people from agencies, local governments and Babcock Ranch Community staff. In 2015, management was shifted to a private entity. At that time, Lee County staff made the decision to take over management of the Lee County portion of Babcock Ranch Preserve and separate BJP from outside management on July 31, 2016.

Natural elevations at BJP range from 32.9’ at the north end and slope in a general southerly direction to 13.5’. Lower elevations are associated with some of the wetlands and creeks including Telegraph Swamp, Telegraph Creek and Cypress Creek.

There are 24 different soil types found at BJP. A common relationship for all of these soil types is that their slopes range from 0-2%. The most common soil (36%) is Oldsmar Sand, typical of mesic flatwoods. Malabar Fine Sand and Malabar Fine Sand Depressional (34% combined coverage) are the two other common soil types and are associated with wetlands.

The preserve consists of 17 natural or altered plant communities described by the Florida Natural Areas Inventory. Mesic and wet flatwoods are the most common plant communities (51%) and almost two-thirds of the preserve is classified as uplands. A little over 23% of the preserve consists of altered communities.

Beginning in the early 1980s, flatwoods were cleared on the eastern and southern portions of the preserve, and ditches with berms were constructed to divert water from these agricultural clearings. Some of the fill was used to begin construction of a raised access road. Although no documentation exists, it is likely that culverts were installed in this roadway to enhance drainage of the cypress areas adjacent to the fields. Clearing

continued through 1994 to create the cleared fields that exist today, along with the extensive ditches and berms around their perimeters. The Southern Lightered Canal and Big Island Canal were the two major alterations of hydrology prior to the field clearing activities.

The goal of this land management plan is to identify preserve resources, develop strategies to protect those resources and continue with restoration activities to maintain BJP as a productive, functional and viable ecosystem while ensuring the preserve will be managed in accordance with Lee County Parks and Recreation's Land Stewardship Operations Manual. Management activities at BJP will focus on control of invasive exotic plant and animal species, providing ecologically sound resource-based recreational opportunities, maintaining ecosystems with prescribed fire and creating conditions for future expansion of listed species from adjacent conservation lands onto BJP. A large scale hydrologic study of BJP and surrounding lands is planned, along with low impact alterations to farm fields over the next 15 years. A Management Action Plan that outlines restoration and management goals has been developed. This plan outlines these goals and strategies, explains how to accomplish these goals, and provides a timetable for completion. This land management plan will be revised in ten years (2019).

TABLE 1: MANAGEMENT WORK SUMMARY (2016-2018)

Natural Resource Management

- ✓ Cogongrass and lygodium have been treated on 1,621 acres of the preserve as of 7/1/2018. Of the 1,621 acres 393 also received treatment for all Category 1 and 2 invasive exotic plant species. This work was completed using Conservation 20/20 funding and funding from the Florida Fish and Wildlife Commission.
- ✓ 873 acres have been prescribed burned since September 2016.
- ✓ Gopher tortoise surveys and burrow marking has been conducted on 514 acres in preparation for future mechanical brush reduction work.
- ✓ In June and July of 2018, 500 acres were rollerchopped to improve gopher tortoise habitat by reducing palmetto and shrub heights.
- ✓ Work began to widen and improve primary internal and perimeter firelines.
- ✓ Fieldwork was completed to determine layout of management units, burn units, old buggie trails to close, and firelines to maintain.
- ✓ Cattle lease was altered to place cattle on the former agricultural fields only.

Restoration Projects

- ✓ Agricultural ditch berm and breach hydrologic restoration project- funding was obtained by C20/20 staff through grants from South Florida Water Management District.
- ✓ A washout on Big Island Canal was repaired with installation of flexamat and riprap.

Overall Protection

- ✓ Trash has been removed from the preserve and hunt cabin during staff workdays. A contractor removed 22,620 pounds of metal, including culverts and a tractor disk, related to the former agricultural operations.
- ✓ Three miles of the north property line were surveyed and new perimeter fence and fireline were installed.
- ✓ Boundary signs have been installed along perimeter fence.
- ✓ Trees downed by Hurricane Irma in 2017 were removed from firelines, fences and the hunt cabin roof.

Public Use

- ✓ The Scott Estabrook memorial bench was installed along the hiking trail in late 2011.
- ✓ In early 2012 a one mile hiking trail, accessed from Telegraph Creek Preserve, was created for public use. Mowing and trail maintenance are done on an as-needed basis.

II. INTRODUCTION

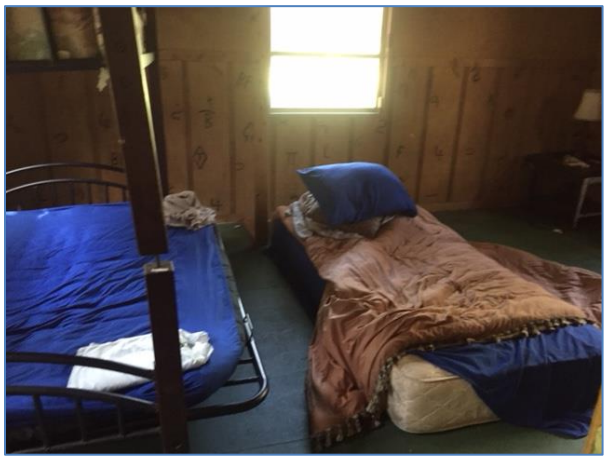
Kitson & Partners purchased the Babcock Florida Company that owned the entire Babcock Ranch (91,361 acres) on July 31st, 2006. That same day they sold 73,471 acres to the state of Florida Babcock Ranch Preserve (BRP) and Lee County (BJP) and retained 17,890 acres for the future Babcock Ranch Community. A group of citizens incorporated the Babcock Preserve Partnership to lobby for the acquisition of the acreage for conservation and, after their successful work, donated the remainder of their funds toward management and recreation. The donation was used to fund part of the initial berm and breach hydrologic restoration work, along with trail markers for the initial hiking loop.

BJP (STRAPs 01-43-26-00-00001.0000, 12-43-26-00-00001.0000, 04-43-27-00-00001.0000, 05-43-27-00-00001.0000, 06-43-27-00-00001.0000, 07-43-27-00-00001.0000, 08-43-27-00-00001.0000, 09-43-27-00-00001.0000, 17-43-27-00-00001.0000 and 18-43-27-00-00001.0000.) was purchased on July 31, 2006 through Conservation 20/20 for $41,538,620. Lee County staff applied for and received a grant through the National Oceanic and Atmospheric Administration (NOAA) for $2,807,531 which was applied to the acquisition cost. A conservation easement was placed on 1,123 acres of BJP as a condition of this grant.

The preserve consists of 17 natural or altered plant communities described by the Florida Natural Areas Inventory (FNAI). Mesic and wet flatwoods are the most common plant communities (51%) and almost two-thirds of the preserve is classified as uplands. A little over 23% of the preserve consists of altered communities.

Prior to management by C20/20, Kitson and Partners conducted pine thinning in several areas of the preserve along with several prescribed burns. C20/20 staff installed a one mile hiking trail connecting to the trail system on Telegraph Creek Preserve.

After C20/20 took over management of the preserve in August of 2016, staff began working to remove debris from the preserve and cabin area. Debris included old grills, pvc piping for makeshift water supply to recreational vehicles (RV), barrels of beverage bottles and cans, old food, sleeping bags, bedding, and other materials associated with the former hunt lease RV and camp locations. Tree stands, old feeders and bait setups were also removed. Old irrigation pipes, pvc pipes and old culverts are still scattered across the site but are hauled out as time and water levels allow. Staff and contractors have hauled 30,000 pounds of metal out of the former agricultural areas. Below are a few photos of trash removed by staff.



The site coordinator mapped all trails within the preserve and determined which would be used for management/firelines and for public use. Trails through wetlands and cypress areas, as well as those redundant to other lines were identified for rehab or allowed to revegetate to minimize disturbance and diversion of sheetflow. Once firelines were identified, C20/20 heavy equipment operators began mowing the lines open and disking areas to prep for prescribed burns and provide breaks in fuels in the event of a wildfire occurrance. Public use trails will be placed on firelines to minimize impact and maintenance needs.

Existing fence at the time of acquisition did not accurately border the preserve along some boundaries. Three miles of the north fenceline incorporated approximately 25 acres of land in Charlotte County into our property while excluding approximately 15 acres of the preserve. Staff contracted surveyors to mark the property boundary and a contractor cleared the line, installed a 20 foot fire break and built new fence along the property line and relocated gates into the new line. Boundary signs have been installed on all perimeter fencing.

Since September of 2016 prescribed fire has been implemented on 768 acres. The goal is to keep the intact natural communities in good shape by focusing burn efforts on units in which the natural plant communities have not altered due to lack of fire or large scale invasive exotic plant infestations. Prior to or directly after burning, contractors and staff have treated invasive exotic plants in the units burned.

Through funding from Florida Fish and Wildlife Commission (FWC) and the C20/20 management fund cogongrass and lygodium has been treated on 1,621 acres. Of the 1,621 acres, 768 were also treated for all Category 1 and 2 invasive exotic plants. In-house treatments of pockets of melaleuca, cogongrass and lygodium have also occurred.

A gopher tortoise survey was completed in December of 2017 on 514 acres as preparation for rollerchopping to reduce palmetto and shrub height. This in turn will provide open areas for grasses and forbs to grow, thereby providing forage for the tortoises. Reduction of vegetation height is also beneficial for lower intensity prescribed burns in these units. Rollerchopping was done in June and July of 2018.

A washout on a bank of Big Island Canal was repaired in house after engineers were consulted on a plan. Heavy equipment staff placed flexamat mat on the bank along with small riprap at the base. After Hurricane Irma and other rain events the mat became undercut and additional flexamat and riprap was installed on 75 feet of ground leading to the canal bank mat.

In 2015, after the agricultural field leases were ended, Conservation 20/20 staff applied for and oversaw a grant funded hydrologic restoration project on several of the agricultural fields. This work involved engineered plans and construction of ditch plugs and berm breaches to allow some water that was going into Fitcher's Creek to sheetflow across the fields to slow down discharge during rainy season. Berm and breach work occurred along ditching associated with seven of the nine former agricultural fields. This work also slowed discharge from South Lightered Canal. Water that was being shunted away from the agricultural fields was allowed to flow onto the fields and slowly percolate through the soil or sheet flow across the field. This project also decreased the amount of nitrogen and phosphorous entering the Caloosahatchee River.

The purpose of this management plan is to define conservation and public use goals for Bob Janes Preserve. It will serve as a guide for Lee County's Department of Parks and Recreation (LCPR) to use best management practices and adaptive management strategies to ensure proper management and protection of the preserve. It also serves as a reference guide because of the field studies and research of scientific literature and historic records conducted by C20/20 staff that help to explain the preserve's ecosystem functions, its natural history and influences from human use.

III. LOCATION AND SITE DESCRIPTION

BJP is located in Alva, on northern Lee County boundary. Public roads do not access the preserve. The closest major roads are North River Road (approximately 0.5 miles to the south and State Road 31 (almost 5 miles to the west). BJP encompasses all of Sections 01 and 12 of Township 43 South, Range 26 East; all of Sections 04 – 08, Township 43 South, Range 27 East; all but the southeastern corner of Section 09, Township 43 South, Range 27 East; the north half of Section 18, Township 43 South, Range 27 East and the north half of the northeast quarter and the entire northwest quarter of Section 17, Township 43 South, Range 27 East. Caloosahatchee Regional Park (CRP) borders the site to the south, undeveloped land to the east, Lee-Charlotte County boundary line, Babcock Ranch Preserve (BRP) and the future Babcock community to the north and Telegraph Creek Preserve (TCP) and additional undeveloped property to the west (Figures 1 and 2).

The preserve consists of STRAPs: 01-43-26-00-00001.0000, 12-43-26-00-00001.0000, 04-43-27-00-00001.0000, 05-43-27-00-00001.0000, 06-43-27-00-00001.0000, 07-43-27-00-00001.0000, 08-43-27-00-00001.0000, 09-43-27-00-00001.0000, 17-43-27-00-00001.0000 and 18-43-27-00-00001.0000. BJP is 5,620.4 acres.

The preserve consists of both human-altered and natural plant communities that are mostly mesic and wet flatwoods and strand swamp (Telegraph Swamp). Agricultural uses have disturbed approximately 19% of the preserve.

Figure 1: Location Map

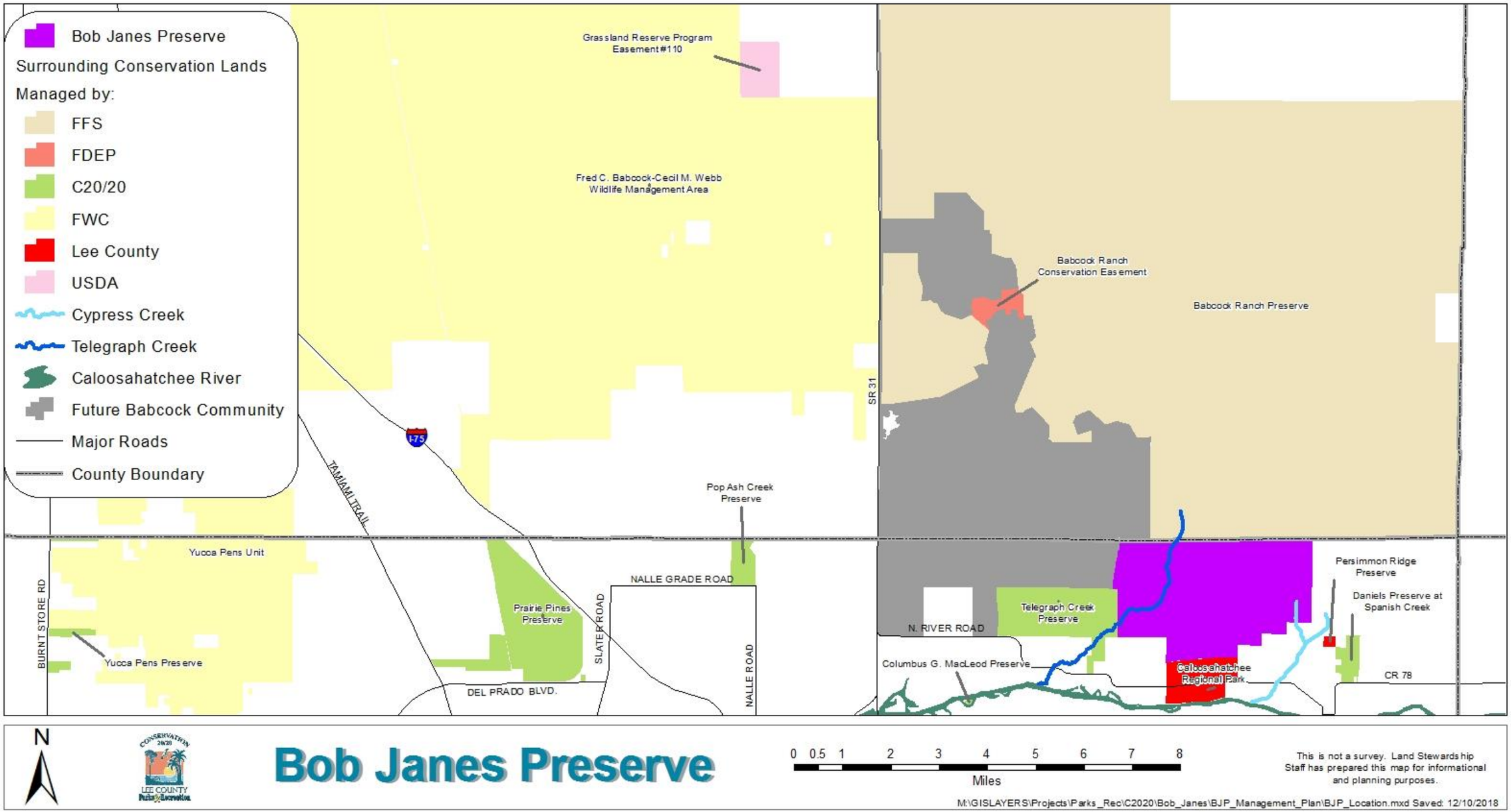


Figure 2: 2018 Aerial Map

IV. NATURAL RESOURCES DESCRIPTION

A. Physical Resources

i. Climate

Hurricane Irma passed over the preserve in September of 2017. This storm brought Category 2 winds directly over the area, resulting in hundreds of downed pines, oaks and cypress. Twelve inches of rainfall was recorded from the on-site rain gauge as a result of the storm. This rainfall, combined with the resulting sheetflow from surrounding lands, caused the banks of Telegraph Creek to overflow in the preserve and washouts occurred along firelines near Cypress Creek. Access to the preserve from Babcock Road was difficult due to washouts along the road and downed trees. A few weeks after the storm waters receded into the streambanks staff was able to begin the work of cutting trees off of firelines and the crown of an oak off the hunt cabin. In late October of 2017 tropical storm Phillipe dropped 2.08 inches of rainfall onto the already saturated preserve. These weather events provided a concrete example of how important a role large undeveloped conservation lands play in facilitating sheetflow, percolation and dispersion of water without large-scale expenditure of money for infrastructure and construction/excavation of large scale water storage areas.

General information on the climate of southwest Florida is located in the Land Stewardship Operations Manual's (LSOM) Land Stewardship Plan Development and Supplemental Information section.

ii. Geology

BJP lies on the boundary between two lithostratigraphic units, the Tamiami Formation and the Tertiary-Quaternary Sediments. Lithostratigraphic units are differentiated by the conditions under which they were formed and are formed during a specific interval of geologic time.

The southwest edge of BJP is located on the Tamiami Formation, which was created during the Pliocene Epoch between 5.3 and 1.8 million years ago. The Tamiami Formation contains a mix of fine to coarse-grained sand, sandy clay, fossiliferous sand and fossiliferous limestone. Phosphate is present throughout as are fossils, particularly barnacles, mollusks, corals, sea urchins, and smaller marine life.

The rest of BJP was created during the Pleistocene Epoch between 1.8 million to 10,000 years ago. This period is also known as the Ice Age, where huge ice sheets formed across Canada and the northern United States. When these ice sheets were formed, they consumed large quantities of seawater, dropping the current sea level 300 or more feet, which greatly increased the land area of Florida.

Additional information on the geologic features such as physiographic regions, formations and maps can be found in the LSOM's Land Stewardship Plan Development and Supplemental Information section.

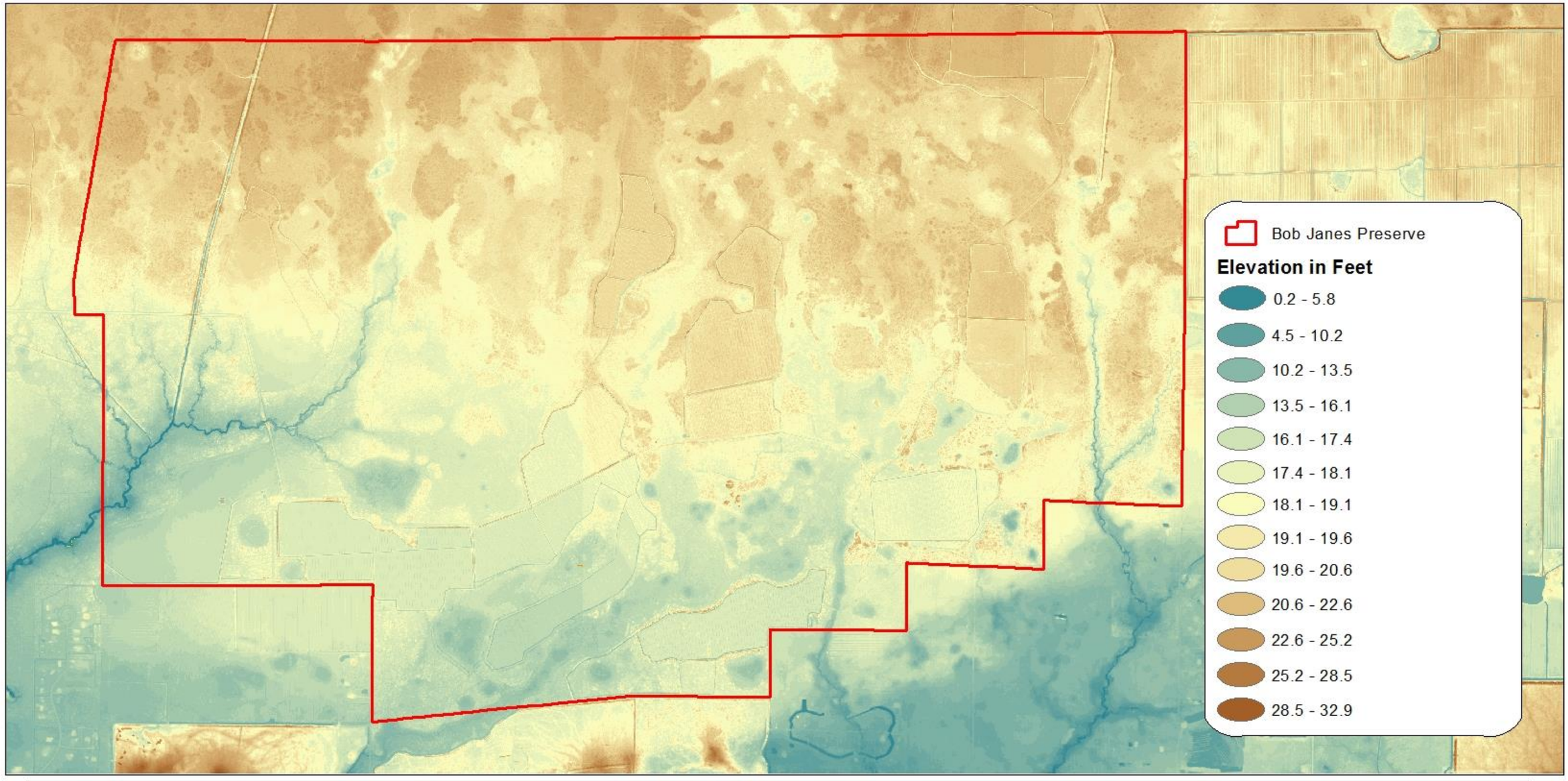
iii. Topography

The following topographic map (Figure 3) uses light detecting and ranging (LiDAR) data, which is an optical remote sensing technology that measures properties of scattered light to find range and/or other information of a distant target. These data were collected in 2007 and represents the published 5-foot digital elevation model. The change in color gradient visually demonstrates the change in elevation.

Natural elevations at BJP range from 32.9 feet above sea level at the north end and slope in a general southerly direction to 13.5 feet. Lower elevations are associated with some of the wetlands and creeks including Telegraph Swamp, Telegraph Creek and Cypress Creek.

Ditching and berming related to the agricultural fields, as well as the additional “fingers” of Telegraph Creek are distinct on the map.

Figure 3: LiDAR Map



iv. Soils

There are 24 different soil types found at BJP. A common relationship for all of these soil types is that their slopes range from 0-2%. The most common (36%) is Oldsmar Sand, typical of mesic flatwoods. Malabar Fine Sand and Malabar Fine Sand Depressional (34% combined coverage) are the two other common soil types and are associated with wetland habitats. Both the map (Figure 4) and the soils table are color coded to represent the likelihood of wetlands being present. Yellow and brown represent the driest portions of the preserve, green represents areas that may be saturated during the rainy season and blues represent the wettest portions of the preserve.

One unique soil, Caloosa Fine Sand, is located on the southern boundary of BJP, adjacent to CRP. This soil is formed by dredging and filling operations, in this case, by the dredging of the Caloosahatchee River. Permeability can be very slow. Soil is poorly suited for most plants unless topsoil is added to make a suitable root zone (Henderson 1984). Fortunately there is very little (2.1 acres) of this soil on the preserve. Refer to the LSOM's Land Stewardship Plan Development and Supplemental Information section for additional information on soil types and limitations.

Table 2: Soil Attributes

					Physical Attributes							*Biological Attributes*				
Soil Types	Map Symbol	Total Acres	% of Preserve	Habitats (Range Site)	Wetland Class (1)	Hydrologic Group (2)	Surface Permeability	Subsurface Permeability	Water Table within 10" of surface	Water Table below 10-40" of surface	% Organic Matter	Potential as habitat for wildlife in-- Openland	Woodland	Wetland	Rangeland	Limitations for Recreational Paths & Trails
Boca Fine Sand	13	58.2	1%	south Florida flatwoods		B/D	rapid	rapid	2-4 months	6 months	1-3%	fair	poor	fair	good	Severe: wetness, too sandy
Caloosa Fine Sand	66	2.1	<1%	--		B	variable	variable	variable	variable	n/a	very poor	very poor	poor	--	Severe: too sandy
Cocoa Fine Sand	55	5.7	<1%	longleaf pine-turkey oak hills		A	rapid	rapid	1-2 months	1-2 months	1-3%	poor	poor	very poor	--	Severe: too sandy
Copeland Sandy Loam, Depressional	45	8	<1%	freshwater marshes/ponds	P	D *	rapid	moderate	3-6+ months (ponded)	3-6 months	2-6%	very poor	very poor	good	--	Severe: ponding
Daytona Sand	17	2.5	<1%	sand pine scrub		B	very rapid	moderately r	none	1-4 months	0.5-1%	poor	poor	very poor	--	Severe: wetness, too sandy
Electra Fine Sand	76	105.1	2%	south Florida flatwoods		C	rapid	rapid	none	2-6 months	1-2%	poor	poor	poor	--	Severe: too sandy
Felda Fine Sand	12	12.3	<1%	slough	S	B/D	rapid	rapid	2-4 months	6 months	1-4%	fair	poor	fair	--	Severe: wetness, too sandy
Felda Fine Sand, Depressional	49	49.6	1%	freshwater marshes/ponds	P	B/D	rapid	rapid	3-6+ months (ponded)	4-6 months	0.5-6%	very poor	very poor	good	--	Severe: ponding, too sandy
Floridana Sand, Depressional	51	32.4	1%	freshwater marshes/ponds	P	D *	rapid	rapid	3-6+ months (ponded)	only in extended dry periods	6-15%	very poor	very poor	good	--	Severe: ponding, too sandy
Immokalee Sand	28	267	5%	south Florida flatwoods		B/D	rapid	rapid	1-3 months	2-6 months	1-2%	poor	poor	poor	--	Severe: wetness, too sandy
Malabar Fine Sand	34	960.9	17%	slough	S	B/D	rapid	rapid	2-4 months	> 6 months	1-2%	poor	poor	fair	--	Severe: wetness, too sandy
Malabar Fine Sand, Depressional	44	942.1	17%	freshwater marshes/ponds	P	B/D *	rapid	rapid	4-6 months (ponded)	4-6 months	1-2%	very poor	very poor	good	--	Severe: ponding, too sandy
Malabar Fine Sand, High	63	649.2	12%	south Florida flatwoods		B/D	rapid	rapid	4-6 months	only in extended dry periods	1-2%	fair	poor	fair	fair	Severe: wetness, too sandy
Myakka Fine Sand	11	6.8	<1%	south Florida flatwoods		B/D	rapid	rapid	1-3 months	2-6 months	<2%	fair	poor	poor	--	Severe: wetness, too sandy
Myakka Fine Sand, Depressional	53	4.3	<1%	fresh water marshes/ponds	P	D *	rapid	rapid	3-6 months (ponded)	3-6 months	1-2%	very poor	very poor	good	--	Severe: ponding, too sandy
Oldsmar Fine Sand, Limestone Substratum	50	9.8	<1%	cabbage palm flatwoods		B/D	rapid	rapid	2-4 months	> 6 months	1-2%	fair	fair	poor	fair	Severe: wetness, too sandy
Oldsmar Sand	33	2,003.90	36%	south Florida flatwoods		B/D	rapid	rapid	1-3 months	> 6 months	1-2%	fair	fair	poor	--	Severe: wetness, too sandy
Orsino Fine Sand	61	34.9	1%	sand pine scrub		A	very rapid	very rapid	none	none	<1%	poor	poor	very poor	--	Severe: too sandy
Pineda Fine Sand	26	59.9	1%	slough	S	B/D	rapid	rapid	2-4 months	> 6 months	0.5-6%	fair	poor	fair	--	Severe: wetness, too sandy
Pineda Fine Sand, Depressional	73	94.5	2%	freshwater marshes/ponds	P	D *	rapid	rapid	3-6+ months (ponded)	4-6 months	0.5-6%	very poor	very poor	good	--	Severe: ponding, too sandy
Pompano Fine Sand	10	8.5	<1%	slough	S	B/D	rapid	rapid	2-4 months	6 months	1-5%	poor	poor	fair	--	Severe: wetness, too sandy
Valkaria Fine Sand	14	9.8	<1%	slough, edge flatwoods	S	B/D	rapid	rapid	1-3 months	6 months	1-4%	poor	poor	good	--	Severe: wetness, too sandy
Wabasso Sand	35	200.4	4%	south Florida flatwoods		B/D	rapid	rapid	2-4 months	> 6 months	1-4%	poor	fair	poor	--	Severe: wetness, too sandy
Wabasso Sand, Limestone Substratum	42	91.9	2%	south Florida flatwoods		B/D	rapid	rapid	1-3 months	2-4 months	2-5%	poor	fair	poor	--	Severe: wetness, too sandy

Color Key:

- Upland
- Moist (Wetlands Rarely Present)
- Wet (Wetlands Sometimes Present)
- Wetter (Wetlands Often Present)
- Wettest (Wetlands Very Often Present)

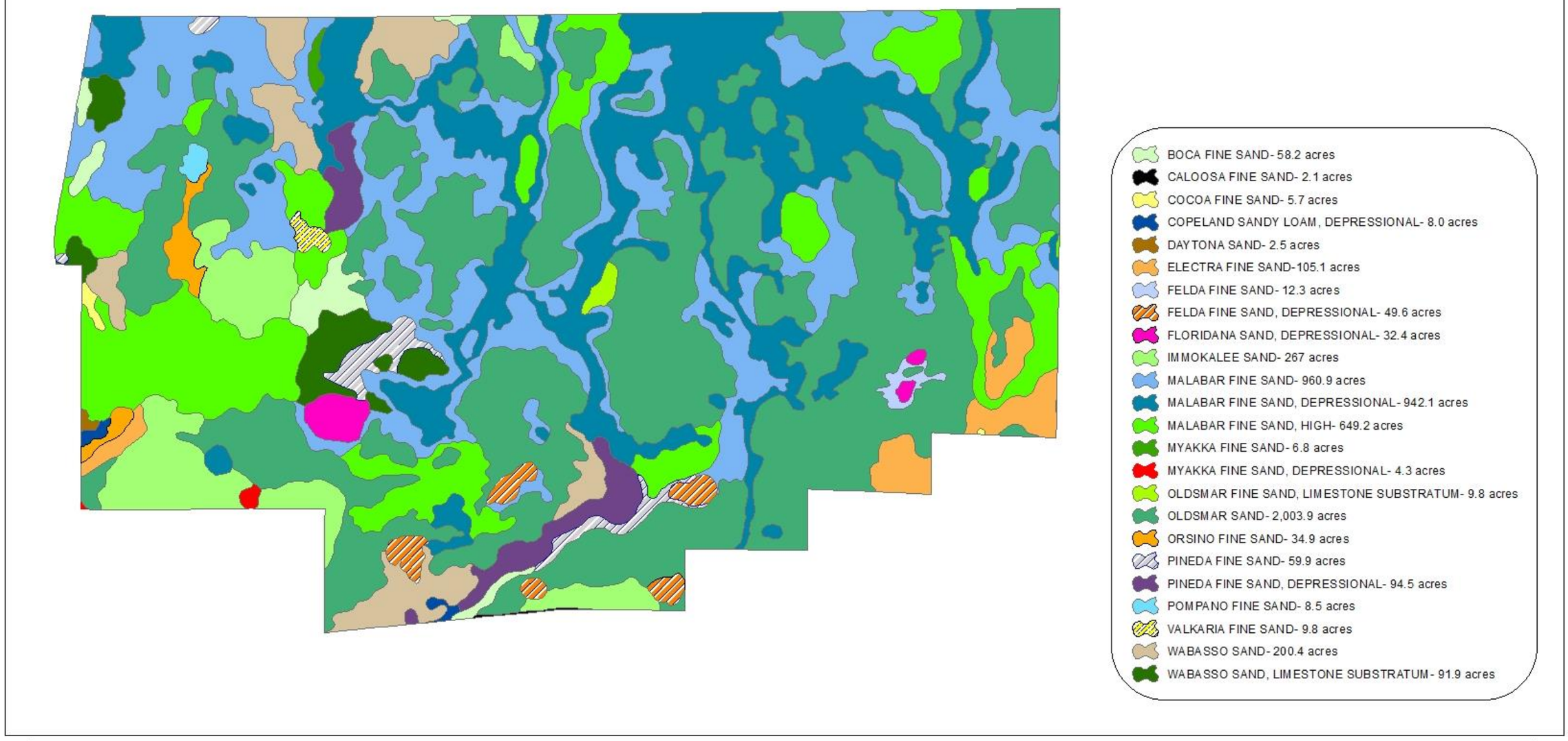
(1) S - Slough (sheet flow): A broad nearly level, poorly defined drainage way that is subject to sheet-flow during the rainy season.

P - Ponding: Standing water on soils in closed depressions. The water can be removed only by percolation or evapotranspiration.

(2) * Water table is above the surface of soil

A - Soils having a high infiltration rate (low runoff potential) when thoroughly wet
B - Soils having a moderate infiltration rate (low to moderate runoff potential) when thoroughly wet.
C - Soils having a slow infiltration rate (moderate to high runoff potential) when thoroughly wet.
D - Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet.

Figure 4: Soils Map



v. Hydrologic Components and Watershed

Portions of three different watersheds bisect the boundaries of BJP. The South Florida Water Management District (SFWMD) and Lee County Division of Natural Resources (LCDNR) define the watershed boundaries and names, which are slightly different (Figure 5). The western most portion of BJP lies within the Northeast Lee Density Reduction/Groundwater Resource. General information on hydrology and watersheds is located in the LSOM Land Stewardship Plan Development and Supplemental Information section.

Three creeks, Cypress, Fichter's and Telegraph, flow southerly from the interior of BJP and connect with the Caloosahatchee River. The headwaters of Telegraph Creek and Fichter's Creek originate in Charlotte County, while the headwaters of Cypress Creek originate in cypress swamps within the boundary of BJP. The creeks primarily flow only during rainy season and high rainfall events within the boundaries of BJP. LCDNR commissioned a study for improvements to Fichter's Creek after considerable flooding caused by Tropical Storm Fay in August 2008. At that time, the suggestions included improving culverts, creating water detention areas with water control structures on Caloosahatchee Regional Park (CRP), and improving berms and ditches. All of this work was to occur south of BJP. Work began in 2018 to install a new culvert under North River Road on Fichter's Creek, and filter marsh creation along the western boundary of the north side of CRP. This project will result in more water remaining upstream of the project area for longer periods, which influences water levels along Fichter's Creek within BJP.

At the time of the study, BJP was considered "off-limits" for this project due to the agricultural operations. In 2015, after the agricultural field leases sunset, Conservation 20/20 staff applied for and oversaw a grant funded hydrologic restoration project on several of the agricultural fields (Appendix A). This work involved engineered plans and construction of ditch plugs and berm breaches to allow some water that was going into Fitcher's Creek to sheetflow across the fields to slow down discharge during rainy season. Berm and breach work occurred along ditching associated with 7 of the 9 former agricultural fields. This work also slowed discharge from South Lightered Canal. Water that was being shunted away from the agricultural fields was allowed to flow onto the fields and slowly percolate through the soil or sheet flow across the field. This project also decreased the amount of nitrogen and phosphorous entering the Caloosahatchee River.

There are numerous alterations that affect the preserve's hydroperiod and southerly sheet flow across the property, many of which are associated with former agricultural activities. Constructed in the 1930s, the Big Island Canal drains water from the northern end of Telegraph Swamp (off-property) and shunts it directly into Telegraph Creek. This canal was designed to drain land to allow for growing crops on property to the north and flow is controlled today by agricultural entities associated with Babcock Ranch Preserve and the Babcock Ranch development. The water quality of Telegraph Creek is affected by this diversion since the water no longer flows through the swamp where it would have additional filtration and nutrient uptake (Pandion 2008). Water quality samplings for Telegraph Creek in 1997 and for the Big Island Canal in 2002 showed both were considered healthy but the quality of Telegraph Creek was better (Pandion 2008). The

topography map (Figure 3) shows fingers of Telegraph Creek that are no longer hydrated due in large part to the construction of the canal. These fingers accumulate some water in rainy season but dry up quickly and results in occasional small scale natural fish kills.

A second canal, known as South Lightered Canal is located on the eastern side of the preserve north of Cypress Creek. It was dug prior to 1953 and drains cypress swamp to the north on Babcock Ranch Preserve. During rainy season the canal flows, but during dry season it is a wide sandy swath unless weirs to the north are opened. The canal feeds into the upper reaches of Cypress Creek but was not dug directly into the creek. The canal diverts water downstream away from the cypress areas adjacent to the canal and rushes it into the hammock around the creek during heavy rain events or upstream releases. As part of Conservation 20/20s grant funded ditch plug and berm breach work associated with the agricultural fields, three berm breaches were installed in this canal to allow some water to bleed onto the field in the northeast corner of the preserve.

Beginning in the early 1980s, flatwoods were cleared on the eastern and southern portions of the preserve and ditches with berms were constructed to divert water from these agricultural clearings. Some of the fill was used to begin construction of a raised access road. Although no documentation exists, it is likely that culverts were installed in this roadway to enhance drainage of the cypress areas adjacent to the fields. Clearing continued through 1994 to create the cleared fields that exist today, along with the extensive ditches and berms around their perimeters. Prior to clearing the flatwoods would have provided land for water to sit on as it slowly percolated into the aquifer. Today, water flows faster off the property due to the clearings and ditches. An initial attempt to retrofit the ditches and water diversion off property began in 2015 and was completed in 2017. This involved engineering ditch plugs and berm breaches to allow water from some ditches to bleed into the fields and percolate. Details on this work can be found in the Work Done to Date section of this plan.

Flow of water through every cypress swamp/strand has been either blocked by the raised roadway or culverted to drain quickly instead of stacking and spreading out into the flatwoods adjacent to the cypress systems. During rainy season staff has observed some cypress areas with very low water levels while water flows through culverts toward the south. Instead of sheetflowing across the preserve and stacking in the lower cypress and creek “fingers” water is channelized south eventually into the Caloosahatchee River. Many culverts are collapsed, have shifted to aim upwards or are filled with debris which adds to the random alterations of flow. Staff has mapped culverts as they are encountered but others likely exist. Retrofitting the culvert system will be a high priority for restoration efforts.

Another impact present across the preserve resulted from vehicle use compacting soils and creating trails which are lower than the natural grade of the land. These trails act as small ditches across the property, diverting water from sheetflowing across the flatwoods and around cypressheads. Measurements by staff in the most heavily used swamp buggy trails have elevation changes of 4-6 inches across the trail. Staff will work to remove two track trails that cross marshes and wet prairie, establish public use trails only on firelines in non-cypress areas on the western portion of the preserve (not crossing through Telegraph Swamp) and restrict vehicle use to designated trails only.

Contractors will be given driving access maps for all work done on the site to restrict use of trails which will be rehabbed. With the elimination of the hunting lease on BJP in fall of 2016, swamp buggy/off road vehicle use through the property is no longer a continuing impact. The natural hydrologic features in addition to the berms, ditches, culverts and the restoration areas can be seen in Figure 6.

In 1971, SFWMD permitted an independent water control district (Telegraph Cypress Water Management District) over portions of Lee and Charlotte Counties within the boundary of BRP. BRP has its own water control plan that directs the infrastructure including several water control structures, all located outside of BJP's boundary. After the sale of the property, SFWMD took over management and new operating procedures were established for the water control structures (Permit Number 08-00004-S). At the same time, drainage easements were issued on BRP for the Babcock Ranch Community. Through the development order permitting for Babcock Ranch Community (BRC), Big Island Canal has been permitted as a discharge flowway for the development. Permits and planning documents for the development known as Babcock Ranch reference historic flow ways into Telegraph Creek both through Telegraph Creek Preserve and BJP. Staff will stay abreast of changes proposed to water flow quantity and quality as the development progresses.

A study of culverts, ditches and other alterations of water flow and low impact remedies will be conducted as a first step in preparing a master hydrologic restoration plan for the preserve. Water flow alterations will need to ensure upland areas are not negatively impacted due to the presence of many upland dependent listed species and take into consideration public use trails, future discharges from the Babcock Ranch Community into historic flow ways and Big Island Canal, and the need for a balance of wetland and upland community diversity. Restoration of fields into seasonal wetlands will go a long way toward holding water on-site longer, strategic ditch filling and removal/replacement of culverts and construction of low water crossings in the roadway to reconnect flow through the swamp will restore slower sheetflow patterns and provide a longer hydroperiod in the cypress systems. Installation of pumps and other infrastructure will not be pursued. The fields identified as Management Units 1A and 4A (Figure 27) will not be altered to receive additional sheetflow. These areas are adjacent to higher scrubby plant communities and will serve as expansion areas for gopher tortoises (*Gopherus polyphemus*) and foraging fields for caracaras (*Caracara cheriway*).

In 1974, the United States Fish and Wildlife Service (USFWS) directed its Office of Biological Services to conduct an inventory of the nation's wetlands. Wetlands were identified on aerial photography by vegetation, visible water features and geography, and subsequently classified in general accordance with the Classification of Wetlands and Deep Water Habitats of the United States (Cowardin et al. 1979). In 2013 USFWS reviewed aerials and updated the inventory. More information about the different classifications can be found there, or in the LSOM's Land Stewardship Plan Development and Supplemental Information section

Based on the federal National Wetlands Inventory evaluation, approximately 620 acres of the preserve is classified as wetlands (Figure 7). The majority of the wetlands identified on the preserve are shown as freshwater forested/shrub wetland associated with the cypress systems. The preserve also contains freshwater emergent wetlands

associated with the marshes. These wetlands are important for improving water quality, controlling flooding, and reducing erosion, while providing habitat for a wide variety of plants and animals.

Figure 5: Watershed Map

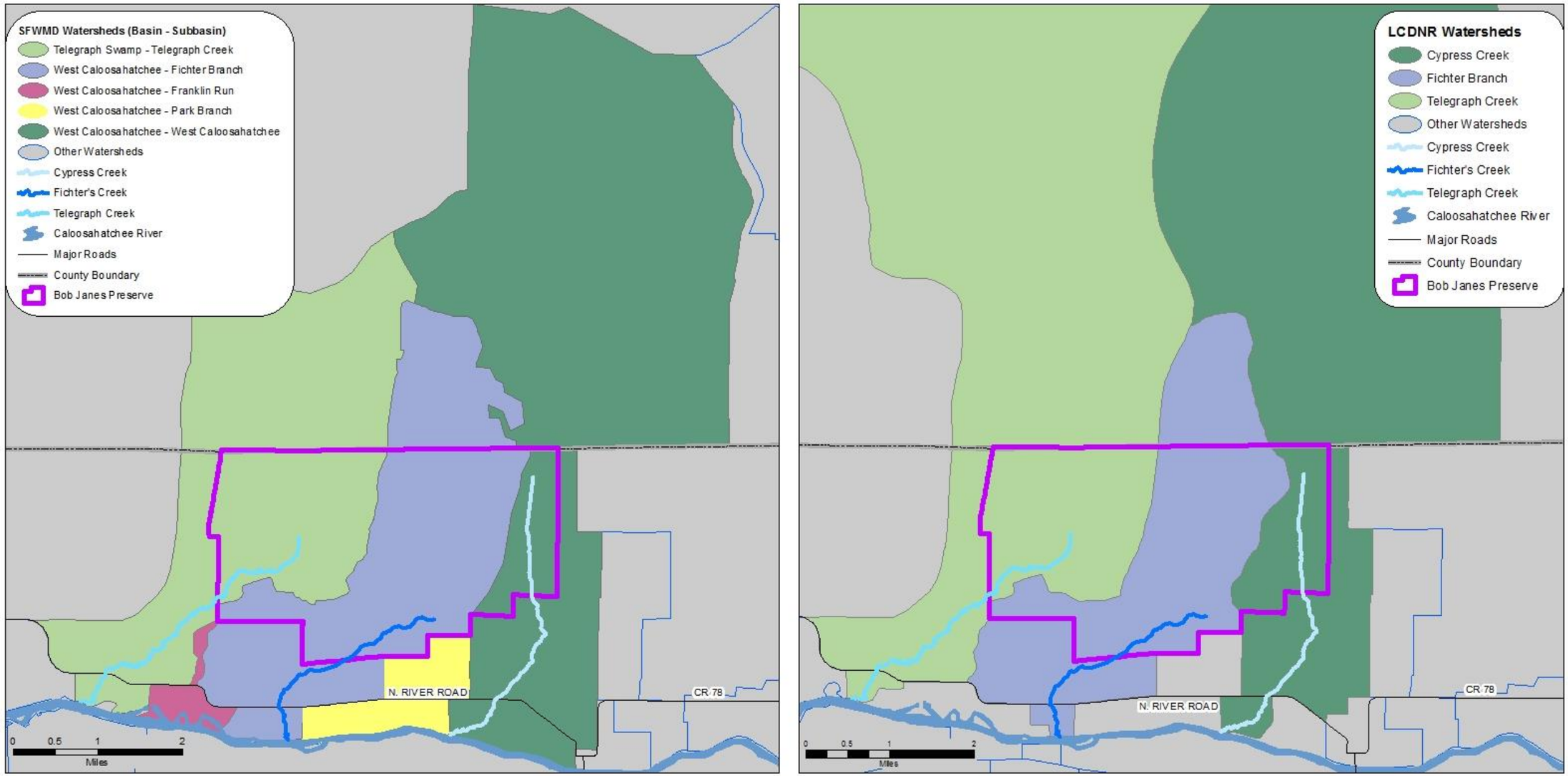


Figure 6: Hydrological Components Map

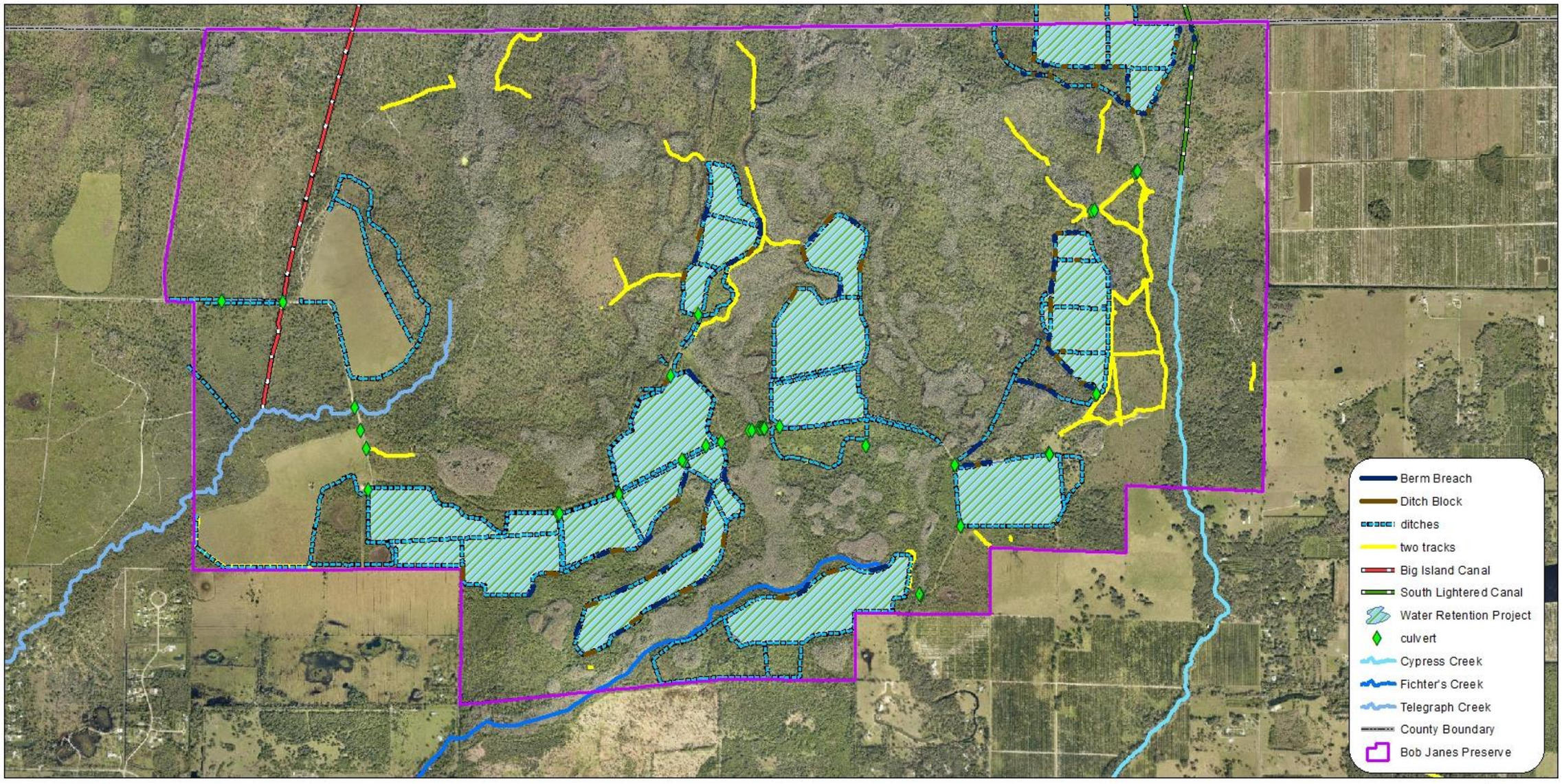
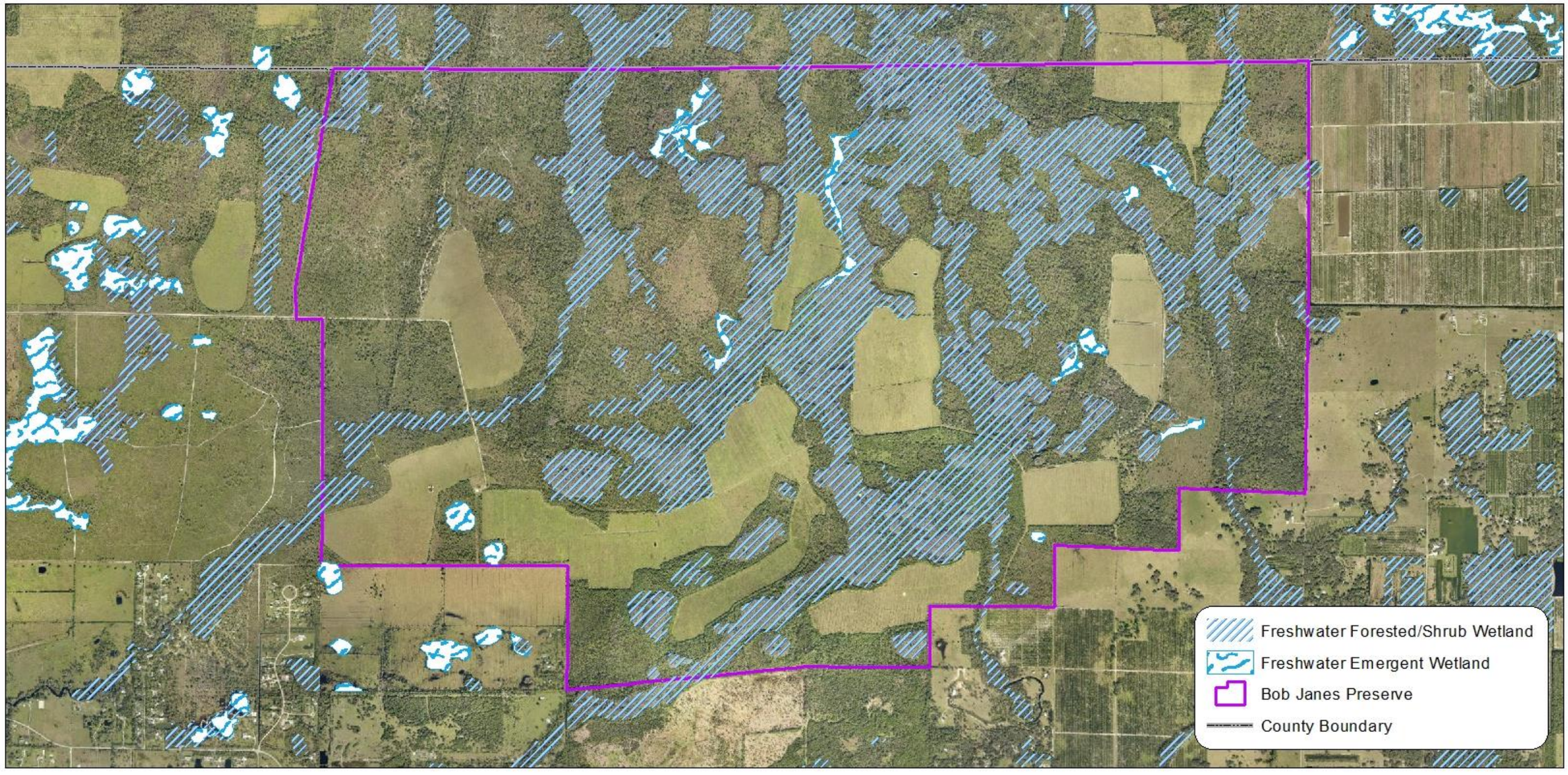


Figure 7: National Wetlands Inventory Map



B. Biological Resources

i. Ecosystem Function

South Florida hammocks tend to be similar and are dominated by evergreen overstory species such as live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), swamp bay (*Persea palustrus*) and understory species such as saw palmetto (*Serenoa repens*) and *Ilex* species (Myers and Ewel 1990). In the oaks, many bromeliads collect water between their leaves, serving as a habitat for small animals and a water source in drier months. During the late spring and summer months, the rain begins to fall and the soils of the hammocks become saturated and standing water sits on the site, slowly percolating down to the aquifer, or forming sheetflow and moving across the watershed. In the fall when the rains end, the water recedes but the soils often remain saturated less than a foot below the surface.

Pine flatwoods provide essential cover and forage material for a variety of birds, mammals, reptiles and amphibians including gopher tortoise, eastern indigo snake (*Drymarchon couperi*) and Florida black bear (*Ursus americanus floridanus*). Birds find shelter in the palmetto understory, nest in the tall pines and forage in the grasses. Healthy open flatwoods are important for viable populations of Sherman's fox squirrel (*Sciurus niger shermani*) for nesting and foraging. There are a number of rare wildlife species that primarily occur in the flatwoods, as well as numerous rare plants, including some endemic species. During the wet season, these communities provide dry refuge for non-aquatic animals. During a severe flood, the flatwoods serve as a water storage area to help protect adjacent land from flooding (Tiner 1998). Hydric pine flatwoods function seasonally as both a wetland and upland. This hydrologic transformation allows for an abundant diversity of flora, which in turn, supports a wide range of wildlife (USFWS 1999).

Red-cockaded woodpeckers (*Picoides borealis*) and Florida bonneted bats (*Eumops floridanus*) colonies reside within a few miles of BJP. Both are state and federally listed and have the potential to establish populations in the pine flatwoods of the preserve. On BJP it will be important to preserve upland communities and minimize additional water into these areas during hydrologic restoration planning. Staff is working on partnerships with FWC to expand red-cockaded woodpeckers onto BJP.

Fire is an important part of pine flatwoods. Florida has more thunderstorm days per year than anywhere else in the country and, in turn, one of the highest frequencies of lightning strikes of any region in the United States. Fire shapes ecosystem processes in the flatwoods including creation of soil conditions suitable for germination of seeds of some species, turnover of litter, humus and nutrients, reduction of competition from hardwoods and increasing the hardiness of some species (Myers and Ewel 1990). Mechanical thinning and roller chopping of pine flatwoods is beneficial, especially in areas that have suffered fire suppression or have had hydrologic alterations to surrounding lands, which in turn creates conditions favoring growth of pines over hardwood species. Without regular fire in conjunction with mechanical work, pine flatwoods can become dense stands of palmetto and have tall weak pines which block sunlight from reaching the ground, further decreasing the biodiversity and coverage of

native grasses and wildflowers that gopher tortoises, quail and many other species depend upon.

The freshwater wetlands of south Florida are important to a variety of wildlife and people. Birds feed, fish and frogs live and breed, and people rely on these marshes to improve water quality and recharge the aquifers. Seasonal changes profoundly affect the hydrological conditions of these wetlands. During the late spring and summer months, the rain begins to fall and the wetlands fill to capacity. Fish populations begin to increase both in number and biomass. In the fall when the rains end, the water recedes and the fish are concentrated in the shallow marshes. The wading birds then come in to feast which in turn aids the remaining fish by decreasing the density and increasing the availability of dissolved oxygen. On occasion fish are trapped and die in what looks to be a fish kill. This natural event provides nutrients for wetland plants and food for scavengers. Most wildlife utilizing these communities have adapted by migrating from one wetland to another as the shallow ones dry up.

The depression marshes are also important to some species of wading birds for their nesting success. For example, the white ibis (*Eudocimus albus)* chooses nesting sites near marshes that have appropriate drying conditions. Some herons and wood storks (*Mycteria americana*) need specific falling water level conditions over a prolonged four-month nesting season. The faster the marsh dries, the sooner nesting starts. If the water level rises, then nesting success declines (Myers and Ewel 1990).

This drying period is not only important to the fauna but also to the flora. Plants in these areas also benefit from the seasonal wet/dry flux. The plants in these wetlands become completely dry, die, decay and release nutrients that are bound in their tissues. This makes the soils highly productive for the next wet season. Typically, these plants have low nutrient requirements so they stockpile the excess, which is beneficial to herbivores feeding upon them. Most aquatic plants cannot germinate under water and require a drying phase.

Forested freshwater wetlands include cypress swamps and strands as well as hydric hammock communities. These areas provide excellent cover and foraging for woodpeckers, warblers and other migratory songbirds. Animals depend on the health and long-term viability of the cypress communities for nesting, breeding and feeding. These forested wetlands are highly productive ecosystems, which are directly related to the hydrologic conditions within them. Healthy cypress communities capable of sustainable reproduction occur in depressions with a hydroperiod of approximately 250-290 days and maximum water levels of one to two feet (Duever et al. 1986). The lower hydroperiod and water level ranges produce smaller cypress and the upper ranges produce larger ones. The cypress domes, or heads, are depressions in which the largest cypress trees occur in the center and get progressively smaller from the center out. Water percolates through the water table. The conditions for growth (long hydroperiod) are much better in the center as opposed to the edges due to more organic soils in the center. The larger cypress trees populate the lower areas with longer hydroperiods. In the areas where the water is too deep for cypress, treeless ponds occur within the domes, supporting a variety of plants and wildlife. These forested systems play a vital role by storing rainwater and improving water quality by

filtering nutrients and pollutants. Many of the cypress areas on BJP have had water diverted away from them due to Big Island Canal and South Lightered Canal.

Disturbed portions of BJP also have an important function. The ditches provide areas for alligators while wetlands across the site dry down. The abandoned fields provide open habitat for the American kestrel (*Falco sparvarius),* crested caracara and wild turkey (*Meleagris gallopavo*). The sparseness of trees allows these birds a field of view to watch for predators as well as foraging opportunities on insects, small mammals and reptiles. In the wet summer months standing water creates feeding grounds for many wading birds including snowy egrets (*Egretta thula*), lesser yellow-legs (*Tringa flavipes*) and great blue herons (*Ardea herodius*). The fields also provide foraging habitat for sandhill cranes (*Grus canadensis pratensis*). In the fall, these fields dry down and provide forage and cover for small mammals, northern bobwhite quail (*Colinus virginianus*) and migratory songbirds. As the fields go through natural succession wax myrtle and other shrubby species will become established, providing great nesting areas for wild turkey.

ii. Natural Plant Communities

BJP contains a combination of wetland and upland communities that serve as important habitat for a variety of wildlife. The preserve consists of 17 natural or altered plant communities described by the Florida Natural Areas Inventory (FNAI). Mesic and wet flatwoods are the most common plant communities (51%) and almost two-thirds of the preserve is classified as uplands. A little over 23% of the preserve consists of altered communities. Figure 8 shows the location of the plant communities found at BJP. LandSat analysis conducted by FNAI at the time of acquisition was used to produce a map delineating the major natural community types found on BJP. The data used included, but were not limited to: LandSat satellite imagery SFWMD 1995 Florida Land Use Cover and Forms Classifications System (FLUCCS), and 2004 Digital Ortho-photographs. C20/20 staff further refined the plant communities on site visits to the preserve and by using LiDAR. The plant communities are defined using the Guide to the Natural Communities of Florida (2010) prepared by FNAI.

Many of the plant communities at BJP have a 0-25% cover of invasive exotic plants, primarily Brazilian pepper, melaleuca, lygodium and cogongrass. The altered land cover types listed below are the most heavily infested due to land clearing and berm construction along the ditches. BJP is composed of many distinct fire dependent communities and prescribed burning with appropriate burn regimes will be key to maintaining the diversity, particularly in the mesic flatwoods, wet flatwoods and wet prairie.

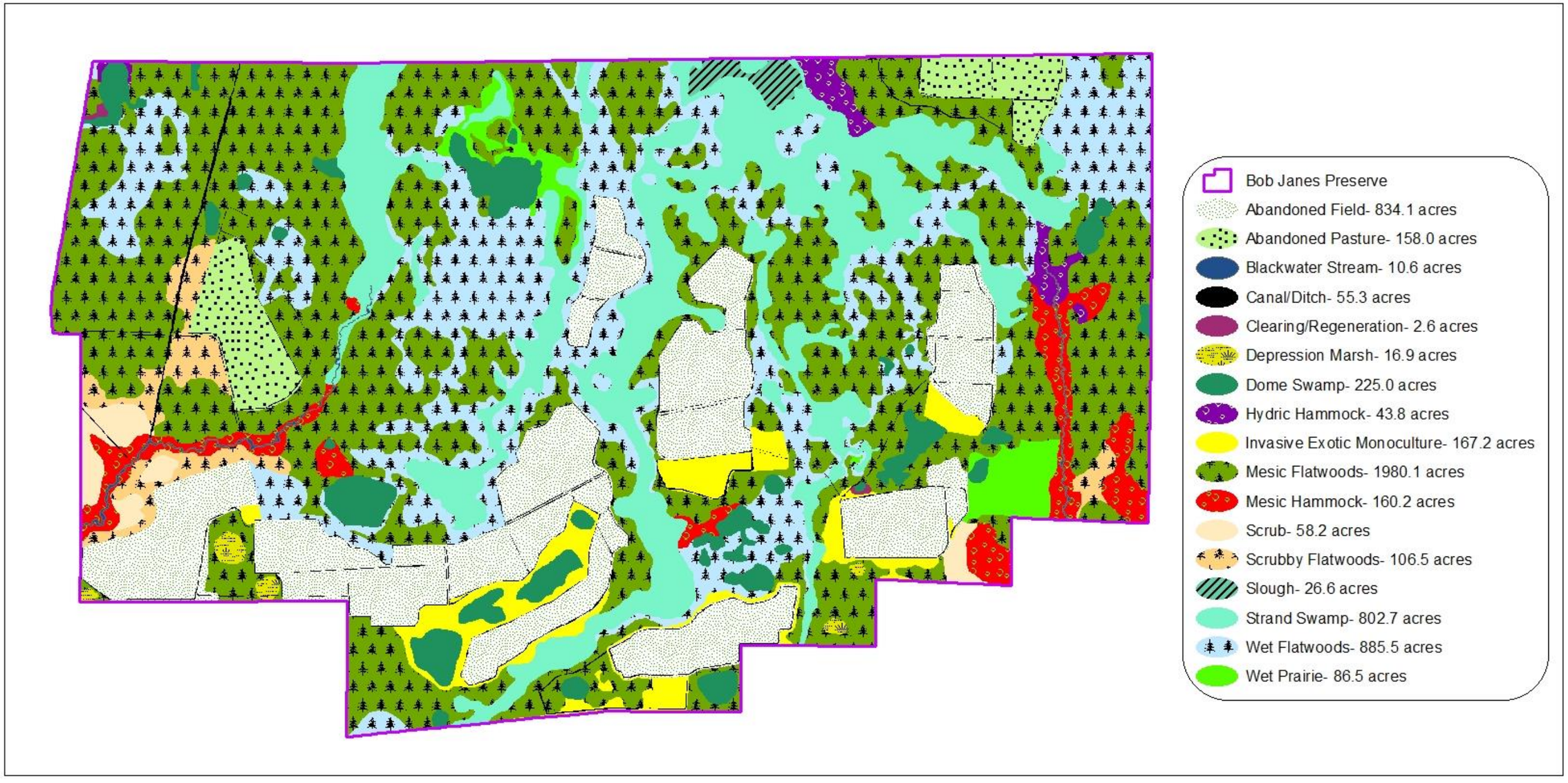
Acreages and percent of cover for each community are listed below. Descriptions of the plant communities and characteristic animals found within each community, as well as management suggestions can be found in the LSOM. A complete list of plant species identified during site inspections to BJP and from the FNAI surveys of BRP can be found in Appendix B. This list may be updated on a seasonal basis to identify plants in their inflorescence phase.

Table 3: Bob Janes Preserve Natural Plant Communities Acreages

Natural Plant Communities	Acres	% of cover
Mesic Flatwoods	1980.1	37.6
Wet Flatwoods	885.5	16.8
Strand Swamp	802.7	15.3
Dome Swamp	225.0	4.3
Mesic Hammock	160.2	3.0
Scrubby Flatwoods	106.5	1.6
Wet Prairie	86.5	1.1
Scrub	58.2	<1
Hydric Hammock	43.8	<1
Slough	26.6	<1
Depression Marsh	16.9	<1
Blackwater Stream	10.6	<1

Altered Landcover Types	Acres	% of cover
Abandoned Field	834.1	15.9
Invasive Exotic Monoculture	167.2	3.2
Abandoned Pasture	158.0	2.8
Canal/Ditch	55.3	1.0
Clearing	2.6	<1

Figure 8: Plant Communities Map



N

LEE COUNTY Parks & Recreation

Bob Janes Preserve

0 0.25 0.5 1 1.5
Miles

This is not a survey. Land Stewardship Staff has prepared this map for informational and planning purposes.

M:\GISLAYERS\Projects\Parks_Rec\C2020\Bob_Janes\BJP_Management_Plan\BJP_FNAI.mxd Saved: 9/4/2018

iii. Fauna

BJP provides a variety of habitats for wildlife including those that are state and federally listed. Thirteen non-native wildlife species have been documented at the preserve. Appendix C has the complete list of wildlife seen at the preserve at the time of writing this Land Management Plan. These species were recorded through staff during field work and site inspections, by biologists hired to conduct fieldwork at the preserve while still being managed by Babcock Ranch Management, LLC (BRM), from historic records of the ranch, as well as by occasional preserve visitors. Species on this list may have been a one-time encounter during migration or specific weather and may not be seen on a common basis by future visitors.

Management goals will focus on maintaining healthy, functioning ecosystem processes to provide optimal habitat for native wildlife (including listed species). Prescribed burning and removal and control of invasive exotic plants and animals will be critical components in providing the best possible habitat for native wildlife.

Additional general information about fauna on all C20/20 preserves can be found in the LSOM's Land Stewardship Plan Development and Supplemental Information section.

iv. Designated Species

There are a variety of designated animal and plant species found at BJP. Although all native plant and animal species found on the site have some protection due to the preservation of this property, certain species need additional attention. For management purposes, all plants and animals listed by the USFWS, (FWC), Florida Department of Agriculture and Consumer Services (FDACS), the Institute for Regional Conservation (IRC) and FNAI will be given special consideration when exploring feasibility of recreation and hydrological projects. If additional listed species are documented on the preserve, they will be added to the lists in Appendices B or C.

FNAI biologists conducted field, drift fence, aerial and live small mammal trap surveys in 2007-2008. Designated species documented on BJP are listed below and other species documented for the entire preserve are included in the wildlife list in Appendix C. FNAI botanists conducted field surveys at BRP between March 2007 and May 2008 with the specific goal of locating rare plants in all appropriate habitats and seasons. All 13 species of plants are included in this section, even if they were not documented specifically on BJP.

The following are brief summaries of designated wildlife species and reasons for their decline. Unless stated otherwise, the reasons for the species' decline and the management recommendations for wildlife, if available, were obtained from Hipes et al. (2001) and for plants from FNAIa 2008.

Sherman's Fox Squirrel

The Sherman's fox squirrel has been eliminated from much of its historic range. Many acres of the fox squirrel's pine-oak forest have been converted to pine plantations, agriculture and development. Collisions with vehicles are another common cause of decline of the species.

Sherman's fox squirrels have been observed by staff during fieldwork for this plan and are documented on adjacent properties, including Telegraph Creek Preserve. Management for this species will include regular burn regimes of 2-5 years during the growing season (April-July), which are critical to maintain their habitat with an open canopy and minimal understory. Staff will record locations of nests when encountered and provide additional protection to the nest area. Some pine flatwood areas will undergo pine thinning in the future to open more habitat for this and other species.

Florida Bonneted Bat

The Florida bonneted bat is a medium-sized bat with very long ears that extend to the center of the back when laid down. Its long ears distinguish this species from all other Florida bats. It inhabits forested communities, particularly those associated with floodplains, supporting large, hollow trees used for roosting; also pine flatwoods and mixed oak-pine forests. This bat is known from less than a dozen locations in Florida, at least four of which are on public or private conservation lands, including the Babcock-Webb Wildlife Management Area.

In June 2007 FNAI biologists, with the assistance of George and Cyndi Marks of the Florida Bat Conservancy, documented this species in Telegraph Swamp on BRP.

Surveys for this species will be conducted before pine thinning is conducted, snag and trees with cavities will be maintained across the property to provide roosting opportunities. With the removal of the agricultural fields on BJP the use of insecticides/fungicides is eliminated. Once public use is established the site will close at dusk, which will minimize human impact on bats and other nocturnal species.

Florida Black Bear

Although recently removed from the state protected species list, the Florida black bear faces many challenges, including poaching, road kill mortality, low reproductive rate and most importantly loss of habitat to timber harvesting, development and other uses. "Long-term conservation of the Florida black bear is dependent upon preservation of large contiguous woodlands." Scientists with FWC have found the average home range for female black bears is almost 7,000 acres and males average over 42,000 acres (Humphrey 1992). With the estimation that Florida will have a population of nearly 26 million people by 2060, habitat for bear will continue to shrink and bring human impacts to bear populations to a new level. FWC biologists have captured images of bear on wildlife cameras on BRP near BJP and lease holder hunters have reported seeing black bear occasionally on BJP in the evenings.

Saw palmetto berries and acorns are a primary food source for black bear. Staff has posted signs indicating palmetto berry harvesting is prohibited along the perimeter fence and aggressively pursue pickers for prosecution with the help of FWC law enforcement. Portions of adjacent properties are leased out to a palmetto berry picking operation and the lease holder is responsible for instructing his crews that BJP is off limits.

Public use will be concentrated on the western portion of BJP to minimize equestrian/hiker encounters with bear since Telegraph Swamp is a corridor in which bear and other large predatory mammals travel and forested wetlands are key areas for diurnal resting. No grills, trash cans or other items known to attract bears will be placed

on-site as part of public use. It is well established that bears are easily attracted to these and we do not want to develop nuisance bear issues in this important wildlife area.

Florida Panther

The Florida panther (*Puma concolor coryi)* is extirpated from most of its historic range in the southeastern United States, but exists in small populations in south Florida. The panther's decline is due mainly to loss, fragmentation, and degradation of habitat. Other habitat related threats include inbreeding, insufficient numbers of large prey, disease, and environmental contaminants such as mercury. Institutional constraints and negative public perception also threaten the future survival of the Florida panther. The large cats require extensive areas of mostly forested communities. Large wetlands that are generally inaccessible to humans are important for diurnal refuge. They will tolerate improved areas in a mosaic of natural communities.

FWC telemetry data recorded 2 different male panthers using BRP (including BJP) for several days to up to six weeks between 2000 and 2006. From these data FWC has concluded that BRP serves as a temporary habitat and corridor between the breeding population south of the Caloosahatchee River and the northern extent of their range in northern Osceola County (Pandion Systems 2008). In November of 2016 a female panther was confirmed north of the Caloosahatchee River near enough to BJP that she may potentially utilize the preserve. FWC has confirmed the presence of cubs with the female panther in 2017. Staff will ensure pockets of thick palmetto are left scattered across BJP as prescribed burns and mechanical vegetation reduction work are conducted to provide denning/sleeping areas.

Public use will be concentrated on the western portion of BJP to minimize equestrian/hiker encounters with panther since Telegraph Swamp is documented as a corridor in which panther and other large mammals travel and forested wetlands are key areas for diurnal resting.

Wood Stork and Florida Sandhill Crane

Wood storks are very sensitive to water levels in freshwater wetlands, as they require high concentrations of fish in fairly shallow water for foraging. Threats to Florida sandhill cranes include loss and degradation of wetlands, fire suppression, free ranging dogs and cats and entanglement in fencing (Rodgers et al. 1996). Unnaturally high water levels during nesting seasons and extended droughts are both threats that wood storks and Florida sandhill crane face. Both of these species are regularly seen at the preserve.

There were two wading bird colonies, including wood storks that had been documented on BRP in the past. These two colonies are located in the southern portion of BRP, near BJP. The entire preserve is considered a Core Foraging Area for two known wood stork colonies located in the Caloosahatchee River. Florida sandhill cranes, including young, were documented several times by FNAI biologists (FNAI 2008b) and are likely to nest on BJP, although no nests were discovered during their fieldwork.

Management practices that will benefit these species include continued invasive exotic plant control in the numerous wetlands and prescribed fires that burn both the uplands

that the birds forage in and occasionally allowing the fires to burn into the wetlands to reduce brush encroachment.

Herons, Egrets, Ibises and Spoonbills

The little blue heron's (*Egretta caerulea*) and tricolored heron's (*Egretta tricolor)* decline are due to loss of freshwater wetlands and alteration of their natural hydroperiod. There is also some indication that pesticides and heavy metal contamination may affect these herons. Yellow-crowned (*Nyctanassa violacea*) and black-crowned (*Nycticorax nycticorax*) night heron "populations have probably declined due to illegal shooting, disturbance at breeding colonies, and drainage of wetlands used for foraging. In Florida, the destruction and alteration of more than half of the wetlands, due to the phenomenal increase in population has caused a substantial decline in ardeids. Wetlands have been filled and or impacted by housing developments, agriculture, human activity (i.e. sports, recreation) and the infrastructure that supports these activities" (Rodgers et al. 1996).

Like these herons, the great egret (*Ardea alba*) and snowy egret have been declining throughout their ranges since the 1950s. Scientists believe that the main reason for this decline is the loss and alteration of wetlands where they forage. Similar to the herons and egrets listed above, the white ibis and glossy ibis (*Plegadis falcinellus)* are declining throughout their range due to the reduction and degradation of wetlands and human disturbances to their rookeries.

The roseate spoonbill (*Platalea ajaja*) nests in coastal mangrove areas with a mix of other bird species and occasionally in willow heads around freshwater systems. They forage in shallow-water. Their decline is attributed to human disturbance of nesting colonies, alteration of foraging sites and alterations of hydrologic patterns.

All nine of these species of wading birds are seen regularly on BJP. There are six historic wading bird colonies on BRP, all found in Charlotte County. In 2008, FNAI confirmed that two wading bird colonies still existed on BRP.

Management practices that will benefit these species include continued invasive exotic plant control in the numerous wetlands and prescribed fires that burn both the uplands that the birds forage in and occasionally allowing the fires to burn into the wetlands to reduce brush encroachment. Staff will work to eliminate trails through marshes to minimize disturbances from hikers, horses and vehicles while these birds are foraging or roosting.

Swallow-tailed Kites

Swallow-tailed kites (*Elanoides forficatus*) migrate to southwest Florida from South America in late February/early March for their nesting season that lasts through late July/early September. In the early 1900s, swallow-tailed kites were confirmed as nesting in 21 states; today they are only found in seven southeastern states including Florida. Loss of nesting sites through development and conversion to agriculture are the major threats to this species.

Swallow-tailed kites are seen regularly on BJP but no nests have been located. During FNAI's surveys juveniles were observed and swallow-tailed kites were observed mating in the southern portion of BRP, within or near the BJP boundary. If they do nest on the

property the tree will be protected from disturbance and nearby recreational trails may be temporarily closed during breeding season and planned management activities that could disturb the nesting pair(s) will be postponed. Kites depend upon a mixture of habitats and tall trees for nesting. Continued invasive exotic plant removal and regular prescribed fires will benefit the species.

Everglades Snail Kite

The Everglades snail kite (*Rostrhamus sociabilis plumbeus*), the subspecies of the snail kite in the United States, is endangered because many of the marshlands that serve as its habitat have been drained for development, which in turn has caused diminishing numbers of the kite's prey species, the apple snail. Success in locating apple snails is further obstructed by the introduction of exotic plants such as water lettuce, which hinders foraging and the potential impact of non-native apple snails. Apple snails have also suffered from agricultural runoff, eutrophication, pesticides and other pollutants.

There were only 65 snail kites known to exist when the Endangered Species Act was passed in 1973. This species has managed a comeback resulting in a 1997 population of 995 birds. At BJP snail kites have been seen several times by staff but no signs of nesting activity have been observed.

Eagles and Hawks

Bald eagle (*Haliaeetus leucocephalus)* numbers have steadily increased in Florida after a low of 120 active nests in 1973, primarily caused by impacts from DDT and related pesticides. Still, loss of habitat and human disturbance due to development is a primary concern for this species. Secondary poisoning of bald eagles from the consumption of lead shot in waterfowl contributed to the 1991 ban on lead shot for waterfowl hunting in the United States. In Lee County nests have also failed during wet, windy winters and after hurricanes. Conversion of land for agriculture, housing developments and other uses is also reducing suitable bald eagle nesting opportunities.

During the summer Cooper's hawks (*Accipeter cooperii)* breed across southern Canada southward to southern United States and into central Mexico. In the winter, they range throughout the United States and Mexico. They breed in deciduous, mixed, and coniferous forests. Although documentation of breeding in south Florida is scant, they are becoming more common in suburban and urban areas.

"Declines of the Cooper's hawk in the late 1940s and 1950s were blamed on DDT and pesticide contamination. Populations started increasing in the late 1960s, but it is still listed as threatened or of special concern in a number of states. The Cooper's hawk appears to be adapting to breeding in urban areas, which may help increase populations" (CLOa 2003).

The short-tailed hawk's (*Buteo brachyurus*) Florida population is very small, with about 400 birds concentrated mainly in the southern part of the state. Although this species is found in other tropical lowlands, Florida's population has probably been isolated for hundreds or even thousands of years. Effects of loss of habitat to urbanization and deforestation are poorly known, but studies suggest that development poses a threat. Florida rehabilitators have treated birds for gunshot wounds and collisions with cars.

Nesting habitat has been lost to cypress logging as these birds appear to have high fidelity to their breeding sites.

Neither bald eagles, Cooper's hawks nor short-tailed hawks have been documented utilizing the preserve for nesting, although mature and immature eagles have been documented on BJP. If nesting is observed in the future, bald eagle nests will be protected according to Federal, state and local laws and the management activities listed under kites will also be implemented to protect any nests.

Hairy Woodpecker

The hairy woodpecker (*Picoides villosus*) is a "resident from central Alaska to Newfoundland, southward to Florida and Central America, but can also be found in the Bahamas." They are "found in mature woods, small woodlots, wooded parks, and residential areas with large trees." Hairy woodpeckers build their nest in cavities of trees or dead branches and do not put additional materials in the cavity. They are considered "common and widespread, but may be declining in some areas. The hairy woodpecker is attracted to the heavy blows a pileated woodpecker makes when it is excavating a tree. The hairy forages in close association with the larger woodpecker, pecking in the deep excavations and taking insects that the pileated missed" (CLOb 2003).

Hairy woodpeckers were documented several times by FNAI and C20/20 staff during their fieldwork in both flatwoods and strand swamps, but no nests were discovered. Prescribed fire, retaining large snags and continued invasive exotic plant control will be beneficial to this species.

Audubon's Crested Caracara

The crested caracara's range has contracted and become more fragmented because their habitat is threatened primarily by residential development and conversion to more intensive agricultural (e.g., citrus) uses. The crested caracara's large habitat requirements makes land acquisition and/or development of incentives (e.g., cooperative agreements, conservation easements, tax breaks) for private landowners to maintain their ranch lands for their long-term security an important task.

Staff has documented caracaras foraging in several of the agricultural fields and perching on fenceposts. FNAI records from 1978 indicate there was an active territory/breeding pair on BJP, although no evidence of nests was found during their 2007/2008 surveys (FNAIb). As part of the planning of the Babcock development adjacent to the western boundary of BJP, Johnson Engineering is conducting caracara nest surveys that may provide more information on caracaras using BJP.

Bachman's Sparrow

The Bachman's sparrow's (*Aimophila aestivalis*) "nests are grassy domes placed on or near the ground in a palmetto clump or dense shrub and lay 3-4 white eggs from early April through July (Kale and Maehr 1990). Loss of habitat, predation (i.e. cats, raccoons), and forest management techniques are reasons listed for their decline. Thinning of forest canopy and controlled burns can create suitable habitat for these birds. Thinning also provides more open habitat for a few years following timber harvest. Extensive ground disturbance during site management should be avoided (MDC 2007).

Although FNAI biologists did not see or hear Bachman's sparrows during their field surveys on BJP, the sightings were close enough to the boundary that they may utilize the preserve and their report indicated that they considered the species "Abundant". Regular growing season burns will be beneficial to maintain low shrub cover and abundant herbaceous ground cover for this species (FNAIb).

American Alligator

American alligators (*Alligator mississippiensis*) have recovered dramatically since the 1960s. There are now some populations large enough to support limited harvests. Pollution and destruction of wetlands are currently the main threat to this species. Protecting wetlands from ditching, filling and pollution are the management recommendations for this species. Concentrating public use on the western side of BJP will minimize human/alligator interactions.

Gopher Tortoise

Gopher tortoises are in decline throughout their range due to loss and degradation of habitat. As a species dependent on dry, upland communities much of their habitat has been lost to urban and residential development, agriculture, citrus groves, mining and pine plantations. Additional threats include a highly contagious respiratory disease, human consumption and dog attacks.

Gopher tortoises occur across BJP, primarily in the flatwoods and scrub communities. Prescribed burning on a 2-4 year rotation of fire dependent communities and continued exotic plant control benefit this species.

Areas of thick pine growth may undergo logging to thin pines in the future. The scrub/scrubby flatwoods in the southwest and southeast corner will be mechanically treated to reduce oak density and reopen the understory. Rollerchopping may be used along edges of palmetto to create forage areas adjacent to active burrow locations. Public use trails will be placed on existing firelines to minimize impact to gopher tortoise burrows and ensure visibility is good for hikers, horseback riders and vehicle operators to avoid collisions with tortoises.

In December of 2009 Passarella and Associates was hired by Lee County Department of Transportation to conduct a gopher tortoise bank feasibility study for BJP. The study focused on the agricultural fields and was narrowed down to evaluating the two westernmost fields adjacent to scrubby flatwoods and oak scrub. The study results did not indicate BJP should be utilized as a tortoise bank, however it did identify presence of tortoises adjacent to these fields.

Eastern Diamondback Rattlesnake

Although not an officially listed species, the eastern diamondback rattlesnake (*Crotalus adamanteus*) is commonly thought to be in decline throughout its range. Scientists believe that it requires 10,000 acres or more to sustain long-term viable populations. Additional threats to this species include indiscriminate killing because of fear, as well as for trade and being hit by cars.

Eastern diamondback rattlesnakes have been encountered by staff in several plant communities across BJP. During prescribed burning in November of 2016 staff

encountered several hatchling diamondbacks on the fireline. Prescribed burning and continued exotic plant removal will both be beneficial to this species. Placement of trails in existing firelines will provide visibility for hikers/horseback riders and minimize the chance encounter.

Eastern Indigo Snake

The eastern indigo snake is a large, iridescent black snake with a red, coral, or white throat (record length, 8.6 feet). This species is found in a large spectrum of communities throughout Florida and southern Georgia, often associated with gopher tortoise burrows. The eastern indigo is threatened throughout its range due to habitat loss, degradation and fragmentation. Although it is now illegal to possess this animal without the proper permits, the pet trade is another cause for decline of this species. The most common causes of mortality are human caused, either by people who kill them because they are afraid of snakes or accidental roadway mortality. The indigo snake utilizes a home range of approximately 125-250 acres, and the males are territorial during the breeding season. The indigo snake feeds diurnally on fish, frogs, toads, lizards, snakes, small turtles, birds, and small mammals, often around the edge of wetlands. The eastern indigo snake breeds from November through April, then lays 5-10 eggs in May or June (USFWS 1982).

During FNAI surveys one eastern indigo and a shed skin was recorded on BRP. C20/20 staff has also confirmed presence within BJP. Because of their large home range, it is likely that individuals travel across boundary lines onto adjacent conservation lands and private lands. The same management recommendations for eastern diamondbacks apply to this species.

Plant Species

In addition to designated wildlife, BJP provides habitat for plant species listed by the IRC or FDACS. The following are brief summaries of the FDACS designated plant species explaining reasons for their decline and typical communities where they are located.

Hand fern

Hand fern (*Ophioglossum palmatum*) is an epiphytic endangered species that grows in the humus at the old leaf bases of cabbage palms. They are restricted to shaded habitats with high humidity. FNAI botanists found one fern in a hydric hammock along Telegraph Swamp but they stated in their report that it is probable that large populations once, or still, exist on BRP, including what is now BJP.

Fire within hammocks, soil disturbance by hogs, and ORV trails all have an effect on the very specific habitat requirements of this species. Periodic burns in flatwoods adjoining hammocks can reduce woody encroachment and reduce the likelihood of fire spreading into the hammocks.

Royal and Cinnamon Fern

Royal (*Osmunda regalis*) and cinnamon (*Osmunda cinnamomea*) are listed as Commercially Exploited by FDACS. This plant is distributed throughout Florida and can be found in wet flatwoods, basin and dome swamp communities. Decreased disturbance of wetland edges will enhance survivability for these species.

Twisted, Cardinal, Giant Airplants, and Northern Needleleaf

All four of these species are found in hammocks, cypress swamps and pinelands. Threats to this species include illegal collecting, habitat destruction and the exotic Mexican bromeliad weevil (*Metamasius callizana*) (Save 2016).

Scientists continue to search for biological control agents for the exotic Mexican bromeliad weevil. If opportunities arise, staff will work with United States Department of Agriculture (USDA) staff to use BJP as a release site.

Catesby's Lily

Catesby's (or pine) lily (*Lilium catesbaei*) is a state-threatened plant found in moist flatwoods and savannas. There is concern that the population of this species is decreasing and is likely to become endangered in the near future. Numerous plants were found throughout BRP, including BJP, in mesic and wet flatwoods as well as dry prairies. Like many plants found in fire dependent communities, this species generally benefits from occasional fire and reduced palmetto cover (Sommers 2011).

Continued removal of invasive exotic plants and utilizing prescribed burning, as a management tool, will benefit the species. This plant begins to send its stalk up in early summer so mechanical work, including mowing along sides of trails/firelines should be done in fall, winter and early spring.

Leafless Beaked Ladiestresses

Leafless beaked ladies'-tresses (*Sacoila lanceolata*) is a state-threatened species found in swamps and hydric hammocks. The variety (*lanceolata*) seen at BRP is more common and is found in open roadsides and other open, moist habitats. One specimen of this species was found in Telegraph Swamp and numerous others were discovered scattered along a road and adjacent canal. Management activities that benefit the Catesby's lily will also benefit this species.

Pinepink

Pinepink (*Bletia purpurea*) is a terrestrial orchid that primarily flowers from December through May. It is a state threatened plant that typically grows in swamps over the high water line, pinelands or hammocks. A single occurrence of pinepink was made in April 2008 by FNAI botanists at the south end of BJP in Telegraph Swamp.

Alterations in hydrology, logging or other heavy equipment operations and fire can reduce suitable habitat for pinepink. Continued removal of invasive exotics and restricting vehicles, hikers and horseback riders to existing firelines will benefit this species.

Many-flowered Grass-pink

Many-flowered grass-pink (*Calopogon multiflorus*) is another terrestrial orchid listed threatened by the state of Florida. It is most commonly found in pine flatwoods. FNAI botanists found <20 plants in recently burned mesic flatwoods at three different locations. C20/20 staff encountered several of these plants during fieldwork for this plan.

Burning of flatwoods every two to three years during the growing season will benefit this species. Other recommendations include avoiding soil and hydrological disturbances such as intensive timbering, draining and roller chopping in areas where this plant is documented.

Florida Butterfly Orchid

Although locally abundant (Brown 2002), the Florida butterfly orchid (*Encyclia tampensis*) is designated as commercially exploited by the FDACS. A plant that is designated as "Commercially Exploited" is considered to be threatened by commercial use.

If the plants will be damaged during restoration activities, a permit will be obtained from FDACS to remove them before work commences. Plants growing on invasive exotic vegetation, to be destroyed, will be relocated on the site if economically feasible. Trails will be placed on existing firelines to prevent impact to this plant that might occur by cutting new trails across the site. To decrease the likelihood of illegal harvesting staff will not make public the location of the orchids.

Needleroot Airplant Orchid

Needleroot airplant orchid (*Harrisella porrecta*) is an epiphytic orchid, listed as threatened in Florida, has very specific habitat requirements that make it very sensitive to low humidity and high levels of sunlight. They have been found growing on pop ash (*Fraxinus caroliniana*) and dahoon (*Ilex cassine*) in hydric hammock communities within Telegraph Swamp.

Alterations in forest hydrology and humidity levels, logging and fire can reduce suitable habitat for this plant. Seasonal burning in the hydric hammocks on BJP will occur when the water levels are high enough to deter fire carrying through the hammock.

Giant Orchid

Giant Orchid (*Pteroglossapis ecristata*) is a large, terrestrial orchid listed as threatened in Florida. It's preferred native habitat is pine flatwoods or pine rocklands, but they will grow in other dry, sandy habitats including improved pastures. They are found across BJP in a variety of plant communities.

Prescribed burning, avoiding soil disturbance and placing public use trails on existing firelines will benefit this species.

Yellow-flowered Butterwort

Yellow-flowered butterwort (*Pinguicula lutea*), a state threatened species, is often found in mesic and wet flatwoods. This species prefers damp, sandy-peat soils and full sun to

light shade. Both single plants and large colonies were found in mesic flatwoods, wet flatwoods and a transition zone between a dry prairie and depression marsh.

Growing season burns, and continued invasive exotic plant removal will benefit this species. FNAI biologists noted concern about soil disturbance from cattle in their habitat. The number of head of cattle on BJP is lower than what the USDA calculates could be placed on the site, and cattle are rotated through the abandoned fields in spring and summer and turned out across the site in fall and winter. This minimizes the impact of cattle in any one area.

Milkvine sp.

Matelea is a genus of vines with opposite, heart shaped leaves. The flowers and fruits are needed to determine species. FNAI was unable to determine the species of *Matelea* they discovered. All species of *Matelea* are listed as either Threatened or Endangered by the state of Florida. This plant was found in hydric and mesic hammocks.

Invasive exotic plant and wildlife are both threats to this species. Cattle and feral hogs are both a threat as they can disturb hammock soils as well as trample and eat the plants. On BJP the number of head of cattle is lower than what the USDA calculates could be placed on the site, and cattle are rotated through the fenced fields to protect the wetland communities.

Twinberry

Twinberry, or Simpson's stopper (*Myrcianthes fragrans*), a Florida threatened species, is an evergreen shrub or small tree that is typically found in hammock communities.

Simpson's stopper is not a fire-adapted species, but under normal conditions, fires will stop before entering hammock habitats. Periodic burns in adjacent flatwoods, invasive exotic plant control and avoiding soil disturbance from free ranging species, like cattle and feral hogs, benefit this species. On BJP the number of head of cattle is lower than what the USDA calculates could be placed on the site, and cattle are rotated through the abandoned fields in spring and summer and turned out across the site in fall and winter. This minimizes the impact of cattle in any one area.

The majority of the designated plant species at BJP have been listed by IRC, which is not a regulatory agency. IRC's designation was obtained from their book Rare Plants of South Florida: Their History, Conservation and Restoration, (Gann 2002) or website regionalconservation.org. Scientists working for this Institute have conducted a tremendous amount of fieldwork and research documenting plants occurring in conservation areas throughout Florida's 10 southernmost counties. This initial floristic inventory allowed the IRC to rank plant species in order to indicate how rare/common these plants are in protected areas. Rare plants are defined as being both very rare and local throughout their range in south Florida (21-100 occurrences, or less than 10,000 individuals), or found locally in a restricted range. IRC only ranks those taxa as rare when there are fewer than 100,000 individuals. Imperiled plants are those that are imperiled in south Florida because of rarity (6-20 occurrences, or less than 3,000 individuals) or because of vulnerability to extinction. This can be due to some natural or human factors. IRC only ranks taxa as imperiled if there are fewer than 10,000

individuals. Critically Imperiled plants are defined as being either extremely rare (5 or fewer occurrences, or fewer than 1,000 individuals), or extremely vulnerable to extinction from natural or human factors. IRC only ranks those taxa as critically imperiled with 10,000 or fewer individuals.

In their book, (Gann 2002), the authors provide an entire chapter of recommendations to help restore south Florida's rare plant diversity. Several of these recommendations, particularly those that protect plants on the preserves and relate to stewardship practices, will be followed. More information on the specific techniques used will be discussed in the Management Action Plan. The following list highlights IRC recommendations that will be incorporated into the management of BJP:

- Prohibit recreational activities such as ORV use to avoid impacts to rare plant populations.
- Prevent illegal poaching of rare plants.
- Prosecute poachers to the fullest extent of the law.
- Implement an ongoing exotic pest plant control program.
- Educate exotic plant control crews about the rare plants to ensure they avoid non-target damage.
- Remove wild hogs, which can completely destroy the above ground vegetation and disturb all the soil in an area where they are feeding.
- Initiate prescribed fire regimes in communities that are fire adapted since fire, as a management tool, is extremely critical for the protection of many rare plants.
- Divide the site so the entire area is not burned during the same year.
- Ensure that management activities do not negatively impact rare plant populations.

v. Biological Diversity

At over 5,000 acres, the substantial size of BJP and its proximity to other conservation areas creates an important wildlife corridor. This corridor consists of many tracts of conservation land managed by several governmental agencies (Figure 1). Immediately to the north is BRP consisting of 67,618 acres. To the west of BRP on the opposite side of SR 31 is the 80,772 acre Fred C. Babcock-Cecil M. Webb Wildlife Management Area that extends westward to U.S. 41. On the west side of U.S. 41 the BWWMA, now called the Yucca Pens Unit, extends into Lee County as far west as Burnt Store Road. A portion of the eastern boundary of BRP is adjacent to the Fisheating Creek Florida Forever Project, which is contiguous with the Fisheating Creek Wildlife Management Area.

This corridor provides good habitat and minimal interaction with humans for species with large home ranges such as whitetail deer, wild turkey, eastern indigo snake, Florida black bear and Florida panther. Foraging and resting areas for sandhill crane, woodstork and many other wading birds exist throughout these areas. As the Babcock community and other developments are constructed along State Road 31 and North River Road and bring more human impacts, this compilation of natural lands will become the main corridor for many species to traverse.

The integrity and diversity of each C20/20 preserve must be protected when and where possible. Where applicable and practical, C20/20 staff will perform the following actions in this regard:

- Control of invasive, exotic vegetation followed by regular maintenance to provide more suitable habitat for native aquatic and terrestrial species.
- Control invasive exotic animal populations to reduce their impacts on the herbaceous plants, native animals and soils.
- Maintain boundary signs to deter illegal access to the preserve and protect fragile ecosystems. Continue to monitor the site for illegal off-road vehicle (ORV) use and install fencing or other barriers if necessary.
- Install and maintain “no berry picking” signs to inform saw palmetto pickers it is illegal to harvest them on the preserves.
- Implement prescribed fire and mechanical fuels management program to closely mimic the natural fire regimes for different plant communities to increase plant diversity and ensure the canopies remain open in the appropriate plant communities.
- Where necessary, install perimeter fire breaks to protect resources on the preserve and surrounding neighbors in the event of wildfires.
- Remove any debris and prevent future dumping within the boundary line.
- Conduct on-going species surveys utilizing volunteers and staff to catalog and monitor the diversity that is present.
- Seasonal scheduled closure of flooded trails to prevent soil disturbance and avoid plant damage.

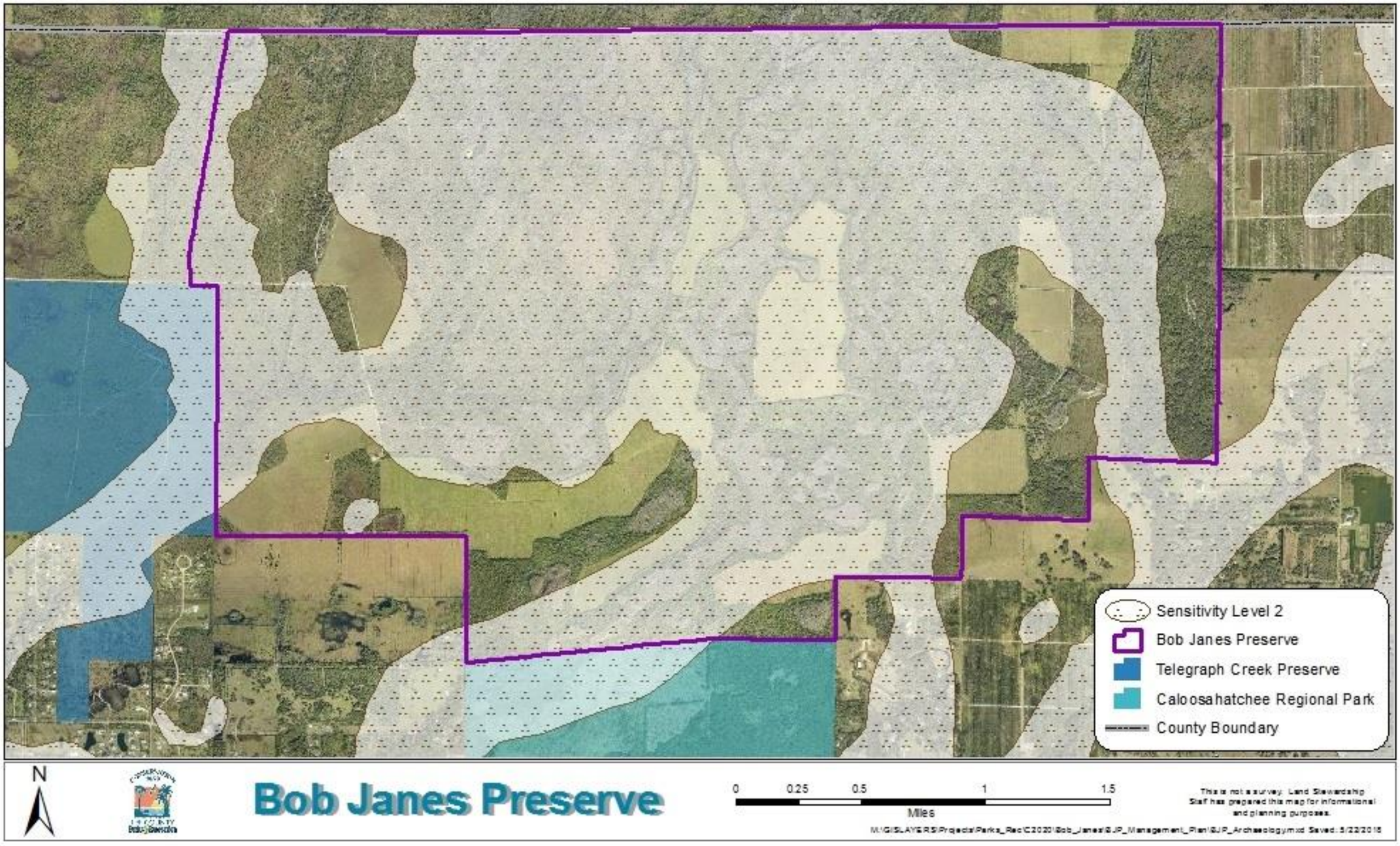
- Reduce canopy cover in appropriate habitats to promote herbaceous plant diversity.
- Use adaptive management if monitoring of restoration techniques indicates a change may be necessary.
- Offer public access that allows citizens to enjoy the preserve while protecting sensitive plant communities and wildlife needs.
- Enhance hydrologic conditions with the goal of restoring as close to historic hydroperiods as current surrounding land use allows while protecting current upland communities.
- Prevent and prosecute poaching and removal activities (e.g. palmetto berry harvesting, illegal hunting, pine cone/straw removal and orchid collection).

C. Cultural Resources

i. Archaeological Features

In 1987, Piper Archaeological Research, Inc. (PARI) conducted an archaeological site inventory of Lee County. They were able to identify an additional 53 sites increasing the total number of known archaeological sites in Lee County to 204. PARI created a site predictive model and archaeological sensitivity map for the county that highlighted potential areas likely to contain additional archaeological sites. The majority of BJP lies within the study's "Sensitivity Level 2" area (Figure 9). The study defines this level as "areas that contain known archaeological sites that have not been assessed for significance and/or conform to the site predictive model in such a way that there is a high likelihood that unrecorded sites of potential significance are present. If these areas are to be impacted, then they should be subjected to a cultural resource assessment survey by a qualified professional archaeologist in order to 1) determine the presence of any archaeological sites in the impact area and/or 2) assess the significance of these sites" (Austin 1987). General information on archaeological features in Lee County is located in the LSOM Land Stewardship Plan Development and Supplemental Information section.

Figure 9: Archaeological Features Map



ii. Land Use History

Telegraph Swamp and Telegraph Creek were named for the alignment of the first telegraph line constructed and extended into south Florida by the International Ocean Telegraph Company. This line served the southernmost telegraph office in the U.S. located at Punta Rassa. On February 15, 1898, this office was the first to receive news of the sinking of the U.S. Battleship Maine by the Spanish in Havana Harbor, the event that precipitated the Spanish- American War. The historical significance of this event carries public interest value in understanding this region and the cattlemen who profited from it and became leaders and war heroes, as well as value as a significant event in U.S. history (Pandion Systems 2008).

Pittsburgh lumber magnate Edward Vose (E.V.) Babcock purchased the 91,361-acre tract of land known as Crescent B Ranch in 1914. At the time, the property was used for logging and agriculture. Mr. Babcock struggled for several years trying to find the best way to use the longleaf pitch pine found on the property. One of the markets he discovered came from diamond mines in South Africa. The mines were having trouble because African termites easily destroyed the timber forming the mine braces and infrastructure. The excessive pitch in the Crescent B Ranch timber was extremely effective in protecting the timbers from the African termites. He sold the timber to Rue Crate and Lumber Company who then sent the timber to South Africa. After the timber was removed from the property, Fred C. Babcock, the son of Edward, assumed the day-to-day responsibility of managing the ranch. Fred began the process of replenishing the depleted forests on the Babcock property and removing non-native invasive plant species. In addition to timber production the Ranch was active in cattle production, row crops, sod farming, and providing recreation opportunities such as hunting and ecotourism. In the 1940s, Fred entered into a deal with FWC to sell 19,200 acres and donate additional acreage that would become the neighboring BWWMA. Fred Babcock managed the remaining Crescent B Ranch property until his death in 1997 (Pandion Systems 2008).

Clearing for four fields on the eastern side of the preserve and one in the southwestern area occurred between 1980 and 1985. Between 1986 and 1990 clearing continued to progress west with the addition of one field and the expansion of a field previously cleared. The final two fields were cleared between 1990 and 1996. Along with clearing ditches and berms were created around every field. The berms altered sheetflow and created perfect conditions for Brazilian pepper to start growing.

Some of the fill from ditch digging was used to begin construction of a raised access road. Although no documentation exists, it is likely that culverts were installed in this roadway to enhance drainage of the cypress areas adjacent to the fields. Clearing continued through 1994 to create the cleared fields that exist today, along with the extensive ditches and berms around their perimeters. Prior to clearing, the flatwoods would have provided land for water to sit on as it slowly percolated into the aquifer. Today, water flows faster off the property due to the clearings and ditches. Figures 10-18 are aerial maps showing the changes to the land between 1953 and 2014.

Much of the ranch operations continued under the leadership of Edward Babcock. Their cow-calf operation consisted of several thousand cattle, split into herds of approximately 250, that were rotated through improved pasture and native range. Approximately 22,344.5 acres of pinelands had been under timber management. At harvest, the pines were thinned to a seed-tree density leaving mature trees to drop seeds for natural regeneration. Cypress trees were also harvested on BRP between 1998 and 2006 when approximately 1,200 acres were logged, primarily in Telegraph Swamp. Cabbage palm trees were periodically harvested for landscaping until 2005. A final forestry product harvested at BRP was the collection of lightered pine stumps (Pandion Systems 2008). Although lightered stump harvesting has continued on BRP, it was terminated on BJP when the property was purchased by Lee County. Tenant farming has been a regular part of the management of the Crescent B Ranch and continues to be used for income generation at BRP. Fruit and vegetable crops were rotated through annual leases, then seeded with bahiagrass and became pasture areas for cattle. After 5 years, the bahiagrass was harvested and a new lease for tenant farming was created (Pandion Systems 2008). Tenant farming was allowed to continue at BJP until July 2014 , five years after the preserve was acquired.

A final source of income that took place on the property prior to acquisition by C20/20 was the selling of hunting leases for deer, turkey, quail and hogs. This lease was overseen by FWC until cancellation in September of 2016.

Before acquisition by the State and Lee County, there was no formal exotic plant management plan. In the early 1990s the ranch management hired a contractor to start controlling the spread of melaleuca with herbicides, which was ended after 2-3 years. Some treatments were initiated on lygodium, that had begun to overtake Telegraph Swamp and other wetland areas on the property, but it was noted that the spread outpaced the treatment.

Figure 10: 1953 Aerial Map

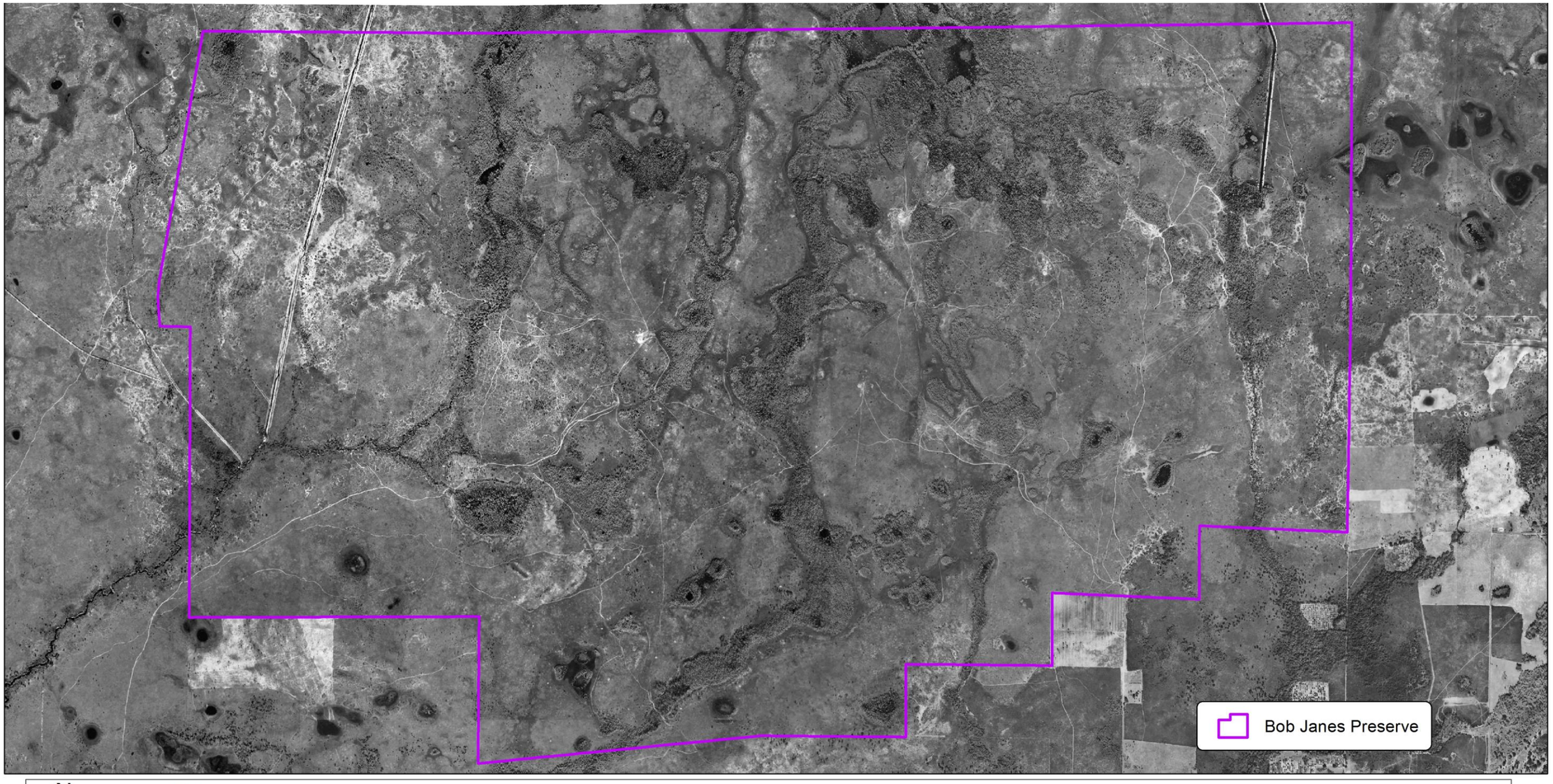


Figure 11: 1958 Aerial Map

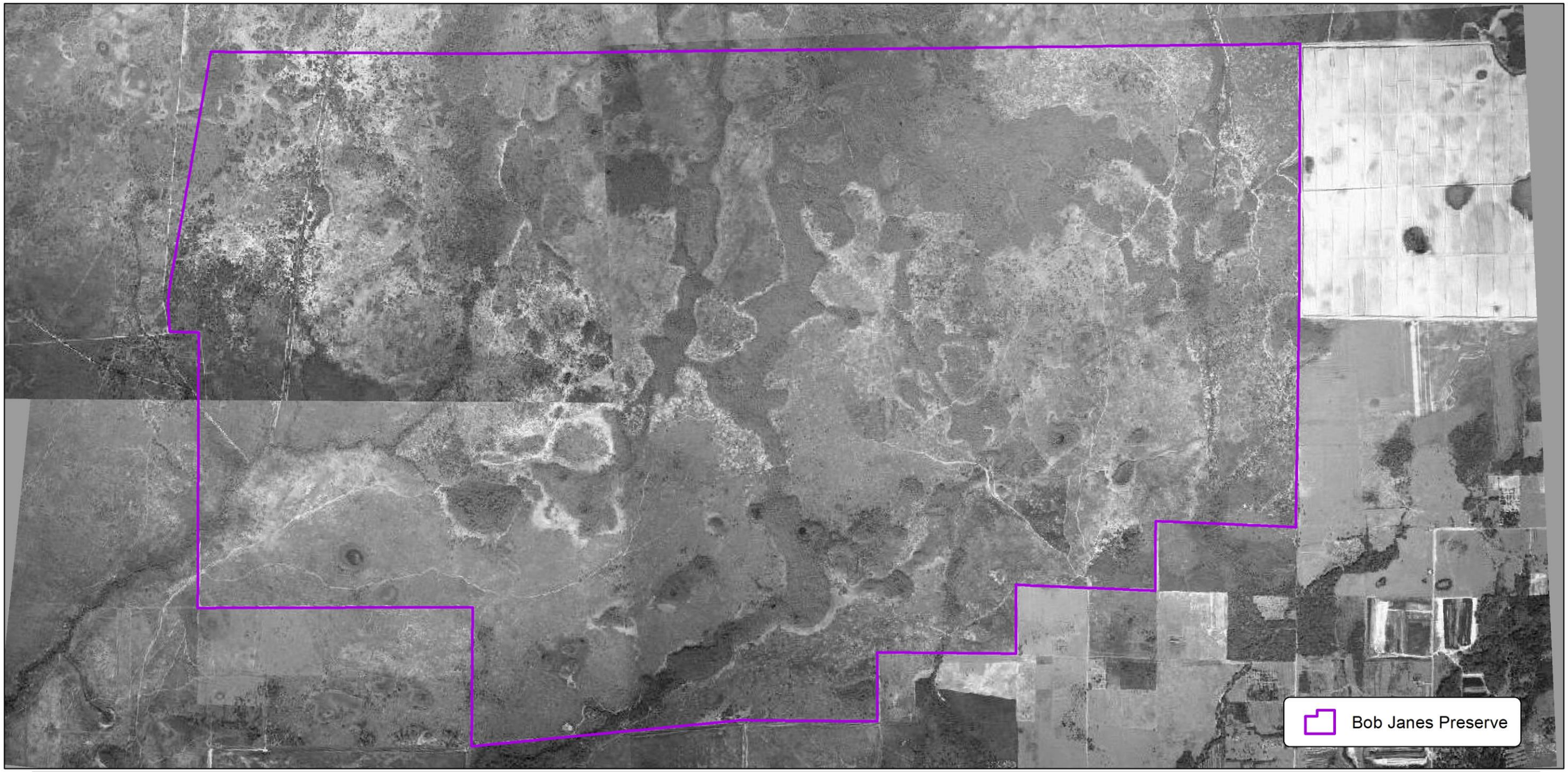


Figure 12: 1968 Aerial Map

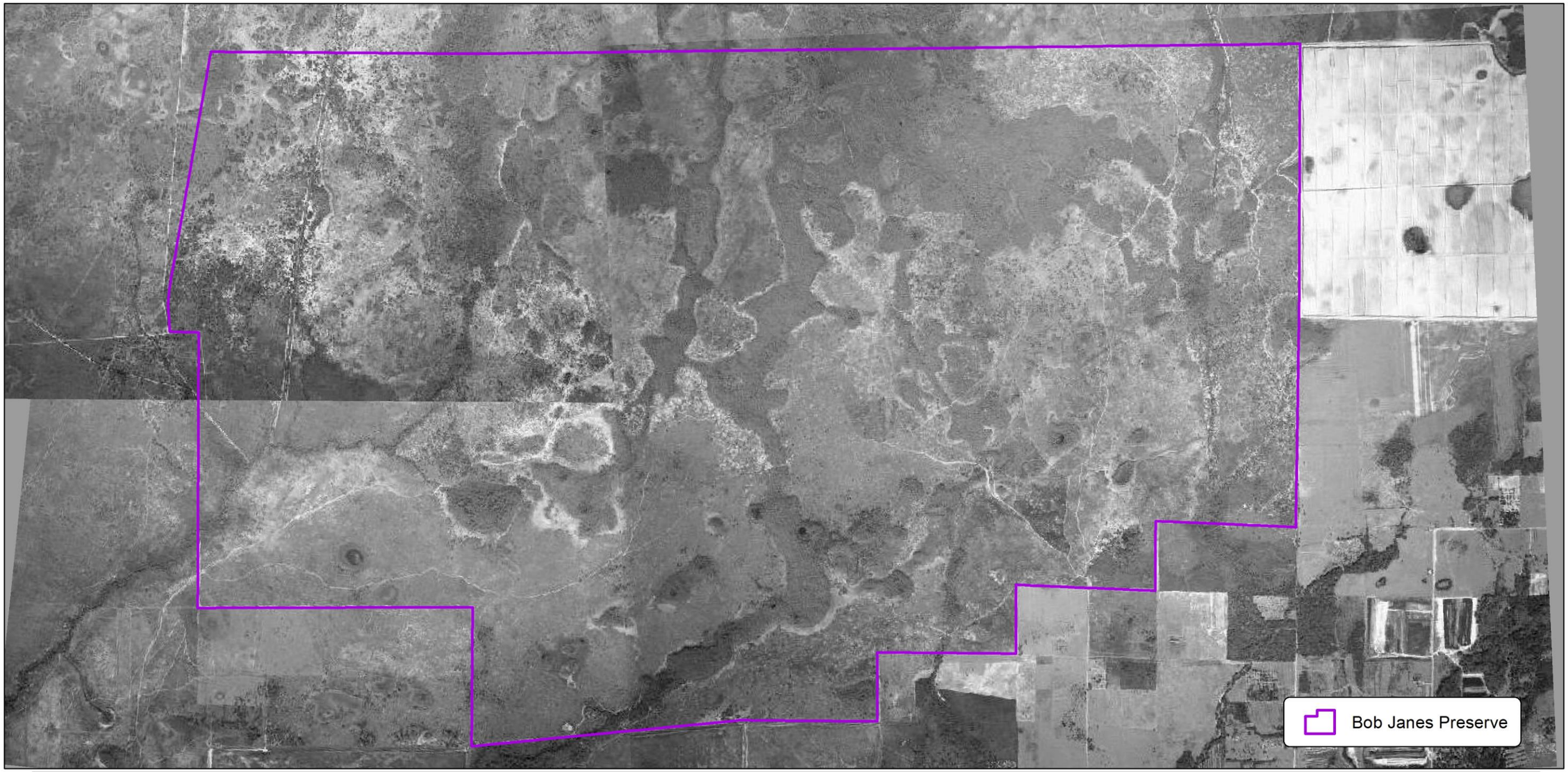


Figure 13: 1976 Aerial Map

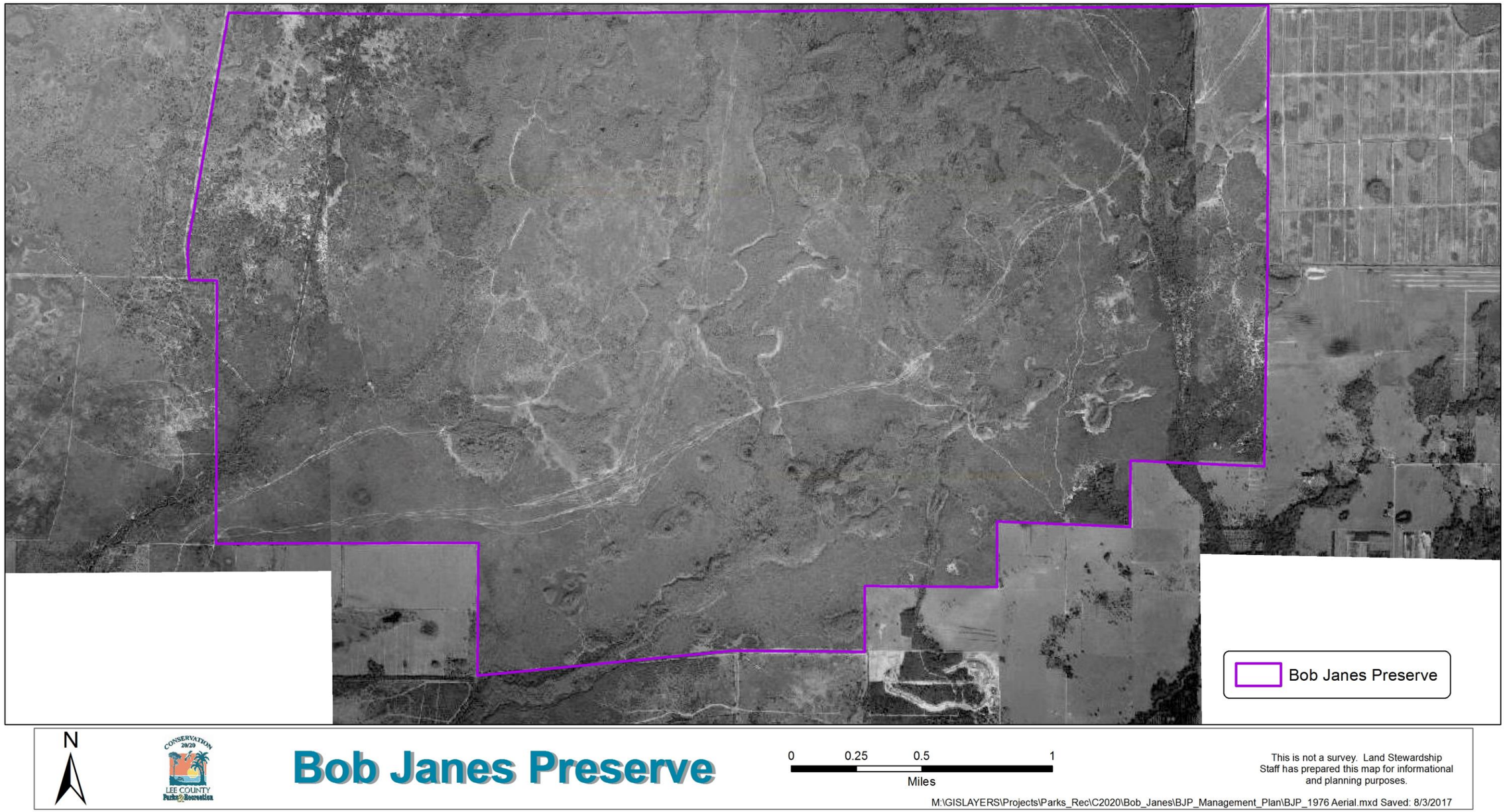
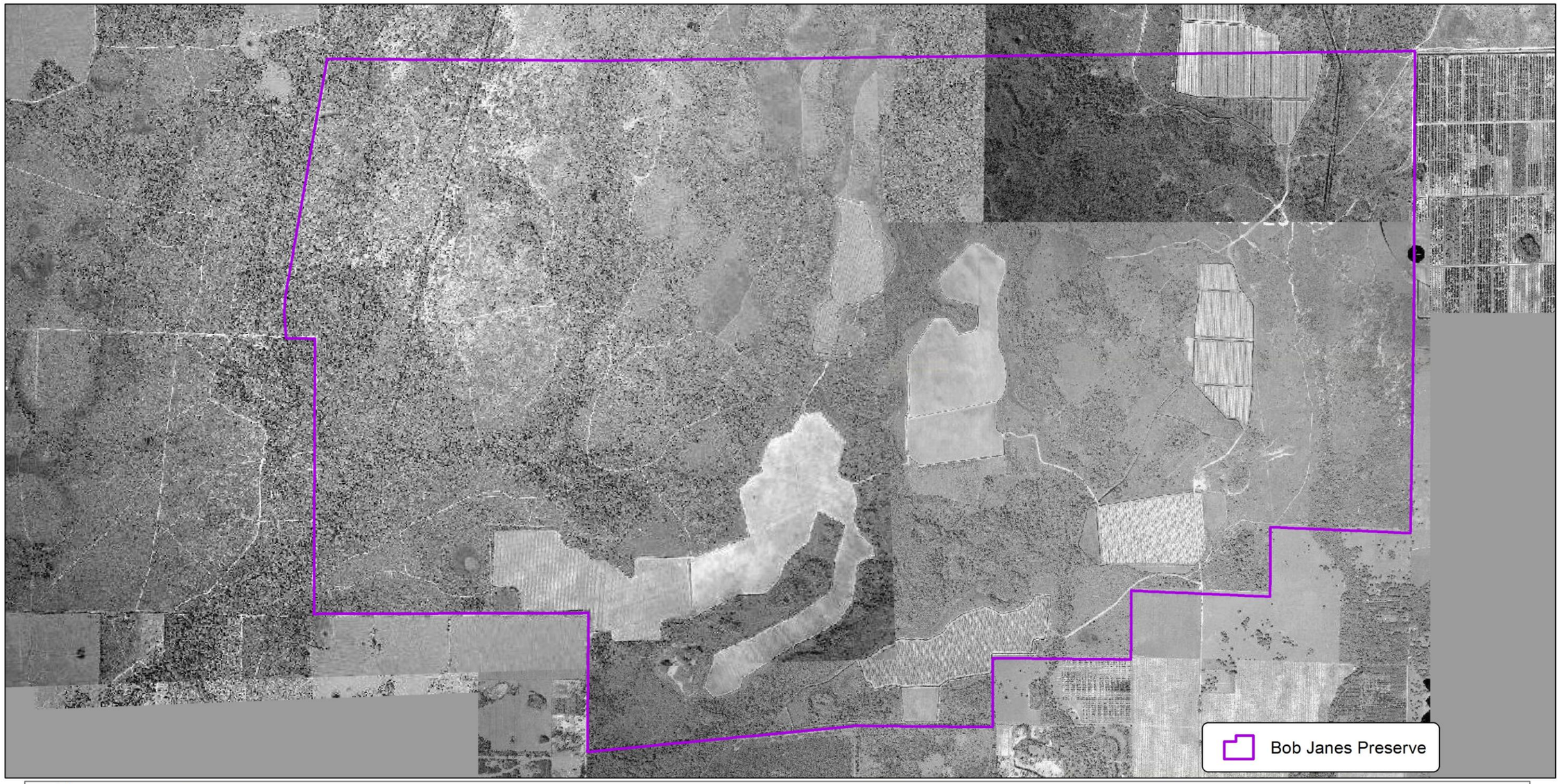


Figure 14: 1986 Aerial Map

Figure 15: 1990 Aerial Map



N

CONSERVATION 20/20
LEE COUNTY Parks & Recreation

Bob Janes Preserve

0 0.25 0.5 1
Miles

This is not a survey. Land Stewardship Staff has prepared this map for informational and planning purposes.

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Figure 16: 1996 Aerial Map

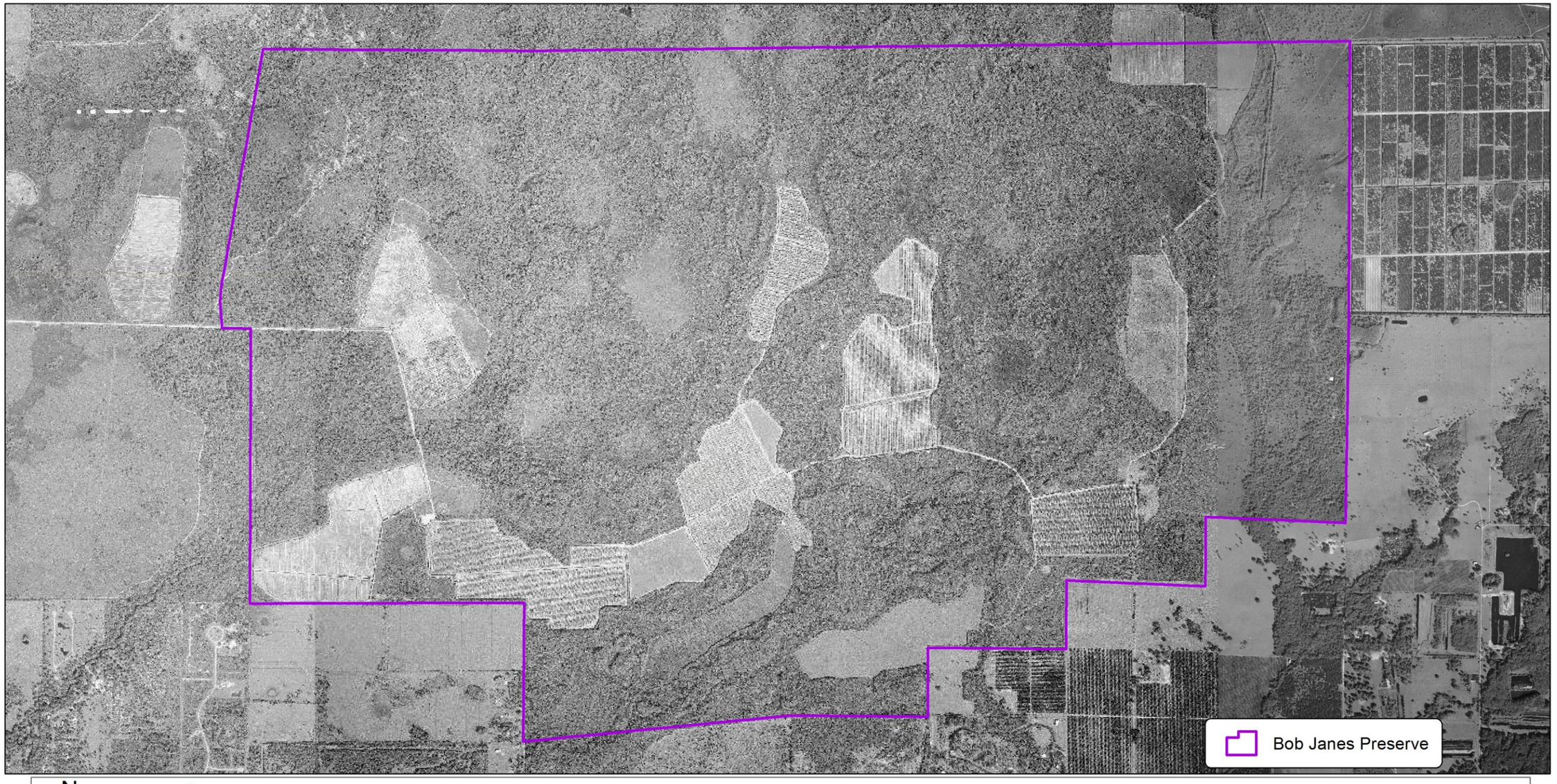


Figure 17: 2005 Aerial Map

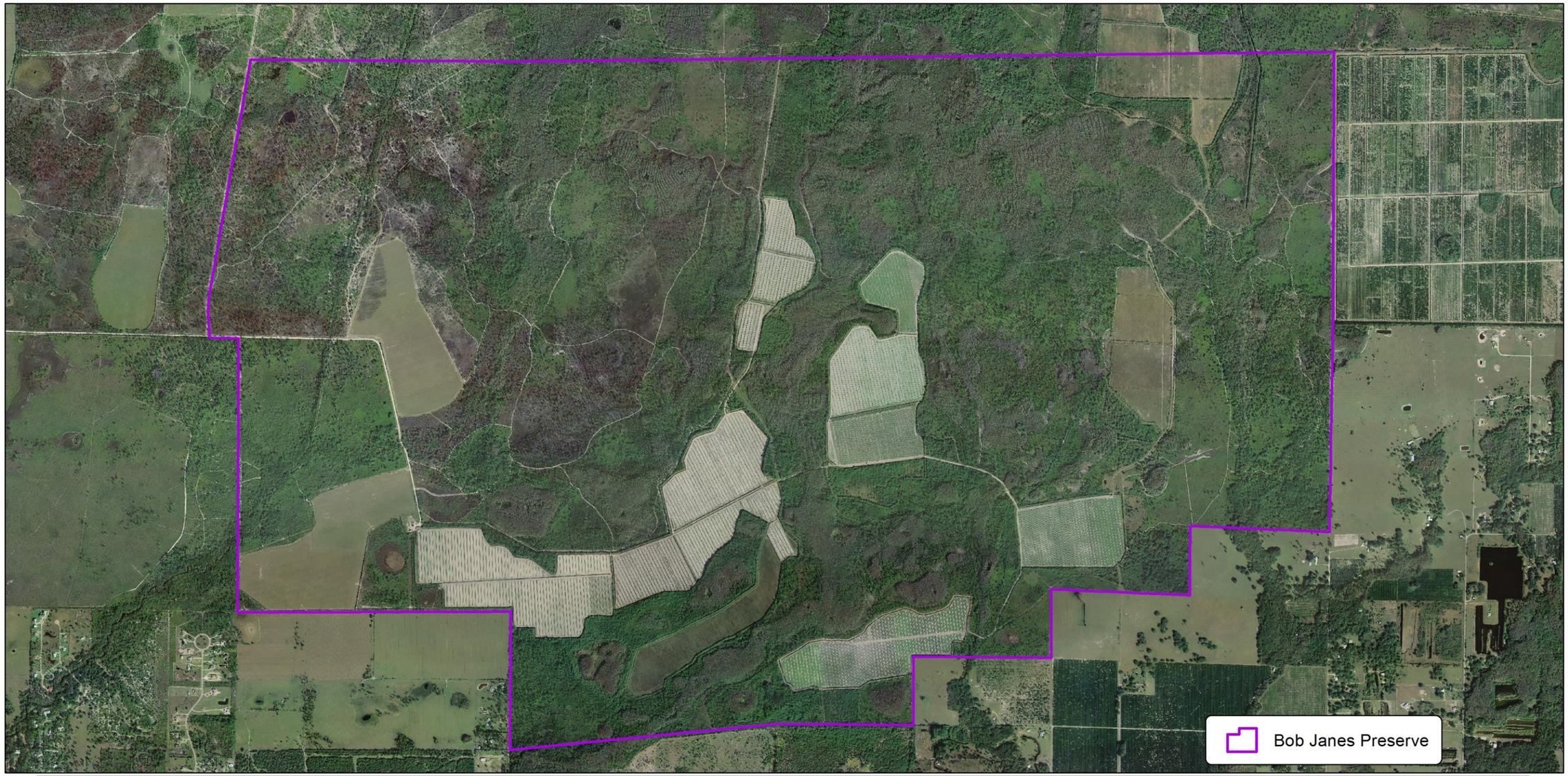
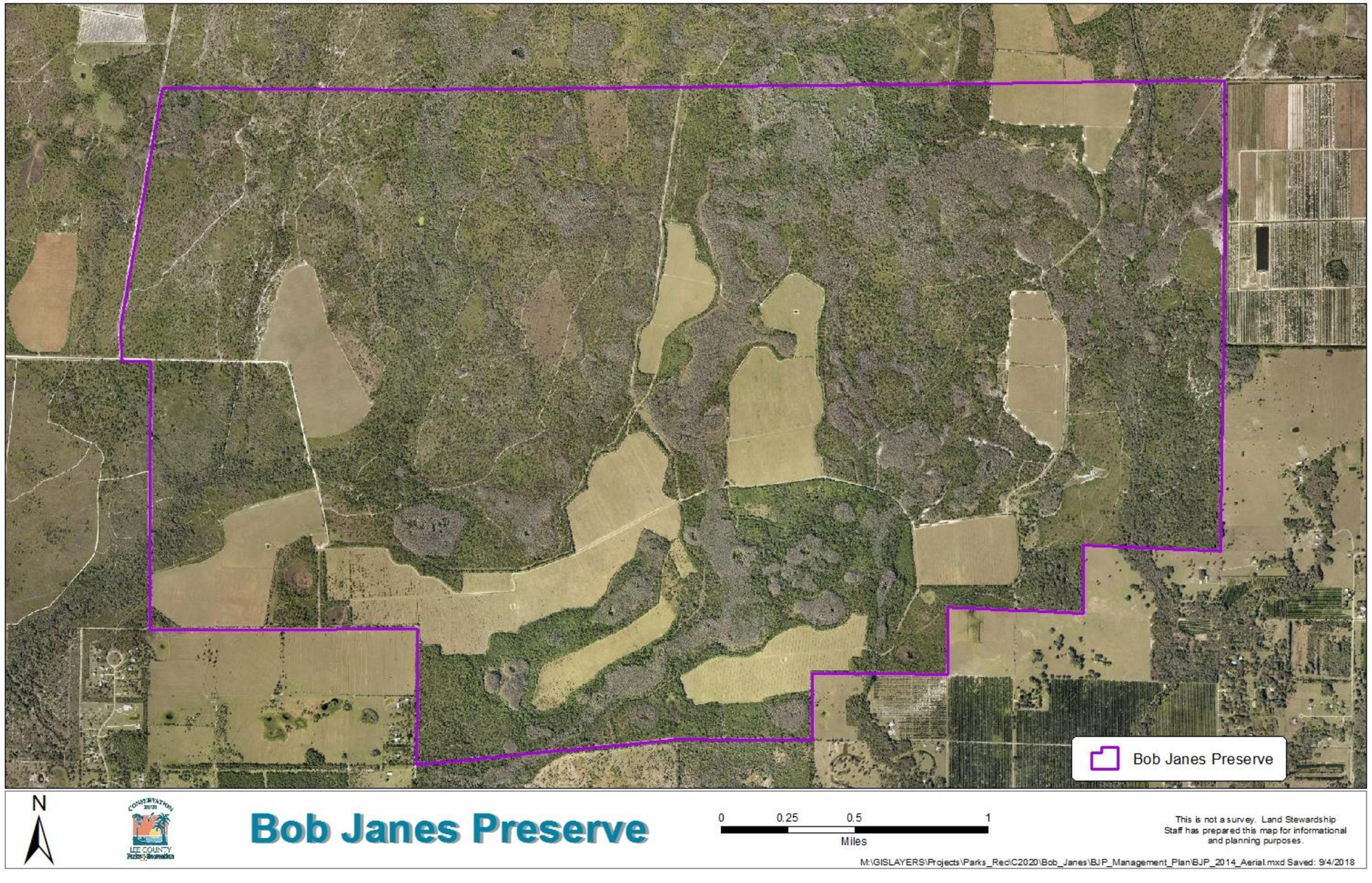


Figure 18: 2014 Aerial Map



iii. Public Interest

The opportunity to purchase portions of the Crescent B Ranch came in 2006, along with an overwhelming public and agency desire to put the land in conservation. The 73,239-acre property is the single largest purchase of conservation land in the State's history. BRP was acquired through a partnership between the State of Florida's Florida Forever Program and C20/20 (for the purchase of the land now known as BJP). Florida Statutes (FS 259.1052, FS 259.10521 and FS 259.1053) were specifically written to ensure that the ecological and economical goals of the former Crescent B Ranch are sustained. A group of citizens incorporated the Babcock Preserve Partnership to lobby for the acquisition of the 73,239 acres and after their successful work, donated the remainder of their funds toward management and recreation. The donation was used to fund part of the initial berm and breach hydrologic restoration work, along with trail markers for the initial hiking loop.

During the development of the overall BRP Management Plan (2008) there were multiple meetings held for Agencies (FFS, FWC, C20/20, Charlotte County, BRM and Babcock Ranch Inc.) to develop the goals, objectives and strategies for the plan. One of those meetings, held on August 8th 2007, was open to the public. From the first meeting, the management advisory group gave their ideas to guide development of the 10-year conceptual management plan for BRP. The group categorized their ideas into four categories:

- Protect and Manage Natural and Cultural Resources
- Provide for Public Recreation and Education
- Sustain and Create Economic Activities
- Issues of Regional Impact

Afterwards, they prioritized their ideas by allowing each member to vote on ideas they felt were most important. Both the public and members of the advisory group were allowed to provide comments throughout the day by forms. Copies of these comments are available in the BRP management plan (Pandion 2008).

During the August 9th and 10th 2007 meeting, the objective was to make goals, objectives, and a budget and an optimal boundary for the management plan. During this meeting the group developed a list of goals and objectives, provided an optimal boundary map and shared a list of challenges for the management of BRP.

Two public hearings were held in November 2007 to share the BRP management plan. Thirty-three people attended the meeting in Charlotte County and fifty people attended the Lee County meeting. Transcripts of both meetings and all written public comments are available in the BRP management plan (Pandion 2008).

A consortium of people from agencies, local governments and the BRC staff were tasked with overseeing management of the entire property, including BJP as one unit of land. In 2015, management was shifted to a private entity and with that shift Lee County staff made the decision to take over management of the Lee County portion of BRP and separate BJP from outside management.

Refer to the Public Access and Resource-Based Recreation section for additional information. Information concerning this and all C20/20 preserves can be found online

(www.conservation2020.org) along with copies of their associated management plans, when available.

V. FACTORS INFLUENCING MANAGEMENT

A. Natural Trends and Disturbances

Natural trends and disturbances can include hurricanes, flooding, wildfires, occasional freezes, and the pattern of wet and dry seasons. Implementation of the Management Action Plan will take all of these factors and their influence on projects at BJP into consideration. General information on natural trends and disturbances influencing native communities and stewardship at BJP can be found in the LSOM's Land Stewardship Plan Development and Supplemental Information section.

B. Internal Influences

Before BJP was purchased, Goldner Associates conducted a Phase I Environmental Site Assessment (ESA). As part of the ESA, they took soil samples in maintenance areas, agricultural staging areas and in areas where above ground petroleum storage tanks were located. There were a total of six petroleum impacted soil locations; all were located on the perimeters of agricultural areas. By June 2006 a total of 507 cubic yards of soil were excavated from the impacted areas by the previous landowner.

In 2013, PSI, Inc., conducted a Phase II ESA concentrating on three agricultural fields which were part of a hydrologic restoration project. If there were residual agrochemicals in the soils within the project area, placing additional water onto the fields might pose an ecological risk. PSI did not detect any concentrations that exceed regulatory limits after conducting extensive testing on soils, sediment and groundwater (PSI 2013).

According to permit document information from the early 2000s there were 35 groundwater wells, installed for agricultural use, located on BJP. These wells ranged in size from 6-12 inches in diameter with total depths between 35 and 104 feet deep. Staff has found some but not all of these wells. Over the years some wells may have become overgrown with vegetation as agricultural endeavors shifted to other well usage. Staff has identified wells which will be kept for future monitoring purposes and will work on capping the rest. Three wells are used seasonally when cow wells draw low by the cattleman. Solar powered pumps and small holding tanks draw water on demand for cattle to drink. These tanks also are utilized by a variety of wildlife during dry periods.

Crescent B Ranch holds a Water Use Permit from the SFWMD (08-00002-W) issued in March 2007 for an annual allocation of 11,518 million gallons for use on 11,430 acres of agricultural lands, including areas used for turf and melon production. In August 2007 a modification letter was submitted to SFWMD for a water use permit requesting reduction of permitted water uses between the agricultural lands within BRP and lands on BRC. Those wells and their permitted capacities on BRP property will be allocated to the State permit once disaggregation of the permits occurs. Similarly, wells and capacities permitted on BRC property will be allocated to BRC. Lee County has separated the wells on BJP from this state permit. Wells not associated with this SFWMD permit also exist on the property, some as old as 1995. They are included in this section due to their documentation in county GIS layers.

The primary impact to BJP was the alteration of native plant communities to agricultural fields for crop production. Approximately 1,020 acres of abandoned field is present today. Clearing for four fields on the eastern side of the preserve and one in the southwestern area occurred between 1980 and 1985. Between 1986 and 1990 clearing continued to progress west with the addition of one field and the expansion of a field previously cleared. The final two fields were cleared between 1990 and 1996. Along with clearing, ditches and berms were created around every field. The berms altered sheetflow and created perfect conditions for Brazilian pepper to start growing. Today the fields have some large swaths of cogongrass and smutgrass (*Sporobolus indicus*), and are surrounded by Brazilian pepper on the berms. The fields also contain a wide variety of native forbs and grasses which are beneficial to small mammals, turkey, quail and other foraging species. During rainy season the fields also offer shallow feeding areas for wading birds.

There are several large areas of dumped row cover, irrigation lines, PVC pipe and other trash associated with growing crops in the fields that will need to be removed from the natural areas where they were placed. Some of these piles appear to have been partially burned resulting in melting and bonding of the plastic row cover into impermeable layers.

Beginning in the early 1980s, flatwoods were cleared on the eastern and southern portions of the preserve and ditches with berms were constructed to divert water from these agricultural clearings. Some of the fill was used to begin construction of a raised access road. Although no documentation exists, it is likely that culverts were installed in this roadway to enhance drainage of the cypress areas adjacent to the fields. Clearing continued through 1994 to create the cleared fields that exist today, along with the extensive ditches and berms around their perimeters. Prior to clearing the flatwoods would have provided land for water to sit on as it slowly percolated into the aquifer. Today, water flows faster off the property due to the clearings and ditches.

Flow of water through every cypress swamp/strand has been either blocked by the raised roadway or culverted to drain quickly instead of stacking and spreading out into the flatwoods adjacent to the cypress systems. During rainy season staff have observed some cypress areas with very low water levels while water flows through culverts toward the south. Instead of sheetflowing across the preserve and stacking in the lower cypress and creek “fingers” water is channelized south eventually into the Caloosahatchee River. Many culverts are collapsed, have shifted to aim upwards or are filled with debris which adds to the random alterations of flow. Staff have mapped culverts as they are encountered but others likely exist.

Another impact present across the preserve resulted from vehicle use compacting soils and creating trails which are lower than the natural grade of the land. These trails act as small ditches across the property, diverting water from its natural sheetflow pattern across the flatwoods and into cypress heads. Measurements by staff in the most heavily used swamp buggy trails had elevation changes of 4-6 inches from the natural grade edge to the center of the trail. This is one reason many of the old trails have been closed and will be rehabbed to natural grade or allowed to revegetate naturally.

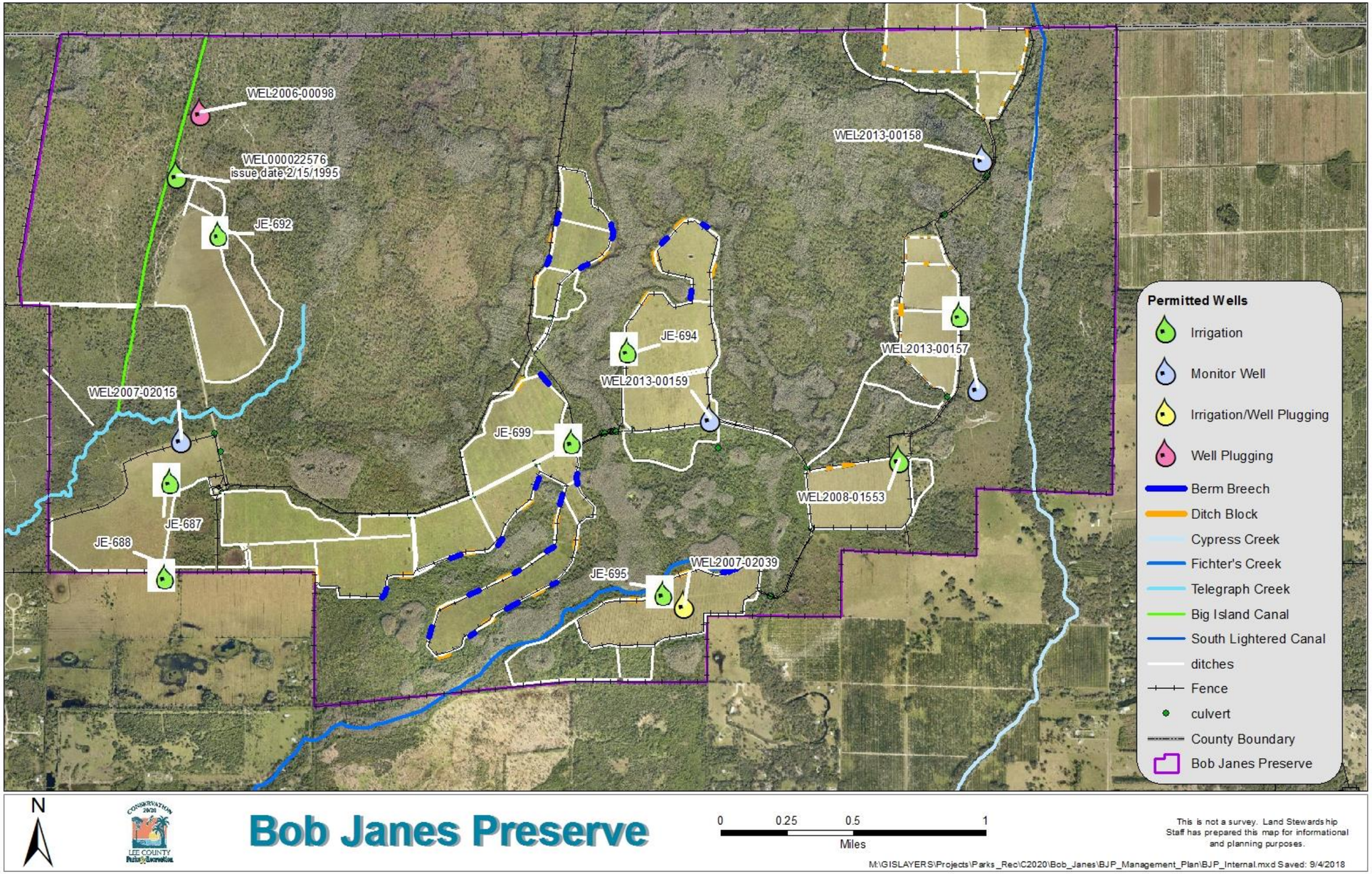
Sheetflow has also been altered by swamp buggy and other ORVs driving through wetlands including Telegraph Swamp. These two-track trails are acting as mini ditches shunting water out of the swamp. Some marshes have been heavily rutted, resulting in disturbance of vegetation and trenching. All future public use trails will be placed on existing firelines and will be away from wetland areas to help with wetland recovery.

A Florida Power and Light (FPL) powerline and related easement run parallel to the fenceline/property boundary on the southwestern corner of BJP, along the southwestern boundary and along the north side of Babcock Road. The powerlines are energized within the BJP boundary, but are not energized once they cross the preserve boundary along Babcock Road. The lines were originally installed prior to the sale of Babcock Ranch to provide electricity to a planned rock quarry which was never built.

Until August 1, 2016, BJP was part of a leased hunting area overseen by FWC. Feeders, tree stands, blinds and other hunting related paraphernalia are scattered throughout the preserve, along with trash left from the RV areas and in the hunt cabin. Staff have held several workdays to haul out trash. BJP also had a honeybee lease on it that ended at the same time as the hunt leases. When the leaseholder removed the bees they left large bins with hundreds of pails that staff also removed.

Extensive internal fencing related to the cattle lease was installed through an United States Department of Agriculture Environmental Quality Incentives Program grant in 2013. Eight fields were fenced with 4-strand barbed wire and a “chute” was fenced in between each field to enable the cattleman to rotate his stock between fields as well as open gates into the non-field areas. Many gates were also purchased by the cattleman and installed after fence cuts occurred. Swamp buggy trails led out of the fence cut areas and it was suspected hunters wanted greater access. Figure 19 visually represents some of the internal influences within BJP.

Figure 19: Internal Influences



C. External Influences

BJP is located within the Northeast Lee County Community, an area designated by the Lee County Board of County Commissioners (BOCC) as one of the 22 planning communities designed to capture the unique character of this area of the county. The vision for this planning community is a safe and friendly community where people want to live, work and recreate. The citizens desire a healthy local economy, balanced with environmental stewardship and maintenance and enhancement of the area's heritage and rural character (LCDCD 2016).

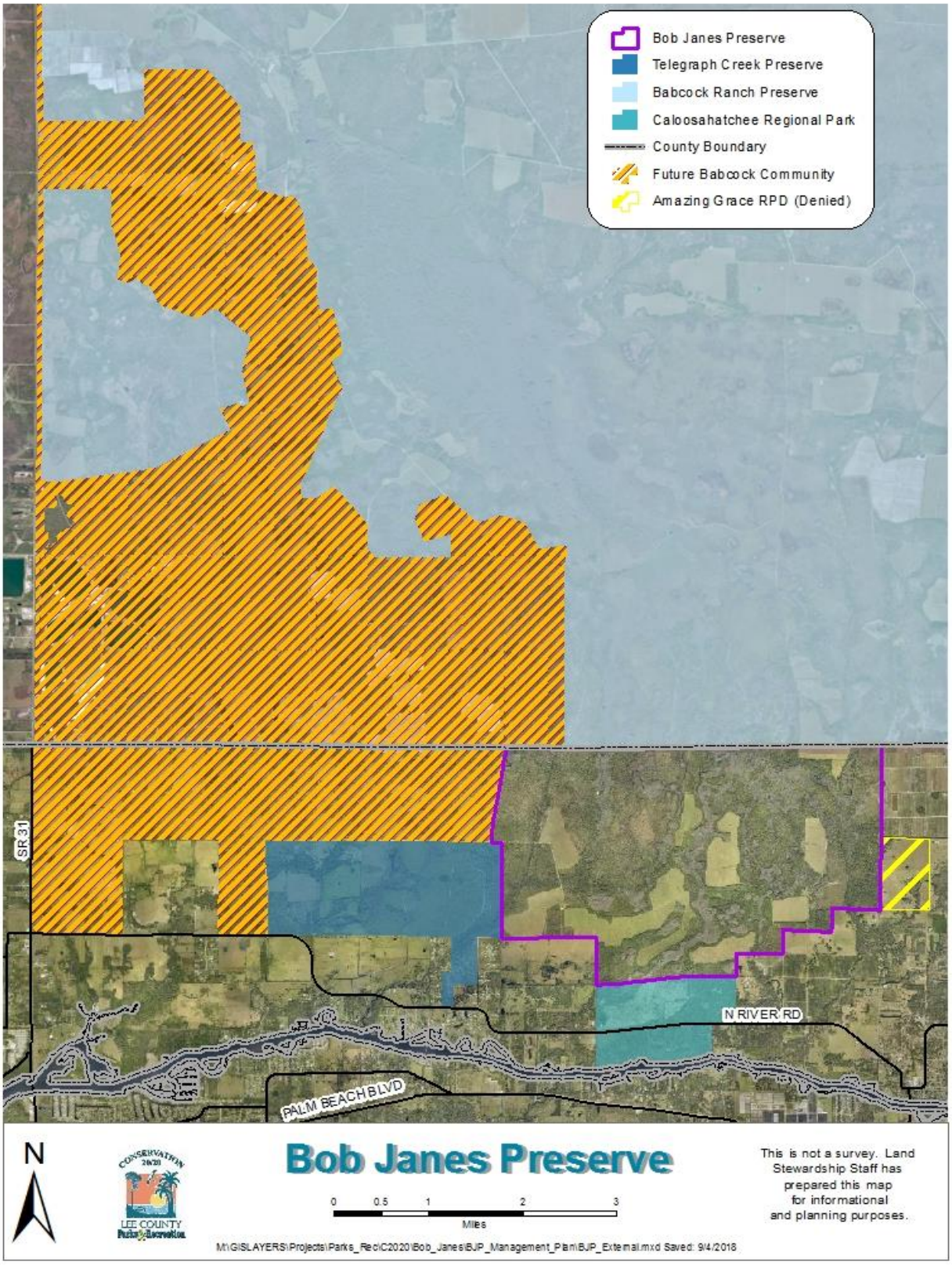
The 17,000 acre Babcock Ranch Community, adjacent to the northwest boundary of BJP is proposed to contain 19,500 homes, 6 million square feet of commercial space, rodeo arena, RV park, charter school, a health center, horse stables and miles of equestrian and hiking trails open to the public. Other proposed facilities include an Eco lodge, hotels, environmental education facilities, large research and classroom area for Florida Gulf Coast University, and an observatory. As the development takes place, it will be increasingly challenging to conduct management activities. C20/20 staff will need to be proactive in working with individual homeowners and developments on education about the importance of prescribed burning and the protection of the preserve. A second phase of the BRC development was rezoned in February of 2018. This area reaches from State Road 31 eastward to the western boundary of Telegraph Creek Preserve and BJP. The rezoning converts 4,157 acres formerly zoned as Agriculture to Mixed Use Planned Development for a maximum of 1,630 dwelling units, 1,170,000 square feet of commercial uses and 600 hotel rooms. Access to these new facilities will be from the Charlotte County main entrance to the community, not from North River Road.

Another external influence relates to the tremendous amount of sheet flow from Charlotte County that enters the preserve each rainy season. Most of the preserve is wet during the summer months and both management activities and recreation will be reduced during this time to minimize disturbance to the submerged soils and alteration of flow. The uplands of this preserve are invaluable during high rain events as they allow for sheetflow across a wide expanse and provide overflow areas for canal and creek flooding before the water reaches residential areas downstream.

Upstream weirs on Big Island Canal and South Lightered Canal control outflow and can put water downstream at random times due to agricultural needs in the leased agricultural fields within Babcock Ranch Preserve. Releases from Lake Okechobee push water upstream at the mouth of Telegraph, Fichter's and Big Cypress creeks which can also alter water levels within the preserve. Historic flow ways and the Big Island Canal are mentioned in the development plans for the Babcock Ranch Community. They will be used as part of the water management for the community, which in turn can alter current on-site conditions.

The potential for illegal activities such as poaching, palmetto berry harvesting and trespassing continues to exist due to the rural location. Protecting the boundaries from dumping, hunting and vehicular access will always be a priority for the preserve. See Figure 20 for location of internal influences.

Figure 20: External Influences Map



D. Legal Obligations and Constraints

i. Permitting

Land management activities at BJP may involve obtaining permits from regulatory agencies. Burn authorization from Florida Forest Service (FFS) is required for all prescribed burns. Any proposed hydrologic improvements may require obtaining permits from the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACOE) and SFWMD. Hydrological and/or habitat restoration projects requiring heavy equipment or tree removal will require notification to the Lee County Department of Community Development (LCDCD).

ii. Other Legal Constraints

There are two recorded easements on the property related to the BRC (Figure 21). The access easement, recorded in 2006, provides the former property owner (Babcock Property Holdings, L.L.C.) a 100' wide greenway trail, named the Caloosahatchee Trail, for use by pedestrians, bicyclists and horseback riders. Its purpose was to provide future residents, guests and invitees of the Babcock Community access to this trail that was proposed to connect to CRP (Appendix D). According to the document Lee County does have the right to segment portions of the trail to separate horseback riding from hiking and biking as long as each segment provides access to CRP. The segments can be reduced to 60 feet in width. Staff will work with Babcock Property Holding and the BOCC to remove this easement due to its impact to hydrologic restoration plans, disconnect with the BJP trail system, and impact to wetlands and necessity for a creek crossing onto CRP.

The second is a drainage easement recorded in 2006 (Appendix E). This easement allows the former property owner, and any subsequent owners of the land adjacent to the north and west boundaries of the preserve, the right to drain and store amounts of surface water as have historically drained from their property into the easement area through existing ditches, swales, culverts and other structures. The adjacent property owner also has the right to enter the easement area to construct, maintain, repair or replace the existing drainage structures at their expense.

Part of the acquisition cost for BJP was funded through a NOAA cooperative award. A conservation easement was placed on 1,123 acres of BJP a condition of this funding. Grant specific signage was placed along the boundary of this easement and are required to remain in perpetuity. The documents related to this easement are in Appendix F.

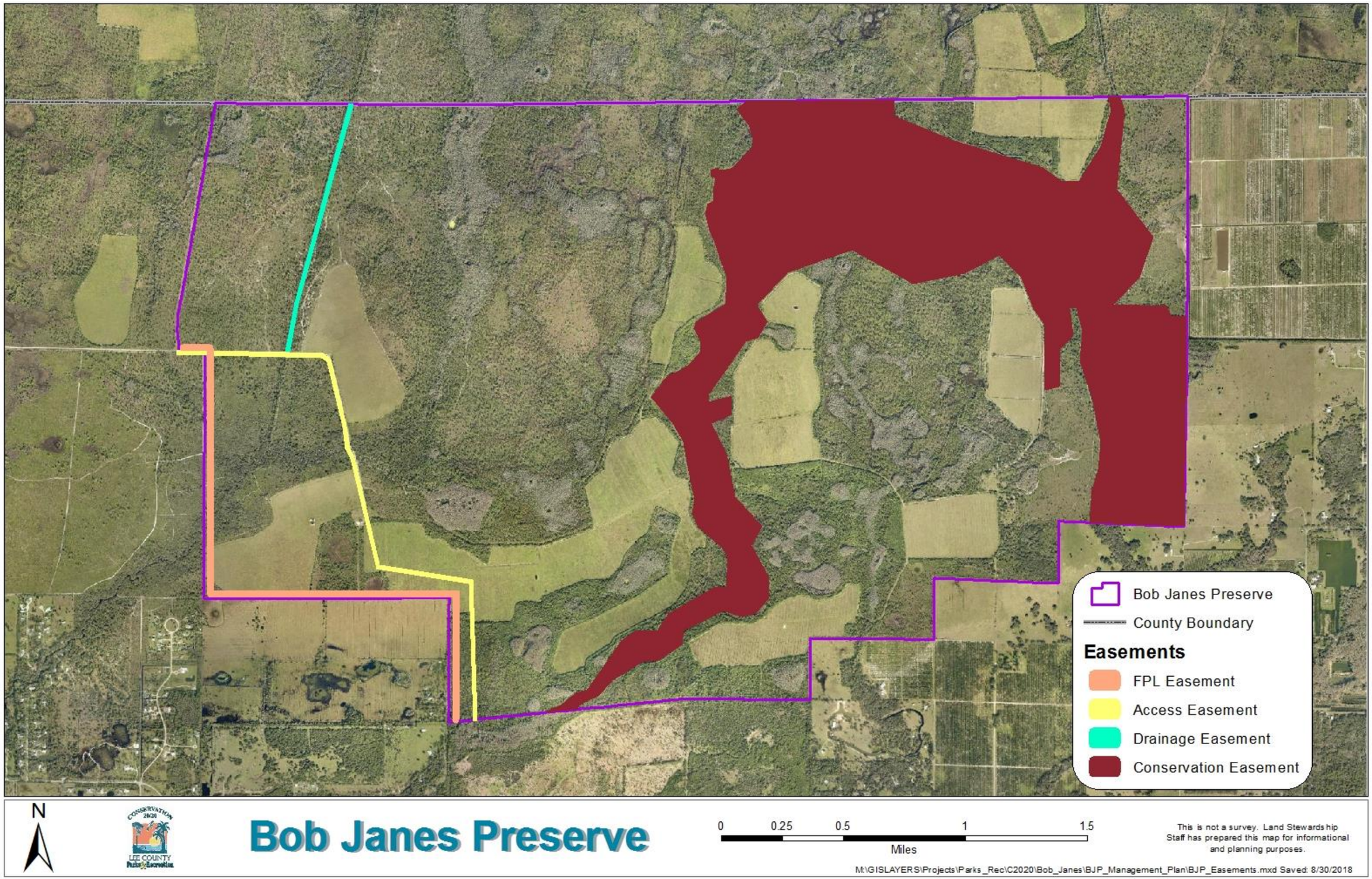
The BRP Act (FS 259.1053), management agreement and purchase agreement all place certain constraints on the use of BJP to ensure its protection. This includes prohibition of off-highway-vehicles recreation, wetland harvesting and cypress harvesting.

All Lee County Conservation 20/20 cattle leases expire each September to simplify coordination between the parties. In 2016 the existing 10-year cattle lease, which had been arranged through the former partnership overseeing BJP, was transitioned into the Lee County format of annual leases. In September 2017, the cattle lease was renewed for another year and shifted all cattle into the fenced open fields and out of the natural

areas (Appendix G). Prior to this, the entire acreage was open to cattle. As a consideration of the Cattle Lease Agreement, this lease may be terminated with a 30-day written notice to the Licensee. At this preserve, the Licensee has been very respectful to prevent harmful environmental impacts by limiting the number of cattle, applying for grants to assist with range management, and installing all interior fence lines and gates. The lease will continue on a yearly basis with the above 30-day consideration. As the open field areas transition/are converted into wetland/wooded communities, staff will determine viability of continuing any grazing on the site.

Due to the presence of an FPL powerline along the southwestern boundary, staff is working to identify the instrument number and locate a copy of the agreement. Staff discussed the possibility of removing the powerline with FPL since it was installed to power a rock quarry on Babcock Ranch property during Fred Babcock's ownership, but determined the cost was not worth the limited benefits removal would bring. For purposes of this management plan, staff has sketched a line on Figure 21 to indicate approximate location of the powerline easement.

Figure 21: Easements Map



iii. Relationship to Other Plans

The Lee Plan, Lee County's comprehensive plan, is written to depict Lee County as it will appear in the year 2030. Several themes have been identified as having "great importance as Lee County approaches the planning horizon" (LCDCD 2016). These themes are:

- The growth patterns of the county will continue to be dictated by the Future Land Use map
- The continued protection of the county's natural resource base
- The diversification of the county's traditional economic base
- The expansion of cultural, educational, and recreational opportunities
- A significant expansion in the county's physical and social infrastructure

The entire Lee Plan can be found online (http://www.leegov.com/dcd/Documents/Planning/LeePlan/Leeplan.pdf) and sections of the plan which may pertain to C20/20 preserves have been identified in the LSOM.

The North East Caloosahatchee Tributaries Restoration Project (NECTRP) is a hydrologic and ecosystem restoration project focused on conservation lands in the northeast corner of Lee County. BJP is the centerpoint of the project, which will involve compiling existing data and past project proposals, fieldwork and groundtruthing of existing conditions and proposals for increasing the hydroperiod within existing wetlands and creating marshes on some of the disturbed former agricultural fields to enhance natural water storage capabilities on-site. Funding for this project is provided through the settlement for the BP oil spill and will be completed as a partnership with Lee County Division of Natural Resources. This is a long term project projected over a 15 year period.

E. Management Constraints

The principle management constraints for BJP include limited funding, limited vehicular access, the brief dry season for conducting land management activities and increasing urbanization pressures adjacent to the preserve. Although C20/20 is scheduled for funding allocation each year by the BOCC, efforts to obtain additional funding through grants and monies budgeted for mitigation of public infrastructure projects will be pursued when possible. These funds will be used to supplement the operations budget to meet the restoration goals in a timely manner.

Large portions of BJP are wet most of the year. January through April are typically the driest months. Management activities will typically need to be conducted in the drier months. If access is necessary for management when water levels are high, vehicles such as ATV's will be used if necessary, otherwise staff will travel on foot.

Future development related to BRC will increasingly affect boundary security and management activities. Prescribed fire is a vital tool used to keep fuel loads down, to ensure biological diversity, and to maintain functional habitat value for wildlife. Smoke management will increase in importance once buildings and other infrastructure are constructed. Hog hunts and traps will need to be set back from homes.

Staff access onto BJP is granted through an agreement with Kitson Development for use of the road known as “Babcock Road”. Public access is provided through Telegraph Creek Preserve trail system and parking area. With the future trail system and recreational offerings planned at BRC and BRP, BJP will maintain its primitive, low impact recreational offerings.

F. Public Access and Resource-Based Recreation

The Crescent B Ranch sold private annual hunting leases for deer, turkey, quail and hog. The lessee was assigned a section of property and was given exclusive hunting rights in that section as long as they followed FWC hunting regulations. With the purchase by the State and Lee County, hunting was interrupted for one year and then resumed as a lease overseen by FWC. The lease was not renewed once Lee County took sole responsibility for management in August of 2016.

As part of the purchase agreement, a paved greenway trail was proposed for non-motorized recreational use to connect BRC to CRP. The actual route must be approved by the State (as owners of BRP), Lee County and BRC managers if all entities chose to pursue its development. Residents of BRC will provide at least $1 per household per month to help fund the preserve’s management needs. The easement document says unpaved and/or paved and it does not specify if Lee County or the state is the recipient of the money. Staff will work with all involved parties to eliminate this easement due to its crossing of wetlands, impacts to future hydrologic work to improve water quality in the Caloosahatchee River, and its non-connectivity to established trails and entrances. A wide array of hiking, equestrian and bicycling opportunities will exist within the BRC and will be open to the public for use.

Currently BRP provides two hiking trails on the northwestern corner of the property: Bermont Trail Crossing (7.5 miles) and the Ecotour Trail (1.5 miles). Additional public use trails for hiking and equestrians have been marked on the Babcock Ranch development parcels and are currently open for general public use. The Cecil B. Webb Wildlife Management Area offers over 35 miles of old tram roads for mountain biking, hiking and horseback riding, along with stable rentals for overnight stays, camping areas and large parking areas. CRP provides equestrian, hiking and biking trails as well as tent camping. Visitors camping at CRP are within a three mile drive/bike ride to the hiking entrance of TCP and equestrian campers utilizing FWC’s stables are within a 15 mile drive to access the equestrian trailhead at TCP.

Within BJP, trails will be concentrated on the drier western portion of the preserve utilizing existing firelines (Figure 22). The trails will connect from TCP’s equestrian access parking area off of Argo Drive on North River Road and from the hiking access parking area directly off of North River Road. By utilizing the already constructed parking area on Telegraph Creek Preserve, users will travel through wet prairie offering wide open vistas of quail, turkey and gopher tortoise habitat. The trail length for equestrians in TCP is 7.5 miles. Once through TCP, the equestrian entrance onto BJP is in the NE corner of TCP. BJP offers an additional 9 miles of loop trails. The combined trail distance from the TCP parking area to BJP trails and back offers a total ride opportunity of 20 miles. Hikers can hike 1.4 miles on TCP to cross onto BJP at the

hiking access gate on the southwestern portion of the preserve. A 1 mile loop through scrubby flatwoods and along Telegraph Creek, as well as a 0.4 mile connector trail to the 9 miles of equestrian trails which hikers can traverse (Figure 22).

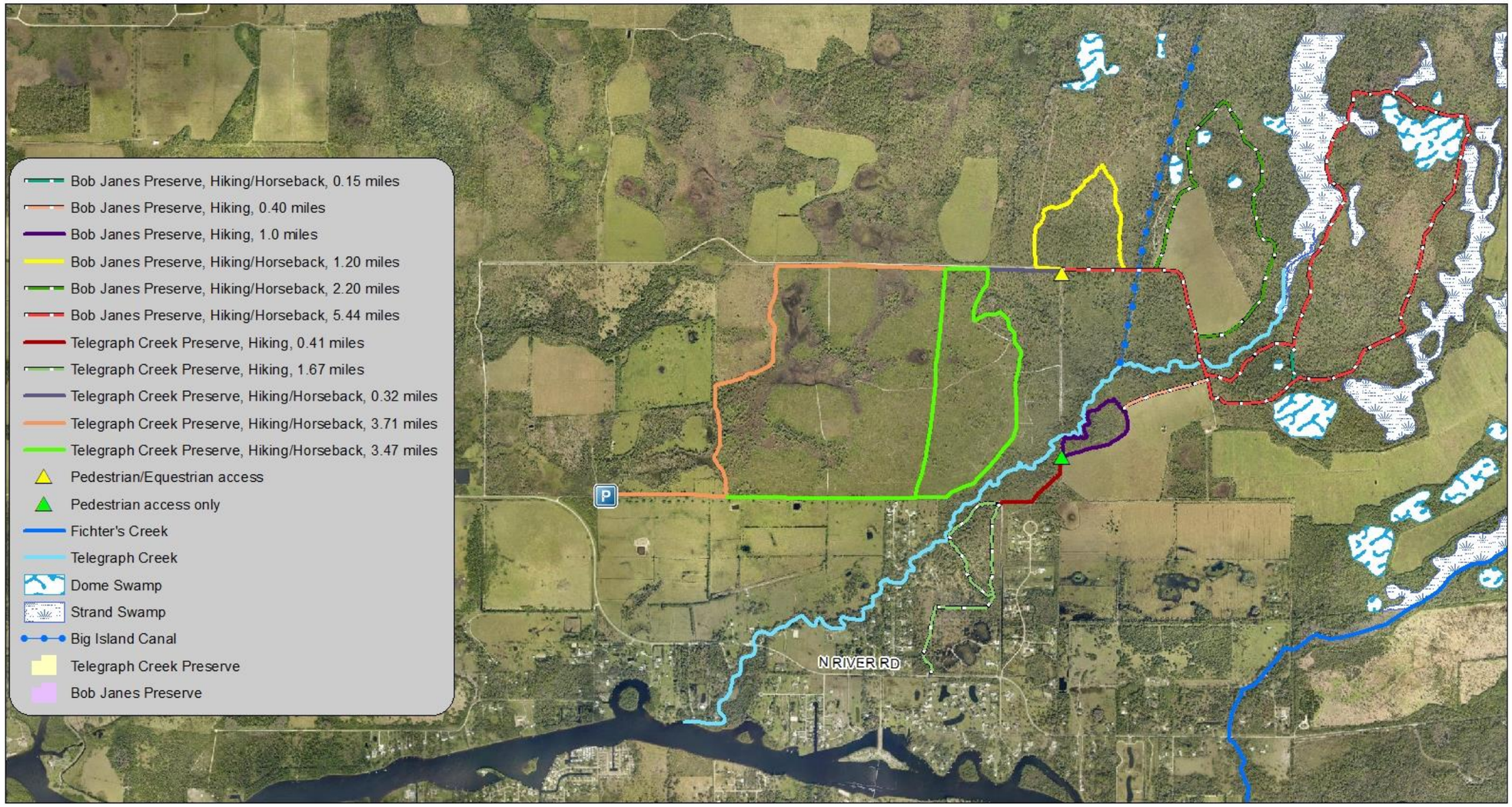
The trail system has been established on the western third of the preserve for several reasons. Telegraph Creek, Telegraph Swamp and other wetland systems are not conducive to trail systems due to their sensitive vegetation, soil that is easily eroded and future hydrologic restoration work which will bring more water into these areas. BJP is home to panthers and black bears, which could pose conflicts with user groups as these animals travel through Telegraph Swamp. The northern border of BJP abuts Babcock Ranch Preserve and its leased hunting area, along with their hunt camp. Trails have been kept away from the northern boundary for safety of people as well as horses.

In discussions with the Alva Fire Department and review of emergency incidents on the trail system at Caloosahatchee Regional Park, access for emergency vehicles/response times also plays a key factor in placement of trails at BJP. No hard road vehicle access exists for the middle and eastern portions of the preserve which make it very difficult for staff truck access, let alone emergency vehicle access. BJP, along with TCP and several other county preserves, will be a seasonal use site with trail access closed once water levels become prohibitive for vehicle access to trails. The former agriculture fields are fenced, ditched and contain cattle which also provides obstacles for helicopter access in the event of an emergency. As hydrologic restoration continues in these fields, they will become unusable for emergency helicopter landing areas because the areas will likely transition into marshes.

Three shallow, seasonally flowing creeks form within BJP from headwaters flowing through cypress systems to the north. These are not navigable by paddle craft so no water access points are feasible. Public desiring to access Telegraph Creek's navigable portions outside of the preserve boundaries can put in at Franklin Locks on either side of the Caloosahatchee River and enter the mouth of the creek.

A quota hog hunt program organized in conjunction with FWC will be explored as an additional public use offering as well as a management tool for reducing overall hog numbers on the preserve. No other game hunting will be allowed.

Figure 22: Equestrian/Hiking Trail Map



G. Acquisition

Kitson & Partners purchased the Babcock Florida Company that owned the entire Babcock Ranch on July 31st, 2006. That same day, they sold 73,471 acres to the state of Florida (BRP) and Lee County (BJP) and retained 17,890 acres for the future BRC.

BJP (STRAPs 01-43-26-00-00001.0000, 12-43-26-00-00001.0000, 04-43-27-00-00001.0000, 05-43-27-00-00001.0000, 06-43-27-00-00001.0000, 07-43-27-00-00001.0000, 08-43-27-00-00001.0000, 09-43-27-00-00001.0000, 17-43-27-00-00001.0000 and 18-43-27-00-00001.0000) was purchased through C20/20 for $41,538,620. Lee County staff applied for, and received, a grant through the National Oceanic and Atmospheric Administration for $2,807,531 which was applied to the acquisition cost. The legal description for the preserve is located in Appendix H. Figure 23 shows the location of six nominations near BJP, all of which were withdrawn from the program by the landowners.

Unlike all other C20/20 purchases, BJP, as part of BRP, was acquired under a 10-year management agreement, where the entire property was to be preserved as a working ranch and silvicultural operation. Practices under this agreement for the entire property included cattle ranching, timber management and harvesting, Florida native plant nursery, apiary operations, sod and other agricultural farming, tenant farming, ecotourism and natural resource based recreation. Under the agreement, the private corporation, BRM under the advisement of BRI, managed BRP until July 31, 2016. BRI was a non-profit corporation, established by the Babcock Ranch Preserve Act (FS 259.1053). BRI was a 9-member Board of Directors whose responsibility was advise on the management of the preserve (BRP and what is now BJP) and eventually take over management of BRP, excluding BJP. Before the management agreement ended, FWC, FFS and C20/20 (for the BJP portion) were the lead managing agencies in a technical advisory role to the BRP manager. On August 1, 2016 Lee County took back sole management of BJP, negating future management by FFS and all other agencies.

BJP has four Future Land Use (FLU) categories shown on Figure 24. Staff will coordinate with Lee County Department of Community Development, Division of Planning (LCDP) to change the FLU to “Conservation Lands.” Currently, all of BJP is zoned as agriculture (Figure 25). C20/20 staff will also coordinate with LCDP to change the zoning to “Environmentally Critical.”

Figure 23: Acquisition and Nominations Map

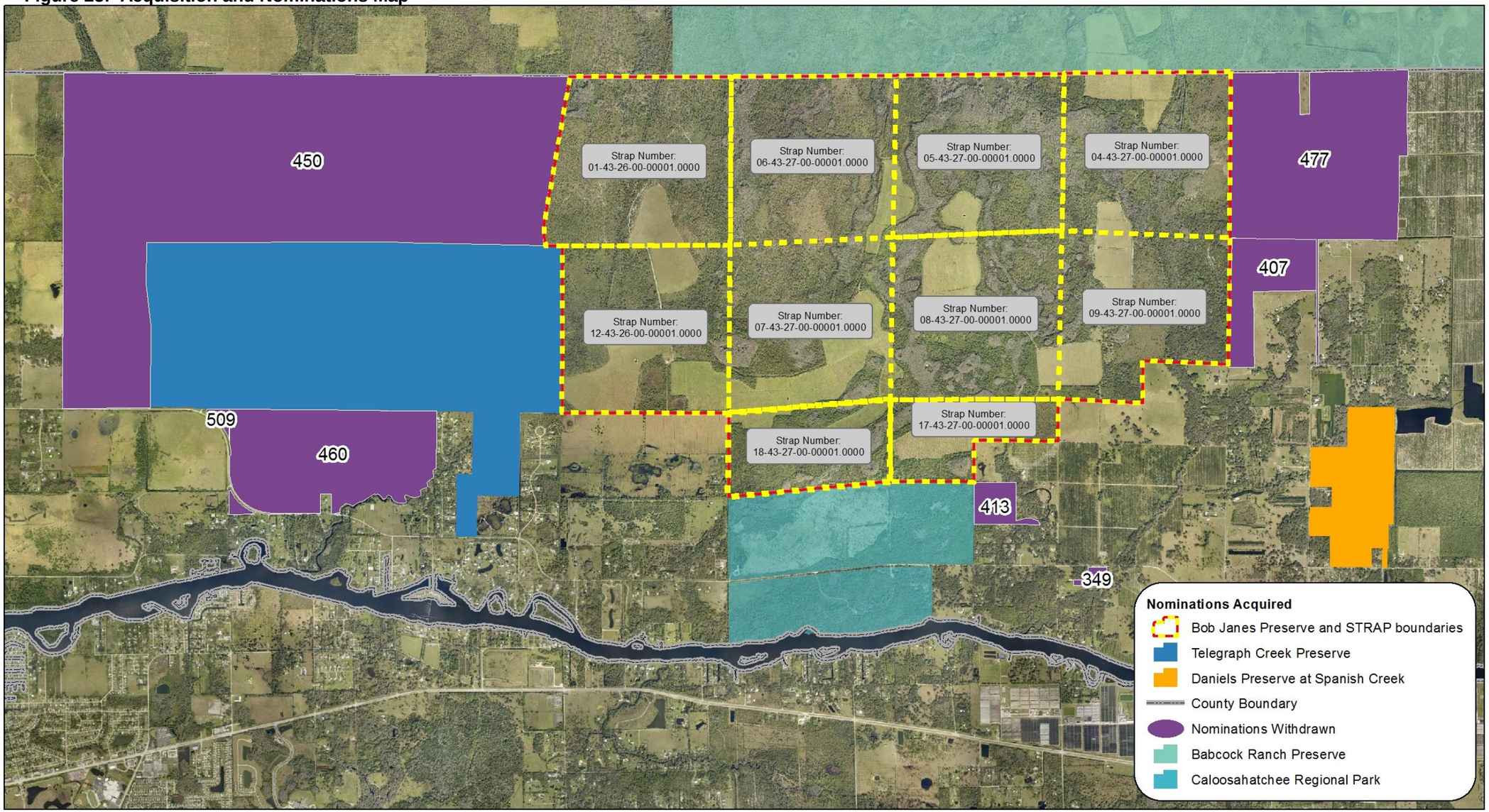


Figure 24: Future Land Use Map

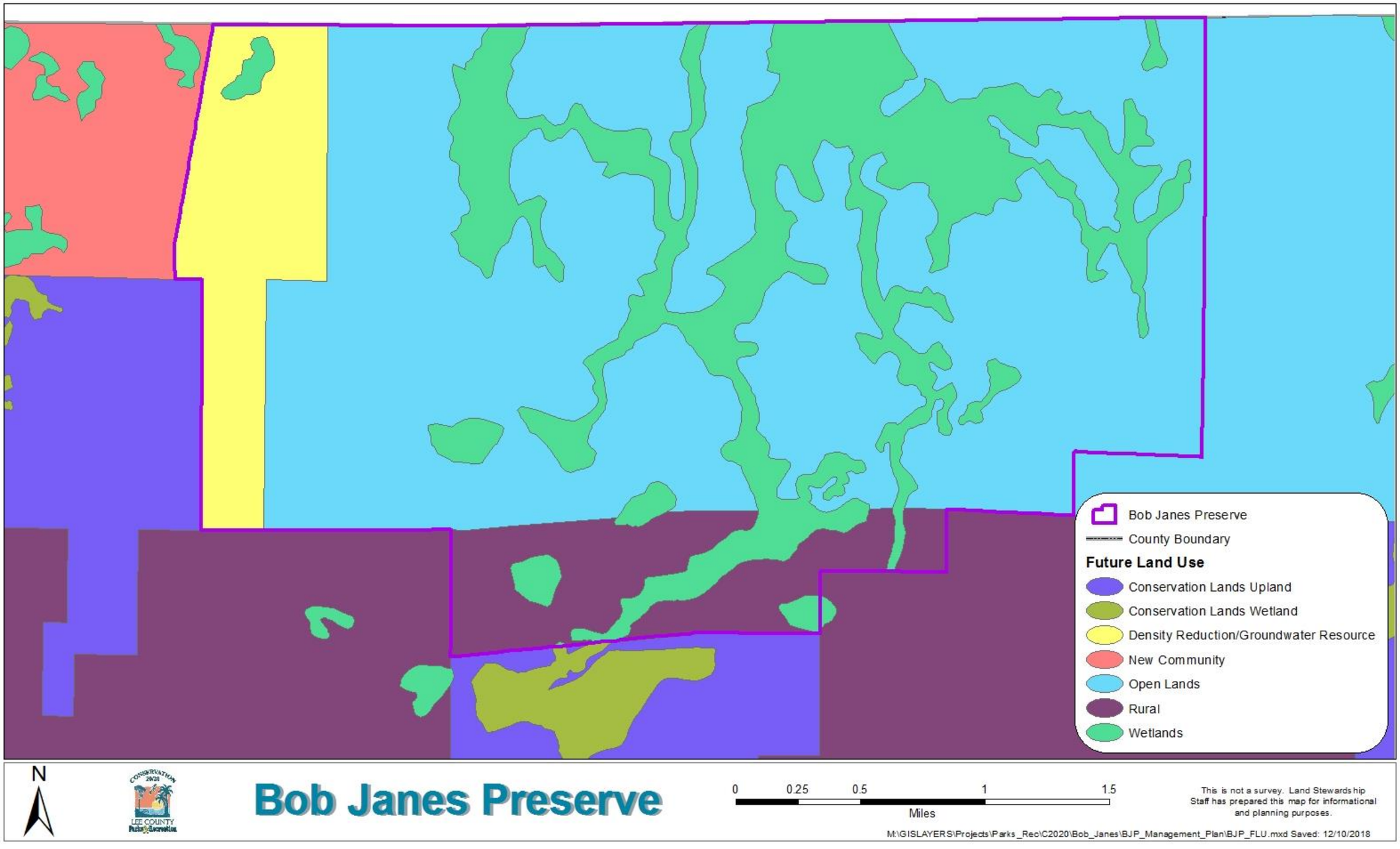
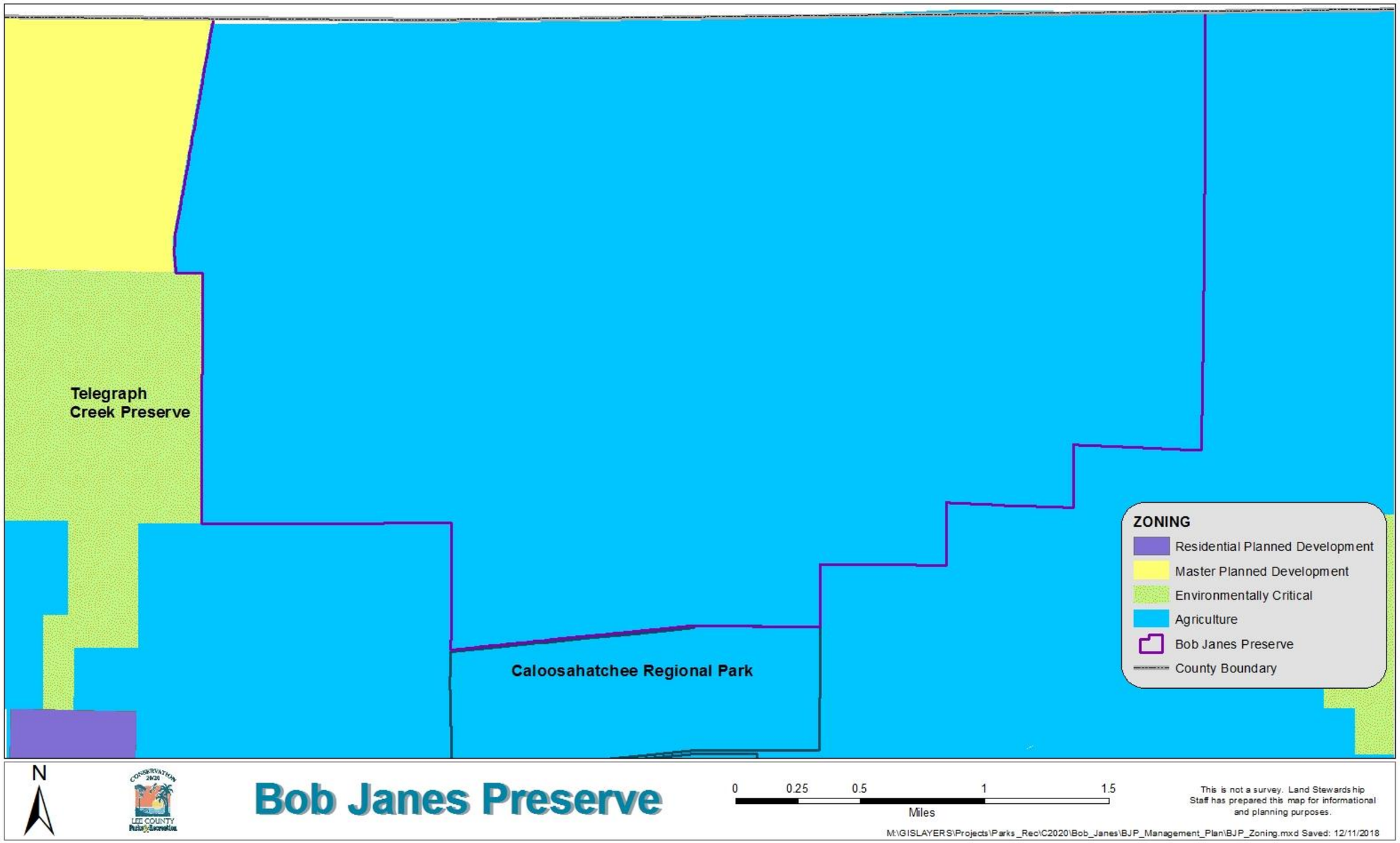


Figure 25: Zoning Map



VI. MANAGEMENT ACTION PLAN

A. Management Unit Descriptions

Bob Janes Preserve has been divided into 38 Management Units (MU) to better organize and achieve management goals. Figure 26 delineates the units that were created based on human-altered elements such as existing ditches, fields, two tracks or altered plant communities. Acreage for all units has been rounded to the nearest tenth of an acre. Due to the large acreage of BJP, each management unit below has been equated to an existing preserve for comparison of scale. MUs labeled with an "A" are the former agricultural field areas, which in the 10 year revision of this plan will likely be incorporated into the numbered unit associated with the "A".

- Management Unit 1

  MU 1 is 288.1 acres, roughly the size of Smokehouse Bay Preserve. It is located in the southwestern corner of BJP. The unit is bordered by TCP to the west, a raised shell road to the north and east and private property to the south, and surrounds MU 1A. A powerline runs along the west and south boundary and the existing hiking trail accessed through TCP is in this unit. This MU is comprised of overgrown scrub and scrubby flatwoods, mesic flatwoods, depression marshes and a mesic hammock associated with Telegraph Creek that bisects the unit. Several "fingers" of Telegraph Creek exist in this unit but flow is limited to rainy season/high rainfall events.

  FWC funding was used in January 2017 to treat cogongrass throughout the unit. Staff has done in-house spray treatments on caesarweed along the western fenceline, the hiking trail and the two-track along the northern fenceline of the field (MU1A).

  Future work in this unit will involve mechanical reduction of palmetto, oaks and cabbage palms to restore open sandy areas and reduce height of vegetation to improve habitat for gopher tortoises. Exotic plant treatments will also continue to be conducted. Prescribed fires will be conducted every 3-7 years. Staff will also re-establish a small section of berm that had been breached to allow swamp buggies access into the wetland in the southeast corner of the unit. This wetland was heavily rutted and impacted by vehicles in the past. Ditches around this wetland will be evaluated for plugging/filling and vehicles will be prohibited from entering the wetland.

- Management Unit 1A

  MU 1A is 114.6 acres, roughly the size of Cayo Costa Preserve. It is located in the southwestern portion of BJP. This unit is fenced and bordered by a berm and private property to the south, a ditch and powerline separating it from TCP to the west, MU1 to the north and east and the raised shell road to the east. This abandoned field contains a 0.2 acre dug cow well and a 10 inch diameter well permitted by SFWMD for agricultural use. This area was cleared, ditched and bermed on the south, west and east side between 1991 and 1995. Once used

for growing produce, this field now contains scattered patches and one solid 4 acre area of cogongrass, and smut grass interspersed with native and pasture grasses. Brazilian pepper borders portions of this unit.

Future work in this unit will involve prescribed burning, exotic plant control, ditch plugging or filling and re-creation of scrub and scrubby flatwoods communities through pasture restoration projects. Pepper and other woody vegetation in the west and south ditches will be mechanically removed. The triangle of flatwoods in the southwest corner will be mo wed to decrease fuel load under the powerlines and to improve quail and tortoise habitat.

- Management Unit 2

  MU 2 is 219.2 acres, roughly the size of Buttonwood Preserve. It is located in the northwestern corner of BJP. This unit abuts the Lee/Charlotte county line and is bordered by future planned development to the north and west (BRC), a raised shell road to the south and MU3 to the east. This unit is comprised of mesic and wet flatwoods, and a dome swamp in the northwest corner. Active gopher tortoise burrows are scattered throughout this unit.

  FWC funding was used in January 2017 to treat cogongrass throughout the unit. Pine stumps indicate this unit underwent a timber harvest and a prescribed fire was conducted in 2010 or thereabouts. Lee County staff conducted burning in November of 2016.

  Future work in this MU will involve continued sweeps for cogongrass and other Florida Exotic Pest Plant Council (FLEPPC) listed exotics, rehabilitation of swamp buggy trails, thinning cabbage palms in cypress areas and a 2-4 year prescribed burn rotation.

- Management Unit 3

  MU 3 is 174.0 acres, roughly the size of Gator Hole Preserve. It is located in the northwestern portion of BJP. This unit is divided by the Big Island Canal and bordered by MU2 to the west, future planned development to the north, MU 4, 4A and 5 to the east and a raised shell road to the south. This unit is primarily mesic flatwoods with small areas of scrubby flatwoods and a dome swamp. Active gopher tortoise burrows are scattered throughout this unit.

  Pine stumps indicate this unit underwent a timber harvest and a prescribed fire was conducted in 2010 or thereabouts. Lee County staff conducted burning in November of 2016.

  Future work in this MU will involve treatment of cogongrass and other FLEPPC listed exotics, rehabilitating swamp buggy trails, filling the ditching associated with the clearing of MU 4A and a 2-4 year burn rotation.

- Management Unit 4

  MU 4 is 109.2 acres, roughly the size of Cayo Costa Preserve. It is located in the western portion of BJP. This unit is bordered by MU3 to the west, MU 5 and 6 to the east, and MU 4A to the south. This MU contains two small dome swamps surrounded by mesic and wet flatwoods. A ditch is located in this unit and

connects to the ditching around MU 4A. The area between the ditching and MU 4A has a heavy infestation of cogongrass in the palmetto and a high density of Brazilian pepper.

Future work in this MU will involve treatment of cogongrass and other FLEPPC listed exotics, filling ditches, rehabbing swamp buggy trails, thinning cabbage palms and a 2-4 year prescribed burn rotation.

- Management Unit 4A

  MU 4A is 90.2 acres, roughly the size of Olga Shores Preserve. It is located in the western portion of BJP. This unit is surrounded by a shallow ditch and bordered by MU4 to the east, MU3 to the west, MU6 to the south and the raised shell two track to the southwest. Clearing for this field was done between 1991 and 1995. The south and portions of the western edge were ditched, but not as deeply as other fields on the property. Young pines, wax myrtle and other native woody species are recruiting into this abandoned field and an ephemeral wetland is forming in the southeastern corner. A swath of cogongrass has become established along the south and part of the east boundary.

  Gopher tortoise burrows are documented along the edge of the woods just to the south, west and east of this field. This field also falls into a portion of a protection zone for a crested caracara nest located to the west on private property. The higher elevation, proximity to exiting burrows and rapid recruitment of upland plant species make this field ideal for restoration to scrubby flatwoods/mesic flatwoods to provide additional upland areas for listed wildlife species.

  Future work in this MU will involve pushing a shallow berm into the shallow primitively dug ditch on the north and part of west edge, treating cogongrass and other invasive exotic species and possibly planting native groundcover to provide a seed source to speed the transition toward flatwood communities.

- Management Unit 5

  MU 5 is 264.5 acres, roughly the size of Galt Preserve. It is located in the northwest portion of BJP. This unit is bordered by state conservation land (BRP) to the north, MU 3 and 4 to the west, MU 6 to the south and MU 7 to the east. This MU is primarily comprised of mesic flatwoods and a strand swamp which feeds water into Telegraph Creek.

  Lygodium is present throughout the swamp and edges of flatwoods while pockets of melaleuca and pepper are scattered throughout the unit. A prescribed fire needs to be put through the unit within a year, otherwise mechanical reduction of fuels will be necessary. Multiple old feeder sites and buggy trails crossed the cypress, leaving shallow ditching which allows water to flow along the trail instead of dispersing as sheetflow through the swamp.

  Future work in this MU will involve treatment of FLEPPC listed exotics, rehabiliting swamp buggy trails and following a 2-4 year prescribed burn rotation in the flatwoods. Cabbage palm density will be reduced with a combination of herbicide and mechanical treatments in the strand swamp.

- Management Unit 6

  MU 6 is 131.3 acres, roughly the size of Cayo Pelau Preserve. It is located in the western portion of BJP. This unit is bordered by MUs 4, 4A and 5 to the north, MUs 8 and 9 to the east, MU 10A to the south and a raised shell road the west. This MU is primarily comprised of mesic flatwoods with mesic hammock edging the blackwater stream (Telegraph Creek) and scrubby and hydric flatwoods on the western edge. The hunt cabin is located in this unit.

  As a consequence of fire not running through the hammock, saw palmetto has grown quite high and will need to be mechanically reduced in order for fire to be reintroduced into this unit. Cabbage palms along the fireline and in the flatwoods will be either chemically or mechanically thinned. Additional future work in this MU will involve treatment of FLEPPC listed exotics, rehabilitating swamp buggy trails and a 2-4 year prescribed burn rotation in the flatwoods. Work around the hunt cabin will involve trimming limbs and removing trees adjacent to the structure and mowing around it to maintain a defendable space in the event of wildfire.

- Management Unit 7

  MU 7 is 330.2 acres, roughly the size of Yellow Fever Creek Preserve. It is located in the west central portion of BJP. This unit is bordered by MU 5 to the west, MU 8 to the south, MU 10 to the east and state land (BRP) to the north. MU 7 is comprised of mesic and wet flatwoods, wet prairie, strand swamp and dome swamp.

  The swamps are infested with lygodium and young melaleuca (under 20 feet in height) and pockets of young melaleuca and mature pepper surround them. The density of exotics coverage decreases from north to south.

  Future work in this MU will involve treatment of lygodium and other FLEPPC listed exotics, rehabilitating swamp buggy trails and following a 2-4 year prescribed burn rotation in the flatwoods. Work in the wet prairie may include cutting pines and hardwood species to deter woody encroachment and maintain an open canopy.

- Management Unit 8

  MU 8 is 117.9 acres, roughly the size of St. James Creek Preserve. It is located in the west central portion of BJP. This unit is bordered by MU6 to the west, MU7 to the north, MU 10 to the east and MU 9 to the south. This MU is comprised of wet and mesic flatwoods. Melaleuca, lygodium, Brazilian pepper and cogongrass are scattered throughout this unit at less than 35% coverage.

  Future work in this MU will involve treatment of FLEPPC listed exotics, rehabilitating swamp buggy trails, mechanical/chemical thinning of cabbage palms and a 2-4 year prescribed burn rotation.

- Management Unit 9

  MU 9 is 71.2 acres, roughly the size of Flag Pond Preserve. It is located in the west central portion of BJP. It is bordered by MU 6 to the west, MU 8 to the north, MU 10 to the east and MU 10A to the south. The majority of this unit is a dome swamp surrounded by mesic and wet flatwoods. A small area of hydric hammock is on the northwestern edge. The swamp is infested with lygodium, mature Brazilian pepper and young melaleuca. A 0.3 acre area on the southeast side of this MU contains a large pile of plastic row cover and empty rusted metal drums from the former agricultural use in the field to the south. In May of 2017 an exotics sweep was contracted for this MU to treat all FLEPPC listed plants.

  Future work in this unit will involve treatment of FLEPPC listed exotics, rehabilitating swamp buggy trails, trash removal, initiating a 2-4 year prescribed burn rotation and improving the hydroperiod of the swamp.

- Management Unit 10

  MU 10 is 285.7 acres, roughly the size of Big Hickory Island Preserve. It is located in the central portion of BJP. It is bordered by state land (BRP) to the north, MUs 7, 8 and 9 to the west, MU 10A to the south and MUs 12 and 12A to the west. Strand swamp comprises the central portion of the unit with wet and mesic flatwoods bordering the edges. Melaleuca, lygodium, Brazilian pepper and cogongrass exist throughout the unit.

  Multiple old feeder sites and buggy trails crossed the cypress, leaving shallow ditching which allows water to flow along the trail instead of sheetflowing through the swamp. Future work in this unit will involve treatment of FLEPPC listed exotics, rehabilitating swamp buggy trails, removing old feeder stations, and initiating a 2-4 year prescribed burn rotation through the flatwoods. Pine thinning will be considered for this unit to decrease density of pines where fire has not carried through the flatwoods/cypress transition area.

- Management Unit 10A

  MU 10A is 279.3 acres, roughly the size of Big Hickory Island Preserve. It is located in the south central portion of BJP and is comprised mainly of an old agricultural field which is heavily furrowed. The western third was cleared between 1979 and 1985 and the remainder was cleared between 1986 and 1989. Along with clearing, deep ditches and high berms were constructed around the perimeter. Large Brazilian pepper trees grow on the berms and wide swaths of cogongrass grow on approximately one quarter of the acreage. A 0.1 acre cow well is located in the center of the MU. Fencing is present around perimeter of field along with deep ditches and serves as the boundary of this MU.

  Ditch plugs and berm breaches were constructed in May of 2017 in the north part of the unit. Future work in this MU will involve treatment of FLEPPC listed exotics, altering perimeter ditching through plugging/filling to allow water to sheetflow to the swamp to the south, disking some of the deeper furrowed areas and planting of native vegetation to encourage connectivity of the adjacent

wetland plant communities. The cogongrass swath will be prescribed burned or disked prior to herbicide treatment to increase mortality.

- Management Unit 11

  MU 11 is 189.1 acres, roughly the size of Bocilla Preserve. It is located in the west corner of the southernmost portion of BJP. It is bordered by private property to the west and CRP to the south, and is situated between the agricultural fields of MUs 10A and 11A. Approximately 58 acres of the unit is an invasive exotic monoculture comprised of dense mature Brazilian pepper growing on berms and surrounding the dome swamps with lygodium spreading through the pepper. The mesic and wet flatwoods contain scattered exotics including melaleuca, shoebutton ardesia and guinea grass which is densest along the boundary with CRP. Berm breaches/ditch plugs were constructed on the ditching associated with MU 10A and 11A in May of 2017.

  Future work in this unit will involve mechanical removal of Brazilian pepper, treatment of FLEPPC listed exotic plants, filling/plugging ditches, strategically removing interior berms once pepper is removed, and mechanical reduction of palmetto in the flatwoods. Fire will eventually be reintroduced into this area and will follow a 2-4 year rotation. Due to the wetland communities in this unit work must be done during dry season and limited vehicle access trails will be maintained through the swamp. Old swamp buggy trails will be blocked off and allowed to grow closed. The fencing on the west and south boundary will need to be replaced after invasive exotic vegetation is removed.

- Management Unit 11A

  MU 11A is 56.2 acres, roughly the size of Orange River Preserve. It is located in the south central portion of BJP and is bordered by MU 11 to the west and MU 14 to the east. This area was cleared for cropland between 1986 and 1989. Approximately 30% of this unit is infested with cogongrass. The fenceline serves as the boundary of the MU.

  Restoration work in this unit will eventually result in converting this field to natural plant communities similar to MU 11 and 14. Ditch plugs and berm breaches were constructed in May of 2017. This unit will occasionally undergo prescribed burning and all FLEPPC listed plants will be treated. Staff may determine that natural recruitment of native vegetation needs to be implemented with restoration planting of wetland plants along some of the deeper furrows or in areas where water sits on the land longer due to the ditch alterations.

- Management Unit 12

  MU 12 is 70.3 acres, roughly the size of Hickory Swamp Preserve. It is located in the north central portion of BJP. It is bordered by state conservation land (BRP) to the north, MU10 to the west, MU 12A to the south and MU 16 to the east and is comprised of wet and mesic flatwoods.

  Future work in this MU will include treatment of melaleuca and other FLEPPC

listed plant species, closing swamp buggy trails and burning on a 2-4 year rotation.

- Management Unit 12A

  MU 12A is 57.5 acres, roughly the size of Billy Creek Preserve. This MU is located in the center of BJP. It is bordered by MU 10 to the west, MU 12 to the north and MU 13 to the east. This area was cleared between 1986 and 1989. The fenceline is the boundary of this MU. Ditch plugs and berm breaches were constructed on the west ditch in May of 2017.

  Future work in this unit will involve mechanical removal of Brazilian pepper from the berms associated with perimeter ditching, treatment of cogongrass and other FLEPPC listed species and occasional prescribed burning.

- Management Unit 13

  MU 13 is 136.0 acres, roughly the size of Cayo Pelau Preserve. This MU is located in the center of BJP. It is bordered by MU 13A to the east, MU 14 to the south, MUs 10 and 12A to the west and MUs 12 and 16 to the north. The southern boundary of this MU is the southern fenceline of the raised road. Strand swamp is the largest plant community in this MU with wet and mesic flatwoods bordering the swamp. The ditching associated with the clearing of the agricultural field to the west was dug between 1980 and 1985. Ditch plugs/berm breaches were constructed on the western ditch in May of 2017.

  Future work in this unit will involve treatment of FLEPPC listed plants, removal of old fence, ditch plugging/berm leveling and a burn rotation of 2-4 years. Staff will look at the feasibility of constructing low water crossings to connect the strand swamp between MU 13 and 14. If low water crossing construction is not feasible, then the culverts will be replaced to allow flow under the raised road. Depending on the timeframe for feasibility study and funding, culverts may be temporarily replaced to provide continued driving access for maintenance vehicles.

- Management Unit 13A

  MU 13A is 131.0 acres, roughly the size of Cayo Pelau Preserve. This MU is located in the central portion of BJP. It is bordered by MU 13 to the west, MU 16 to the north, MU 17 to the east and MU 18 to the south. The ditch serves as boundary of this unit. This area was cleared for agricultural use between 1980 and 1985. Ditch plugs/berm breaches were installed in the ditch on the northern third of the unit in May of 2017.

  Future work in this unit will involve treatment of FLEPPC listed plants, occasional burning and possibly more ditch plugging/berm breaching and planting of native vegetation to speed conversion of the field into native plant communities.

- Management Unit 14

  MU 14 is 186.3 acres, roughly the size of Bocilla Preserve. This MU is located in the south central portion of BJP. It is bordered by CRP to the south, MUs 11,

11A and 13 to the north, MU 18 to the east, and MUs 14A and 15 to the southeast. The strand swamp through this unit connects to Fichter's Creek near the southern boundary of BJP. Other plant communities in this unit include an invasive exotic monoculture primarily composed of Brazilian pepper, and mesic flatwoods bordering the swamp. This unit is heavily infested with a wide variety of FLEPPC plants. Ditch plugs/berm breaches were constructed on the western ditch in May of 2017.

Future work will include mechanical removal of pepper from the ditches adjacent to MUs 10A, 11A, 14A, and 15. Prescribed burning will be utilized in the flatwoods every 2-4 years and all FLEPPC listed plant species will be treated.

- Management Unit 14A

  MU 14A is 76.5 acres, roughly the size of Powell Creek Preserve. This MU is located in the south central portion of BJP. This area was cleared for agricultural use between 1986 and 1989. It is bordered by MU 15 and private property to the south, MU 14 to the north and MU 18 to the north and east. The boundary for this MU is comprised of the ditch along the south and west line, the interior fenceline along the north and east lines and the perimeter fence in the southeast corner. Cogongrass is widely scattered throughout this MU and Brazilian pepper thrives on the berms along the ditches.

  Future work in this unit will primarily involve treatment of all FLEPPC listed plants, including mechanical removal and pile burning of Brazilian pepper along the berms. The top of the berm on the southeast corner will be leveled so that fireline can be established/maintenance vehicles can traverse the boundary. Prescribed fire will occasionally be put across the unit.

- Management Unit 15

  MU 15 is 75.2 acres, roughly the size of Powell Creek Preserve. This MU is located in the south central portion of BJP. It is bordered by CRP to the south, private property to the east, MU 14A to the north and MU 14 to the west. Ditches were installed between 1986 and 1989 as part of the field clearing work that is now MU14A. Perimeter fencing and ditches define the boundary of this MU. Mesic flatwoods and two dome swamps contain widespread scattered melaleuca, lygodium and Brazilian pepper. Approximately 30 acres of this unit is classified as an invasive exotic monoculture mix of Brazilian pepper, with lygodium, melaleuca and cogongrassmixed in.

  Future work in this unit will involve mechanical removal of Brazilian pepper in the invasive exotic monoculture, treatment of all FLEPPC listed plants and ditch plugging/berm leveling. Prescribed fire will be put through this unit on a 2-4 year rotation.

- Management Unit 16

  MU 16 is 560.8 acres, roughly the size of Buckingham Trails Preserve. This MU is located in the north central portion of BJP. It is bordered by BRP to the north, MU 12 to the west, MUs 13, 13A, 17, 21A and 23 to the south and MUs 20, 20A

and 22 to the east. This unit is large due to lack of natural breaks that could be used to permanently delineate MU boundaries and the similarity of native plant communities across the acreage. The eastern boundary is the fenceline associated with the raised road. Plant communities in this MU include slough, hydric hammock, mesic flatwoods and wet flatwoods.

Lygodium is widespread throughout this unit and will require extensive work to eliminate. Many swamp buggy tracks enter the unit and dead end at old feeder stations/deer stands. Staff has removed all visible remnants of hunting activities and will allow these short tracks to re-grow with native vegetation.

Future work in this unit will primarily involve treatment of all FLEPPC listed plants. Ideally this unit will undergo an aerial burn after lygodium treatment and enter a 2-4 year burn rotation. If aerial burning is not feasible, staff will burn flatwood communities into the cypress systems when the swamp is holding water.

- Management Unit 17

  MU17 is 228.7 acres, roughly the size of Buttonwood Preserve. This MU is located in the east central portion of BJP. It is bordered by MU 16 to the north, MU 21 to the east, MU 18 to the south and MU 13A to the west. This unit includes the raised road on the south end. This MU is comprised of mesic flatwoods with smaller areas of wet flatwoods and strand swamp.

  Future work in this unit will primarily involve treatment of all FLEPPC listed plants, including mechanical removal of Brazilian pepper in the 6 acre exotics monoculture. Ideally this unit will undergo an aerial burn after lygodium treatment and enter a 2-4 year prescribed burn rotation. If aerial burning is not feasible, staff will burn flatwood communities into the cypress systems when the swamp is holding water.

  Staff will look at the feasibility of constructing low water crossings to connect the flow of water between MU 17 and 18. If low water crossing construction is not feasible, then the existing culverts will be replaced to allow flow under the raised road. A section of old fence along the raised road will also be removed.

- Management Unit 18

  MU 18 is 216.9 acres, roughly the size of West Marsh Preserve. This MU is located in the south central portion of BJP. It is bordered by MUs 13A, 17 and 21 to the north, MUs 19 and 19A to the east, private property and MU 14A to the south and MU 14 to the west. The north boundary along the raised road is the southern fenceline of the double fence and the eastern boundary is the eastern fenceline of the double fence. Approximately 50 acres of this MU is an invasive exotic monoculture of Brazilian pepper with the remainder of the unit comprised of several small dome swamps, wet and mesic flatwoods, a small hydric hammock and a sliver of strand swamp. Two ditch plugs and berm breaches were constructed on the south ditch of this unit in May of 2017.
  Future work in this unit will primarily involve treatment of all FLEPPC listed plants, including mechanical removal and pile burning of Brazilian pepper in the

50 acre exotics monoculture. Staff will look at the feasibility of constructing a low water crossing to connect the strand swamp bisected by the raised road in the southern part of the MU. Currently four culverts exist but one angles upward and two are collapsed. These culverts will be replaced until the feasibility study is conducted for the low water crossing. If low water crossing construction is not feasible, then the existing culverts will be replaced with the appropriate sized culverts to allow flow under the raised road. This MU will be on a 2-4 year burn rotation.

- Management Unit 19

  MU 19 is 52.0 acres, roughly the size of Billy Creek Preserve. This MU is located in the central southeastern portion of BJP. It is bordered by private property to the south, MU 18 to the west, MU 19A to the north and MU 25 to the east. The north boundary of this MU is the fence associated with the field of MU 19A while the east boundary is the eastern fenceline of the double fence. Approximately 10 acres of this MU is a Brazilian pepper monoculture. The remainder of the MU is mesic flatwoods with the exception of two depression marshes totaling four acres.

  Future work may include pulling the entire north berm back into the ditch to allow sheetflow or installing ditch plugs/berm breaches. Rusty old interior fencing will need to be removed from the depression marsh and trails through the marsh will be blocked to allow vegetative recovery and deter outflow onto the “ditching” the trails created. Mechanical treatment and pile burning will be conducted in the Brazilian pepper monoculture area.

- Management Unit 19A

  MU 19A is 64.3 acres, roughly the size of Orange River Preserve. This MU is located in the central southeastern portion of BJP. It is bordered by MU 21 to the north, MUs 24 and 25 to the east, MU 19 to the south and MU 18 to the west. The fenceline serves as the boundary for this MU. This area was cleared for agricultural purposes between 1980 and 1985. North-south oriented furrows exist across the entire field and hold water during rainy season. Berm breaches and ditch plugs were constructed on the west side of the north ditch in 2014 and a cow well was dug on the western side in 2017.

  Future work may include construction of additional ditch plugs/berm breaches in perimeter ditches. Treatment of cogongrass and other FLEPPC listed species will be conducted and prescribed fire will occasionally be put across the unit.

- Management Unit 20

  MU 20 is 35.7 acres, roughly the size of Koreshan Preserve. This MU is located in the northeastern portion of BJP. It is bordered by MU 20A to the east, MU 16 to the south and west and BRP to the north. Fenceline serves as the MU boundary along the north and west sides while ditching serves as the rest of the boundary. This unit consists of mesic flatwoods with large Brazilian pepper

growing along the ditches and circling the cow well. Berm breaches and ditch plugs were constructed on the north, east and south ditches in 2014.

Future work will involve mechanical removal of mature pepper trees and treatment of FLEPPC listed species. Biomass from the pepper removal will likely be pile burned. Prescribed burns will be conducted every 2-4 years.

- Management Unit 20A

  MU 20A is 67.1 acres, roughly the size of Flag Pond Preserve. This MU is located in the northeastern portion of BJP. It is bordered by BRP to the north, MU 20 to the west and south and MU 22 to the east. This area was cleared for agricultural purposes between 1980 and 1985. Ditches serve as MU boundaries on the west, south and east side. Ditch plugs and berm breaches were constructed in 2014 on the south and east ditch.

  Future work in this unit will involve treatments for FLEPPC listed plant species and occasionally conducting prescribed burns. Florida slash pine and native understory vegetation may be planted to speed conversion to native plant communities similar to MU 20.

- Management Unit 21

  MU 21 is 191.3 acres, roughly the size of Bocilla Preserve. This MU is located in the central eastern portion of BJP. It is bordered by MU 17 to the west, MUs 18 and 19A to the south, and MUs 21A and MU 24 to the east. Ditches in this MU were installed between 1986 and 1989 as part of the agricultural clearing for what are now MU 19A and 21A. Approximately 15 acres is a Brazilian pepper monoculture with the remaining acreage comprised of dome swamp, strand swamp, mesic and wet flatwoods, and wet prairie.

  Future work in this unit will involve mechanical treatment in the Brazilian pepper monoculture and treatment of FLEPPC listed plants in all other areas. Staff will explore the feasibility of constructing a low water crossing in the raised road on the southwest part of the MU. If a low water crossing is not feasible existing culverts will be replaced to improve water flow through the swamp. Berms along the interior ditches may be pulled in to fill the ditches to allow sheetflow through the mesic flatwoods. Cabbage palms will be removed along firelines and interior of the dome swamps.

- Management Unit 21A

  MU 21A is 76.8 acres, roughly the size of Powell Creek Preserve. This MU is located in the central eastern portion of BJP. It is bordered by MU 21 to the west and south, MUs 23 and 24 to the east and MUs 16 and 17 to the north. A fenceline serves as the boundary of this MU. This area was cleared and ditched for agricultural use between 1980 and 1985. Berm breaches and ditch plugs were installed on the north, west and south sides in 2014.

  Future work in this unit will involve treatment of FLEPPC listed plants including mechanical removal of Brazilian pepper on the berms.

- Management Unit 22

  MU 22 is 87.4 acres, roughly the size of Olga Shores Preserve. This MU is located in the northeastern portion of BJP. It is bordered by BRP to the north, MUs 16 and 20A to the west, MUs 23 and 27 to the south and MU 26 to the east. The western boundary of this MU is the ditch associated with MU20A and the western fenceline of the raised road. The northern half of the eastern boundary is the center of the Lightered canal. Plant communities in this MU include mesic and wet flatwoods, strand swamp, dome swamp and a sliver of abandoned pasture. Lightered canal flows either seasonally or when water is released from agricultural endeavors to the north. Throughout winter this shallow canal is a wide expanse of sand unless water releases occur.

  Future work in this area may involve alteration of the Lightered Canal to allow for more sheetflow to enter the adjacent plant communities. Treatment for FLEPPC listed plants, a 2-4 year burn rotation and rehabbing of old swamp buggy trails through the unit and mechanical reduction of cabbage palms and palmetto will also occur. Staff will look at the feasibility of constructing low water crossings to connect the strand swamp between MU 16 and MU 22. If low water crossing construction is not feasible, then the culverts will be replaced to allow flow under the raised road. Depending on the timeframe for feasibility study and funding, culverts may be temporarily replaced to provide continued driving access for maintenance vehicles.

- Management Unit 23

  MU 23 is 109.7 acres, roughly the size of Cayo Costa Preserve. This MU is located in the east central portion of BJP. It is bordered by MUs 16 and 22 to the north, MU 27 to the east, MU 28 to the south and MUs 21A and 24 to the west. The streambed for Cypress Creek bisects this MU. A hydric hammock borders the creek with mesic and wet flatwoods and a strand swamp comprising the remainder of the MU. Cypress Creek has a seasonal flow in this unit. The Lightered Canal to the north does not structurally connect to the creek.

  Future work will involve exploring the potential to rehydrate Cypress Creek, treatment of all FLEPPC listed exotic plant species, a 2-4 year burn rotation to maintain the wet flatwoods, mechanical reduction of cabbage palms around the strand swamp and firelines, and closing old swamp buggy trails to allow for revegetation. Staff will look at the feasibility of constructing low water crossings to connect the strand swamp between MU 16 and MU 23. If low water crossing construction is not feasible, the culverts will be replaced to allow flow under the raised road. Depending on the timeframe for feasibility study and funding, culverts may be temporarily replaced to provide continued driving access for maintenance vehicles.

- Management Unit 24

  MU 24 is 110.6 acres, roughly the size of Olga Shores Preserve. This MU is located in the southeastern portion of BJP. It is bordered by MU 25 to the south, MUs 19A, 21 and 21A to the west, MU 23 to the north and MUs 23 and 28 to the

east. The western fenceline of the raised road serves as the eastern boundary of the MU. Mesic flatwoods is the primary plant community while wet prairie, abandoned field, two small dome swamps and a wet flatwoods comprise the remainder. This unit has a well established population of gopher tortoises.

Future work will involve a gopher tortoise survey, mechanical reduction of palmetto on the eastern side of the unit, treatment of FLEPPC listed plants, a 2-4 year burn rotation and reduction of cabbage palms. Pines and shrubs may be removed from the wet prairie with chainsaws to maintain the open canopy and limited woody vegetation characteristics of this plant community. Staff will encourage the abandoned field to establish with scrub component species to improve gopher tortoise habitat.

- Management Unit 25

  MU 25 is 44.2 acres, roughly the size of Persimmon Ridge Preserve. This MU is located in the southeastern portion of BJP. It is bordered by MUs 19 and 19A to the west, private property to the south and east and MU 24 to the north. The fenceline serves as the western boundary of the unit. This MU is a drier area of the preserve and plant communities include scrub, mesic hammock, abandoned field, a small exotics monoculture of Brazilian pepper and mesic flatwoods. This unit has a well established population of gopher tortoises.

  Future work will involve treatment of all FLEPPC listed plant species, gopher tortoise surveys, possible mechanical removal of the invasive exotic monoculture pepper, rehabilitation of old swamp buggy trails, mechanical reduction of vegetation in the scrub area and a prescribed burn rotation of 2-4 years in the flatwoods and 5-7 in the scrub. Staff will encourage the abandoned field to establish with scrub component species to improve gopher tortoise habitat.

- Management Unit 26

  MU 26 is 92.8 acres, roughly the size of Olga Shores Preserve. This MU is located in the northeast corner of BJP. It is bordered by BRP to the north, a berm and ditch associated with private property (grove) to the east, MU 27 to the south and MU 22 to the west. This MU is a primarily wet flatwoods with a small pocket of mesic flatwoods. Lack of fire in this MU has allowed establishment of shrubs which will be reduced by future burning and encourage a grass dominated understory to return. The berm on the eastern property line has an extensive coverage of guinea grass and other invasive exotics which will be a continual seed source. A few gopher tortoise burrows are present along the berm and tortoises exit their burrow into this MU to forage.

  Future work in this unit will involve mechanical reduction of palmetto along the edges of the unit, possible alteration of Lightered Canal to allow for more water to flow into the unit instead of being shunted south by the canal. FLEPPC listed plant species will be treated and a 2-4 year burn rotation will occur.

- Management Unit 27

  MU 27 is 156.9 acres, roughly the size of Gator Hole Preserve This MU is located on the eastern boundary of BJP. It is bordered by MUs 22 and 26 to the north, a section of berm and ditch associated with private property (grove) and private pasture to the east, MU 28 to the south and MU 23 to the west. This MU is primarily mesic flatwoods with a small area of mesic hammock, a sliver of scrub and a 3 acre remnant cypress swamp that was once part of a larger system. This unit is moderately infested with lygodium, guinea grass along the adjacent property berm, rosary pea and caesarweed. It will take several contracted treatments and burning to reduce the exotics coverage because these species are not easily controlled.

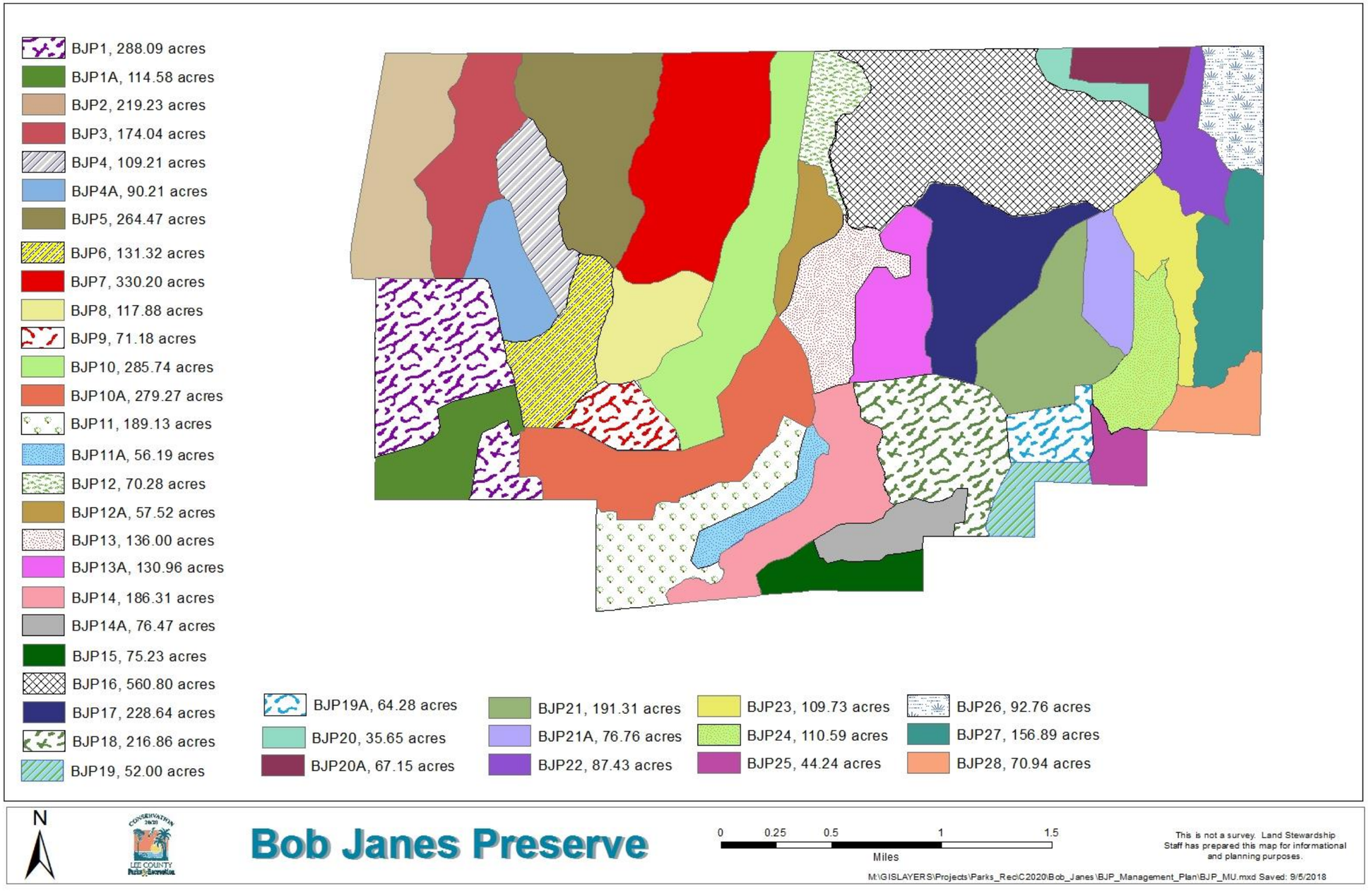
  This MU is home to gopher tortoises which will benefit from future 2-4 year prescribed burn rotations, treatment of FLEPPC listed plants and mechanical reduction of palmetto and cabbage palms along firelines. Future work also includes a gopher tortoise survey to identify locations of burrows before mechanical work occurs. The number of burrows on the edges of existing firelines and in the adjacent private property berm indicates the interior palmetto has become too high and understory vegetation is not easily accessible for foraging. Once burning and mechanical work occurs it is anticipated tortoises will move into the interior of the unit.

- Management Unit 28

  MU 28 is 70.9 acres, roughly the size of Hickory Swamp Preserve. This MU is located in the southeastern corner of BJP. It is bordered by MUs 23 and 27 to the north, private pasture to the east and private pasture and a house to the south and MU 24 to the west. The creekbed of Cypress Creek is in this MU. Scrubby flatwoods, mesic hammock and mesic flatwoods comprise this MU. Multiple tortoise burrows exist along the edges of the fenceline. Due to lack of fire in the hammock, palmetto is tall and dense.

  Future work in this unit will involve 2-4 year burn rotation, treatment of FLEPPC listed plants and mechanical reduction of palmetto and cabbage palms along firelines and in the hammock. Future work also includes a gopher tortoise survey to identify locations of burrows before mechanical work occurs. The number of burrows on the edges of existing firelines and in the adjacent private property berm indicates the interior palmetto has become too high and understory vegetation is not easily accessible for foraging. Once burning and mechanical work occurs it is anticipated tortoises will move into the interior of the unit.

Figure 26: Management Units Map



B. Management Work to Date

Prior to C20/20 becoming the sole managing entity of BJP, the property was managed as part of the larger state managed BRP. Some pine thinning, prescribed burning, and monitoring of water levels, plant and wildlife species were conducted. FWC managed the hunt lease on the property and their officers patrolled the site.

To provide public access onto BJP, a one mile hiking loop was cut and marked in the southwest corner adjacent to TCP in 2012. Hikers can park at the parking area on North River Road and hike the TCP trail to reach this loop.

In 2014 work began on phase one of a restoration project engineered to strategically place berm breaches and ditch plugs in perimeter ditching/berming associated with three former agricultural fields on the eastern side of the preserve. This phase also placed breaches and plugs in the very northern portion of Lightered Canal to direct water into the agricultural field to its west. Phase two was completed in 2017 with breach/plug installations on the remaining four ditched fields located centrally in the preserve. A second part of the phase two project involved removal of a large farm disk and a portion of the rusted culverts laid throughout the fields totaling 22,620 pounds.

In August of 2016, C20/20 staff began field work to become familiar with the site and begin planning of burn units and regimes, layout of firelines, mapping of plant communities and internal influences and future management needs. Workdays were conducted to remove trash and materials not removed by the hunt lease members in and around the hunt cabin. Feeders, tree stands and blinds were also located throughout the site and removed. The bee lease was terminated and after the bee boxes were removed staff spent a day removing buckets, watering stations and pallets left behind. Work also began to improve and maintain interior firelines. A skidsteer with a grinder head was rented to begin grinding Brazilian pepper and other vegetation to provide access to portions of the southern boundary and to open access to fencelines on the eastern portion of the preserve. Approximately 1,450 acres had been scheduled for burning in this time frame; however, Hurricane Irma's rainfall left areas too wet to burn through early November. In December the KBDI index for Lee County went over 600 for an extended period of time, which prohibited burn authorizations for late winter and spring of 2018.

Three cogongrass and lygodium treatment projects were funded by FWC. This resulted in 1,621 acres receiving an initial and follow-up treatment for cogon and an initial for lygodium. Conservation 20/20 management funding was used for treatment of all FLEPPC Category 1 and 2 species on 354 acres. In-house staff workdays treated additional smaller pockets of cogongrass, melaleuca and pepper.

In November of 2016 staff began prescribed burning on BJP and as of August 28, 2018 786 acres have been burned. Dependent upon timing, this acreage received treatment for cogongrass pre or post burning.

A gopher tortoise survey and burrow marking project was conducted in portions of three management units totaling 514 acres. Mechanical brush reduction of the scrubby flatwoods to reduce overstory and increase groundcover forage for tortoises was

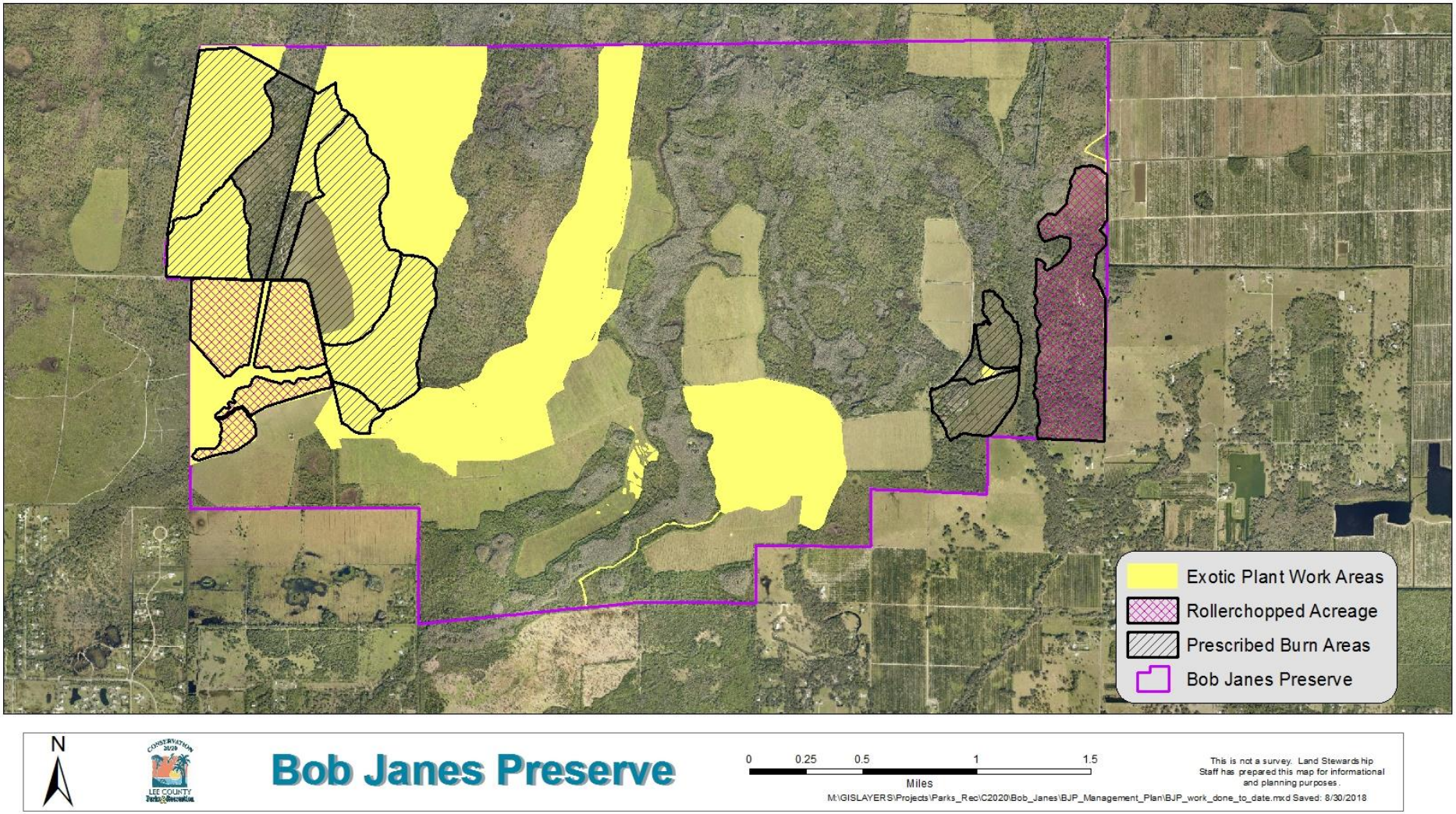
conducted on this acreage in June and July of 2018. Figure 27 shows areas of rollerchopping, tortoise survey and prescribed burns.

The separation of management for BJP from the overall BRP management exposed irregularities in the fencing along the north boundary, which is the Charlotte-Lee county line. Three miles of the line was surveyed and staked to provide accuracy for a contractor to remove trees and other vegetation for establishment of a permanent fireline and to install fence on the property line. Prior to this work approximately 45 acres of BJP was fenced out and 20 acres of Charlotte County land was fenced in by the existing fence. No fireline or vehicle access other than small ORV existed along this line before completion of this project.

A washout along the Big Island Canal bank south of the bridge in BJP was repaired in the summer of 2017. The bank was sloped and stabilization mats were installed. After Hurricane Irma and subsequent rains the flexamat was undercut in one section and it was determined an additional lay of flexamat and riprap would be placed 75 feet from the bank across the ground leading to the washout.

On September 10, 2017 Hurricane Irma's winds toppled a large number of oaks and pines, along with some cypress trees, throughout the preserve. Multiple staff and volunteer workdays were spent chain sawing trees off fences and firelines. Sheetflow made its way across the land and caused shallow washouts across the Babcock Road access route, and washed out a few culverts on BJP. Ditches washed out across firelines in three locations requiring heavy equipment work to regrade the lines.

Figure 27: Work Done To Date Map



C. Goals and Strategies

While the following are long-term goals for the preserve, funding is currently not available to conduct all of the future management activities at one time. Work will be on-going during the 10 year timeframe covered by this land management plan. Implementation of these goals may be delayed due to changes in staff, extreme weather conditions, or a change in priorities on properties managed by Lee County. The following work outlines are also based on obtaining necessary funding for numerous land management projects.

Natural Resource Management

- ✓ Exotic plant maintenance
- ✓ Prescribed fire management
- ✓ Rehab old swamp buggy trails
- ✓ Mechanical reduction of understory
- ✓ Monitor and protect listed species
- ✓ Exotic and feral animal removal
- ✓ Improve and maintain fire breaks
- ✓ Evaluate and retrofit culvert layout
- ✓ Hydrologic restoration study and implementation

Overall Protection

- ✓ Debris removal and prevention of dumping
- ✓ Fence replacement
- ✓ Boundary sign maintenance
- ✓ Change out perimeter wire gaps to cattle gates
- ✓ Secure hunt cabin
- ✓ Bridge inspection
- ✓ Change Zoning and Future Land Use categories

Public Use

- ✓ Trail marking
- ✓ Trail maintenance
- ✓ Install signage

Volunteers

- ✓ Assist volunteer group if one is needed

The following is a description of how each of these goals will be carried out, the success criteria used to measure accomplishment of each goal and a projected timetable outlining when and in which units each activity will take place.

Natural Resource Management

Exotic plant control

Prior to 2017 very limited herbicide treatments were conducted on BJP. FWC funding was awarded to BRP and the treatment area for this funding included all of Telegraph Swamp, including the portion on BJP. Lygodium treatment in Telegraph Swamp began but was never completed.

Large scale infestations of lygodium, torpedograss and cogongrass exist across BRP and BRC lands along with melaleuca and Brazilian pepper. The northside of CRP has a large seed source of exotic grasses, shoebutton ardesia, Brazilian pepper and earleaf acacia. The orange grove to the east has a large infestation of guineagrass. These areas will continue to be seed sources onto BJP for years to come. Work on BJP will focus on priority burn units from west to east, with primary emphasis on lygodium and cogongrass.

Prior to each county-contracted invasive exotic plant control project at BJP, a Prescription Form (located in the LSOM) will be filled out by the contractor(s) and approved by C20/20 staff. Final project information will be entered into the GIS database.

Work in flatwoods, prairie and hammock communities will primarily be hand crew and backpack sprayer work. Disturbed areas such as ditch banks and the heavily infested MUs 14 and 18 will receive treatments for lygodium then heavy equipment will be used to yank Brazilian pepper and other woody invasive species. The resulting biomass will be piled and left to rot or pile burned depending on site conditions and water levels at time of completion. If piles cannot be burned before rainy season it may not make sense to bring heavy equipment across the soil a second time to move piles for burning purposes.

In the future, the most current FLEPPC's List of Invasive Species will be consulted in determining the invasive exotic plants to be treated in each management unit. The goal is to achieve and maintain a maintenance level, defined as less than 5% invasive exotic plant coverage, across the entire preserve.

Table 4 outlines the projected timeline for FLEPPC listed invasive exotic plant treatments. If funding allows, initial treatments will be conducted ahead of schedule.

Table 4: Exotic Plant Control Timeline

MU	Acres	Initial Treatment Completed	Next Treatment Date
BJP8	117.88		FY 2017-2018
BJP1	288.09	2/1/2017 *	FY 2018-2019
BJP1A	114.58		FY 2018-2019
BJP4A	90.21		FY 2018-2019
BJP5	264.47	11/1/2017 *	FY 2019-2020
BJP7	330.20		FY 2018-2019
BJP10A	279.27		FY 2018-2019
BJP12	70.28		FY 2018-2019
BJP12A	57.52		FY 2018-2019
BJP16	560.80		FY 2018-2019
BJP22	87.43		FY 2018-2019
BJP23	109.73		FY 2017-2018
BJP24	110.59		FY 2017-2018
BJP26	92.76		FY 2018-2019
BJP27	156.89		FY 2018-2019
BJP28	70.94		FY 2018-2019
BJP2	219.23	2/1/2017 *	FY 2019-2020
BJP3	174.04		FY 2019-2020
BJP4	109.21	11/1/2017 *	FY 2019-2020
BJP6	131.32	11/1/2017 *	FY 2017-2018
BJP13	136.00		FY 2019-2020

BJP13A	130.96		FY 2018-2019
BJP17	228.64		FY 2019-2020
BJP19	52.00		FY 2019-2020
BJP19A	64.28		FY 2019-2020
BJP20	35.65		FY 2018-2019
BJP20A	67.15		FY 2019-2020
BJP21A	76.76		FY 2019-2020
BJP25	44.24		FY 2019-2020
BJP11	189.13		FY 2020-2021
BJP11A	56.19		FY 2020-2021
BJP14	186.31		FY 2020-2021
BJP14A	76.47		FY 2020-2021
BJP15	75.23		FY 2020-2021
BJP18	216.86	11/30/2017*	FY 2020-2021
BJP21	191.31		FY 2020-2021
BJP9	71.18	5/30/2017	FY 2021-2022
BJP10	285.74	7/5/2018	FY 2021-2022

*FWC funded treatment of cogongrass and lygodium only

Treatments may be done earlier than scheduled if funding is available or exotic coverage increases

Follow-up treatments will be scheduled every 2-3 years after 1st treatment date

Prescribed fire management

BJP has 58 burn units (Figure 28). Fire is key to maintaining the plant communities across the preserve, preventing woody encroachment into pasture areas, and reducing seedling invasive exotic vegetation coverage. Without a regular fire regime wet flatwoods quickly lose their grassy understory to shrub invasion, while oak hammocks can easily become saw palmetto dominated which can cause fire to reach into the canopy and kill the oaks. Fire will be utilized as an additional stressor pre or post-cogongrass herbicide treatments.

Due to its size, diversity of wildlife and good conditions of burn units in the preserve, BJP will be a priority for burn scheduling each year. Burns at BJP can be conducted on lower dispersion days than most burn units on 20/20 preserves and smoke management is a minimal concern until development encroaches. Seasonal rains, staff and equipment availability, listed species requirements and wind patterns will influence timing of prescribed burning. On the day of a burn and during mop-up activities after the burn, C20/20 Staff will close public access onto the preserve. Multiple units will be burned within the same week as often as possible to minimize mobilization efforts. When equipment is available aerial burning will also be used. Table 5 outlines burn unit acreage and burn rotations.

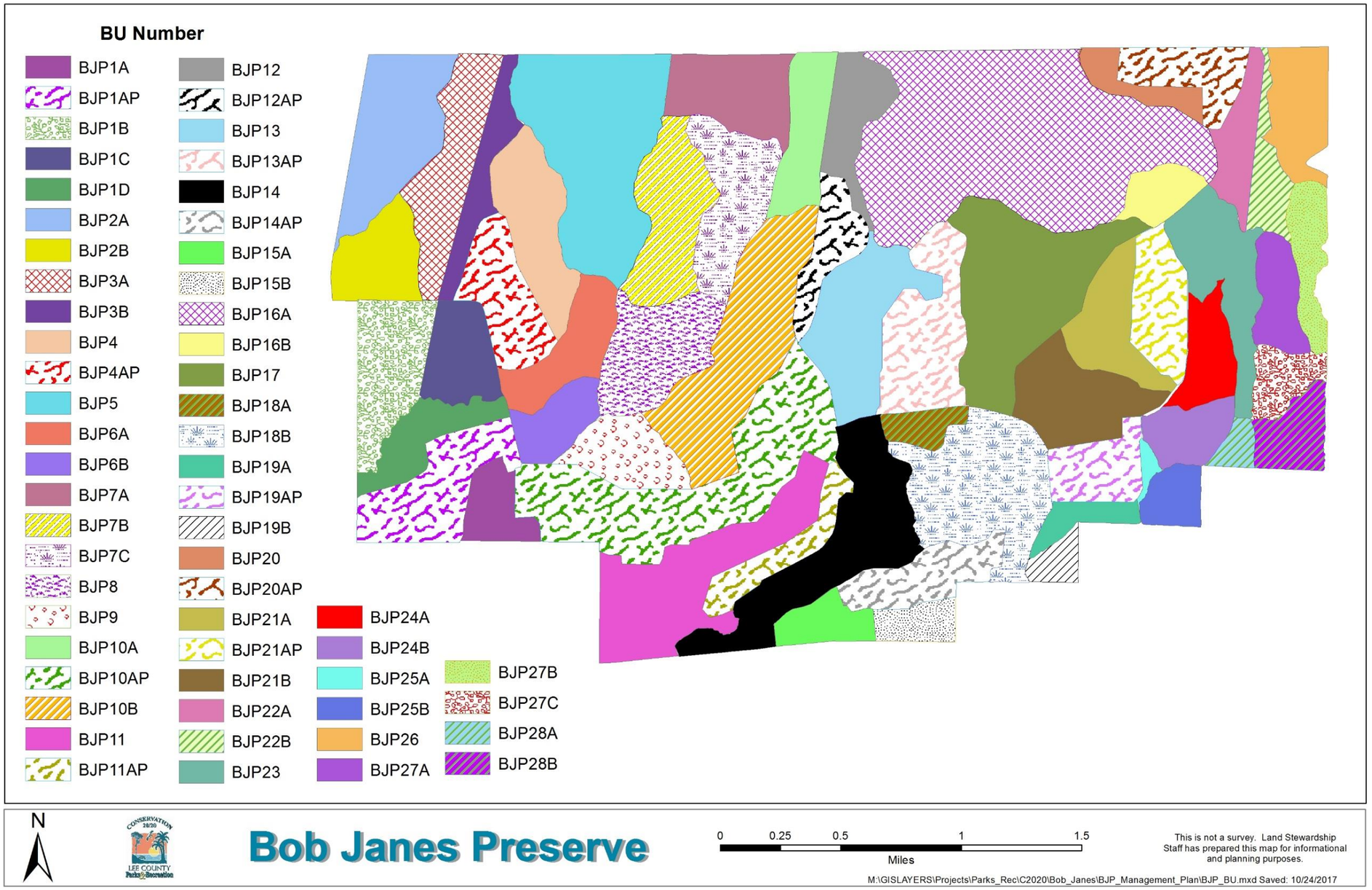
Table 5: Prescribed Fire Timeline

Burn Unit	Acres	Burn Rotation	Next Burn Date
BJP1A	46.64	4 year	2018 summer/fall
BJP1AP	115.02	1-2 year	2018 winter
BJP1B	105.32	4-5 year	2018 summer/fall
BJP1C	71.06	5-7 year (no less than 5)	2018 summer/fall
BJP1D	63.96	5-7 year (no less than 5)	2018 summer/fall
BJP2A	143.11	3 year	2020 spring/summer
BJP2B	76.34	4 year	2020 winter/spring
BJP3A	115.25	4 year	2020 winter
BJP3B	58.82	4 year	2020 winter
BJP4	109.10	4 year	2021 winter/spring
BJP4AP	89.88	1-2 year	2019 winter/spring
BJP5	264.33	4 year	2018 fall
BJP6A	78.78	4 year	2021 winter/spring
BJP6B	51.98	3-4 year	2018 summer/fall
BJP7A	98.97	4 year	2018 spring
BJP7B	119.86	3 year	2018 summer/fall
BJP7C	110.15	3 year	2018 summer/fall
BJP8	117.89	4 year	2018 winter
BJP9	71.46	3 year	2019 winter
BJP10A	74.81	3 year	2019 spring

BJP10AP	279.19	1-2 year	2019 winter/spring
BJP10B	209.63	3 year	2018 summer/fall
BJP11	187.44	4 year	2020 winter
BJP11AP	56.24	1-2 year	2020 winter
BJP12	70.14	3-4 year	2018 winter
BJP12AP	58.70	1-2 year	2018 winter
BJP13	136.15	3 year	2018 summer
BJP13AP	131.17	1-2 year	2018 winter/spring
BJP14	185.63	4 year	2020 summer/fall
BJP14AP	76.47	1-2 year	2020 winter
BJP15A	41.18	4 year	2020 winter
BJP15B	32.82	4 year	2020 winter
BJP16A	521.54	3-4 year	2019 fall
BJP16B	39.09	3 year	2019 fall
BJP17	228.95	3-4 year	2020 winter
BJP18A	27.91	pepper monoculture	burn after pepper removal project
BJP18B	188.96	3 year	2020 summer/fall
BJP19A	29.71	4 year	2019 winter
BJP19B	21.87	4 year	2019 winter
BJP19AP	64.26	1-2 year	2019 winter
BJP20	36.63	4 year	burn after pepper removal project
BJP20AP	67.84	1-2 year	2018 winter/spring
BJP21A	81.84	4 year	2019 winter
BJP21B	109.33	4 year	2019 winter

BJP21AP	76.74	1-2 year	2018 spring
BJP22A	54.51	3 year	2019 spring
BJP22B	42.83	3 year	2019 spring
BJP23	109.48	4 year	2018 fall/winter
BJP24A	56.94	2-3 year	2019 fall
BJP24B	51.12	2-3 year	2019 fall
BJP25A	7.64	1-2 year	2019 spring/summer
BJP25B	35.89	4 year	2019 spring/summer
BJP26	79.44	3 year	2019 spring/summer
BJP27A	52.99	4 year	2018 spring
BJP27B	52.99	4 year	2018 spring
BJP27C	41.52	4 year	2018 summer
BJP28A	17.40	4 year	2018 summer/fall
BJP28B	51.87	5-7 year (no less than 5)	2018 summer

Figure 28: Burn Units Map



Swamp buggy trail rehab

Several sections of old buggy trails have been identified by staff for regrading and/or allowing to naturally revegetate. Vehicles will be kept on designated fireline and management trails only within the preserve. Where necessary, fallen trees will be placed across old trails if they show signs of use by equestrians once public use is opened.

Mechanical reduction of understory

Lack of fire has allowed several MUs to develop thick, tall understories of saw palmetto which inhibit growth of forbs and grasses gopher tortoises and quail depend on for forage. Introduction of fire into these units in their current condition would likely kill the oak overstory and listed air plants growing in them. To reduce fire intensity, mechanical work will be done to either mow or rollerchop palmetto. Gopher tortoise surveys and burrow marking will occur in areas with known populations of tortoises to allow for a buffer zone around active burrows. Mechanical work will occur in MUs BJP1, BJP23, BJP 27 and BJP 28, and along edges of some cypress systems edged with thick cabbage palms and saw palmetto.

Monitor and protect listed species

There are several listed species that have been documented on the preserve including Sherman's fox squirrels, Florida panther, gopher tortoises, and Catesby lilies. These species will benefit from continued exotic plant control, mechanical reduction of palmetto understory and prescribed burns. During management activities, efforts will be made to minimize negative impacts to listed species.

BJP is part of a countywide tri-annual site inspection program conducted for all C20/20 preserves. These inspections allow staff to monitor for impacts and/or changes to the preserve and includes listing of any new animal sightings and plant species that are found. If, during these inspections, staff finds FNAI listed species not previously documented, they may be reported using the appropriate forms.

Exotic and feral animal removal

The exotic species staff is primarily concerned with is feral hogs. Currently, the only acceptable method of hog removal on C20/20 preserves is trapping and contracted hunts. Staff is exploring the feasibility of purchasing a large communal trap to set up on the Telegraph Creek/Bob Janes boundary to facilitate capture of family groups of hogs. To date, a trapper with the ability to handle this amount of hogs and a dedicated facility that guarantees it will be a recipient site has not been identified. Staff will also be working with FWC on joint lottery hog hunts on Bob Janes in conjunction with hunts on Babcock Ranch Preserve. This will take work to establish hunt boundaries and trails that can be used and establishing methodology. Staff will work to ensure hunters only take hog during any scheduled hunts. Rangers and FWC officers will patrol the area to deter poaching throughout the year.

This preserve, like other C20/20 preserves, does not contain nor will it support feral cat colonies. FWC's Feral and Free Ranging Cats policy is *"To protect native wildlife from predation, disease, and other impacts presented by feral and free-ranging cats"* (FWC 2003). Any feral cats will be trapped and taken to Lee County Animal Services. C20/20 staff will work with the Animal Services staff to not locate feral cat colonies adjacent to preserves. This will be especially important at BJP due to the Florida panther

population, which could be negatively impacted by feline diseases introduced by feral cats.

Install and maintain firebreaks

BJP contains 58 burn units utilizing old trails and cypress systems as firebreaks. Perimeter fireline alone totals 11 miles. Work began in November of 2016 to mow some of these trails wide enough to disk, while a skidsteer with a grinder head was used to open others. During rainy season and high rainfall events work with heavy equipment used to open firelines cannot be conducted in order to minimize soil compaction as well as protection of the equipment. Staff estimates it will take two years to complete the widening and disking of all necessary firelines on BJP to reach the standard needed for annual maintenance.

Perimeter and primary firelines will be disked annually to provide containment lines to reduce plowline installation in the event of a wildfire. When burns are planned the burn boss will evaluate the need for disking or mowing temporary lines. It is important in this preserve to minimize disking of firelines to reduce ditching effects on these lines.

Evaluate and retrofit culvert layout

Culverts along the raised ag “road” will be removed in areas where the road can be regraded to create low water crossings with geowebbing in order to restore flow between cypress areas bisected by the raised shell. Other culverts will be evaluated for proper size and orientation. This work may fall into the NECTRP project planning.

Hydrologic restoration study and implementation

The NECTRP project will span a 15 year period and involve compilation of multiple existing studies pertaining to the northeast corner of Lee County, planning for low impact to the land hydrologic alterations with the goal of increasing hydroperiod in wetlands across the site, decreasing nutrient load entering the Caloosahatchee River and holding water onsite to decrease downstream release by altering the ditching throughout the preserve. This project will be designed with protection of the upland communities and listed species in mind.

Overall Protection

Debris removal and prevention of dumping

Debris removal will be an ongoing project at BJP. During site inspections, small objects that are encountered will be removed. C20/20 Rangers will also assist with removing small items when they are on patrol at the preserve. There is existing debris (see Internal Influences section) that will need to be removed with the help of several staff members and heavy equipment. Shortly after assuming management of BJP in 2016 staff conducted a few workdays to remove old feeders, tree stands and other hunt lease related materials from the woods and a dump trailer and pickup truck loads of trash from the hunt cabin.

Fence replacement

Once exotic work and restoration projects occur along the southern border in MUs 11, 14 and 15 the perimeter fenceline will need to be replaced. Currently the fenceline is in poor condition due to overgrowth and lack of maintenance over the years. For the same reason sections of the eastern fenceline will also need replacing. Currently, fence replacement needs total 26,294 feet or nearly 5 miles.

Boundary sign maintenance

Babcock Ranch Preserve boundary signs were installed along the perimeter of the property after purchase. Staff will work to remove these signs as time allows. C20/20 boundary signs have been installed 500 feet apart along the perimeter fenceline. C20/20 rangers and staff will check for boundary signs during their patrols and site inspections and replace missing ones.

Change out perimeter wire gaps to cattle gates

Several wire gaps exist along the north, east and south fenceline. As fenceline is replaced or when staff is working on other fence issues, wire gaps will be either be replaced with pipe gates for exiting in the event of a wildfire, or wired shut. Currently no wire gap ingress/egress by neighbors has been noted so this will be a low priority.

Secure hunt cabin

There are no plans to bring the cabin to current construction codes or use for storage. To prevent potential use by unauthorized people, staff will replace the glass entry doors with steel doors and wall in unnecessary entrances to an added on bathroom. Staff will also place a sealant on the metal roof to protect against future leaks that may develop. Below are photos representative of the cabin's condition.

Bridge Inspection

Every other year, beginning in 2019, Lee County Department of Transportation bridge inspectors will evaluate the two bridges within BJP. Any recommended repairs will be implemented due to the need for emergency vehicle access and staff access across Big Island Canal and Telegraph Creek.

Change Zoning and Future Land Use categories

Zoning will be changed from Agriculture to Environmentally Critical. FLU will be changed to Conservation Lands.

Public Use

Trail marking

Public use trails will be marked in the standard fashion of all C20/20 trails. Metal posts with color marking tape will be placed along trails on one side of the trail. A kiosk with a trail map will be installed at the trailhead entrances for equestrians and hikers. If staff finds visitors are having a hard time orientating themselves to their location, “You are here” maps will be placed on each trail loop.

Trail maintenance

Trails will be mowed once or twice a year dependent upon water levels. The preserve will be closed during rainy season once vehicle access becomes limited through TCP and it may be as late as October before equipment can access the trails for maintenance purposes. Tree trimming needs will be minimal since all trails are maintained as firebreaks so both sides of the fireline are mowed annually.

In September of 2017 Hurricane Irma brought down hundreds of trees across the preserve. It took many workdays to cut trees off trails for tractors to access the site once water levels receded enough for vehicles to enter the preserve. This serves as a reminder that storms will cause trails to be closed unexpectedly for unknown periods of time.

Install signage

In areas where public use trails pass through prescribed fire areas signage will be installed and updated with dates of prescribed fire in the unit. This serves as a way for visitors to see short and long term changes and recovery times in the burn units as a result of fires. Metal signs will be installed in the kiosks to eliminate the need to replace sun faded paper signage. If staff becomes aware of lost/confused visitor situations, You Are Here maps will be installed at trail intersections.

Volunteers

Assist volunteer group

The LSOM identifies the Land Stewardship Volunteer Program's mission statement as:

> *To aid in the management and preservation of Lee County resource-based public parks and preserves and to provide volunteers with rewarding experiences in nature.*

If there is interest from the community to form a volunteer group, staff will work with them to assist with the many diverse stewardship activities that will be associated with this preserve, such as staff directed wildlife monitoring and other land stewardship projects.

VII. TIMETABLE FOR IMPLEMENTATION

Management Activity	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Natural Resource Management											
Exotic plant maintenance	See table 4	→	→	→	→	→	→	→	→	→	→
Prescribed fire management	See table 5	→	→	→	→	→	→	→	→	→	→
Mechanical reduction of understory		Evaluate units for additional needs	Complete areas determined in 2019								
Rehab old swamp buggy trails	**X**	**X**									
Monitor and protect listed species	On-going	→	→	→	→	→	→	→	→	→	→
Improve and maintain fire breaks	On-going	→	→	→	→	→	→	→	→	→	→
Exotic/Feral animal removal	Conducted as needed	→	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt	Feral hog hunt
Evaluate and retrofit culvert layout		**X**	**X**								
Hydrologic restoration study		**X**	**X**								
Hydrologic study implementation (NECTRP)				**X**	→	→	→	→	→	→	→
Overall Protection											
Debris removal and prevention of dumping	On-going	→	→	→	→	→	→	→	→	→	→
Fence replacement					X						
Boundary sign installation and maintenance	On-going	→	→	→	→	→	→	→	→	→	→
Change out wiregaps to cattle gates		**X**									
Secure hunt cabin	**X**										
Bridge inspection		**X**		**X**		**X**		**X**		**X**	
Change Zoning Code and FLU		**X**									
Public Use											
Trail marking	**X**										
Trail maintenance	On-going	→	→	→	→	→	→	→	→	→	→
Install signage	**X**	→	→	→	→	→	→	→	→	→	→

VIII. FINANCIAL CONSIDERATIONS

The Conservation 20/20 program is funded by the county's general fund in accordance with ordinance 18-12. This annual allocation funds public use, restoration maintenance of the preserves, and C20/20 staff costs. Funds not used in the annual allocation roll over to the following year for maintenance and restoration.

Other possible funding sources for exotic plant treatments and restoration projects may be requested through grant opportunities from agencies such as SFWMD, FDEP, FWC, and USFWS. A large portion of the hydrologic restoration work will be funded through the NECTRP project. The following expended cost table covers expenses from 2013 through end of fiscal year 2018. The projected cost table estimates costs for the 10-year timeframe this edition of the management plan encompasses (2018-2028).

Table 6: Expended Costs 2013-2018

Natural Resource Management		
Item	Funding Source	Costs
Hydrologic restoration (includes design, engineering, monitoring, land alteration activities	NOAA grant, SFWMD, C20/20, Babcock Donation, Babcock Partnership	$257,955.40
SFWMD permit for culvert install between BJP and TCP		$1,250.00
Other permits for hydrologic restoration	C20/20	$1,000.00
Materials for repair of two washouts	C20/20	$16,079.90
Gopher tortoise survey MU 1,27,28	C20/20	$9,646.00
Shrub reduction MU 1,27,28	C20/20	$133,700.00
Culvert repair (Hurricane Irma)	C20/20	$1,027.87
Exotic plant treatments		
Contracted	C20/20	$46,324.00
	FWC	$113,216.12
In-house	C20/20	$5,460.00
	Total	**$585,659.29**

Overall Protection		
Item	Funding Source	Costs
Survey for rezoning	C20/20	$1,600.00
Rezoning permit	C20/20	$100.00
Gate installation	C20/20	$135.99
North boundary fenceline/ fireline survey and install	C20/20	$109,500.00
Archaeological survey	C20/20	$2,150.00
Signs for NOAA grant		$250.00
Fireline maintenance	C20/20	$7,600.00
Boundary signs	C20/20	$866.00
Debris removal	C20/20	$82.80
	Total	**$120,584.79**

Public Use		
Item	Funding Source	Costs
Kiosk	C20/20	$1,155.85
Trail markers	C20/20	$458.80
Preserve signage	C20/20	$800.00
Scott Estabrook memorial bench	donation	$629.30
	Total	**$3,043.95**

Total Expended Cost To Date $709,288.03

Table 7: Projected Costs 2018-2028

Natural Resource Management			
Item	Funding Source	Cost	Occurances
Contracted Exotic Plant Control	C20/20, FWC grants	$16,883.00	111
Prescribed Burns (In House)	C20/20	$1,261.00	121
Mechanical Reduction of Understory	C20/20	$40,000.00	1
Fire break maintenance- 274,441 feet (In House)	C20/0	$2,220.00	10
Feral Hog Hunts	C20/20	TBD*	multiple
Evaluate and retrofit culvert layout	C20/20 or NECTRP	TBD**	1
Overall Protection			
Item	Funding Source	Costs	
Debris Removal (disposal cost)	C20/20	$1,000.00	2
Fence Replacement	C20/20	$236,646.00	1
Boundary Sign Replacement	C20/20	$150.00	10
Gate Change-outs	C20/20	$1,000.00	1
Protection/Maintenance of Hunt Cabin	C20/20	$200.00	10
Public Use			
Item	Funding Source	Costs	
Trail Marking	C20/20	$2,000.00	1
Trail Post Replacement (In House)	C20/20	$75.00	10
Maintenance Supplies (In House)	C20/20	$100.00	10
Trail Sign Repair/Replacement	C20/20	$150.00	10
Sign Purchase & Installation	C20/20	$1,000.00	5
Management Plan 10 Year Update	C20/20	$13,000.00	1

10 Year Total Projected Maintenance Cost **$315,685.00**

Estimated annual maintenance cost **$31,568.50**

Due to the timeframe of this management plan, all costs are projected over a ten year period. These costs are estimated based on 2018 prices for contracted work. Costs may increase/decrease dependent upon market changes. Costs for this preserve will be much higher than the annual estimated cost for the first five years due to initial exotics treatment work and other projects that are one time larger cost occurances. Hydrologic restoration costs associated with the NECTRP are not calculated into the 10 year costs.

* Costs will be determined once hog quota hunt methodologies are established

** Dependent upon future information generated through the NECTRP project

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X. APPENDICES

Appendix A: FDEP Restoration Project

Appendix B: Plant Species

Appendix C: Wildlife Species

Appendix D: BRC Access Easement

Appendix E: Drainage Easement

Appendix F: NOAA Conservation Easement

Appendix G: Cattle Lease

Appendix H: Legal Description

Appendix A: FDEP Restoration Project

DEP AGREEMENT NO. S0871

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 3410 Palm Beach Boulevard, Fort Meyers, Florida 33916 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the **Lee County Bob Janes Preserve Hydrological Restoration**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until July 31, 2017, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $100,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form.** To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the

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following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. As stated in the letter dated July 20, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance

under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager at (850) 245-2945 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Connie Becker	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2945
E-mail Address:	Connie.L.Becker@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Cathy Olson	
Lee County Board of County Commissioners	
Lee County Conservation 20/20 Program	
3410 Palm Beach Boulevard	
Fort Meyers, Florida 33916	
Telephone No.:	(239) 533-7455
E-mail Address:	colson@leegov.com

18. **INSURANCE:**

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its

employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.**

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. **EQUIPMENT:**

Reimbursement for equipment is not authorized under the terms and conditions of this Agreement.

21. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. **DISCRIMINATION:**

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

25. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and 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 hereon or in connection herewith shall be brought in Leon County, Florida.

28. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Bob Janes Preserve Hydrological Restoration

PROJECT AUTHORITY: The Grantee received funding from the Florida Legislature in the amount of $100,000 through Specific Appropriation Line Item No.1662A, General Revenue Fund, Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The Grantee received this funding for the purpose of restoring the natural sheet flow to portions of the Bob Janes Preserve. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: The Project will be located at 26°44'48.24"N, 81°39'3.09"W, which is located within the City of Alva. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: Past Agricultural practices near the City of Alva have created berms and ditches around agricultural fields. Now that the fields are no longer being used for crops, the Grantee will restore natural sheet flow to the Bob Janes Preserve. Berms and ditches will be strategically breached or plugged to allow water to better flow across the land rather than being channeled into agricultural ditches and ultimately out to the Caloosahatchee River.

PROJECT DESCRIPTION: Construction of the approximate 25 berm breaches and ditch plugs as designed and permitted.

TASKS and DELIVERABLES:

Task 1: Construction of Project
Task Description: The Grantee will construct approximately 25 berm breaches and ditch plugs in accordance with the final design(s) and required permits which will be submitted to the Department upon request. If the Grantee contracts the construction services, the Grantee will procure such services in accordance with state law.
Deliverables: Berm breaches and ditch plugs constructed as described in this task, as evidenced by: 1) Copy of contract documents, plans & specifications and all required permits, 2) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Start	Complete	Deliverable Due Date / Frequency
1	Construction	7/1/15	5/31/17	5/31/17

BUDGET DETAIL BY TASK:

Task No.	Category	State Funding
1	Contractual	$100,000
Total Project Cost:		**$100,000**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services Total	$100,000
Total:	**$100,000**

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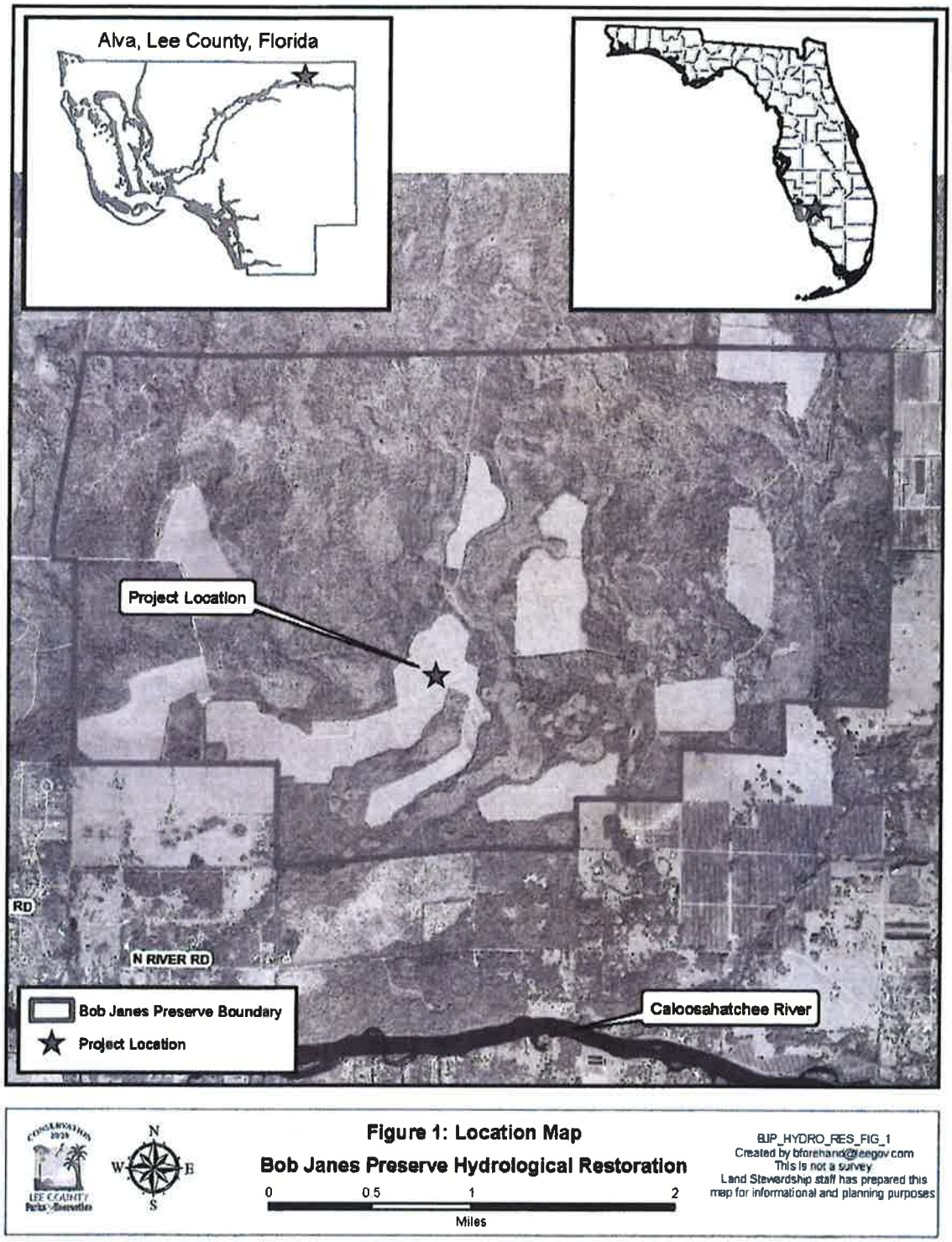

Figure 1: Location Map

Bob Janes Preserve Hydrological Restoration

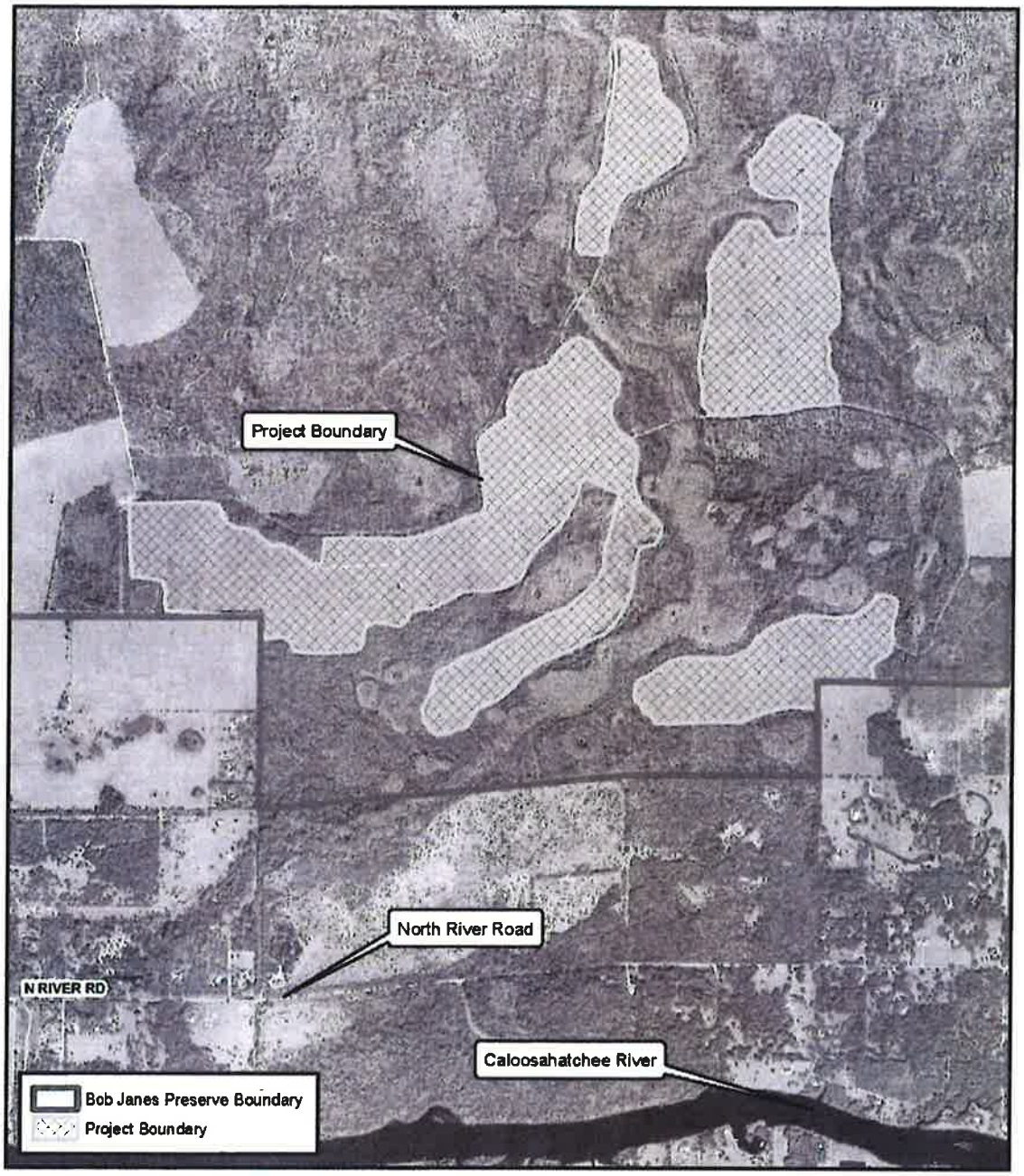

Figure 2: Site Plan

Bob Janes Preserve Hydrological Restoration

0 1,500 3,000 6,000

Feet

EJP_HYDRO_RES_FIG_2
Created by bforehand@leegov.com
This is not a survey.
Land Stewardship staff has prepared this map for informational and planning purposes

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: S0871 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$N/A	$N/A	$N/A	$N/A
Overhead/Indirect/G&A Costs	$N/A	$N/A	$N/A	$N/A
Fringe Benefits	$N/A	$N/A	$N/A	$N/A
Indirect Cost	$N/A	$N/A	$N/A	$N/A
Contractual (Subcontractors)	$	$	$	$
Travel (if authorized)	$N/A	$N/A	$N/A	$N/A
Equipment Purchases (if authorized)	$N/A	$N/A	$N/A	$N/A
Rental/Lease of Equipment	$N/A	$N/A	$N/A	$N/A
Other Expenses	$N/A	$N/A	$N/A	$N/A
Land (if authorized)	$N/A	$N/A	$N/A	$N/A
TOTAL AMOUNT	$	$	$	$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$	
Less Total Cumulative Payment Requests of:	$		$	
TOTAL REMAINING IN TASK	$		$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0871		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0849 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$100,000	140047

Total Award	$100,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Appendix B: Plant Species List

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Family: Azollaceae (mosquito fern)						
Azolla caroliniana	mosquito fern	native			R	
Family: Blechnaceae (mid-sorus fern)						
Blechnum serrulatum	swamp fern	native				
Woodwardia virginica	Virginia chain fern	native			R	
Family: Dennstaedtiaceae (cuplet fern)						
Pteridium aquilinum	braken fern	native				
Family: Nephrolepidaceae (sword fern)						
Nephrolepis cordifolia	tuberous sword fern	exotic	II			
Nephrolepis exaltata	wild Boston fern	native				
Family: Ophioglossaceae (adder's-tongue)						
Ophioglossum palmatum	hand fern	native		E	I	G4/S2
Family: Osmundaceae (royal fern)						
Osmunda cinnamomea	cinnamon fern	native		CE	R	
Osmunda regalis	royal fern	native		CE	R	
Family: Polypodiaceae (polypody)						
Campyloneurum phyllitidis	long strap fern	native				
Phlebodium aureum	golden polypody	native				
Pleopeltis polypodioides	resurrection fern	native				
Family: Psilotaceae (whisk-fern)						
Psilotum nudum	whisk-fern	native				
Family: Pteridaceae (brake fern)						
Acrostichum danaeifolium	giant leather fern	native				
Pteris vittata	China ladder break	exotic	II			
Family: Salviniaceae (floating fern)						
Salvinia minima	water spangles	exotic	I			
Family: Schizaeaceae (curly-grass)						
Lygodium japonicum	Japanese climbing fern	exotic	I			
Lygodium microphyllum	small-leaf climbing fern	exotic	I			
Family: Thelypteridaceae (marsh fern)						
Thelypteris interrupta	hottentot fern	native				
Thelypteris kunthii	widespread maiden fern	native				
Thelypteris palustris var. *pubescens*	marsh fern	native			R	
Family: Vittariaceae (shoestring fern)						
Vittaria lineata	shoestring fern	native				
Family: Cupressaceae (cedar)						
Taxodium distichum	bald cypress	native				
Family: Pinaceae (pine)						
Pinus elliottii var. densa	south Florida slash pine	native				
Family: Alismataceae (water plantain)						
Sagittaria graminea	grassy arrowhead	native				
Sagittaria lancifolia	bulltongue arrowhead	native				
Family: Amaryllidaceae (amaryllis)						
Crinum americanum	string-lily	native				
Hymenocallis palmeri	alligatorlily	native				
Family: Araceae (arum)						
Landoltia punctata	dotted duckweed	exotic				
Pistia stratiotes	watter-lettuce	exotic	I			
Syngonium podophyllum	American evergreen	exotic	I			
Family: Arecaceae (palm)						
Sabal etonia	scrub palmetto	native			I	
Sabal palmetto	cabbage palm	native				
Serenoa repens	saw palmetto	native				
Syagrus romanzoffiana	queen palm	exotic	II			

Plant Species List for Bob Janes Preserve

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Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Family: Bromeliaceae (pineapple)						
Tillandsia balbisiana	northern needleleaf	native		T		G5/S3
Tillandsia fasciculata var. densispica	cardinal airplant	native		E		
Tillandsia flexuosa	banded wild-pine, twisted air plant	native		T		G5/S3
Tillandsia paucifolia	potbelly airplant	native				
Tillandsia recurvata	ball-moss	native				
Tillandsia setacea	southern needleleaf	native				
Tillandsia usneoides	Spanish-moss	native				
Tillandsia utriculata	giant airplant	native		E		
Family: Cannaceae (canna)						
Canna flaccida	golden canna	native			R	
Family: Commelinaceae (spiderwort)						
Callisia ornata	Florida scrub roseling	native			I	
Commelina erecta	whitemouth dayflower	native			I	
Commelina diffusa	common dayflower	exotic				
Murdannia nudiflora	nakedstem dewflower	exotic				
Murdannia spirata	Asiatic dewflower	exotic				
Tradescantia fluminensis	wandering jew, small-leaf spiderwort	exotic	I			
Family: Cyperaceae (sedge)						
Bubostylis ciliatifolia	capillary hairsedge	native			R	
Cladium jamaicense	Jamaica swamp sawgrass	native				
Carex gigantea	giant sedge	native			CI	
Carex verrucosa	warty sedge	native			CI	
Cyperus esculentus	yellow nut-grass	exotic				
Cyperus giganteus	giant flatsedge	exotic				
Cyperus ligularis	swamp flatsedge	native				
Cyperus surinamensis	tropical flatsedge	native				
Eleocharis cellulosa	gulf coast spikerush	native				
Eleocharis interstincta	knotted spikerush	native				
Fimbristylis autumnalis	slender fimbry	native			R	
Fimbristylis puberula	hairy fimbry	native			I	
Fuirena scirpoidea	southern umbrellasedge	native			R	
Rhynchospora colorata	starrush whitetop	native				
Rhynchospora corniculata	shortbristle horned beaksedge	native			I	
Rhynchospora fascicularis	fascicled beaksedge	native			R	
Rhynchospora inundata	Narrowfruit horned beaksedge	native			R	
Rhynchospora latifolia	giant whitetop	native			R	
Rhynchospora megalocarpa	sandyfield beaksedge	native			R	
Rhynchospora microcarpa	southern beaksedge	native				
Rhynchospora microcephala	bunched beaksedge	native			I	
Rhynchospora miliacea	millet beaksedge	native			R	
Rhynchospora nitens	shortbeak beaksedge	native			R	
Rhynchospora tracyi	Tracy's beaksedge	native				
Schoenus nigricans	black bogrush	native			R	
Scleria baldwinii	Baldwin's nutrush	native			R	
Scleria reticularis	netted nutrush	native			R	
Scleria triglomerata	whip nutrush	native			R	
Scleria verticillata	low nutrush	native			R	
Family: Eriocaulaceae (pipewort)						
Eriocaulon compressum	flattened pipewort	native			R	
Eriocaulon decangulare	tenangle pipewort	native			R	
Lachnocaulon anceps	whitehead bogbutton	native			R	
Lachnocaulon minus	Small's bogbutton	native			CI	
Syngonanthus flavidulus	yellow hatpins	native			R	

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Family: Haemodoraceae (bloodwort)						
Lachnanthes caroliniana	Carolina redroot	native				
Family: Hydrocharitaceae (frog's-bit)						
Hydrilla verticillata	waterthyme	exotic	I			
Family: Hypoxidaceae (yellow stargrass)						
Hypoxis curtissii	common yellow stargrass	native			I	
Hypoxis juncea	fringed yellow stargrass	native			R	
Family: Iridaceae (iris)						
Iris hexagona	dixie iris	native			I	
Sisyrinchium angustifolium	narrowleaf blue-eyed grass	native			R	
Family: Juncaceae (rush)						
Juncus effusus var. *solutus*	soft rush	native			I	
Juncus marginatus	shore rush	native			R	
Juncus megacephalus	bighead rush	native			R	
Juncus repens	lesser creeping rush	native			CI	
Juncus scirpoides	needlepod rush	native			I	
Family: Liliaceae (lilly)						
Lilium catesbaei	pine lily	native		T	I	
Family: Marantaceae (arrowroot)						
Thalia geniculata	alligatorflag	native				
Family: Nartheciaceae (bog asphodel)						
Aletris lutea	yellow colicroot	native			R	
Family: Orchidaceae (orchids)						
Bletia purpurea	pinepink	native		T	R	G5/S3
Calapogon multiflorus	many-flowered grass-pink	native		E	I	G2G3/S2S3
Encyclia tampensis	Florida butterfly orchid	native		CI		
Eulophia alta	wild coco	native			R	
Habenaria floribunda	toothpetal false rein orchid	native				
Harrisella porrecta	needleroot airplant orchid	native		T	I	
Oeceoclades maculata	African ground orchid	exotic				
Pteroglossapis ecristata	giant orchid	native		T	I	G2G3/S2
Sacoila lanceolata	leafless beaked orchid	native		T	I	G4/S3
Spiranthes praecox	greenvein ladiestresses	native			CI	
Spiranthes vernalis	spring ladiestresses	native			R	
Family: Poaceae (grass)						
Amphicarpum muhlenbergianum	blue maidencane	native			R	
Andropogon brachystachyus	shortspike bluestem	native			I	
Andropogon glomeratus var. glaucopsis	purple bluestem	native			R	
Andropogon glomeratus var. pumilus	common bushy bluestem	native				
Andropogon ternarius	splitbeard bluestem	native				
Andropogon tracyi	Elliott's bluestem	native			I	
Andropogon virginicus var. glaucus	chalky bluestem	native			R	
Andropogon virginicus var. virginicus	broomsedge bluestem	native			I	
Aristida palustris	longleaf threeawn	native			I	
Aristida purpurascens	arrowfeather threeawn	native				
Aristida spiciformis	bottlebrush threeawn	native			R	
Aristida stricta var. beyrichiana	wiregrass	native				
Axonopus compressus	tropical carpetgrass	native			I	
Axonopus fissifolius	common carpetgrass	native				
Axonopus furcatus	big carpetgrass	native				
Coelorachis rugosa	wrinkled jointtailgrass	native			R	
Ctenium aromaticum	toothachegrass	native			I	
Cynodon dactylon	bermudagrass	exotic				
Dichanthelium commutatum	variable witchgrass	native				

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Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Dichantheleum dichotomum	cypress witchgrass	native			R	
Dichanthelium ensifolium var. ensifolium	cypress witchgrass	native			I	
Dichanthelium ensifolium var. *unciphyllum*	cypress witchgrass	native			R	
Dichanthelium erectifolium	erectleaf witchgrass	native				
Dichanthelium portoricense	hemlock witchgrass	native				
Dichanthelium strigosum var. glabrescens	roughhair witchgrass	native				
Digitaria serotina	blanket crabgrass	native			I	
Echinochloa crusgalli	barnyardgrass	exotic				
Eragrostis elliottii	Elliott's lovegrass	native				
Eustachys glauca	saltmarsh fingergrass	native				
Eustachys petraea	pinewoods fingergrass	native				
Hemarthria altissima	limpograss	exotic	II			
Hymenachne amplexicaulis	West Indian marsh grass	exotic	I			
Imperata cylindrica	cogongrass	exotic	I			
Muhlenbergia capillaris	hairawn muhly	native				
Neyraudia reynaudiana	Burmareed	exotic	I			
Oplismenus hirtellus	woodsgrass	native				
Panicum anceps	beaked panicum	native			I	
Panicum hemitomon	maidencane	native				
Panicum hians	gaping panicum	native			R	
Panicum repens	torpedograss	exotic	I			
Panicum rigidulum	redtop panicum	native				
Panicum tenerum	bluejoint panicum	native				
Panicum virgatum	switchgrass	native				
Paspalidium geminatum	Egyptian paspalidium	native			R	
Paspalum distichum	knot grass	native			R	
Paspalum laeve	field paspalum	native			I	
Paspalum notatum	bahia grass	exotic				
Paspalum praecox	early paspalum	native			I	
Paspalum repens	water paspalum	native			I	
Paspalum setaceum	thin paspalum	native				
Paspalum urvillei	vaseygrass	exotic				
Phanopyrum gymnocarpon	Savannah panicum	native			CI	
Phragmities australis	common reed	native			R	
Rhynchelytrum repens	Natal grass	exotic	I			
Saccharum giganteum	sugarcane plumegrass	native				
Sacciolepis striata	American cupscale	native			R	
Schizachyrium scopaarium	little bluestem	native			I	
Setaria parviflora	knotroot foxtail	native				
Sorghastrum secondum	lopsided indiangrass	native				
Sporobolus floridanus	smutgrass	exotic				
Sporobolus junceus	pineywoods dropseed	native				
Spartina bakeri	sand cordgrass	native				
Stenotaphrum secundatum	St. Augustine grass	exotic				
Tripsacum dactyloides	Fakahatcheegrass	native			R	
Urochloa mutica	para grass	exotic	I			
Family: Pontederiaceae (pickerelweed)						
Eichhornia crassipes	common water-hyacinth	exotic	I			
Pontederia cordata	pickerelweed	native				
Family: Smilacaceae (smilax)						
Smilax auriculata	earleaf greenbriar	native				
Smilax bona-nox	saw greenbriar	native			R	
Smilax laurifolia	laurel greenbriar	native				
Smilax tamnoides	catbrier	native			I	

Plant Species List for Bob Janes Preserve

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Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Family: Typhaceae (cattail)						
Typha domingensis	southern cattail	native				
Typha latifolia	broadleaf cattail	native				
Family: Xyridaceae (yelloweyed grass)						
Xyris ambigua	coastalplain yelloweyed grass	native			R	
Xyris brevifolia	shortleaf yelloweyed grass	native			I	
Xyris caroliniana	Carolina yelloweyed grass	native			R	
Xyris elliottii	Elliott's yelloweyed grass	native			R	
Xyris flabelliformis	Savannah yelloweyed grass	native			I	
Family: Acanthaceae (acanthus)						
Dicliptera sexangularis	sixangle foldwing	native				
Dyschoriste angusta	rockland twinflower	native				
Dyschoriste oblongifolia	common twinflower	native			I	
Justicia angusta	pineland waterwillow	native			R	
Ruellia caroliniensis	Carolina wild petunia	native			I	
Ruellia tweediana	Mexican petunia	exotic	I			
Stenandrium dulce	pinklet	native			R	
Family: Adoxaceae (moschatel)						
Viburnum obovatum	Walter's viburnum	native				
Family: Amaranthaceae (amaranth)						
Alternanthera philoxeroides	alligator weed	exotic	II			
Amaranthus spinosus	spiny amaranth	exotic				
Iresine diffusa	Juba's bush	native				
Family: Anacardiaceae (cashew)						
Rhus copallinium	winged sumac	native				
Schinus terebinthifolius	Brazilian pepper	exotic	I			
Toxicodendron radicans	eastern poison ivy	native				
Family: Annonaceae (custard-apple)						
Annona glabra	pondapple	native				
Asimina reticulata	netted pawpaw	native				
Family: Apiaceae (carrot)						
Eryngium aromaticum	fragrant eryngium	native			R	
Eryngium baldwinii	Baldwin's eryngo	native			R	
Eryngium yuccifolium	button rattlesnakemaster	native			R	
Oxypolis filiformis	water cowbane	native				
Ptilimnium capillaceum	mock bishopsweed	native				
Family: Apocynaceae (dogbane)						
Asclepias lanceolata	fewflower milkweed	native			R	
Asclepias longifolia	longleaf milkweed	native			R	
Sarcostemma clausum	white twinevine	native				
Matelea sp.	milkvine	native		T or E		
Seutera angustifolia	vine milkweed	native				
Family: Aquifoliaceae (holly)						
Ilex cassine	dahoon	native				
Ilex glabra	gallberry	native				
Family: Araliaceae (ginseng)						
Centella asiatica	spadeleaf					
Hydrocotyle bonariensis	largeleaf marshpennywort	native			I	
Hydrocotyle umbellata	manyflower marshpennywort	native			R	
Hydrocotyle verticillata	whorled marshpennywort	native			R	
Family: Asteraceae (aster)						
Acmella oppositifolia var. *repens*	oppositeleaf spotflower	native			R	
Ambrosia artemisiifolia	common ragweed	native				
Baccharis glomerulifolia	silverling	native				

Plant Species List for Bob Janes Preserve

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Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Baccharis halimifolia	groundsel tree	native				
Balduina angustifolia	coastalplain honeycomb-head	native			R	
Bidens alba	beggerticks	native				
Bidens mitis	smallfruit beggarticks	native			R	
Bigelowia nudata subsp. *australis*	southern pineland rayless goldenrod	native			R	
Carphephorus carnosus	pineland deertongue	native			I	
Carphephorus corymbosus	Florida paintbrush	native			R	
Carphephorus odoratissimus	false vanillaleaf	native			I	
Carphephorus paniculatus	hairy chaffhead	native			I	
Chaptalia tomentosa	pineland daisy	native			R	
Cirsium horridulum	purple thistle	native				
Cirsium nuttallii	Nuttall's thistle	native			I	
Conoclinium coelestinum	blue mistflower	native				
Conyza canadensis	dwarf Canadian horseweed	native				
Coreopsis floridana	Florida tickseedd	native			I	
Coreopsis leavenworthii	Leavonworth's tickseed	native				
Eclipta prostrata	false-daisy	native				
Elephantopus elatus	tall elephantsfoot	native			R	
Emilia fosbergii	Florida tasselflower	exotic				
Erechtites hieraciifolius	fireweed	native				
Erigeron quercifolius	oakleaf fleabane	native				
Erigeron vernus	early whitetop fleabane	native			R	
Eupatorium capillifolium	dogfennel	native				
Eupatorium compositifolium	yankeeweed	native			CI	
Eupatorium leptophyllum	falsefennel	native				
Eupatorium mikanioides	semaphore thoroughwort	native				
Eupatorium mohrii	Mohr's thoroughwort	native			R	
Euthamia caroliniana	slender flattop goldenrod	native				
Euthamia graminifolia	flattop goldenrod	native			CI	
Flaveria floridana	Florida yellowtops	native			I	
Flaveria linearis	narrowleaf yellowtops	native				
Helenium pinnatifidum	southeastern sneezeweed	native			R	
Helianthus radula	stiff sunflower	native			CI	
Iva micorcephala	piedmont marshelder	native			R	
Liatris gracilis	slender gayfeather	native				
Liatris tenuifolia	shortleaf gayfeather	native			R	
Liatris tenuifolia var. *quadriflora*	shortleaf gayfeather	native			I	
Lygodesmia aphylla	rose-rush	native			R	
Melanthera nivea	snow squarestem	native				
Mikania cordifolia	Florida Keys hempvine	native			R	
Mikania scandens	climbing hempvine	native				
Packera glabella	butterweed	native			R	
Palafoxia feayi	Feay's palafox	native			R	
Pityopsis graminifolia	narrowleaf silkgrass	native				
Pluchea foetida	stinking camphorweed	native			R	
Pluchea odorata	sweetscent	native				
Pluchea rosea	rosy camphorweed	native				
Pterocaulon pycnostachyum	blackroot	native				
Rudbeckia hirta	blackeyed Susan	native			R	
Seriocarpus tortifolius	Dixie aster	native			CI	
Solidago fistulosa	pinebarren goldenrod	native			R	
Solidago odora var. chapmanii	Chapman's goldenrod	native				
Solidago sempervirens	seaside goldenrod	native				
Symphyotrichum adnatum	clasping aster	native				

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Symphyotrichum carolinianum	climbing aster	native			R	
Verbesina virginica	white crownbeard	native				
Vernonia blodgettii	Florida ironweed	exotic			R	
Youngia japonica	oriental false hawksbeard	exotic				
Family: Bignoniaceae (trumpet creeper)						
Campsis radicans	trumpet creeper	native			CI	
Family: Boraginaceae (borage)						
Heliotropium polyphyllum	pineland heliotrope	native				
Family: Cactaceae (cactus)						
Opuntia humifusa	pricklypear	native				
Family: Campanulaceae (bellflower)						
Lobelia feayana	bay lobelia	native			I	
Lobelia paludosa	white lobelia	native			I	
Family: Ceratophyllaceae (hornwort)						
Ceratophyllum demersum	coontail	native			I	
Family: Chrysobalanaceae (coco plum)						
Licania michauxii	gopher-apple	native				
Family: Cistaceae (rockrose)						
Helianthemum nashii	Florida scrub frostweed	native				
Lechea pulchella	piedmont pinweed	native			R	
Family: Clusiaceae (mangosteen)						
Hypericum brachyphyllum	coastalplain St. John's-wort	native				
Hypericum cistifolium	roundpod St. John's-wort	native				
Hypericum fasciculatum	peelbark St. John's-wort	native			R	
Hypericum gentianoides	pineweeds	native			I	
Hypericum hypericoides	St. Andrew's-Cross	native				
Hypericum mutilum	dwarf St. John's-wort	native			I	
Hypericum myrtifolium	myrtleleaf St. John's-wort	native			CI	
Hypericum reductum	Atlantic St. John's-wort	native			R	
Hypericum tetrapetalum	fourpetal St. John's-wort	native				
Triadenum virginicum	Virginia marsh St. John's-wort	native			I	
Family: Convolvulaceae (morning-glory)						
Ipomoea alba	moonflowers	native				
Ipomoea sagittata	saltmarsh morning-glory	native				
Family: Cornaceae (dogwood)						
Cornus foemina	swamp dogwood	native			R	
Nyssa sylvatica var. *biflora*	swamp black-gum	native			CI	
Family: Cucurbitaceae (gourd)						
Melothria pendula	creeping cucumber	native				
Family: Droseraceae (sundew)						
Drosera brevifolia	dwarf sundew	native			I	
Drosera capillaris	pink sundew	native			R	
Family Ebenaceae (ebony)						
Diospyros virginiana	common persimmon	native			R	
Family: Euphorbiaceae (spurge)						
Cnidoscolus stimulosus	tread softly	native				
Euphorbia polyphylla	lesser Florida spurge	native				
Sapium sebierum	Chinese tallowtree	exotic	I			
Stillingia aquatica	corkwood	native				
Stillingia sylvatica	queensdelight	native			R	
Family: Ericaceae (heath)						
Bejaria racemosa	tarflower	native			R	
Gaylussacia dumosa	dwarf huckleberry	native			R	
Lyonia fruticosa	coastalplain staggerbush	native				

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Lyonia lucida	fetterbush	native				
Vaccinium arboreum	sparkleberry	native			CI	
Vaccinium corymbosum	highbush blueberry	native			CI	
Vaccinium darrowii	Darrow's blueberry	native				
Vaccinium myrsinites	shiny blueberry	native				
Vaccinium stamineum	deerberry	native				
Family: Fabaceae (pea)						
Abrus precatorius	rosary pea	exotic	I			
Aeschynomene americana	shyleaf	native			R	
Albizia lebbeck	women's tongue	exotic	I			
Amorpha herbacea	lusterspike indigobush	native				
Chamaecristia fasciculata	partridge pea	native				
Chapmannia floridana	alicia	native			I	
Crotalaria rotundifolia	rabbitbells	native				
Dalea carnea	whitetassels	native			R	
Dalea pinnata	summer farewell	native			CI	
Desmodium incanum	zarzabacoa comun	exotic				
Erythrina herbacea	coralbean	native				
Galactia elliottii	Elliott's milkpea	native			R	
Galactia regularis	eastern milkpea	native			R	
Galactia volubilis	downy milkpea	native				
Indigofera hirsuta	hairy indigo	exotic				
Leucaena leucocephala	white leadtree	exotic	II			
Macroptilium lathyroides	wild bushbean	exotic				
Senna pendula var. *glabrata*	valamuerto	exotic	I			
Sesbania herbacea	danglepod	native				
Sesbania punicea	purple sesban	exotic	II			
Vicia acutifolia	fourleaf vetch	native				
Family: Fagaceae (beech)						
Quercus chapmanii	Chapman's oak	native				
Quercus elliottii	running oak	native				
Quercus geminata	sand live oak	native				
Quercus laurifolia	laurel oak	native				
Quercus minima	dwarf live oak	native			R	
Quercus myrtifolia	myrtle oak	native				
Quercus virginiana	Virginia live oak	native				
Family: Gentianaceae (gentian)						
Bartonia verna	white screwstem	native			I	
Sabatia bartramii	Bartram's rosegentian	native			I	
Sabatia brevifolia	shortleaf rosegentian	native			I	
Sabatia calycina	coastal rosegentian	native			I	
Sabatia grandiflora	largeflower rosegentian	native			R	
Sabatia stellaris	rose-of-plymouth	native				
Family: Haloragaceae (watermilfoil)						
Proserpinaca palustris	marsh mermaidweed	native			R	
Proserpinaca pectinata	combleaf mermaidweed	native			R	
Family: Iteaceae (sweetspire)						
Itea virginica	Virginia willow	native				
Family: Juglandaceae (walnut)						
Carya aquatica	water hickory	native			I	
Family: Lamiaceae (mint)						
Hyptis alata	musky mint	native				
Hyptis pectinata	comb bushmint	exotic				
Hyptis verticillata	John Charles	exotic				

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Lycopus rubellus	taperleaf waterhoarhound	native			I	
Physostegia purpurea	eastern false dragon-head	native			I	
Piloblephis rigida	wild pennyroyal	native			R	
Salvia lyrata	lyreleaf sage	native			CI	
Teucrium canadense	wood sage	native				
Trichostema dichotomum	forked bluecurls	native				
Family: Lauraceae (laurel)						
Cassytha filiformis	lovevine	native				
Cinnamomum camphora	camphor tree	exotic	I			
Persea palustris	swamp bay	native				
Family: Lentibulariaceae (bladderwort)						
Pinguicula lutea	yellow butterwort	native		T	CI	G4G5/S3
Pinguicula pumila	small butterwort	native			R	
Utricularia cornuta	horned bladderwort	native			R	
Utricularia foliosa	leafy bladderwort	native				
Utricularia purpurea	eastern purple bladderwort	native			R	
Utricularia resupinata	small purple bladderwort	native			I	
Utricularia subulata	zigzag bladderwort	native			R	
Family: Linaceae (flax)						
Linum medium	stiff yellow flax	native			R	
Family: Loganiaceae (logania)						
Mitreola petiolata	lax hornpod	native				
Mitreola sessilifolia	swamp hornpod	native			R	
Family: Lythraceae (loosestrife)						
Cuphea carthagenensis	Colombian waxweed	exotic				
Lythrum alatum	winged loosestrife	native			R	
Rotala ramosior	toothcup	native			I	
Family: Malvaceae (mallow)						
Hibiscus grandiflorus	swamp rosemallow	native			R	
Melochia corchorifolia	chocolateweed	exotic				
Melochia spicata	bretonica peluda	native			I	
Urena lobata	caesarweed	native	II			
Family: Melastomataceae (melastome)						
Rhexia cubensis	West Indian meadowbeauty	native			I	
Rhexia mariana	pale meadowbeauty	native			R	
Rhexia nashii	maid Marian	native			I	
Rhexia nuttallii	Nuttall's meadowbeauty	native			I	
Family: Meliaceae (mahogany)						
Melia azedarach	Chinaberrytree	exotic	II			
Family: Menyanthaceae (bogbean)						
Nymphoides aquatica	big floatingheart	native				
Family: Moraceae (mulberry)						
Ficus aurea	strangler fig	native				
Morus rubra	red mulberry	native				
Family: Myrsinaceae (myrsine)						
Rapanea punctata	myrsine	native				
Family: Myricaceae (bayberry)						
Myrica cerifera	wax myrtle	native				
Family: Myrtaceae (myrtle)						
Eucalyptus grandis	grand eucalyptus	exotic				
Melaleuca quinquenervia	punktree	exotic	I			
Myrcianthes fragrans	twinberry	native		T		G4/S4
Psidium cattleianum	strawberry guava	exotic	I			
Psidium guajava	guava	exotic	I			

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Syzygium cumini	Java plum	exotic	I			
Family: Nymphaeaceae (waterlily)						
Nuphar advena	spatterdock	native				
Nymphaea odorata	American white waterlily	native				
Family: Olacaceae (olax)						
Ximenia americana	hog plum	native				
Family: Oleaceae (olive)						
Fraxinus caroliniana	pop ash	native			R	
Family: Onagraceae (eveningprimrose)						
Ludwigia arcuata	Piedmont primrosewillow	native			CI	
Ludwigia leptocarpa	anglestem primrosewillow	native			I	
Ludwigia maritima	seaside primrosewillow	native			R	
Ludwigia octovalvis	Mexican primrosewillow	native				
Ludwigia palustris	marsh seedbox	native			CI	
Ludwigia peruviana	Peruvian primrosewillow	exotic	I			
Family: Orobanchaceae (broomrape)						
Buchnera americana	American bluehearts	native				
Seymeria pectinata	piedmont blacksenna	native			R	
Family: Oxalidaceae (woodsorrel)						
Oxalis corniculata	common yellow woodsorrel	native				
Family: Phytolaccaceae (pokeweed)						
Phytolacca americana	American pokeweed	native				
Family: Plantaginaceae (plantain)						
Limnophila sessiliflora	Asian marshweed	exotic	II			
Micranthemum glomeratum	manatee mudflower	native			I	
Micranthemum umbrosum	shade mudflower	native			CI	
Penstemon multiflorus	manyflower beardtongue	native			I	
Plantago virginica	Virginia plantain	native				
Scoparia dulcis	sweetbroom	native				
Family: Polygalaceae (milkwort)						
Polygala balduinii	Baldwin's milkwort	native			R	
Polygala cruciata	drumheads	native			I	
Polygala cymosa	tall pinebarren milkwort	native			I	
Polygala grandiflora	showy milkwort	native				
Polygala incarnata	procession flower	native			R	
Polygala lutea	orange milkwort	native			I	
Polygala nana	candyroot	native			R	
Polygala polygama	racemed milkwort	native			CI	
Polygala ramosa	low pinebarren milkwort	native			I	
Polygala setacea	coastalplain milkwort	native			I	
Polygala smallii	Small's milkwort	native			CI	
Family: Polygonaceae (buckwheat)						
Polygonella gracilis	tall jointweed	native			CI	
Polygonella polygama	October flower	native			R	
Polygonum densiflorum	denseflower knotweed	native			R	
Polygonum hydropiperoides	swamp smartweed	native				
Polygonum punctatum	dotted smartweed	native				
Rumex verticillatus	swamp dock	native			I	
Family: Primulaceae (primrose)						
Samolus ebracteatus	water pimpernel	native				
Samolus valerandi subsp. *parviflorus*	pineland pimpernel	native			R	
Family: Ranunculaceae (buttercup)						
Clematis baldwinii	pine-hyacinth	native			R	
Family: Rhamnaceae (supplejack)						
Berchemia scandens	Alabama supplejack	native			R	

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Family: Rosaceae (rose)						
Rubus argutus	sawtooth blackberry	native				
Rubus trivialis	southern dewberry	native			R	
Family: Rubiaceae (madder)						
Cephalanthus occidentalis	common buttonbush	native				
Diodia teres	poor joe	native			R	
Diodia virginiana	Virginia buttonweed	native				
Galium tinctorium	stiff marsh bedstraw	native			R	
Houstonia procumbens	innocence	native			R	
Oldenlandia uniflora	clustered mille graine	native				
Psychotria nervosa	wild coffee	native				
Psychotria sulzneri	shortleaf wild-coffee	native				
Spermacoce remota	woodland false buttonweed	native				
Family: Salicaceae (willow)						
Salix caroliniana	Carolina willow	native				
Family: Sapindaceae (soapberry)						
Acer rubrum	red maple	native				
Family: Sapotaceae (sapodilla)						
Cupaniopsis anacardioides	carrotwood	exotic	I			
Sideroxylon reclinatum	Florida bully	native			R	
Family: Saururaceae (lizard's tail)						
Saururus cernuus	lizard's tail	native			R	
Family: Solanaceae (nightshade)						
Solanum viarum	tropical soda apple	exotic	I			
Family: Tetrachondraceae (tetrachondra)						
Polypremum procumbens	rustweed	native				
Family: Turneraceae (turnera)						
Piriqueta cistoides	pitted stripeseed	native				
Family: Ulmaceae (elm)						
Ulmus americana	American elm	native			CI	
Family: Urticaceae (nettle)						
Boehmeria cylindrica	false nettle	native				
Parietaria floridana	Florida pellitory	native				
Family: Verbenaceae (vervain)						
Callicarpa americana	American beautyberry	native				
Phyla nodiflora	capeweed	native				
Family: Veronicaceae (speedwell)						
Bacopa caroliniana	lemon bacopa	native				
Bacopa monnieri	herb-of-grace	native				
Gratiola hispida	rough hedgehyssop	native			I	
Gratiola pilosa	shaggy hedgehyssop	native			CI	
Gratiola ramosa	branched hedgehyssop	native			R	
Lantana camara	lantana	exotic	I			
Linaria canadensis	Canada toadflax	native			R	
Lindernia crustacea	Malaysian false-pimpernel	exotic				
Lindernia dubia	yellowseed false-pimpernel	native			I	
Lindernia grandiflora	Savannah false pimpernel	native			I	
Mecardonia acuminata	axilflower	native				
Family: Violaceae (violet)						
Viola lanceolata	bog white violet	native			I	
Viola primulifolia	primrose-leaved violet	native			CI	
Family: Viscaceae (mistletoe)						
Phoradendron leucarpum	oak mistletoe	native			CI	
Family: Vitaceae (grape)						

Plant Species List for Bob Janes Preserve

Scientific and Common names obtained from Wunderlin 2013

Scientific Name	Common Name	Status	EPPC	FDA	IRC	FNAI
Ampelopsis arborea	peppervine	native				
Cissus verticillata	possum grape	native				
Parthenocissus quinquefolia	Virginia creeper	native				
Vitis aestivalis	summer grape	native			R	
Vitis shuttleworthii	calloose grape	native			R	
Vitis rotundifolia	muscadine	native				

Key

Florida EPPC Status

I = species that are invading and disrupting native plant communities

II = species that have shown a potential to disrupt native plant communities

FDACS (Florida Department of Agriculture and Consumer Services)

E = Endangered

T = Threatened

CE = Commercially Exploited

IRC (Institute for Regional Conservation)

CI = Critically Imperiled

I = Imperiled

R = Rare

FNAI (Florida Natural Areas Inventory)

G= Global Status

T= Threatened

CE= Commercially Exploited

1= Critically imperiled because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerbility to extinction due to some natural or man-made factor.

2= Imperiled because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerbility to extinction due to some natural or man-made factor.

3= Either very rare and local throughout its range (21-200 occurences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.

4= Apparently secure

5= Demonstrably secure

Appendix C: Wildlife Species List

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
MAMMALS				
Family: Didelphidae (opossums)				
Didelphis virginiana	Virginia opossum			
Family: Dasypodidae (armadillos)				
Dasypus novemcinctus	nine-banded armadillo *			
Family: Sciuridae (squirrels and their allies)				
Sciurus carolinensis	eastern gray squirrel			
Sciurus niger shermani	Sherman's fox squirrel	SSC		G5T3/S2
Family: Muridae (mice and rats)				
Peromyscus gossypinus	cotton mouse			
Sigmodon hispidus	hispid cotton rat			
Reithrodontomys humulis	eastern harvest mouse			
Mus musculus	house mouse			
Family: Leporidae (rabbits and hares)				
Sylvilagus palustris	marsh rabbit			
Sylvilagus floridanus	eastern cottontail			
Family: Soricidae (shrews)				
cryptotis parva	least shrew			
Family: Vespertilionidae (vesper bats)				
Eumops floridanus	Florida bonneted bat	E	E	G1/S1
Lasiurus intermedius	northern yellow bat			
Lasiurus seminolus	Seminole bat			
Nycticeius humeralis	evening bat			
Pipistrellus subflavus	eastern pipistrelle bat			
Family: Molossidae (free-tailed bats)				
Tadarida brasiliensis	Brazilian free-tailed bat			
Family: Felidae (cats)				
Puma concolor coryi	Florida panther	E	E	G5T1/S1
Lynx rufus	bobcat			
Family: Canidae (wolves and foxes)				
Canis latrans	coyote			
Urocyon cinereoargenteus	common gray fox			
Family: Ursidae (bears)				
Ursus americanus floridanus	Florida black bear			G5T2/S2
Family: Procyonidae (raccoons)				
Procyon lotor	raccoon			
Family: Mephitidae (skunks)				
Spilogale putorius	eastern spotted skunk			
Mephitis mephitis	striped skunk			
Family: Mustelidae (weasels, otters and relatives)				
Lutra canadensis	northern river otter			
Family: Suidae (old world swine)				
Sus scrofa	feral hog *			
Family: Cervidae (deer)				
Odocoileus virginianus	white-tailed deer			
BIRDS				
Family: Anatidae (swans, geese and ducks)				
Subfamily: Dendrocygninae				
Dendrocygna autumnalis	black-bellied whistling duck			
Subfamily: Anatinae				
Aix sponsa	wood duck			
Anas fulvigula	mottled duck			
Anas discors	blue-winged teal			
Family: Odontophoridae (new world quails)				
Colinus virginianus	northern bobwhite			

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Phasianidae (pheasant, grouse, turkeys and their allies)				
Subfamily: Meleagridinae (turkeys)				
Meleagris gallopavo	wild turkey			
Subfamily: Phasianinae (pheasants)				
Pavo spp.	common peafowl (peacock) *			
Family: Podicipedidae (grebes)				
Podilymbus podiceps	pied-billed grebe			
Family: Ciconiidae (storks)				
Mycteria americana	wood stork	FT	T	G4/S2
Family: Phalacrocoracidae (cormorants)				
Phalacrocorax auritus	double-crested cormorant			
Family: Anhingidae (anhingas)				
Anhinga anhinga	anhinga			
Family: Ardeidae (herons, egrets, bitterns)				
Botaurus lentiginosus	american bittern			
Ixobrychus exilis	least bittern			
Ardea herodias	great blue heron			
Ardea alba	great egret			G5/S4
Egretta thula	snowy egret			G5/S3
Egretta caerulea	little blue heron	T		G5/S4
Egretta tricolor	tricolored heron	T		G5/S4
Bubulcus ibis	cattle egret			
Butorides virescens	green heron			
Nycticorax nycticorax	black-crowned night-heron			G5/S3
Nyctanassa violacea	yellow-crowned night-heron			G5/S3
Family: Threskiornithidae (ibises and spoonbills)				
Subfamily: Threskiornithinae				
Eudocimus albus	white ibis			G5/S4
Plegadis falcinellus	glossy ibis			G5/S3
Subfamily: Plataleinae				
Platalea ajaja	roseate spoonbill	T		G5/S2
Family: Cathartidae (new world vultures)				
Coragyps atratus	black vulture			
Cathartes aura	turkey vulture			
Family: Pandionidae (ospreys)				
Pandion haliaetus	osprey			
Family: Accipitridae (hawks, kites, accipiters, harriers, eagles)				
Rostrhamus sociabilis	snail kite	FE	E	G4G5/S2
Elanoides forficatus	swallow-tailed kite			G5/S2
Circus cyaneus	northern harrier			
Accipiter striatus	sharp-shinned hawk			
Accipiter cooperii	Cooper's hawk			G5/S3
Haliaeetus leucocephalus	bald eagle			G5/S3
Buteo lineatus	red-shouldered hawk			
Buteo platypterus	broad-winged hawk			
Buteo brachyurus	short-tailed hawk			G4G5/S1
Buteo jamaicensis	red-tailed hawk			
Family: Rallidae (coots and gallinules)				
Rallus elegans	king rail			
Ralus limicola	Virginia rail			
Porphyrio martinicus	purple gallinule			
Gallinula chloropus	common moorhen			
Fulica americana	American coot			
Porzana carolina	Sora			
Family: Aramidae (limpkins)				

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Aramus guarauna	limpkin			G5/S3
Family: Gruidae (cranes)				
Subfamily: Gruinae				
Grus canadensis	Florida sandhill crane	T		G5T2T3/S2S3
Family: Recurvirostridae (avocets and stilts)				
Himantopus mexicanus	black-necked stilt			
Family: Charadriidae (plovers)				
Subfamily: Charadriinae				
Charadrius vociferus	killdeer			
Family: Scolopacidae (sandpipers and phalaropes)				
Subfamily: Scolopacinae				
Tringa solitaria	solitary sandpiper			
Tringa melanoleuca	greater yellowlegs			
Tringa flavipes	lesser yellowlegs			
Calidris minutilla	least sandpiper			
Limnodromus scolopaceus	long-billed dowitcher			
Gallinago delicata	Wilson's snipe			
Scolopax minor	American woodcock			
Family: Columbidae (pigeons and doves)				
Streptopelia decaocto	Eurasian collared-dove *			
Zenaida asiatica	white-winged dove			
Zenaida macroura	mourning dove			
Columbina passerina	common ground-dove			
Family: Cuculidae (cuckoos and their allies)				
Subfamily: Cuculinae				
Coccyzus americanus	yellow-billed cuckoo			
Family: Strigidae (true owls)				
Megascops asio	eastern screech-owl			
Bubo virginianus	great horned owl			
Strix varia	barred owl			
Family: Tytonidae (barn owls)				
Tyto alba	barn owl			
Family: Caprimulgidae (goatsuckers)				
Subfamily: Chordeilinae				
Chordeiles minor	common nighthawk			
Subfamily: Caprimulginae				
Antrostomus carolinensis	chuck-will's-widow			
Family: Apodidae (swifts)				
Subfamily: Chaeturinae				
Chaetura pelagica	chimney swift			
Family: Trochilidae (hummingbirds)				
Subfamily: Trochilinae				
Archilochus colubris	ruby-throated hummingbird			
Family: Alcedinidae (kingfishers)				
Megaceryle alcyon	belted kingfisher			
Family: Picidae (woodpeckers)				
Subfamily: Picinae				
Melanerpes erythrocephalus	red-headed woodpecker			
Melanerpes carolinus	red-bellied woodpecker			
Sphyrapicus varius	yellow-bellied sapsucker			
Picoides pubescens	downy woodpecker			
Picoides villosus	hairy woodpecker			G5/S3
Colaptes auratus	northern flicker			
Dryocopus pileatus	pileated woodpecker			
Family: Falconidae (falcons)				

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Subfamily: Falconinae (caracaras)				
Caracara cheriway	Audubon's crested caracara	T	T	G5/S2
Subfamily: Falconinae (falcons)				
Falco sparverius	American kestrel			
Falco sparverius paulus	Southeast American kestrel	T		G5T4/S3
Falco columbarius	merlin			G5/S2
Falco peregrinus	peregrine falcon			G4/S2
Family: Tyrannidae (tyrant flycatchers)				
Subfamily: Fluvicolinae				
Contopus virens	eastern wood-pewee			
Sayornis phoebe	eastern phoebe			
Myiarchus crinitus	great crested flycatcher			
Empidonax minimus	least flycatcher			
Tyrannus tyrannus	eastern kingbird			
Family: Laniidae (shrikes)				
Lanius ludovicianus	loggerhead shrike			
Family: Vireonidae (vireos)				
Vireo griseus	white-eyed vireo			
Vireo flavifrons	yellow-throated vireo			
Vireo solitarius	blue-headed vireo			
Vireo olivaceus	red-eyed vireo			
Family: Corvidae (crows, jays, etc.)				
Cyanocitta cristata	blue jay			
Corvus brachyrhynchos	American crow			
Corvus ossifragus	fish crow			
Family: Hirundinidae (swallows)				
Subfamily: Hirundinidae				
Progne subis	purple martin			
Tachycineta bicolor	tree swallow			
Hirundo rustica	barn swallow			
Family: Paridae (chickadees and titmice)				
Baeolophus bicolor	tufted titmouse			
Family: Sittinae (nuthatches)				
Sitta pusilla	brown-headed nuthatch			
Family: Troglodytidae (wrens)				
Troglodytes aedon	house wren			
Cistothorus platensis	sedge wren			
Cistothorus palustris	marsh wren			
Thryothorus ludovicianus	Carolina wren			
Family: Polioptilidae				
Polioptila caerulea	blue-gray gnatcatcher			
Family: Regulidae (kinglets)				
Regulus calendula	ruby-crowned kinglet			
Family: Turdidae (thrushes)				
Sialia sialis	eastern bluebird			
Catharus ustulatus	Swainson's thrush			
Catharus guttatus	hermit thrush			
Hylocichla mustelina	wood thrush			
Turdus migratorius	American robin			
Family: Mimidae (mockingbirds and thrashers)				
Dumetella carolinensis	gray catbird			
Toxostoma rufum	brown thrasher			
Mimus polyglottos	northern mockingbird			
Family: Sturnidae (starlings)				
Sturnus vulgaris	European starling *			

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Bombycillidae (waxwings)				
Bombycilla cedrorum	cedar waxwing			
Family: Parulidae (wood-warblers)				
Seiurus aurocapilla	ovenbird			
Helmitheros vermivorum	worm-eating warbler			
Parkesia motacilla	Louisiana waterthrush			
Parkesia noveboracensis	northern waterthrush			
Vermivora cyanoptera	blue-winged warbler			
Mniotilta varia	black-and-white warbler			
Limnothlypis swainsonii	swainson's warbler			
Oreothlypis celata	orange-crowned warbler			
Geothlypis trichas	common yellowthroat			
Geothypis formosa	Kentucky warbler			
Setophaga ruticilla	American redstart			
Setophaga americana	northern parula			
Setophaga magnolia	magnolia warbler			
Setophaga castanea	bay-breasted warbler			
Setophaga petechia	yellow warbler			
Setophaga pensylvanica	chestnut-sided warbler			
Setophaga striata	blackpoll warbler			
Setophaga caerulescens	black-throated blue warbler			
Setophaga palmarum	palm warbler			
Setophaga pinus	pine warbler			
Setophaga coronata	yellow-rumped warbler			
Setophaga dominica	yellow-throated warbler			
Setophaga discolor	prairie warbler			
Setophaga virens	black-throated green warbler			
Oreothlypis peregrina	Tennessee warbler			
Setophaga tigrina	Cape May warbler			
Family: Emberizidae (sparrows and their allies)				
Pipilo erythrophthalmus	eastern towhee			
Spizella passerina	chipping sparrow			
Passerculus sandwichensis	Savannah sparrow			
Peucaea aestivalis	Bachman's sparrow			G3/S3
Family: Cardinalidae (cardinals, some grosbeaks, new world buntings, etc.)				
Piranga rubra	summer tanager			
Piranga olivacea	scarlet tanager			
Cardinalis cardinalis	northern cardinal			
Pheucticus ludovicianus	rose-breasted grosbeak			
Passerina caerulea	blue grosbeak			
Passerina cyanea	indigo bunting			
Passerina ciris	painted bunting			
Family: Icteridae (blackbirds, orioles, etc.)				
Dolichonyx oryzivorus	bobolink			
Agelaius phoeniceus	red-winged blackbird			
Sturnella magna	eastern meadowlark			
Quiscalus quiscula	common grackle			
Quiscalus major	boat-tailed grackle			
Molothrus ater	brown-headed cowbird			
Icterus spurius	orchard oriole			
Icterus galbula	Baltimore oriole			
Family: Fringillidae				
Subfamily: Carduelinae				
Spinus tristis	American goldfinch			
REPTILES				

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Alligatoridae (alligator and caiman)				
Alligator mississippiensis	American alligator	FT(S/A)	FT(S/A)	G5/S4
Family: Chelydridae (snapping turtles)				
Chelydra serpentina osceola	Florida snapping turtle			
Family: Emydidae (box and water turtles)				
Deirochelys reticularia chrysea	Florida chicken turtle			
Pseudemys nelsoni	Florida redbelly turtle			
Terrapene carolina bauri	Florida box turtle			
Family: Kinosternidae (musk and mud turtles)				
Kinosternon baurii	striped mud turtle			
Kinosternon subrubrum steindachneri	Florida mud turtle			
Sternotherus odoratus	common musk turtle			
Family: Testudinidae (gopher tortoises)				
Gopherus polyphemus	gopher tortoise	T		G3/S3
Family: Trionychidae (softshell turtles)				
Apalone ferox	Florida softshell			
Family: Anguidae (glass and alligator lizards)				
Ophisaurus ventralis	eastern glass lizard			
Ophisaurus attenuatus longicaudus	eastern slender glass lizard			
Family: Polychridae (anoles)				
Anolis carolinensis	green anole			
Anolis sagrei	brown anole *			
Family: Scincidae (skinks)				
Plestiodon inexpectatus	southeastern five-lined skink			
Scincella lateralis	ground skink			
Family: Teiidae (whiptails)				
Aspidoscelis sexlineata sexlineata	six-lined racerunner			
Family: Colubridae (harmless egg-laying snakes)				
Cemophora coccinea coccinea	Florida scarlet snake			
Coluber constrictor priapus	southern black racer			
Drymarchon couperi	eastern indigo snake	FT	T	G3Q/S3
Lampropeltis elapsoides	scarlet kingsnake			
Lampropeltis getula floridana	Florida kingsnake			
Masticophis flagellum flagellum	eastern coachwhip			
Opheodrys aestivus	rough green snake			
Pantherophis guttatus	eastern corn snake			
Scotophis alleghaniensis	eastern rat snake			
Family: Crotalidae (pitvipers)				
Agkistrodon piscivorus conanti	Florida cottonmouth			
Crotalus adamanteus	eastern diamondback rattlesnake			G4/S3
Sistrurus miliarius barbouri	dusky pygmy rattlesnake			
Family: Dipsadidae (rear-fanged snakes)				
Diadophis punctatus punctatus	southern ringneck snake			
Family: Elaphidae (coral snakes)				
Micrurus fulvius vulvius	eastern coral snake			
Family Natricidae (harmless live-bearing snakes)				
Nerodia fasciata pictiventris	Florida water snake			
Seminatrix pygaea	black swamp snake			
Storeria dekayi victa	Florida brown snake			
Thamnophis sauritus sackenii	peninsula ribbon snake			
Thamnophis sirtalis sirtalis	eastern garter snake			
AMPHIBIANS				
Family: Bufonidae (toads)				
Anaxyrus quercicus	oak toad			
Anaxyrus terrestris	southern toad			

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Eleutherodactylidae (free-toed frogs)				
Eleutherodactylus planirostris	greenhouse frog *			
Family: Hylidae (treefrogs and their allies)				
Acris gryllus dorsalis	Florida cricket frog			
Hyla cinerea	green treefrog			
Hyla femoralis	pine woods treefrog			
Hyla gratiosa	barking treefrog			
Hyla squirella	squirrel treefrog			
Osteopilus septentrionalis	Cuban treefrog *			
Pseudacris nigrita	southern chorus frog			
Pseudacris ocularis	little grass frog			
Family: Microhylidae (narrowmouth toads)				
Gastrophryne carolinensis	eastern narrowmouth toad			
Family: Ranidae (true frogs)				
Lithobates grylio	pig frog			
Lithobates sphenocephalus sphenocephalus	Florida leopard frog			
Family: Amphiumidae (amphiumas)				
Amphiuma means	two-toed amphiuma			
FISHES				
Family: Cichlidae (cichlids)				
Cichlasoma urophthalmus	Mayan cichlid*			
Hemichromis lifalili	African jewelfish*			
Oreochromis aureus	blue tilapia*			
Family: Clupeidae (herrings and shads)				
Dorosoma petenense	threadfin shad			
Family: Lepisosteidae (gar fish)				
Lepisosteus platyrhincus	Florida gar			
Family: Loricariidae (suckermouth catfishes)				
Pterygoplichthys sp.	sailfin catfish			
Family: Fundulidae (topminnows and killifishes)				
Fundulus seminolis	Seminole killifish			
Fundulus chrysotus	golden topminnow			
Fundulus confluentus	marsh killifish			
Family: Cyprinodontidae (pupfishes)				
Jordanella floridae	American flagfish			
Family: Poeciliidae (livebearers)				
Poecilia latipinna	sailfin molly			
Gambusia spp.	mosquitofish			
Heterandria formosa	least killifish, dwarf livebearer			
Family: Centropomidae (snooks)				
Centropomus undecimalis	common snook			
Family: Centrarchidae (sunfishes and basses)				
Enneacanthus gloriosus	bluespotted sunfish			
Micropterus salmoides	largemouth bass			
Lepomis macrochirus	bluegill			
Lepomis microlophus	redear sunfish			
Lepomis marginatus	dollar sunfish			
Family: Callichthyidae (armored catfishes)				
Hoplosternum littorale	brown hoplo*			
INSECTS				
Family: Percidae (darters, perches, walleye and sauger)				
Etheostoma fusiforme	swamp darter			
Family: Bolboceratidae (earth-boring dung beetle)				
Bolbocerosoma hamaturn	earth boring dung beetle			S3S4
Eucanthus alutaceus	earth boring dung beetle			S1S3

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Geotrupidae (earth-boring scarab beetle)				
Mycotrupes pedester	earth boring dung beetle			G1G2/S1/S2
Family: Calopterygidae				
Calopteryx maculata	ebony jewelwing			
Family: Coenagrionidae (bluets)				
Enallagma civile	familiar bluet			
Family: Libellulidae (skimmer dragonflies)				
Erythemis simplicicollis	eastern pondhawk			
Celithemis eponina	Halloween pennant			
Triacanthagyna trifida	phantom darner			
Tramea onusta	red-mantled saddlebags			
Erythrodiplax berenice	seaside dragonlet			
Pantala flavescens	wandering glider			
Pachydiplax longipennis	blue dasher			
Family: Acrididae (grasshoppers)				
Romalea microptera	eastern lubber grasshopper			
Family: Psyllidae (psyllids)				
Boreioglycaspis melaleucae	melaleuca psyllid *			
Family: Papilionidae (swallowtails)				
Papilio polyxenes	black swallowtail			
Papilio troilus	spicebush swallowtail			
Family: Pieridae (whites and sulphurs)				
Subfamily: Coliadinae (sulphurs)				
Phoebis sennae	cloudless sulphur			
Phoebis agarithe	large orange sulphur			
Family: Nymphalidae (brushfoots)				
Subfamily: Heliconiinae (longwings)				
Agraulis vanillae	gulf fritillary			
Subfamily: Nymphalinae (brushfoots)				
Junonia coenia	common buckeye			
Anartia jatrophae	white peacock			
Subfamily: Danaidae (milkweed butterfiles)				
Danaus plexippus	monarch			
Family: Hesperiidae (skippers)				
Subfamily: Pyrginae (open-winged skippers)				
Phocides pigmalion	mangrove skipper			
Urbanus proteus proteus	long-tailed skipper			
Hylephila phyleus	fiery skipper			
ARACHNIDS				
Family: Araneidae (orb weavers)				
Gasteracantha elipsoides	crablike spiny orb weaver			
Nephila clavipes	golden-silk spider			
Family: Oxyopidae (lynx spiders)				
Peucetia viridans	green lynx spider			

Wildlife Species List for Bob Janes Preserve

		Designated Status		
Scientific Name	**Common Name**	**FWC**	**FWS**	**FNAI**
Family: Salticidae (jumping spiders)				
Phidippus regius	regal jumping spider			

KEY:

FWC = Florida Fish & Wildlife Conservation Commission
FWS = U.S. Fish & Wildlife Service
E - Endangered
T - Threatened
T/SA - Threatened for Similar Appearance
SSC - Species of Special Concern

FNAI = Florida Natural Areas Inventory
G - Global rarity of the species
S - State rarity of the species
T - Subspecies of special population
1 - Critically imperiled
2 - Imperiled
3 - Rare, restricted or otherwise vulnerable to extinction
4 - Apparently secure
5 - Demonstratebly secure

*** = Non-native**

Appendix D: BRC Access Easement

INSTR # 2006000301707, Doc Type EAS, Pages 21, Recorded 08/01/2006 at 02:51 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $180.00 Deputy Clerk LAMBROSIO

This Instrument Prepared By:
Gunster, Yoakley & Stewart, P.A.
500 E. Broward Blvd., Suite 1400
Fort Lauderdale, Florida 33496
ATT: Daniel M. Mackler, Esq.

RESERVATION OF ACCESS EASEMENT

THIS RESERVATION OF ACCESS EASEMENT (this "Easement") is reserved as of this 31st day of July, 2006, by **BABCOCK FLORIDA COMPANY**, a Florida corporation, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida 33412 ("Owner") and **BABCOCK PROPERTY HOLDINGS, L.L.C.**, a Delaware limited liability company, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida 33412 ("Retained Property Owner").

WITNESSETH THAT:

A. Retained Property Owner, an affiliate of Owner, is the owner of that certain real property, lying and being in Charlotte County and Lee County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Retained Property").

B. Owner has agreed to convey to Lee County, Florida ("County") that certain real property, lying and being in Lee County, Florida which is adjacent to the Retained Property and is more particularly described on **Exhibit B** attached hereto (the "County's Property").

C. As part of the terms of such conveyance, Owner is reserving this Easement for the benefit of the Retained Property and for the purposes more specifically set forth herein.

Now, for and in consideration of the conveyance of the County's Property to the County, the sufficiency of which is hereby acknowledged, Owner hereby reserves the following rights and easements with respect to the County's Property and Retained Property Owner hereby agrees as follows, as applicable:

1. **Reservation of Easement.** Owner hereby reserves a non-exclusive, perpetual access easement on, over and across that certain property described on **Exhibit C** attached hereto and made a part hereof, for an unpaved and/or paved, unlighted "greenway" trail for use by pedestrians and/or non-motorized transport (except as may otherwise be required for emergency purposes and/or to provide handicapped access in accordance with any applicable laws) (the "Caloosahatchee Trail"), it being understood that "non-motorized" transport shall include, without limitation, walking, jogging, biking, hiking and horseback riding. The foregoing easement shall be for the benefit, use and enjoyment of the Retained Property Owner and the owners/residents (and their guests and invitees – but only for the purpose of normal and customary usage thereby which shall be reasonably and appropriately limited in scope) of the

Retained Property (collectively, the "Benefited Parties"). Owner also hereby reserves for the Benefited Parties, the right, in common with the general public, to use any and all recreational trails identified on the Management Plan (as defined below) that may now or hereafter exist, from time to time, on the County's Property and that are open to the general public for use for non-motorized transport (collectively, the "Trails"). This right to use the Trails is the same right as that which may be enjoyed by the general public, and may be limited in the same manner as access or other use by the general public is limited (except as set forth in **Section 2** below). The Trails and the Caloosahatchee Trail are herein collectively referred to as the "Trail System".

2. **Rules and Regulations of the Trail System.** The Benefited Parties' use of the Trail System as set forth in **Section 1** above shall at all times be subject to the (i) the terms and conditions of that certain Management Agreement dated on or about the date hereof between Babcock Ranch Management, LLC, as manager (the foregoing and any successor manager of the County Property is herein referred to as the "Manager"), and County, et al, as owner, for the management of the County's Property, as may exist from time to time (the "Management Agreement"); (ii) that certain management and business plan for the County's Property, as may exist from time to time (the "Management Plan"); and (iii) such reasonable rules and regulations promulgated from time to time by the Manager, and County, for the general use of the Trail System and as may be otherwise necessary in order for the protection of life and preservation of the County's Property, so long as such rules and regulations are consistent with the intent of the management plans set forth in subsection (i) and (ii) above (subsections (i), (ii) and (iii) are collectively referred to herein as the "Trail Regulations"); provided that the Trail Regulations are intended to reasonably regulate the use of the Trail System but in no event shall the foregoing be deemed to allow or permit any termination of this Easement or total prohibition of the Benefited Parties' use of the Trail System. Any rules regulations promulgated by County under clause (iii) above shall not be effective if they impose any additional cost on the Manager, unless County agrees to pay such cost. Furthermore, in no event may any fees or other charges be imposed upon any Benefited Parties in connection with such Benefited Parties' use of the Caloosahatchee Trail. In addition, in no event may any fees or other charges be imposed upon any Benefited Parties in connection with such Benefited Parties' use of the Trails, for so long as the property owner's association(s) for the Retained Property are contributing at least $1.00 per month per dwelling unit located within the Retained Property, as such units are habitated, for the purpose of supporting the environmental stewardship activities on the property known as the Babcock Ranch Preserve (of which the County's Property is a part), including environmental research thereon, notwithstanding that fees and charges may be imposed on the general public as a whole for use of the Trail Systems. The parties understand and agree that the County is seeking a grant from the National Oceanic and Atmospheric Association as to a portion of the County Property (the "Grant Area"), and they further agree that this Easement will be interpreted and applied in such a way as to comply in all respects with the terms and requirements of such future grant regardless of any language herein to the contrary, even if such grant terms require the Benefited Parties to be treated in the same way as the general public, except that (a) the Benefited Parties cannot be charged for the access or use of Trail System within the Grant Area, provided that the terms of such grant may require the imposition of fees for the portion of the Trails that are within the Grant Area (it being agreed that County does not intend to charge such fees and will use reasonable efforts to insure that no fees will be charged pursuant to such grant); (b) in no event may the terms of such grant prohibit the use of the Trails within the Grant Area by the general public or the Benefited Parties; and (c) such grant cannot interfere or restrict the right of the

Benefited Parties to use the Caloosahatchee Trail as set forth in this Easement. Furthermore, in no event may the Grant Area lie west of the westerly section line of Sections 5, 8 and 17 of Township 43 South, Range 27 East, without the Retained Property Owner's consent which will not be unreasonably withheld.

3. **Maintenance, Extension and Relocation of Trail.** Owner hereby grants to Retained Property Owner the right, at its sole cost and expense, to: (a) operate, maintain, repair and replace the Trail System in the same condition as the Trail System has been historically maintained; (b) pave such portion(s) of the Caloosahatchee Trail, at Retained Property Owner's sole costs and expense; as may be reasonably necessary in order to maintain pathways within the Caloosahatchee Trail for the different uses permitted herein; (c) make other additional improvements to the Caloosahatchee Trail, if required by law for handicapped access or emergency purposes; and (d) to make other improvements to the Caloosahatchee Trail to the extent consistent with the Trail Regulations, including, without limitation, (i) the right to reasonably segregate the use of the Caloosahatchee Trail for certain purposes, such as separating a portion thereof for horseback riding and a portion for hiking and biking and (ii) the right to extend the same to the southerly boundary of the County's Property in order to provide access to the Caloosahatchee Regional Park ("Park"). In connection with the foregoing, Retained Property Owner and County will mutually and reasonably cooperate with each other in order to locate an access point on the southerly boundary of the County's Property such that Retained Property Owner will be able to extend the Caloosahatchee Trail over and across the County's Property to tie directly into the Park and the trail systems presently or in the future located in Park (provided that Retained Property Owner shall not be permitted to pave any such extension, without the County's prior written consent). To the extent that the mutually agreed upon access point at the southerly boundary of the County's Property into the Park requires that the location of the Caloosahatchee Trail, as described in **Exhibit C** attached hereto, be relocated, the Retained Property Owner and the County shall execute and record such further documentation as may be necessary in order to evidence such relocation in the Public Records of Lee County, Florida (it being understood that upon such relocation, the width of the "Caloosahatchee Trail" will be reduced from its present 100' width to 60' wide). Furthermore, Retained Property Owner acknowledges that any access by any of the Benefited Parties into the Park shall be subject to the payment of use fees, if any, which are payable from time to time by the general public as a whole for entrance into the Park. Any improvements to the Caloosahatchee Trail and any extension thereof, as permitted above, made by Retained Property Owner shall also be maintained by Retained Property Owner, at its sole cost and expense, to the extent the Manager is not obligated to maintain the same pursuant to the Management Agreement.

4. **Trail Management**. Manager, or if none exists, then County, shall have the ability, from time to time, to temporarily close the Trail System or to relocate the Trails, solely in connection with the management and operation of the County's Property pursuant to the Management Agreement or in connection with the protection of life and preservation of property, provided that such actions apply to the general public and not just to the Benefited Parties. All costs attributable to any such relocation of the Trails desired by Manager or, if applicable, County in connection herewith shall be at the sole cost and expense of the Manager or, if applicable, County. Upon any relocation by Manager or, if applicable, County of all or any portion of the Trails, this Easement shall be deemed amended to release the existing Trails and

describe the relocated Trails. The Trail System shall at all times connect to the Caloosahatchee Trail.

5. **Binding Effect.** This Easement shall be appurtenant to the Retained Property as the dominant tenement and shall burden the County's Property as the servient tenement. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall be covenants running with the land and create equitable servitudes in favor of the real property benefited thereby. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Although this Easement shall at all times inure to the benefit of the Retained Property, Owner retains the sole right to exercise any of the rights reserved to Owner hereunder, including, without limitation, the enforcement of any of the provisions hereof, unless and until Owner specifically assigns such right(s) in a written instrument executed by Owner with the formalities of a deed, acknowledged and recorded in the Public Records of Lee County, Florida (such as, by way of example and not limitation, an assignment of Owner's rights hereunder to any property owner's association(s) established to govern all or any portion of the Retained Property) (such assignee shall be referred to herein as a "Successor Assignee"). All references in this Easement to "Owner" shall be deemed to include any Successor Assignee. Any assignment by Owner to a Successor Assignee shall be deemed to automatically release Owner from any and all liability or obligations arising hereunder from and after the date of such assignment, but only to the extent such liability or obligations are assumed in writing by a Successor Assignee.

6. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Owner and the owner of the County Property, and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Lee County, Florida; it being expressly understood and agreed that for so long as Owner owns all or any portion of the Retained Property, in no event shall Owner be required to obtain the consent or approval of any future owners, occupants, guests, and/or invitees of the owners and occupants of any portion of the Retained Property (including, without limitation, the Benefited Parties) in order to amend, modify, terminate or rescind this Easement or waive any of the provisions set forth herein, notwithstanding that such parties are expressly benefited from the easement rights specifically reserved by Owner hereunder and that such amendment, modification, termination, rescission or waiver may affect or impact the rights of such parties.

7. **No Interference.** The County may install such facilities or improvements and grant any other rights or easements to others so long as the same does not interfere with the rights herein reserved by Owner.

8. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Nothing in this Easement, however, shall be construed to prohibit County from allowing members of the public the use of the Trail System in the County's discretion.

9. **Severability**. If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, provided the purposes and intent of this instrument may still be achieved, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

10. **Governing Law**. This Easement shall be construed in accordance with the laws of the State of Florida.

11. **Recitals; Headings**. The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

12. **Acceptance of Easement.** The acceptance of title to the County's Property by the County shall be deemed to constitute its acceptance of and agreement to the terms of this Easement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Owner and Retained Property Owner have caused this Easement to be executed the day and year first above written.

WITNESSES:

Signature of Witness

Printed Name

Signature of Witness

Printed Name

OWNER:

BABCOCK FLORIDA COMPANY, a Florida corporation

By: _____
Name: SYDNEY W. KIOSON
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade

The foregoing Easement was acknowledged before me this 28th day of July, 2006, by Sydney W. Kitson, as Chief Executive Officer of **BABCOCK FLORIDA COMPANY**, a Florida corporation, on behalf of said company. He/she [X] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

ESTHER J. FORBES
MY COMMISSION # DD 243174
EXPIRES: August 20, 2007
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

WITNESSES:

Signature of Witness

Rosa Wong
Printed Name

Signature of Witness

Daniel Mackles
Printed Name

RETAINED PROPERTY OWNER:

BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company

By:
Name: SYDNEY W. KITSON
Title: PRESIDENT

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade

The foregoing Easement was acknowledged before me this 28th day of July, 2006, by Sydney W. Kitson, as *PRESIDENT ~~Chief Executive Officer~~ of **BABCOCK PROPERTY HOLDINGS, L.L.C.,** a Florida limited liability company, on behalf of said company. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

ESTHER J. FORBES
MY COMMISSION # DD 243174
EXPIRES: August 20, 2007
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

[EXHIBITS FOLLOW]

EXHIBIT A

RETAINED PROPERTY

EXHIBIT "A"

KITSON RETAINED PARCEL:

CHARLOTTE COUNTY:

A parcel of land lying within Sections 28, 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described;
Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet; Thence N50°03'22"W a distance of 2565.68 feet; Thence S63°01'21"W a distance of 1215.04 feet; Thence N70°04'12"W a distance of 1843.56 feet; Thence N57°46'34"W a distance of 530.23 feet; Thence N24°01'11"W a distance of 975.16 feet; Thence N86°25'58"W a distance of 385.81 feet; Thence N38°10'48"W a distance of 551.49 feet; Thence S59°20'29"W a distance of 577.78 feet; Thence N73°15'18"W a distance of 661.18 feet; Thence N09°11'59"E a distance of 1325.91 feet; Thence N16°46'15"W a distance of 1740.31 feet; Thence N00°01'22"W a distance of 2084.14 feet; Thence N89°25'59"W a distance of 3804.51 feet to a point lying 300.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°34'01"E a distance of 789.90 feet and N00°48'43"W a distance of 2979.88 feet; Thence N89°11'17"E a distance of 5661.25 feet; Thence N00°00'03"W a distance of 2799.47 feet; Thence N89°59'57"E a distance of 3566.96 feet; Thence S41°13'25"E a distance of 2825.30 feet; Thence S00°00'00"W a distance of 1967.31 feet; Thence S89°59'52"E a distance of 688.23 feet; Thence S00°00'29"E a distance of 324.64 feet; Thence S39°50'11"E a distance of 190.87 feet; Thence S00°00'03"E a distance of 1218.43 feet; Thence S89°51'42"E a distance of 67.91 feet; Thence S01°26'06"E a distance of 897.46 feet; Thence S74°19'19"E a distance of 1689.13 feet; Thence N79°06'55"E a distance of 475.22 feet; Thence S26°13'22"E a distance of 802.17 feet; Thence S19°47'08"E a distance of 527.22 feet; Thence S05°04'15"E a distance of 1832.85 feet; Thence S32°40'01"E a distance of 186.12 feet; Thence S13°05'30"W a distance of 201.97 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence

BSM APPROVED
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S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence N78°50'16"E a distance of 687.98 feet; Thence S13°36'57"E a distance of 2507.44 feet; Thence S52°37'55"W a distance of 867.79 feet; Thence S21°59'06"E a distance of 1739.24 feet; Thence S55°42'26"W a distance of 195.73 feet; Thence S22°47'49"W a distance of 5491.07 feet; Thence S05°03'05"W a distance of 533.38 feet; Thence S20°54'51"E a distance of 336.88 feet; Thence S80°06'18"E a distance of 334.86 feet; Thence N89°59'33"E a distance of 307.21 feet; Thence N62°56'46"E a distance of 516.44 feet; Thence N52°01'16"E a distance of 818.38 feet; Thence S42°01'35"E a distance of 1162.99 feet; Thence S39°20'59"E a distance of 1779.24 feet; Thence S04°14'12"W a distance of 1329.65 feet; Thence S51°39'36"E a distance of 782.57 feet; Thence N89°45'02"E a distance of 4154.67 feet; Thence N00°18'50"W a distance of 1309.98 feet; Thence S74°38'25"W a distance of 1635.76 feet; Thence N20°29'11"W a distance of 1376.98 feet; Thence N21°08'17"E a distance of 865.48 feet; Thence N69°00'57"E a distance of 1518.26 feet; Thence S49°18'31"E a distance of 2362.36 feet; Thence N72°42'44"E a distance of 1430.88 feet; Thence S70°02'41"E a distance of 1332.47 feet; Thence S30°17'33"E a distance of 1686.70 feet; Thence N83°12'47"E a distance of 1373.39 feet; Thence S66°40'38"E a distance of 200.63 feet; Thence S05°46'23"W a distance of 1058.61 feet; Thence S00°00'40"E a distance of 10185.99 feet to a point on the South line of Section 36, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 3430.81 feet to the Southwest corner of said Section 36; Thence N89°35'44"W a distance of 5294.84 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 5294.83 feet to the Southwest corner of said Section 34; Thence N89°37'16"W a distance of 5289.35 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence N89°41'45"W a distance of 5306.31 feet to the Southwest corner of said Section 32; Thence N89°41'45"W, along the South line of Section 31, Township 42 South, Range 26 East, a distance of 4889.98 feet to the Point of Beginning.

LEE COUNTY:

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to

the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

The above-mentioned County Road 78 is, and was, also known as State Road 78.

EXHIBIT B

COUNTY'S PROPERTY

EXHIBIT "B"

ACQUISITION PARCEL:

LEE COUNTY:

All of Sections 1 through 7; The West one-half of Section 9; The West 150 feet of the Southeast one-quarter of Section 9; All of Section 12, all being in Township 43 South, Range 26 East, Lee County, Florida. LESS right-of-way for County Road No. 78. LESS the West 350.00 feet of Sections 6 and 7.

That part of the Southwest one-quarter of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Southwest one-quarter of the Northeast one-quarter as the Point of Beginning and run East, along the South line of said Southwest one-quarter of the Northeast one-quarter, a distance of 150.00 feet; Thence Northwest to the Northwest corner of said Southwest one-quarter of the Northeast one-quarter; Thence South, along the West line of said Southwest one-quarter of the Northeast one-quarter, to the Point of Beginning.

All of Sections 4 through 8; Section 9, LESS the South one-half of the Southeast one-quarter; The Northwest one-quarter and the North one-half of the Northeast one-quarter of Section 17; The North one-half of Section 18, all being in Township 43 South, Range 27 East, Lee County, Florida.

LESS,

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet

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By JA Date 7.27.06

West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A parcel of land lying in Sections 1, 2 & 12, Township 43 South, Range 26 East, and Sections 4 through 9, 17 & 18, Township 43 South, Range 27 East, all being in Lee County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 6, Township 43 South, Range 27 East as the Point of Beginning and run N89°18'56"E a distance of 5253.61 feet to the Northeast corner of said

Section 6; Thence N89°18'56"E a distance of 5320.10 feet to the Northeast corner of Section 5, Township 43 South, Range 27 East; Thence N89°18'56"E a distance of 5320.11 feet to the Northeast corner of Section 4, Township 43 South, Range 27 East; Thence S00°13'00"W a distance of 2523.97 feet to the East quarter corner of said Section 4; Thence S00°12'17"W a distance of 2768.18 feet to the Southeast corner of said Section 4; Thence S00°55'12"W a distance of 2681.57 feet to the East quarter corner of Section 9, Township 43 South, Range 27 East; Thence S00°55'27"W a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of said South one-half of the Southeast one-quarter; Thence S01°06'34"W a distance of 1342.17 feet to the South quarter corner of said Section 9; Thence N87°33'20"W a distance of 2692.13 feet to the Northeast corner of Section 17, Township 43 South, Range 27 East; Thence S00°07'31"W a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of said South one-half of the Northeast one-quarter; Thence S00°13'58"W a distance of 1330.50 feet to the center of said Section 17; Thence N89°31'22"W a distance of 2668.03 feet to the West quarter corner of said Section 17; Thence S84°25'42"W a distance of 5193.59 feet to the West quarter corner of Section 18, Township 43 South, Range 27 East; Thence N00°25'23"E a distance of 2683.78 feet to the Northwest corner of said Section 18; Thence S89°50'11"W a distance of 5307.67 feet to the Southwest corner of Section 12, Township 43 South, Range 26 East; Thence N00°11'50"E a distance of 2656.05 feet to the West quarter corner of said Section 12; Thence N00°11'10"E a distance of 2655.62 feet to the Northwest corner of said Section 12; Thence N88°38'22"W, along the South line of Section 2, Township 43 South, Range 26 East, a distance of 558.43 feet; Thence N03°53'19"W a distance of 515.34 feet; Thence N04°10'14"E a distance of 283.53 feet; Thence N09°58'52"E a distance of 4668.17 feet to a point on the North line of Section 1, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of said Section 1, a distance of 3275.04 feet; Thence continue S89°35'44"E a distance of 1864.02 feet to the Point of Beginning.

LESS,
EXCEPTION 2:

A parcel of land lying within Section 9, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 4, Township 43 South, Range 27 East, Lee County, Florida, also being the the Northeast corner of said Section 9 and run S00°55'12"W, along the East line of said Section 9, a distance of 2681.57 feet to the East quarter corner of said Section 9; Thence S00°55'27"W, along the East line of said Section 9, a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of the South one-half of the Southeast one-quarter of said Section 9; Thence S01°06'34"W a distance of 3.30 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S01°06'34"W a distance of 1338.87 feet to the South quarter corner of said Section 9; Thence N87°33'20"W, along the South line of said Section 9, a distance of

1.67 feet; Thence N00°19'16"E a distance of 1339.56 feet; Thence S87°11'30"E a distance of 20.11 feet to the Point of Beginning.

ALSO LESS,
EXCEPTION 3:

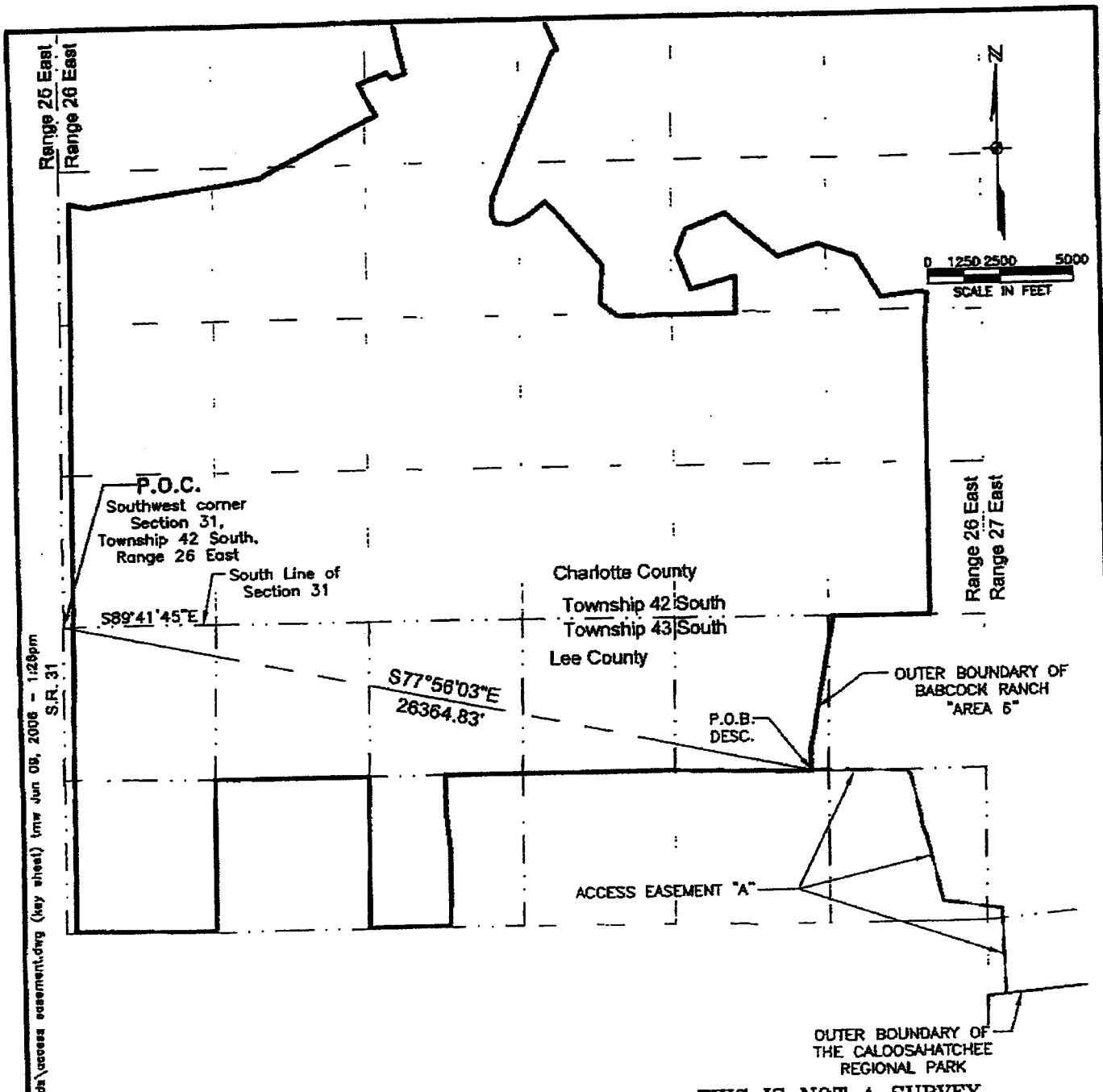
A parcel of land lying within Section 17, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 17 and run S00°07'31"W, along the East line of said Section 17, a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of the South one-half of the Northeast one-quarter of said Section 17; Thence S00°13'58"W a distance of 4.24 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S00°13'58"W a distance of 1326.26 feet to the center of said Section 17; Thence N89°31'22"W a distance of 3.57 feet; Thence N00°01'17"W a distance of 1326.33 feet; Thence S89°20'05"E a distance of 9.45 feet to the Point of Beginning.

The above-mentioned County Road 78 is, and was, also known as State Road 78.

EXHIBIT C

CALOOSAHATCHEE TRAIL

EXHIBIT C



S:\20055693-701\outfalls To State Lands\access easement.dwg (key sheet) tmw Jun 09, 2006 - 1:28pm

THIS IS NOT A SURVEY

NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY.
7. DESCRIPTION ATTACHED.

MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

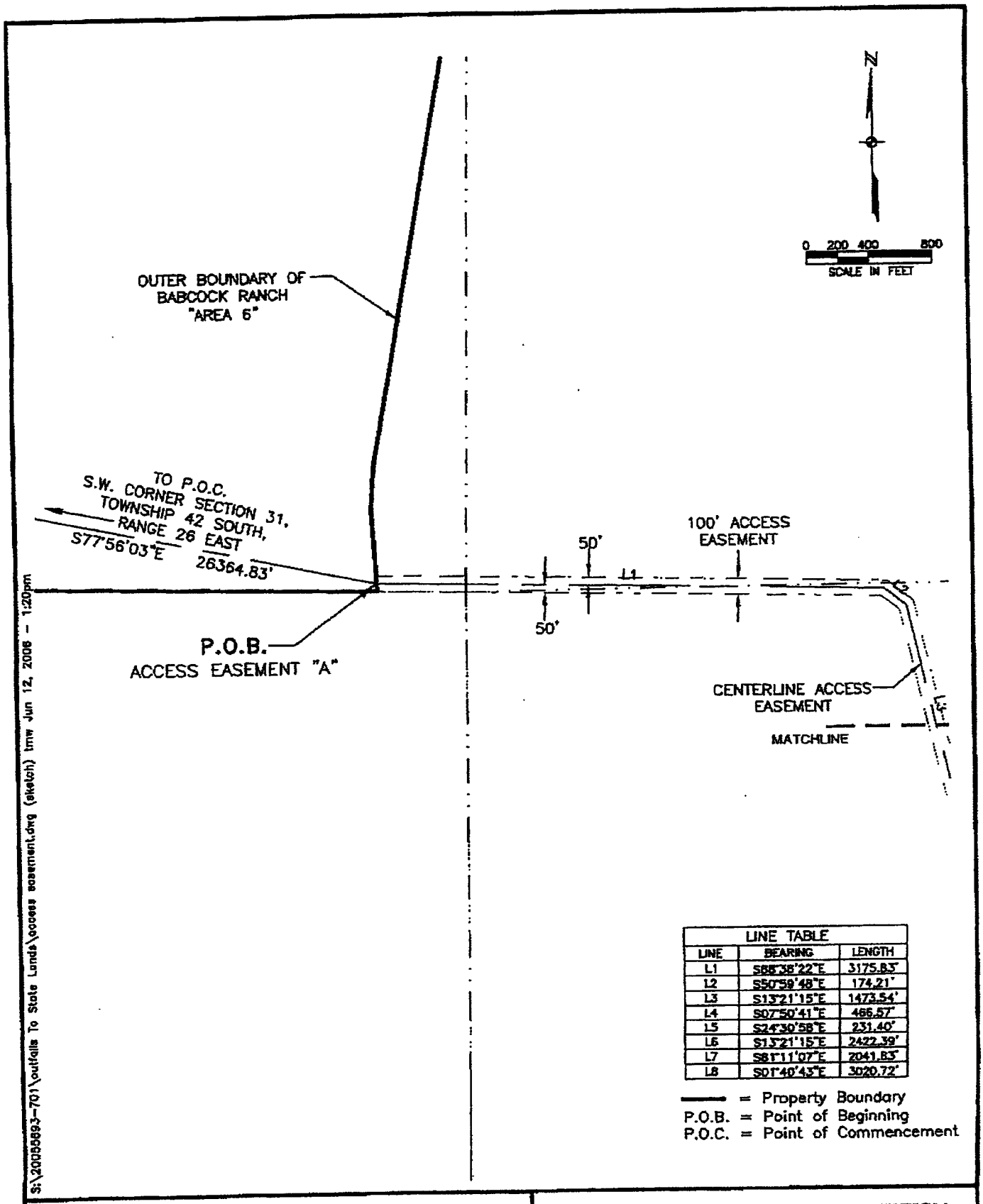
DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING

251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
ACCESS EASEMENT "A" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 5000'	1 OF 4



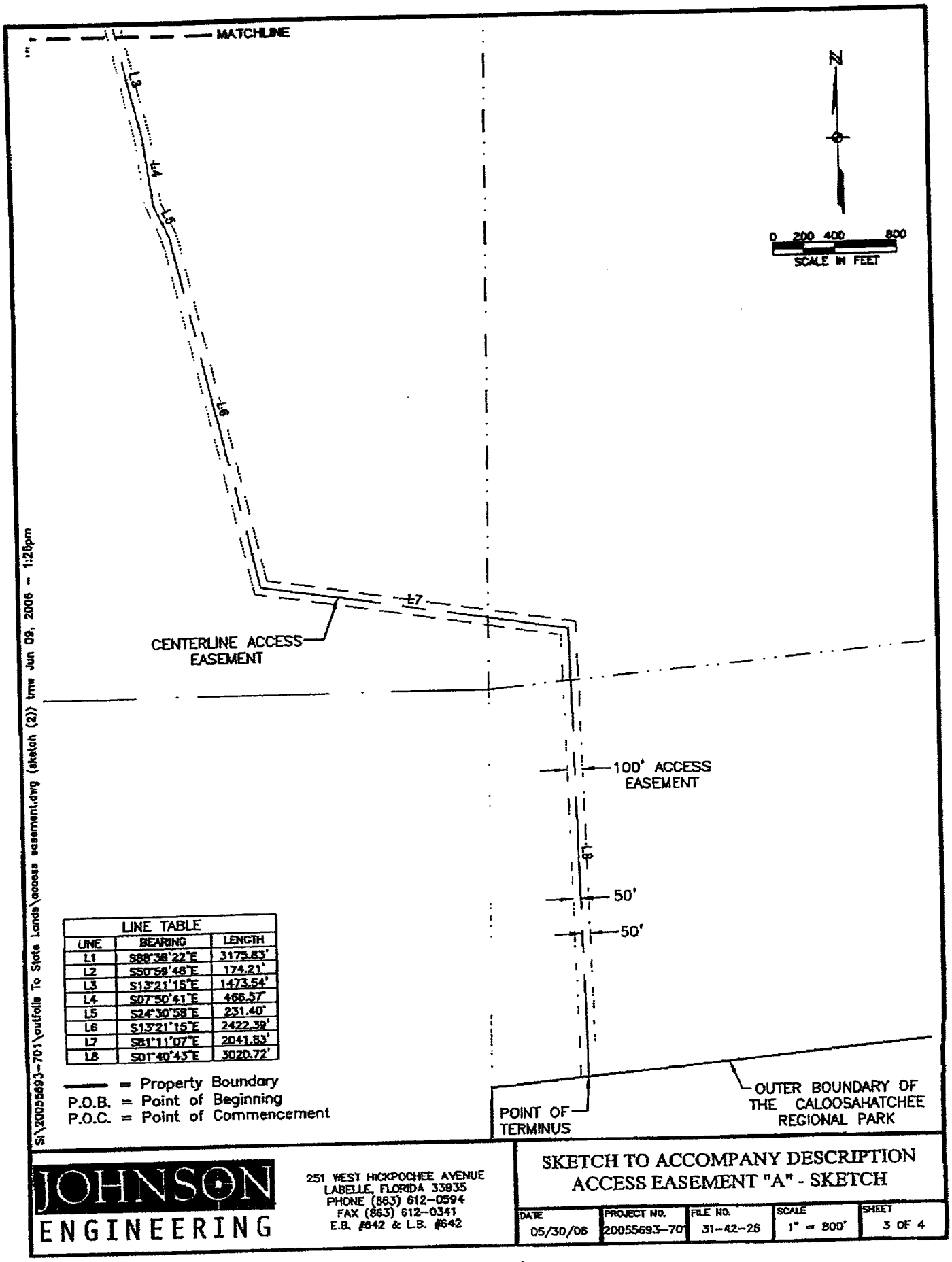
LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°38'22"E	3175.83'
L2	S50°59'48"E	174.21'
L3	S13°21'15"E	1473.54'
L4	S07°50'41"E	466.57'
L5	S24°30'58"E	231.40'
L6	S13°21'15"E	2422.39'
L7	S81°11'07"E	2041.83'
L8	S01°40'43"E	3020.72'

= Property Boundary
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
ACCESS EASEMENT "A" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 800'	2 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°38'22"E	3175.83'
L2	S50°58'48"E	174.21'
L3	S13°21'15"E	1473.54'
L4	S07°50'41"E	466.57'
L5	S24°30'58"E	231.40'
L6	S13°21'15"E	2422.39'
L7	S81°11'07"E	2041.83'
L8	S01°40'43"E	3020.72'

——— = Property Boundary
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement

JOHNSON ENGINEERING

251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
ACCESS EASEMENT "A" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 800'	3 OF 4

DESCRIPTION ACCESS EASEMENT "A"

A 100 foot wide strip of land in Sections 1, 2, 12, Township 43 South, Range 26 East, and Sections 7 and 18, Township 43 South, Range 27 East Lee County, Florida lying 50 feet on each side of the following described centerline:

Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S77°56'03"E a distance of 26,364.83 feet to the Point of Beginning; Thence S88°38'22"E a distance of 3,175.83 feet; Thence S50°59'48"E a distance of 174.21 feet; Thence S13°21'15"E a distance of 1,473.54 feet; Thence S07°50'41"E a distance of 466.57 feet; Thence S24°30'58"E a distance of 231.40 feet; Thence S13°21'15"E a distance of 2,422.39 feet; Thence S81°11'07"E a distance of 2,041.83 feet; Thence S01°40'43"E a distance of 3,020.72 feet to the north boundary line of the Caloosahatchee Regional Park, also the terminus of said centerline.

Side lines to be lengthened or shortened to begin on the boundary line of Area 6 and end on the boundary line of the Caloosahatchee Regional Park.

S:\20055693-701\outfalls To State Lands\access easement.dwg (description) tmw Jun 12, 2006 - 1:20pm

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
ACCESS EASEMENT "A" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	4 OF 4

Appendix E: Drainage Easement

INSTR # 2006000301708, Doc Type EAS, Pages 38, Recorded 08/01/2006 at 02:51 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $324.50 Deputy Clerk LAMBROSIO

This Instrument Prepared By:
Gunster, Yoakley & Stewart, P.A.
500 E. Broward Blvd., Suite 1400
Fort Lauderdale, Florida 33496
ATT: Daniel M. Mackler, Esq.

RESERVATION OF DRAINAGE EASEMENT

THIS RESERVATION OF DRAINAGE EASEMENT (this "Easement") is reserved as of this 31st day of July, 2006, by **BABCOCK FLORIDA COMPANY**, a Florida corporation, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida 33412 ("Owner").

WITNESSETH THAT:

A. Babcock Property Holdings, L.L.C., a Delaware limited liability company ("Retained Property Owner"), which is an affiliate of Owner, is the owner of that certain real property, lying and being in Charlotte County and Lee County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Retained Property").

B. Owner has agreed to convey to Lee County, Florida ("County") that certain real property, lying and being in Lee County, Florida and more particularly described on **Exhibit B** attached hereto (the "County's Property").

C. As part of the terms of such conveyance, Owner is reserving this Easement for the benefit of the Retained Property and for the purposes more specifically set forth herein.

Now, for and in consideration of the conveyance of the County's Property to the County and payment by the County of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Owner hereby reserves the following rights and easements for the benefit of the Retained Property with respect to the County's Property:

1. **Reservation of Drainage Easement on County's Property**. Owner hereby reserves a non-exclusive, perpetual easement on, over, under, through and across that certain real property more particularly described on **Exhibit C** attached hereto and made a part hereof for drainage of surface water from the Retained Property onto and through the County's Property (the "Easement Area"), together with access over and across the County's Property as is reasonably necessary for the exercise of the rights reserved above and other rights reserved by Owner under the provisions of this Easement, which reservation shall inure at all times to the benefit of the Retained Property. The foregoing reserved easement shall include, without limitation, the right to drain and store such amounts of surface water as have historically drained from time to time from the Retained Property onto and through the Easement Area and such additional amounts of surface water drainage as may in the future be approved by the applicable water management district with jurisdiction over the Easement Area (the "District") into and through any and all existing drainage and water control areas, ditches, swales, culverts, structures

and facilities located within the Easement Area and any drainage and water control areas, ditches, swales, culverts, structures and facilities which may in the future be approved by the District to be constructed and/or installed upon the Easement Area in connection with the development of the Retained Property (all of the foregoing drainage, water control, water retention and water storage areas, ditches, swales, culverts, structures and facilities, now or hereinafter existing, are collectively referred to herein as the "County's Drainage Structures"). The reservation of this Easement and the County's agreement to the reservation of this Easement shall not be construed as consent by the County to any application for permits for the purposes of draining or storing surface waters from the Retained Property onto the County's Property or constructing additional County's Drainage Structures.

2. **Construction of County's Drainage Structures**. Upon the written agreement of Retained Property Owner and County or as may be otherwise required or contemplated by all applicable approvals and permits of the District, Owner hereby further reserves for the benefit of the Retained Property the right by the Retained Property Owner to enter upon the Easement Area and perform any and all work and take such other actions as may be reasonably necessary in order to construct, maintain, repair and/or replace, at Retained Property Owner's sole cost and expense, any and all County's Drainage Structures (as the same shall have been approved by the District and in accordance with all applicable permits therefor) in order to effectuate the rights reserved by Owner herein for the benefit of the Retained Property (which shall include, without limitation, the ability of Retained Property Owner, at its sole cost and expense, to replace the existing County's Drainage Structures with such updated or enhanced structures as may be necessary or desirable by Retained Property Owner in accordance with the then existing best management practices in effect); provided that (i) in no event shall any construction activities of Retained Property Owner unreasonably interfere with the County's management of the Property, and (ii) nothing contained herein shall be deemed to impose any obligations upon Retained Property Owner to perform any such work with respect the County's Drainage Structures unless Retained Property Owner elects, in its sole discretion, to install any new County's Drainage Structures and/or expand or upgrade the existing County's Drainage Structures in accordance with the terms hereof, in which event, Retained Property Owner shall also be responsible, at its sole cost and expense, for the maintenance and repair of any such new structures and/or the additional maintenance and repair necessitated by any such expanded or updated structures. Nothing herein shall be construed to compel County to install any new County's Drainage Structures or expand or upgrade the existing County's Drainage Structures. Retained Property Owner shall provide such insurance and/or assurances as County may require at the time to protect County from any injury, death, property damage and causes of action arising out of Retained Property Owner's presence or the presence of Retained Property Owner's agents, employees and contractors, on the Easement Area for the purposes addressed in this **Section 2**.

3. **Maintenance of County's Drainage Structures**. Owner hereby grants to Retained Property Owner the right, at its sole cost and expense, to (a) operate, maintain, repair and replace the existing County's Drainage Structures in good order and repair and in compliance with all applicable, laws, rules regulations, permits and licenses therefor, and (b) continue to maintain the existing County's Drainage Structures, as may be applicable, in order to ensure (i) that the water levels of the County's Property remain at the minimum permissible levels mandated by the District's permits and approvals for the County's Property; and (ii) that

the water flow from the County's Property that has historically moved in a southerly or easterly direction continues to move in a southerly or easterly direction.

4. **Binding Effect.** This Easement shall be appurtenant to the Retained Property as the dominant tenement, and shall burden the Easement Area, as the servient tenement. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall be covenants running with the land and create equitable servitudes in favor of the real property benefited thereby. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns. Although the reservation of this Easement shall at all times inure to the benefit of the Retained Property, Retained Property Owner retains the sole right to exercise any of the rights reserved hereunder (such as the right to enter upon the County's Property and construct, maintain, repair and/or replace any County's Drainage Structures), including, without limitation, the enforcement of any of the provisions hereof, unless and until Retained Property Owner specifically assigns such right(s) in a written instrument executed by Retained Property Owner with the formalities of a deed, acknowledged and recorded in the Public Records of Lee County, Florida (such as, by way of example and not limitation, an assignment of Retained Property Owner's rights hereunder to any property owner's association(s) established to govern all or any portion of the Retained Property) (such assignee shall be referred to herein as a "Successor Assignee"). All references in this Easement to "Retained Property Owner" shall be deemed to include any Successor Assignee. Any assignment by Owner to a Successor Assignee shall be deemed to automatically release Retained Property Owner from any and all liability or obligations arising hereunder from and after the date of such assignment, but only to the extent such liability or obligations are assumed in writing by a Successor Assignee.

5. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Retained Property Owner (and any Successor Assignee) and the owner of the County Property, and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Lee County, Florida; it being expressly understood and agreed that for so long as Retained Property Owner owns all or any portion of the Retained Property, in no event shall Retained Property Owner be required to obtain the consent or approval of any future owners, occupants, guests, and/or invitees of the owners and occupants of any portion of the Retained Property in order to amend, modify, terminate or rescind this Easement or waive any of the provisions set forth herein, notwithstanding that such parties are expressly benefited from the easement rights specifically reserved by Owner hereunder for the benefit of the Retained Property and that such amendment, modification, termination, rescission or waiver may affect or impact the rights of such parties.

6. **Assignment.** Except as may be otherwise required by the District in connection with any applicable permits, neither party shall assign any of the rights reserved by and/or granted to such party herein to any owner of property not included within the Retained Property and/or County's Property.

7. **No Interference.** The County shall not install any facilities or improvements or grant any other rights or easements to others that will interfere with the rights herein reserved by Owner for the benefit of the Retained Property.

8. **No Public Use.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Nothing contained in this Easement shall be deemed to limit, restrict or waive any common law drainage rights that Retained Property Owner may have with respect to the natural attenuation of water.

9. **Severability.** If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, provided the purposes and intent of this instrument may still be achieved, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

10. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Florida.

11. **Recitals; Headings.** The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

12. **Acceptance of Easement.** The acceptance of title to the County's Property by the County shall be deemed to constitute its acceptance of and agreement to the terms of this Easement. .

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Owner has caused this Easement to be executed the day and year first above written.

WITNESSES:

Signature of Witness

Rosa Wong
Printed Name

Signature of Witness

Daniel Mackler
Printed Name

OWNER:

BABCOCK FLORIDA COMPANY, a Florida corporation

By:
Name: SYDNEY W. KITSON
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade

The foregoing Easement was acknowledged before me this 28th day of July, 2006, by Sydney W. Kitson, as Chief Executive Officer of **BABCOCK FLORIDA COMPANY**, a Florida corporation, on behalf of said company. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

ESTHER J. FORBES
MY COMMISSION # DD 243174
EXPIRES: August 20, 2007
Bonded Thru Notary Public Underwriters

Name of Notary Typed, Printed or Stamped

[JOINDER AND EXHIBITS FOLLOW]

JOINDER AND CONSENT

The undersigned, on behalf of Babcock Property Holdings, L.L.C., a Delaware limited liability company, as owner of the Retained Property which is benefited thereby, hereby consents to, joins in, accepts and agrees to all of the terms and conditions of the Reservation of Drainage Easement dated _____ by Babcock Florida Company, to which this Joinder and Consent is attached.

RETAINED PROPERTY OWNER:

BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company

Rosa Wong
Signature of Witness

Rosa Wong
Printed Name

Signature of Witness

Daniel Mackler
Printed Name

By: _____
Name: SYDNEY W. KITSON
Title: PRESIDENT

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade

The foregoing Joinder and Consent was acknowledged before me this 28th day of July, 2006, by Sydney W. Kitson, as *~~Chief Executive Officer~~ PRESIDENT of **BABCOCK PROPERTY HOLDINGS, L.L.C.**, a Delaware limited liability company, on behalf of said company. He/she [Y] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

ESTHER J. FORBES
MY COMMISSION # DD 243174
EXPIRES: August 20, 2007
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A

RETAINED PROPERTY

EXHIBIT "A"

KITSON RETAINED PARCEL:

CHARLOTTE COUNTY:

A parcel of land lying within Sections 28, 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described;
Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet; Thence N50°03'22"W a distance of 2565.68 feet; Thence S63°01'21"W a distance of 1215.04 feet; Thence N70°04'12"W a distance of 1843.56 feet; Thence N57°46'34"W a distance of 530.23 feet; Thence N24°01'11"W a distance of 975.16 feet; Thence N86°25'58"W a distance of 385.81 feet; Thence N38°10'48"W a distance of 551.49 feet; Thence S59°20'29"W a distance of 577.78 feet; Thence N73°15'18"W a distance of 661.18 feet; Thence N09°11'59"E a distance of 1325.91 feet; Thence N16°46'15"W a distance of 1740.31 feet; Thence N00°01'22"W a distance of 2084.14 feet; Thence N89°25'59"W a distance of 3804.51 feet to a point lying 300.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°34'01"E a distance of 789.90 feet and N00°48'43"W a distance of 2979.88 feet; Thence N89°11'17"E a distance of 5661.25 feet; Thence N00°00'03"W a distance of 2799.47 feet; Thence N89°59'57"E a distance of 3566.96 feet; Thence S41°13'25"E a distance of 2825.30 feet; Thence S00°00'00"W a distance of 1967.31 feet; Thence S89°59'52"E a distance of 688.23 feet; Thence S00°00'29"E a distance of 324.64 feet; Thence S39°50'11"E a distance of 190.87 feet; Thence S00°00'03"E a distance of 1218.43 feet; Thence S89°51'42"E a distance of 67.91 feet; Thence S01°26'06"E a distance of 897.46 feet; Thence S74°19'19"E a distance of 1689.13 feet; Thence N79°06'55"E a distance of 475.22 feet; Thence S26°13'22"E a distance of 802.17 feet; Thence S19°47'08"E a distance of 527.22 feet; Thence S05°04'15"E a distance of 1832.85 feet; Thence S32°40'01"E a distance of 186.12 feet; Thence S13°05'30"W a distance of 201.97 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence

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By JA Date 7-31-06

S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence N78°50'16"E a distance of 687.98 feet; Thence S13°36'57"E a distance of 2507.44 feet; Thence S52°37'55"W a distance of 867.79 feet; Thence S21°59'06"E a distance of 1739.24 feet; Thence S55°42'26"W a distance of 195.73 feet; Thence S22°47'49"W a distance of 5491.07 feet; Thence S05°03'05"W a distance of 533.38 feet; Thence S20°54'51"E a distance of 336.88 feet; Thence S80°06'18"E a distance of 334.86 feet; Thence N89°59'33"E a distance of 307.21 feet; Thence N62°56'46"E a distance of 516.44 feet; Thence N52°01'16"E a distance of 818.38 feet; Thence S42°01'35"E a distance of 1162.99 feet; Thence S39°20'59"E a distance of 1779.24 feet; Thence S04°14'12"W a distance of 1329.65 feet; Thence S51°39'36"E a distance of 782.57 feet; Thence N89°45'02"E a distance of 4154.67 feet; Thence N00°18'50"W a distance of 1309.98 feet; Thence S74°38'25"W a distance of 1635.76 feet; Thence N20°29'11"W a distance of 1376.98 feet; Thence N21°08'17"E a distance of 865.48 feet; Thence N69°00'57"E a distance of 1518.26 feet; Thence S49°18'31"E a distance of 2362.36 feet; Thence N72°42'44"E a distance of 1430.88 feet; Thence S70°02'41"E a distance of 1332.47 feet; Thence S30°17'33"E a distance of 1686.70 feet; Thence N83°12'47"E a distance of 1373.39 feet; Thence S66°40'38"E a distance of 200.63 feet; Thence S05°46'23"W a distance of 1058.61 feet; Thence S00°00'40"E a distance of 10185.99 feet to a point on the South line of Section 36, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 3430.81 feet to the Southwest corner of said Section 36; Thence N89°35'44"W a distance of 5294.84 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 5294.83 feet to the Southwest corner of said Section 34; Thence N89°37'16"W a distance of 5289.35 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence N89°41'45"W a distance of 5306.31 feet to the Southwest corner of said Section 32; Thence N89°41'45"W, along the South line of Section 31, Township 42 South, Range 26 East, a distance of 4889.98 feet to the Point of Beginning.

LEE COUNTY:

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to

the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

The above-mentioned County Road 78 is, and was, also known as State Road 78.

EXHIBIT B

COUNTY'S PROPERTY

EXHIBIT "A"

ACQUISITION PARCEL:

LEE COUNTY:

All of Sections 1 through 7; The West one-half of Section 9; The West 150 feet of the Southeast one-quarter of Section 9; All of Section 12, all being in Township 43 South, Range 26 East, Lee County, Florida. LESS right-of-way for County Road No. 78. LESS the West 350.00 feet of Sections 6 and 7.

That part of the Southwest one-quarter of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Southwest one-quarter of the Northeast one-quarter as the Point of Beginning and run East, along the South line of said Southwest one-quarter of the Northeast one-quarter, a distance of 150.00 feet; Thence Northwest to the Northwest corner of said Southwest one-quarter of the Northeast one-quarter; Thence South, along the West line of said Southwest one-quarter of the Northeast one-quarter, to the Point of Beginning.

All of Sections 4 through 8; Section 9, LESS the South one-half of the Southeast one-quarter; The Northwest one-quarter and the North one-half of the Northeast one-quarter of Section 17; The North one-half of Section 18, all being in Township 43 South, Range 27 East, Lee County, Florida.

LESS,

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet

BSM APPROVED
By JA Date 7.27.06

West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A parcel of land lying in Sections 1, 2 & 12, Township 43 South, Range 26 East, and Sections 4 through 9, 17 & 18, Township 43 South, Range 27 East, all being in Lee County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 6, Township 43 South, Range 27 East as the Point of Beginning and run N89°18'56"E a distance of 5253.61 feet to the Northeast corner of said

Section 6; Thence N89°18'56"E a distance of 5320.10 feet to the Northeast corner of Section 5, Township 43 South, Range 27 East; Thence N89°18'56"E a distance of 5320.11 feet to the Northeast corner of Section 4, Township 43 South, Range 27 East; Thence S00°13'00"W a distance of 2523.97 feet to the East quarter corner of said Section 4; Thence S00°12'17"W a distance of 2768.18 feet to the Southeast corner of said Section 4; Thence S00°55'12"W a distance of 2681.57 feet to the East quarter corner of Section 9, Township 43 South, Range 27 East; Thence S00°55'27"W a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of said South one-half of the Southeast one-quarter; Thence S01°06'34"W a distance of 1342.17 feet to the South quarter corner of said Section 9; Thence N87°33'20"W a distance of 2692.13 feet to the Northeast corner of Section 17, Township 43 South, Range 27 East; Thence S00°07'31"W a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of said South one-half of the Northeast one-quarter; Thence S00°13'58"W a distance of 1330.50 feet to the center of said Section 17; Thence N89°31'22"W a distance of 2668.03 feet to the West quarter corner of said Section 17; Thence S84°25'42"W a distance of 5193.59 feet to the West quarter corner of Section 18, Township 43 South, Range 27 East; Thence N00°25'23"E a distance of 2683.78 feet to the Northwest corner of said Section 18; Thence S89°50'11"W a distance of 5307.67 feet to the Southwest corner of Section 12, Township 43 South, Range 26 East; Thence N00°11'50"E a distance of 2656.05 feet to the West quarter corner of said Section 12; Thence N00°11'10"E a distance of 2655.62 feet to the Northwest corner of said Section 12; Thence N88°38'22"W, along the South line of Section 2, Township 43 South, Range 26 East, a distance of 558.43 feet; Thence N03°53'19"W a distance of 515.34 feet; Thence N04°10'14"E a distance of 283.53 feet; Thence N09°58'52"E a distance of 4668.17 feet to a point on the North line of Section 1, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of said Section 1, a distance of 3275.04 feet; Thence continue S89°35'44"E a distance of 1864.02 feet to the Point of Beginning.

LESS,
EXCEPTION 2:

A parcel of land lying within Section 9, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 4, Township 43 South, Range 27 East, Lee County, Florida, also being the the Northeast corner of said Section 9 and run S00°55'12"W, along the East line of said Section 9, a distance of 2681.57 feet to the East quarter corner of said Section 9; Thence S00°55'27"W, along the East line of said Section 9, a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of the South one-half of the Southeast one-quarter of said Section 9; Thence S01°06'34"W a distance of 3.30 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S01°06'34"W a distance of 1338.87 feet to the South quarter corner of said Section 9; Thence N87°33'20"W, along the South line of said Section 9, a distance of

1.67 feet; Thence N00°19'16"E a distance of 1339.56 feet; Thence S87°11'30"E a distance of 20.11 feet to the Point of Beginning.

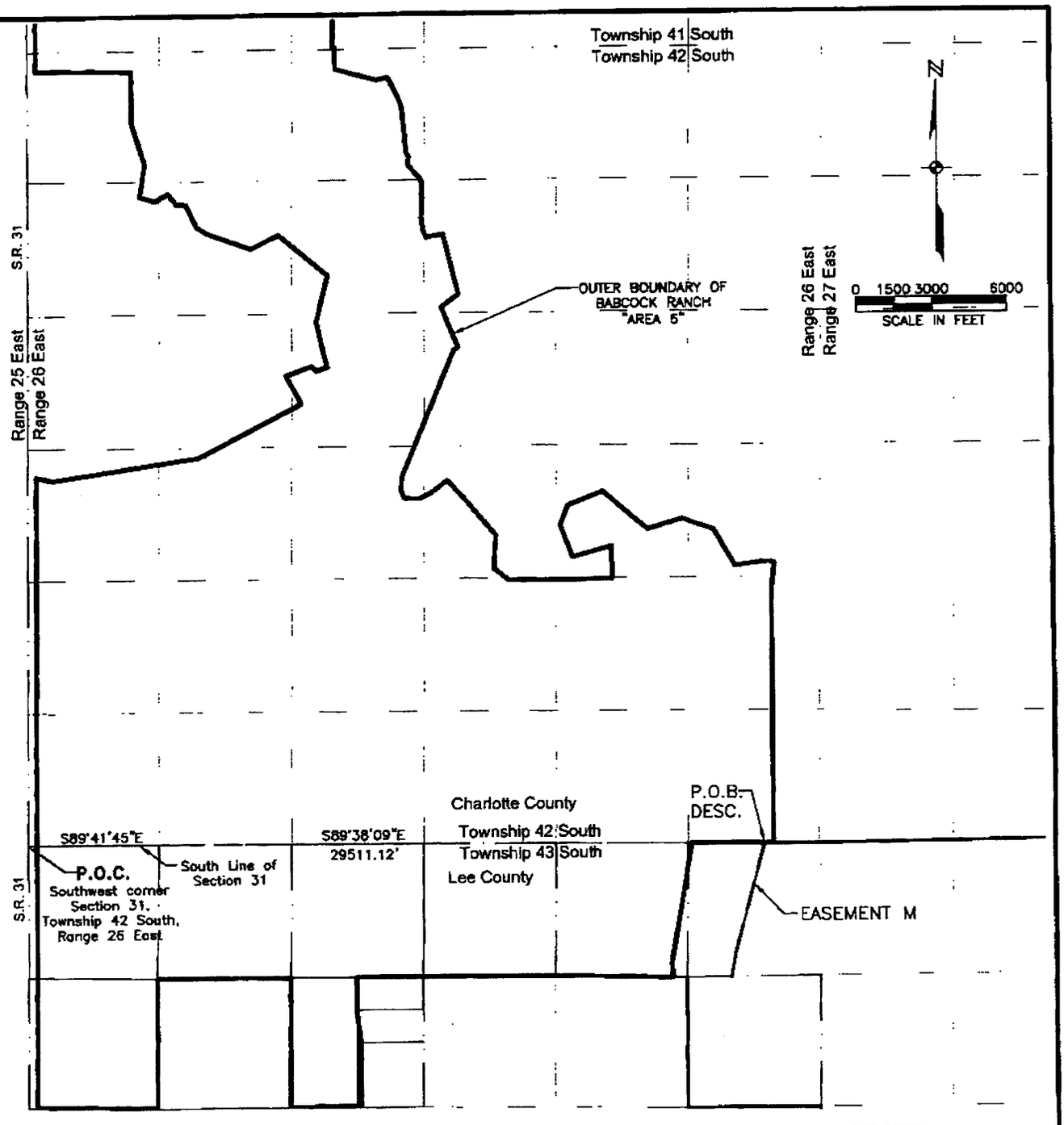
ALSO LESS,
EXCEPTION 3:

A parcel of land lying within Section 17, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 17 and run S00°07'31"W, along the East line of said Section 17, a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of the South one-half of the Northeast one-quarter of said Section 17; Thence S00°13'58"W a distance of 4.24 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S00°13'58"W a distance of 1326.26 feet to the center of said Section 17; Thence N89°31'22"W a distance of 3.57 feet; Thence N00°01'17"W a distance of 1326.33 feet; Thence S89°20'05"E a distance of 9.45 feet to the Point of Beginning.

The above-mentioned County Road 78 is, and was, also known as State Road 78.

EXHIBIT C

EASEMENT AREA



S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (key sheet (M)) tmw Jul 28, 2006 - 11:18am

NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY.
7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

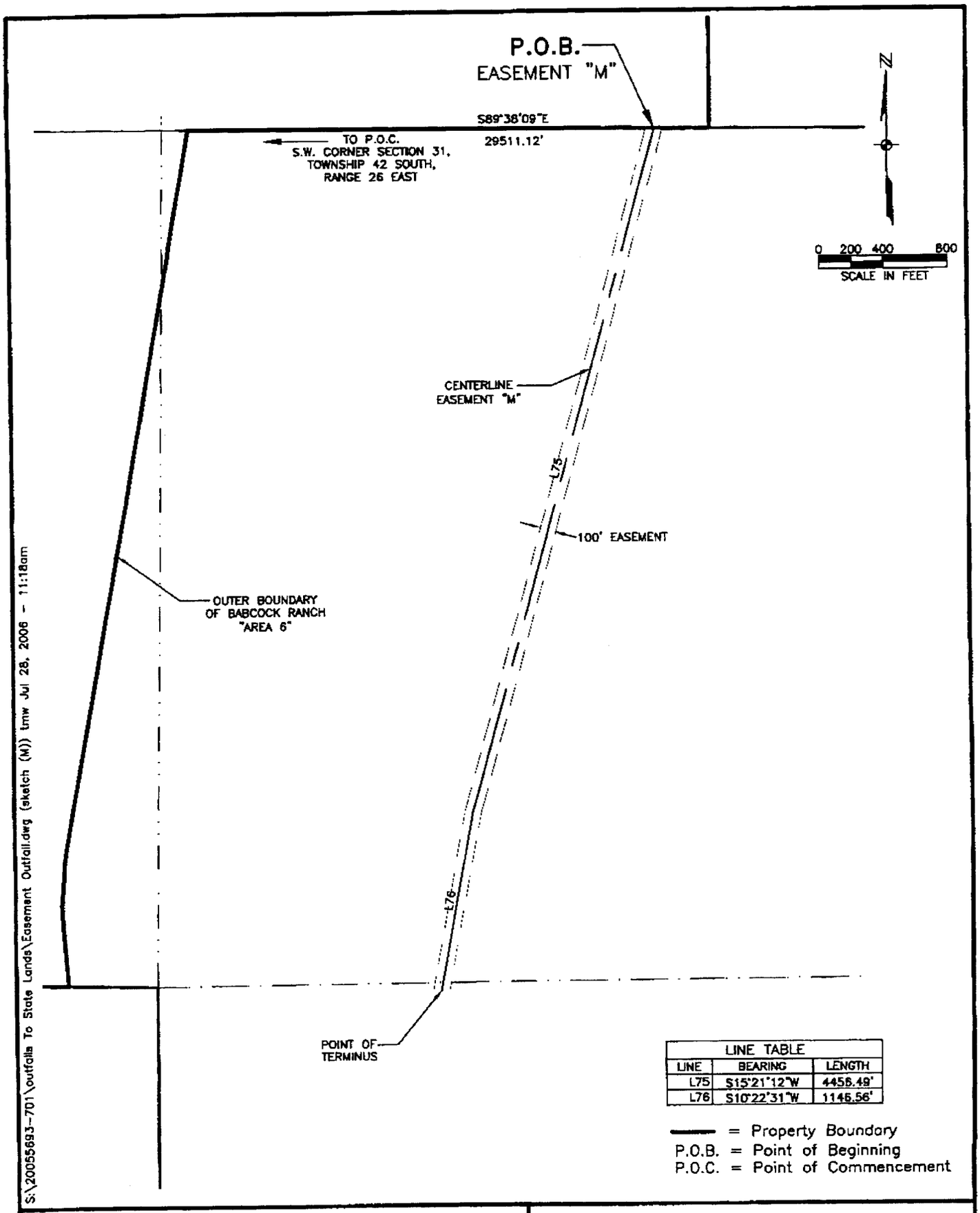
MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "M" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 6000'	1 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L75	S15°21'12"W	4458.49'
L76	S10°22'31"W	1146.56'

——— = Property Boundary
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "M" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 800'	2 OF 3

DESCRIPTION EASEMENT "M"

A 100 foot wide strip of land in Section 1, Township 43 South, Range 26 East, Lee County, Florida lying 50 feet on each side of, and parallel, with the following described centerline:
Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S89°38'09"E a distance of 29,511.12 feet to the Point of Beginning; Thence S15°21'12"W a distance of 4,456.49 feet; Thence S10°22'31"W a distance of 1,146.56 feet to the terminus of said centerline.

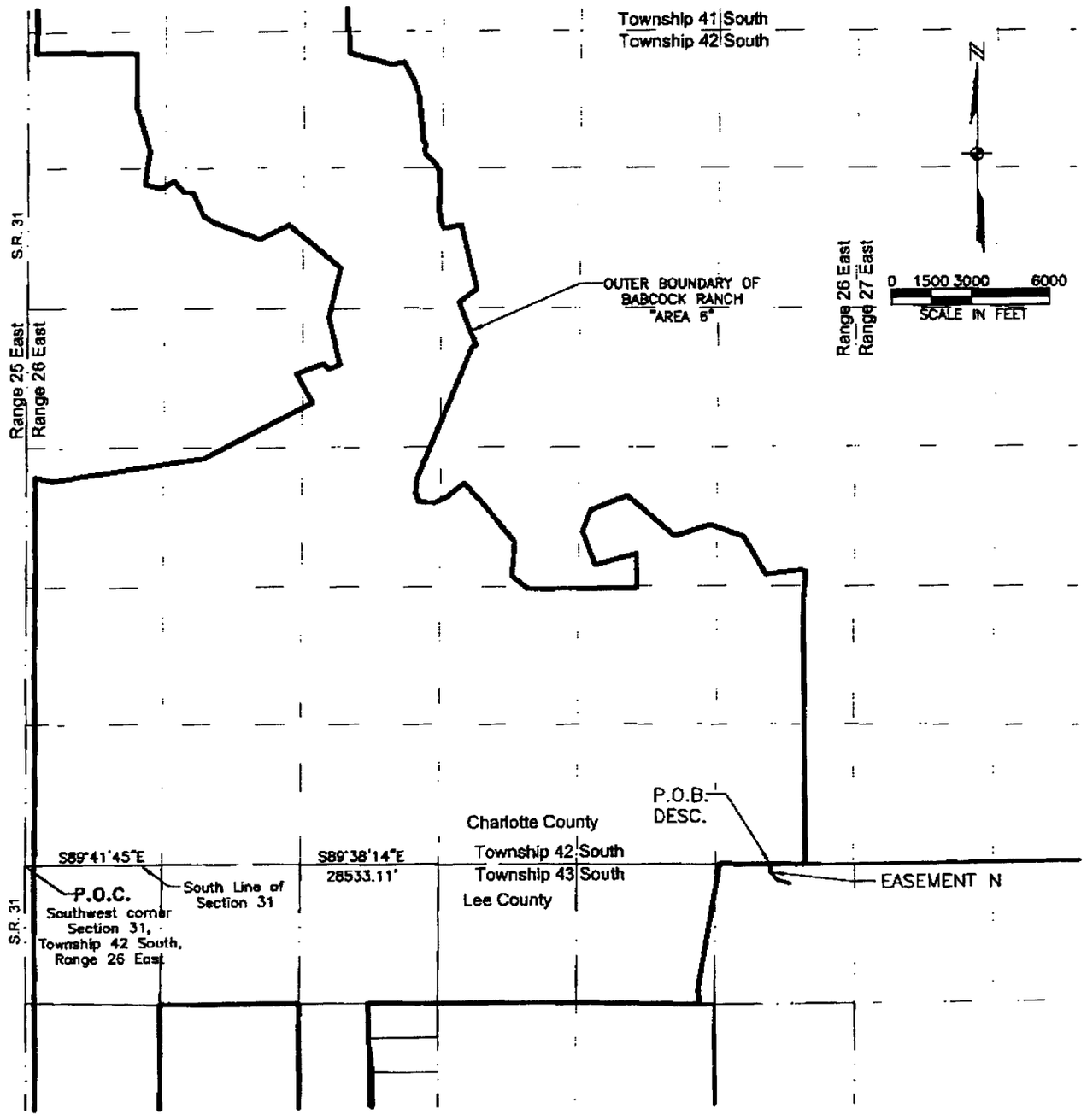
Side lines to be lengthened or shortened to begin on the boundary line of Area 6.

S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (description (M)) tmw Jul 28, 2006 - 11:18am

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "M" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	3 OF 3



NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY.
7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

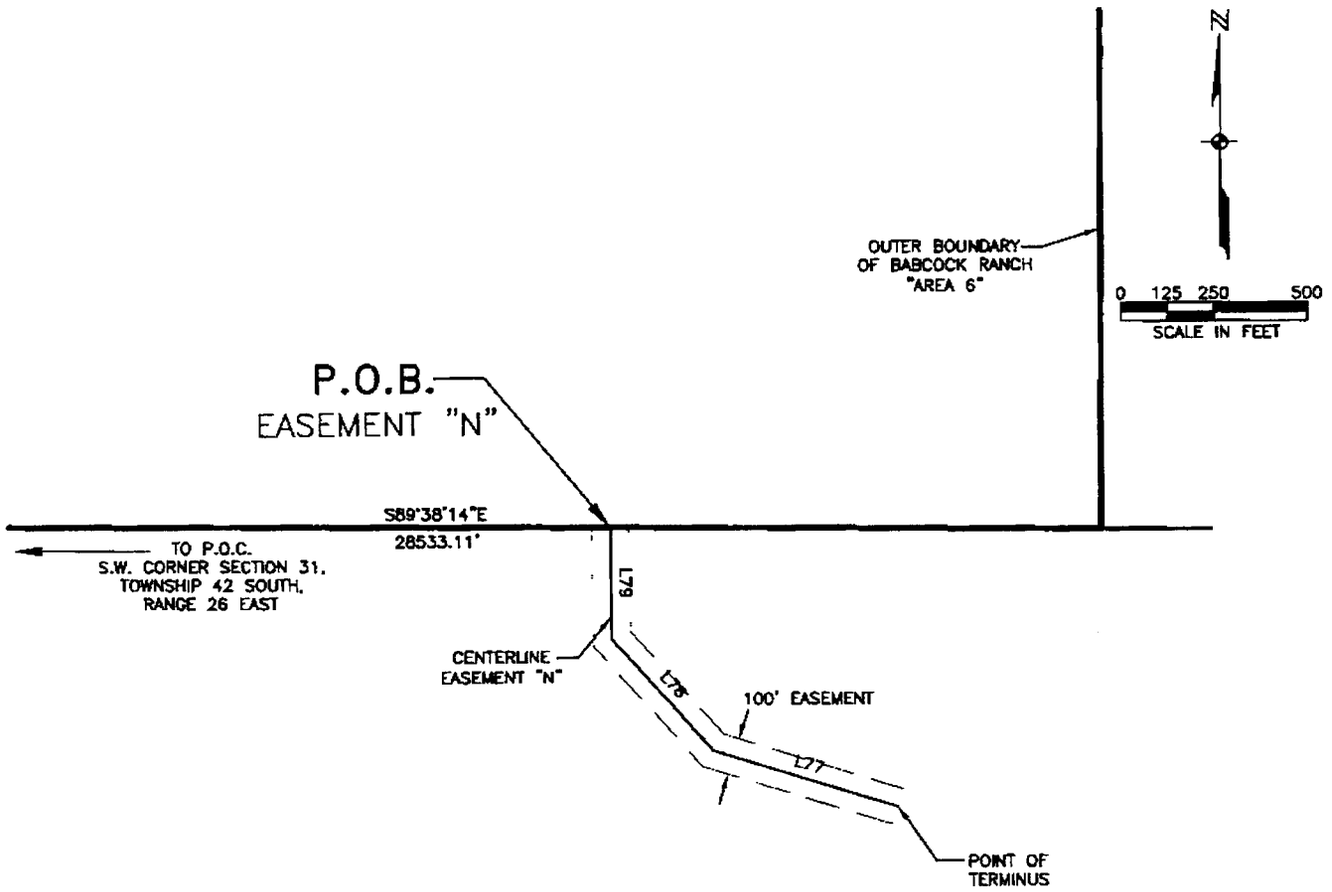
DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\20055893-701\outfalls To State Lands\Easement Outfall.dwg (key sheet (N)) tmw Jul 28, 2006 - 11:18am

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "N" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055893-701	31-42-26	1" = 6000'	1 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L77	S72°49'19"E	519.99'
L78	S41°37'38"E	407.35'
L79	S00°42'18"E	302.32'

——— = Property Boundary
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement

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PHONE (863) 612-0594
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E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "N" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 500'	2 OF 3

DESCRIPTION EASEMENT "N"

A 100 foot wide strip of land in Section 1, Township 43 South, Range 26 East, Lee County, Florida lying 50 feet on each side of, and parallel, with the following described centerline:
Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S89°38'14"E a distance of 28,533.11 feet to the Point of Beginning; Thence S00°42'18"E a distance of 302.32 feet; Thence S41°37'38"E a distance of 407.35 feet; Thence S72°49'19"E a distance of 519.99 feet to the terminus of said centerline.

Side lines to be lengthened or shortened to begin on the boundary line of Area 6.

S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (description (N)) tmw Jul 28, 2006 - 11:18am

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LABELLE, FLORIDA 33935
PHONE (863) 612-0594
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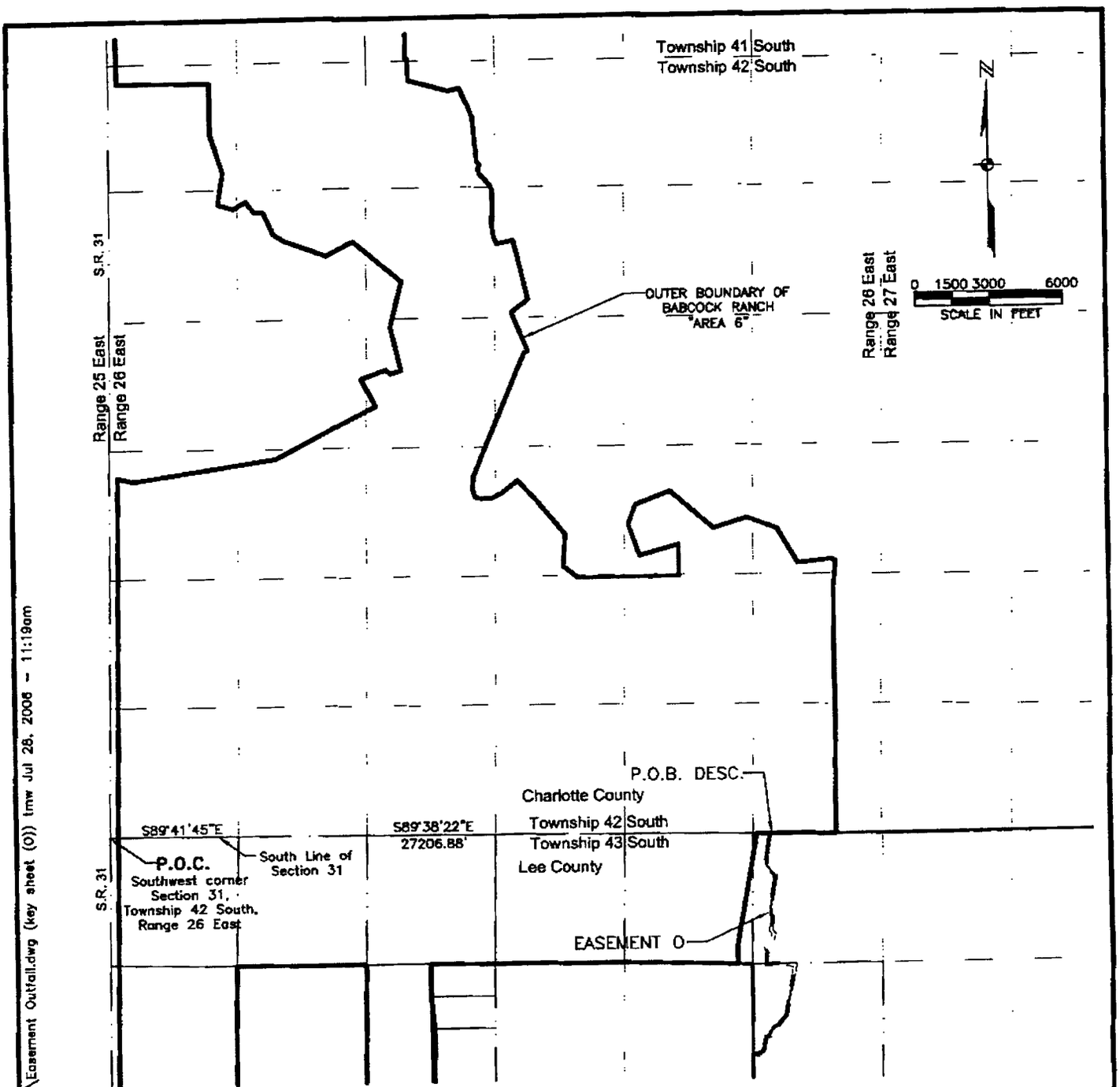
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "N" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	3 OF 3



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NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
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7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: _____
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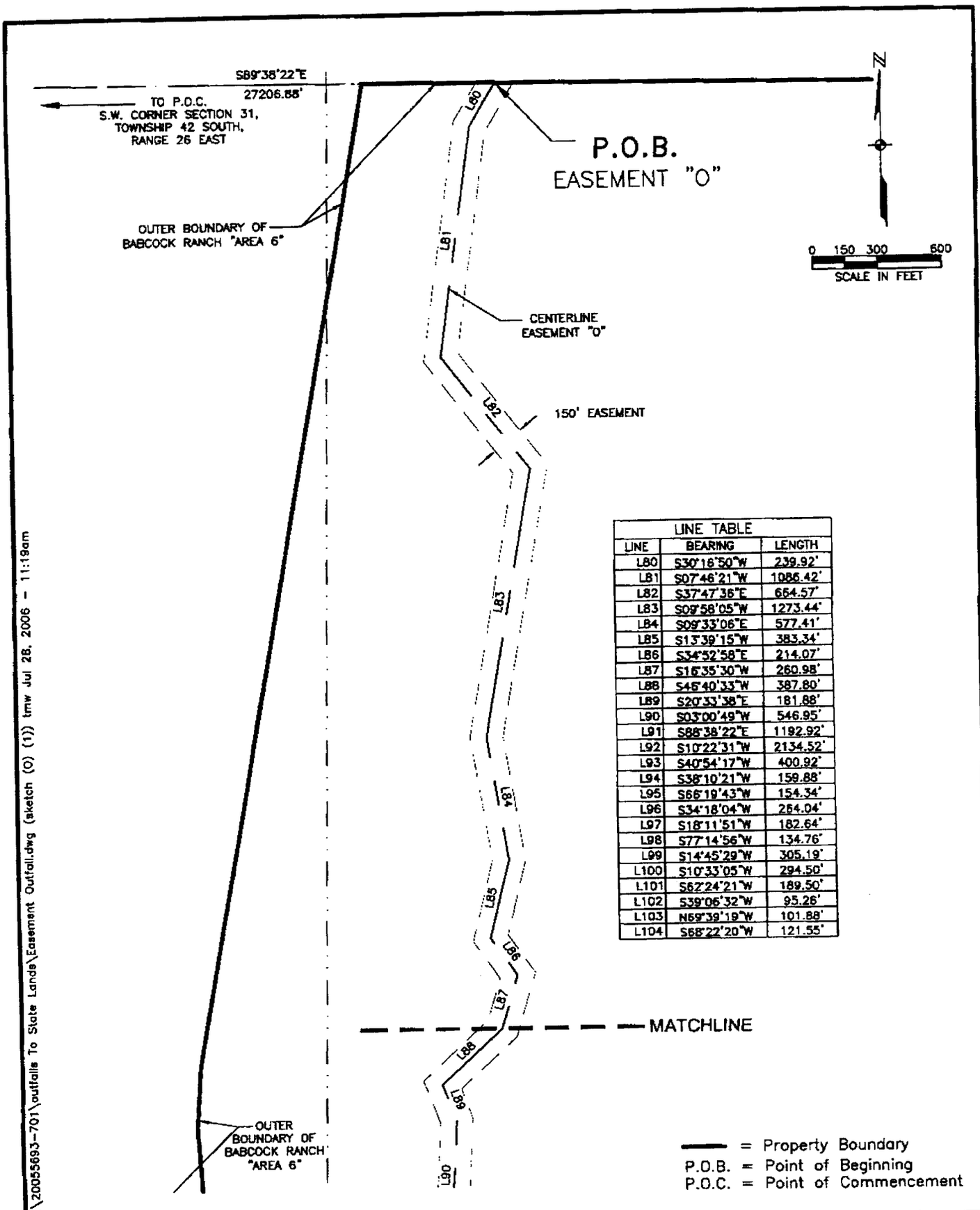
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "O" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 6000'	1 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L80	S30°16'50"W	239.92'
L81	S07°46'21"W	1086.42'
L82	S37°47'36"E	664.57'
L83	S09°58'05"W	1273.44'
L84	S09°33'06"E	577.41'
L85	S15°39'15"W	383.34'
L86	S34°52'58"E	214.07'
L87	S16°35'30"W	260.98'
L88	S45°40'33"W	387.80'
L89	S20°33'38"E	181.88'
L90	S03°00'49"W	546.95'
L91	S88°38'22"E	1192.92'
L92	S10°22'31"W	2134.52'
L93	S40°54'17"W	400.92'
L94	S38°10'21"W	159.88'
L95	S66°19'43"W	154.34'
L96	S34°18'04"W	264.04'
L97	S18°11'51"W	182.64'
L98	S77°14'56"W	134.76'
L99	S14°45'29"W	305.19'
L100	S10°33'05"W	294.50'
L101	S62°24'21"W	189.50'
L102	S39°06'32"W	95.26'
L103	N59°39'19"W	101.88'
L104	S68°22'20"W	121.55'

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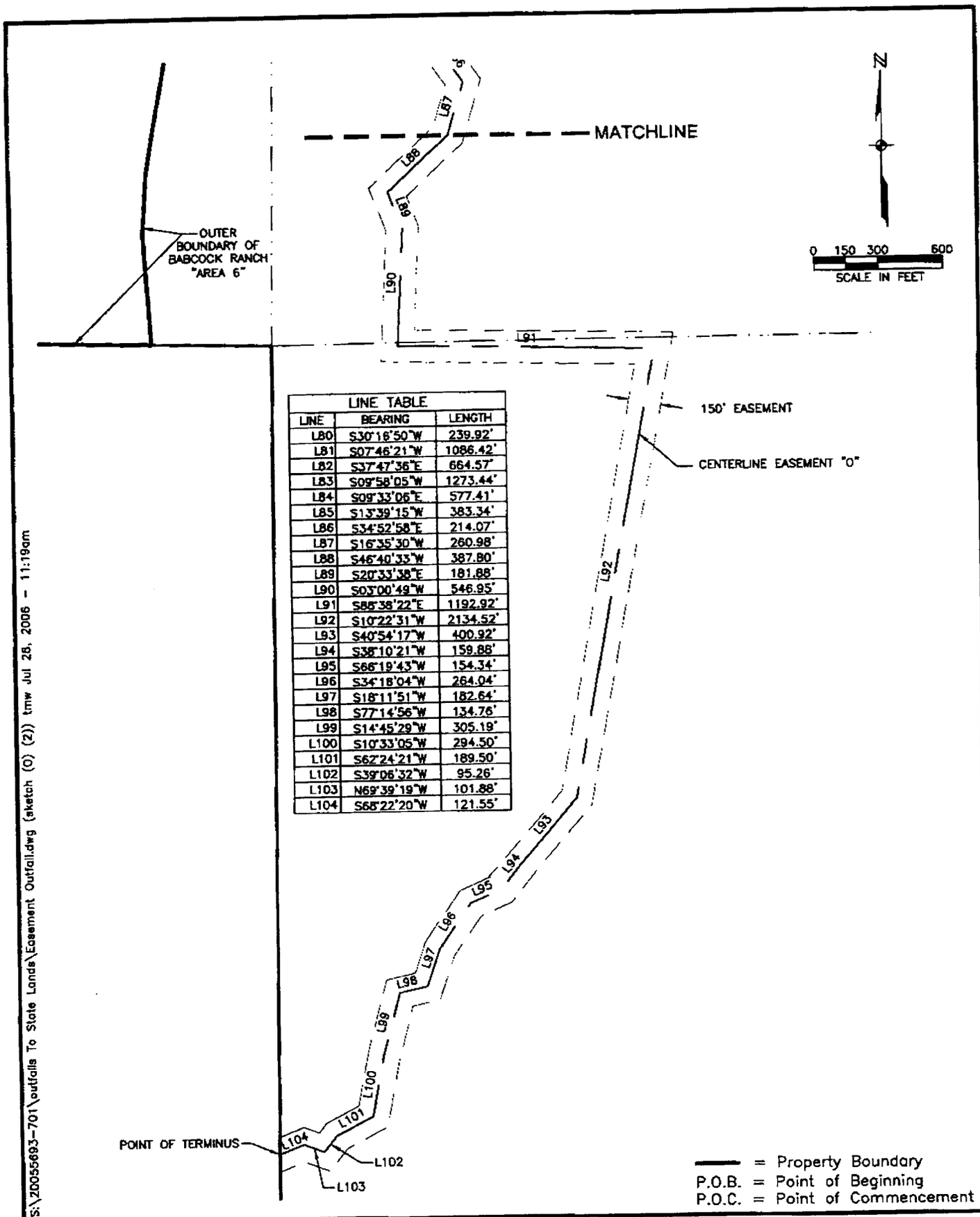
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACOMPANY DESCRIPTION
EASEMENT "O" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 600'	2 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L80	S30°16'50"W	239.92'
L81	S07°46'21"W	1086.42'
L82	S37°47'36"E	664.57'
L83	S09°58'05"W	1273.44'
L84	S09°33'06"E	577.41'
L85	S13°39'15"W	383.34'
L86	S34°52'58"E	214.07'
L87	S16°35'30"W	260.98'
L88	S46°40'33"W	387.80'
L89	S20°33'38"E	181.88'
L90	S03°00'49"W	546.95'
L91	S85°38'22"E	1192.92'
L92	S10°22'31"W	2134.52'
L93	S40°54'17"W	400.92'
L94	S38°10'21"W	159.88'
L95	S66°19'43"W	154.34'
L96	S34°18'04"W	264.04'
L97	S18°11'51"W	182.64'
L98	S77°14'56"W	134.76'
L99	S14°45'29"W	305.19'
L100	S10°33'05"W	294.50'
L101	S62°24'21"W	189.50'
L102	S39°06'32"W	95.26'
L103	N69°39'19"W	101.88'
L104	S68°22'20"W	121.55'

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251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
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SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "O" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 600'	3 OF 4

DESCRIPTION EASEMENT "O"

A 150 foot wide strip of land in Sections 1 and 12, Township 43 South, Range 26 East, Lee County, Florida lying 75 feet on each side of, and parallel, with the following described centerline: Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S89°38'22"E a distance of 27,206.88 feet to the Point of Beginning; Thence S30°16'50"W a distance of 239.92 feet; Thence S07°46'21"W a distance of 1,086.42 feet; Thence S37°47'36"E a distance of 664.57 feet; Thence S09°58'05"W a distance of 1,273.44 feet; Thence S09°33'06"E a distance of 577.41 feet; Thence S13°39'15"W a distance of 383.34 feet; Thence S34°52'58"E a distance of 214.07 feet; Thence S16°35'30"W a distance of 260.98 feet; Thence S46°40'33"W a distance of 387.80 feet; Thence S20°33'38"E a distance of 181.88 feet; Thence S03°00'49"W a distance of 546.95 feet; Thence S88°38'22"E a distance of 1,192.92 feet; Thence S10°22'31"W a distance of 2,134.52 feet; Thence S40°54'17"W a distance of 400.92 feet; Thence S38°10'21"W a distance of 159.88 feet; Thence S66°19'43"W a distance of 154.34 feet; Thence S34°18'04"W a distance of 264.04 feet; Thence S18°11'51"W a distance of 182.64 feet; Thence S77°14'56"W a distance of 134.76 feet; Thence S14°45'29"W a distance of 305.19 feet; Thence S10°33'05"W a distance of 294.50 feet; Thence S62°24'21"W a distance of 189.50 feet; Thence S39°06'32"W a distance of 95.26 feet; Thence N69°39'19"W a distance of 101.88 feet; Thence S68°22'20"W a distance of 121.55 feet to the terminus of said centerline.

Side lines to be lengthened or shortened to begin and end on the boundary line of Area 6.

S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (description (O)) tmw Jul 28, 2006 - 11:19am

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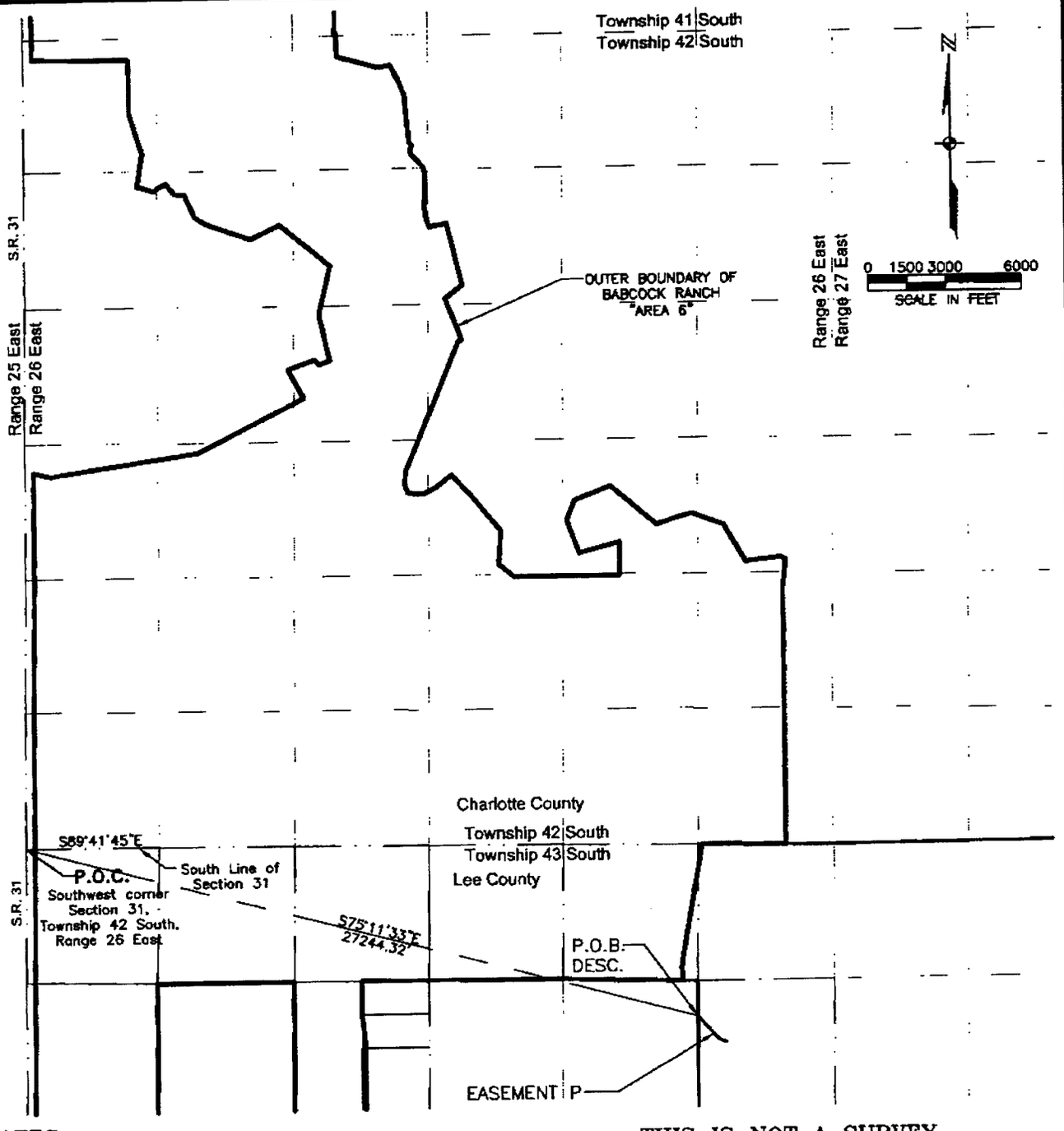
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "O" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	4 OF 4



S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (key sheet (P)) tmw Jul 28, 2006 - 11:19am

NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY.
7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

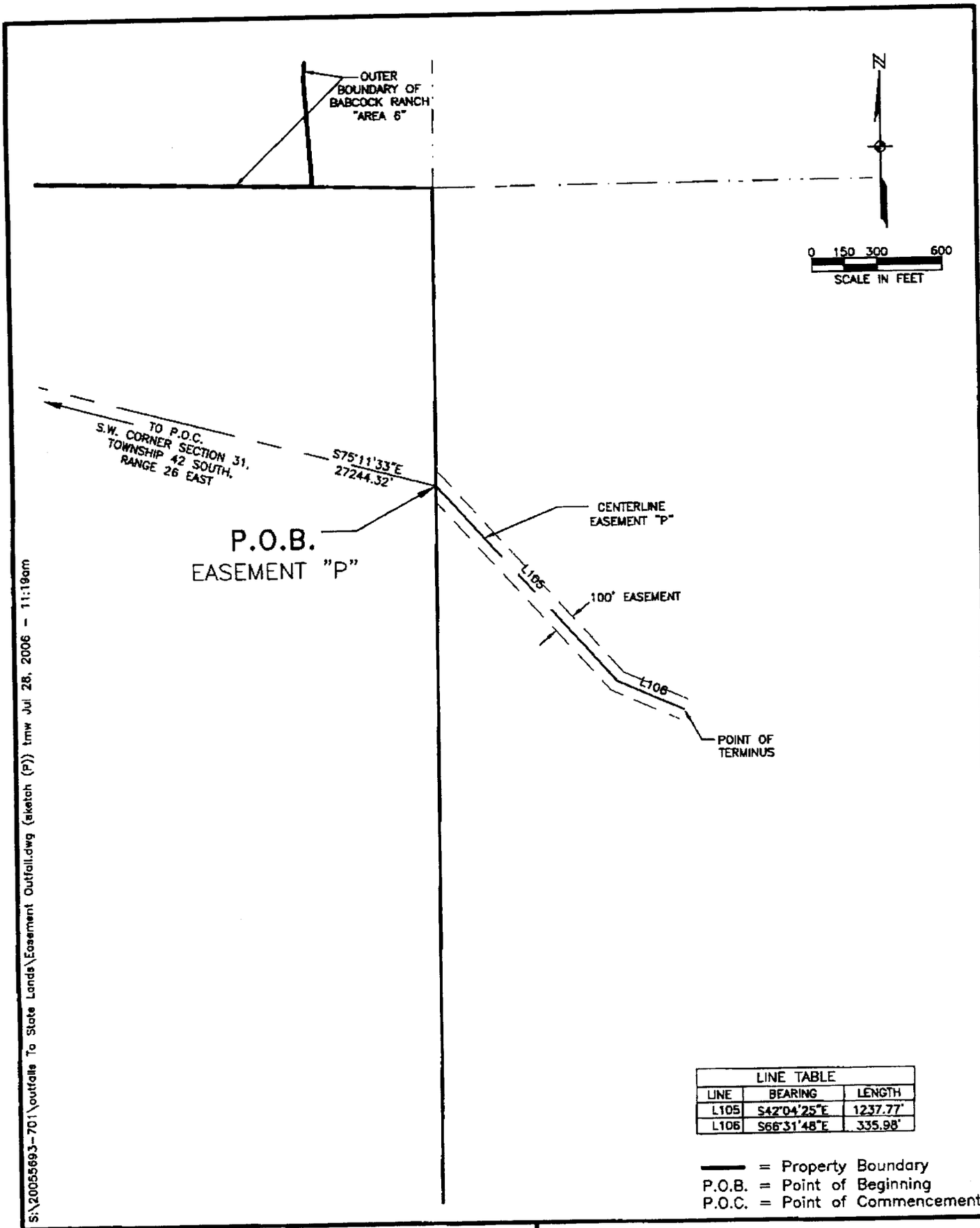
MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING
251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "P" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 6000'	1 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L105	S42°04'25"E	1237.77'
L106	S66°31'48"E	335.98'

——— = Property Boundary
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement

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SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "P" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 600'	2 OF 3

DESCRIPTION EASEMENT "P"

A 100 foot wide strip of land in Section 12, Township 43 South, Range 26 East, Lee County, Florida lying 50 feet on each side of, and parallel, with the following described centerline:
Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S75°11'33"E a distance of 27,244.32 feet to the Point of Beginning; Thence S42°04'25"E a distance of 1,237.77 feet; Thence S66°31'48"E a distance of 335.98 feet to the terminus of said centerline.

Side lines to be lengthened or shortened to begin on the boundary line of Area 6.

S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (description (P)) tmw Jul 28, 2006 - 11:19am

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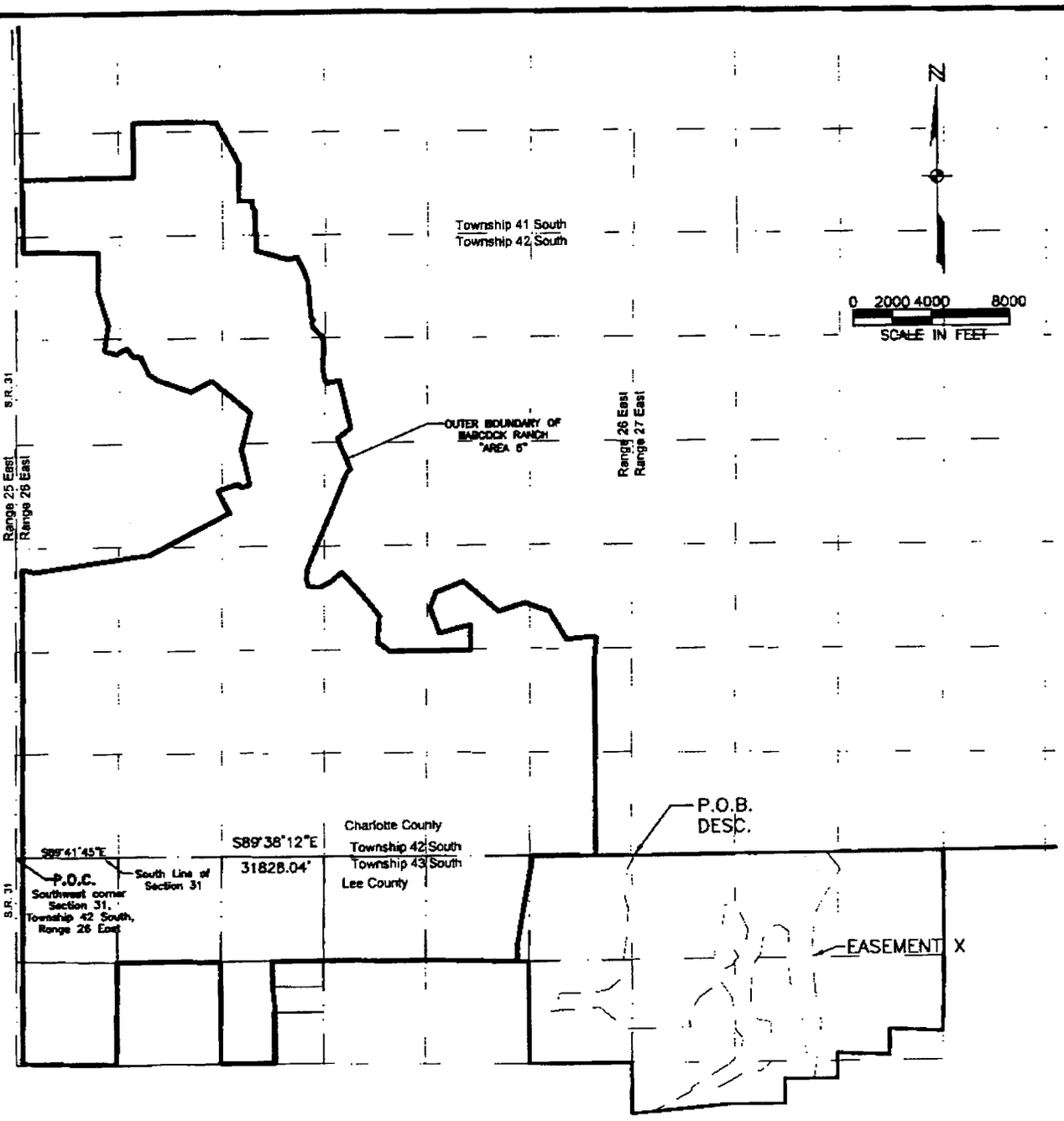
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "P" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	3 OF 3



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NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. SECTION LINES SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY.
7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

MATTHEW M. HOWARD (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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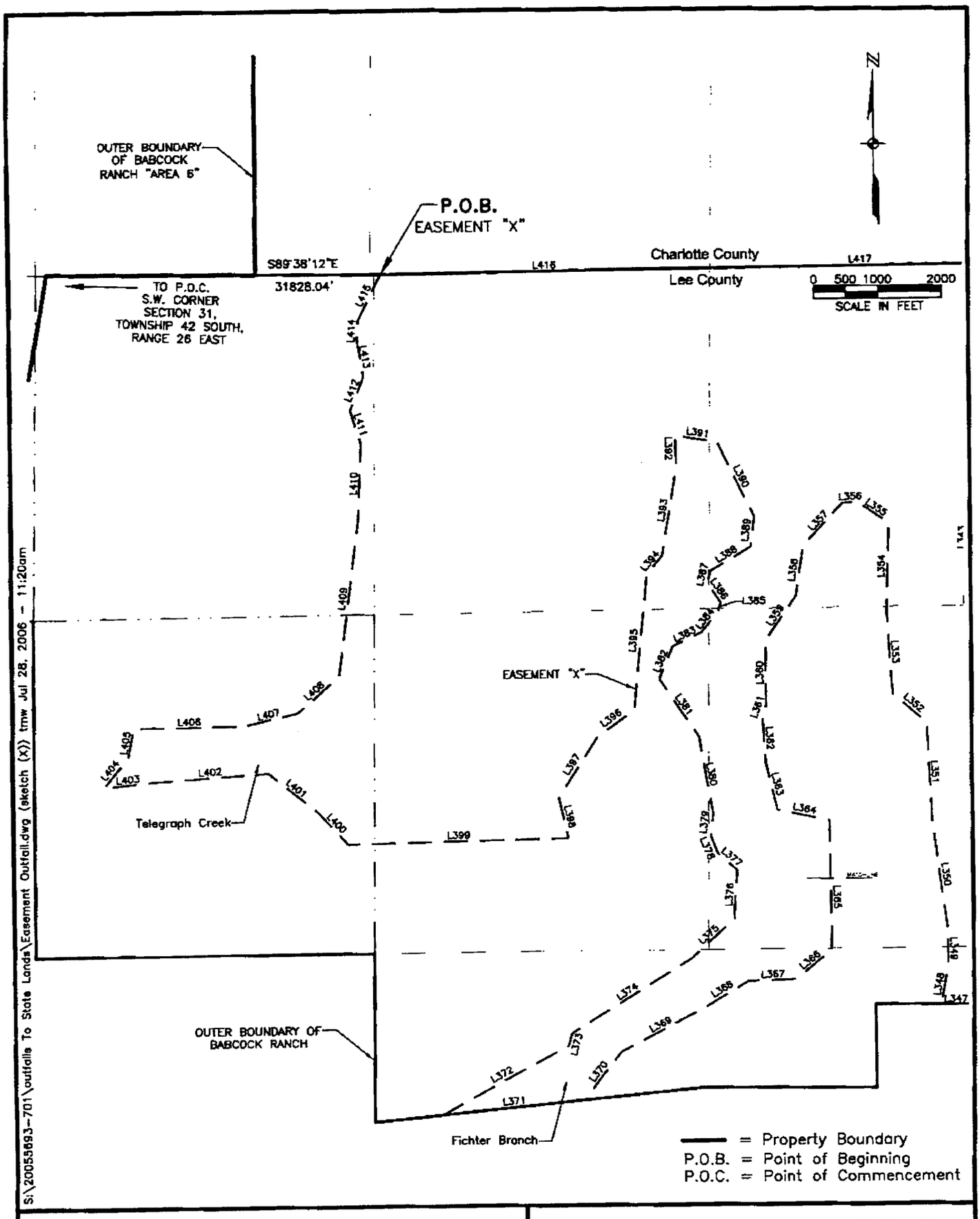
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "X" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 8000'	1 OF 5



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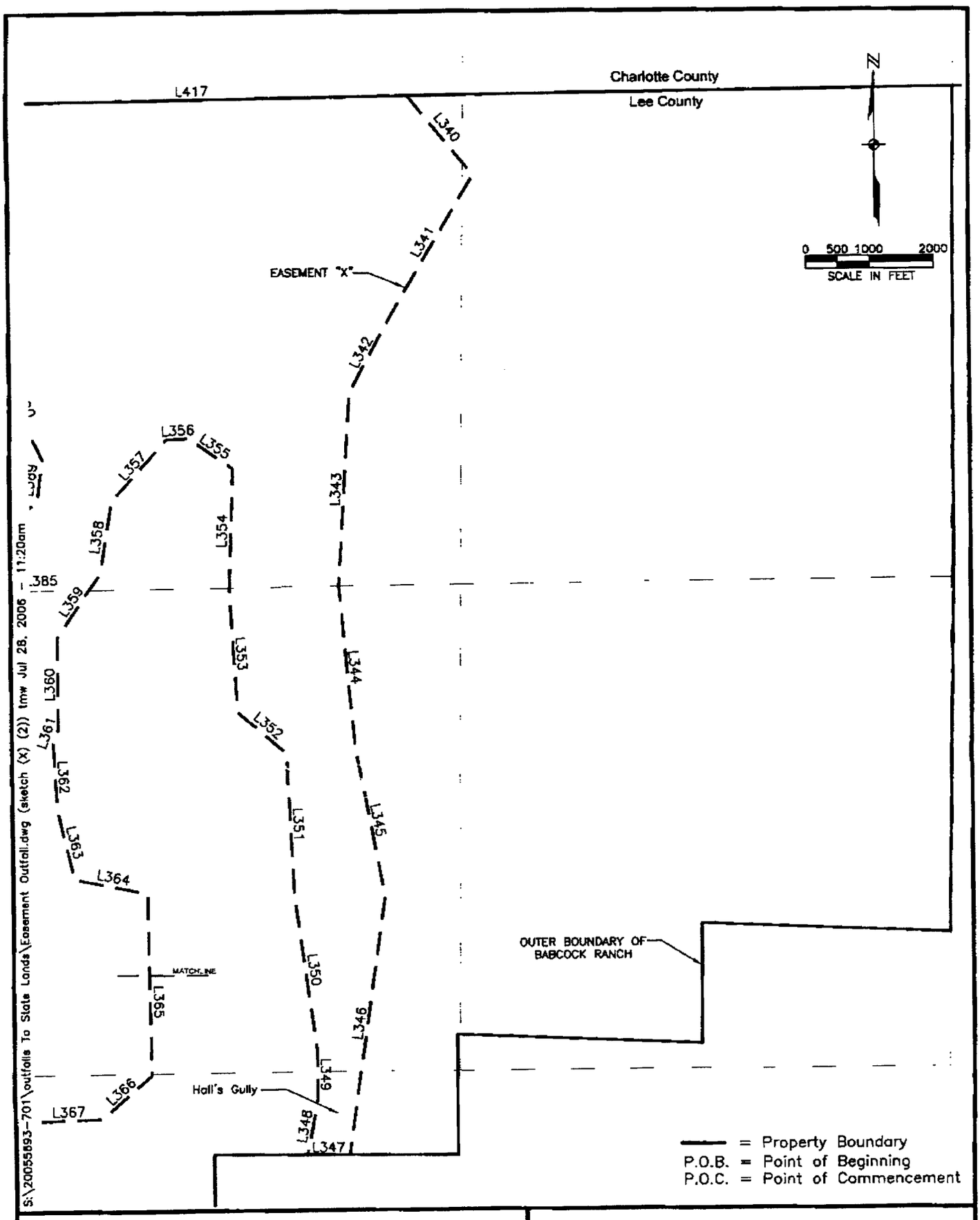
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "X" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 2000'	2 OF 5



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SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "X" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 2000'	3 OF 5

LINE TABLE		
LINE	BEARING	LENGTH
L340	S38°56'47"E	1138.26'
L341	S30°39'24"W	1814.72'
L342	S27°56'15"W	929.38'
L343	S03°38'16"W	2124.41'
L344	S05°25'48"E	1802.78'
L345	S10°38'07"E	1635.95'
L346	S08°00'40"W	2909.38'
L347	N89°29'03"W	465.10'
L348	N10°45'07"E	609.42'
L349	N00°02'04"W	555.05'
L350	N07°39'07"W	1747.50'
L351	N02°38'38"W	1568.17'
L352	N49°13'25"W	697.53'
L353	N03°53'56"W	1297.04'
L354	N02°06'32"E	1385.90'
L355	N55°10'56"W	579.14'
L356	S87°33'49"W	243.11'
L357	S42°41'53"W	906.89'
L358	S08°51'36"W	805.29'
L359	S34°13'29"W	846.82'
L360	S00°00'00"E	997.18'
L361	S18°58'29"W	174.84'
L362	S03°13'06"E	738.29'
L363	S13°29'03"E	775.73'
L364	S78°15'51"E	812.86'
L365	S00°51'43"E	2043.42'
L366	S49°40'17"W	729.35'
L367	S88°23'12"W	743.85'
L368	S58°23'56"W	799.24'
L369	S61°48'52"W	1485.19'
L370	S37°27'08"W	945.98'
L371	S84°25'42"W	2238.42'
L372	N61°29'40"E	2248.33'
L373	N14°44'48"E	205.71'
L374	N57°56'56"E	2216.43'
L375	N46°45'55"E	929.44'
L376	N03°24'59"E	770.66'
L377	N49°11'31"W	380.82'
L378	N21°07'46"W	308.94'

LINE TABLE		
LINE	BEARING	LENGTH
L379	N06°35'00"E	342.83'
L380	N09°25'35"W	1237.22'
L381	N33°57'56"W	1101.64'
L382	N23°04'32"E	547.24'
L383	N84°51'38"E	504.76'
L384	N37°39'15"E	412.16'
L385	N18°26'22"E	147.42'
L386	N33°41'48"W	369.80'
L387	N14°02'23"E	192.21'
L388	N58°32'31"E	732.46'
L389	N07°20'50"E	476.10'
L390	N25°49'19"W	1305.80'
L391	N81°16'14"W	657.37'
L392	S01°40'09"E	471.32'
L393	S09°24'27"W	1423.47'
L394	S39°28'46"W	379.51'
L395	S05°49'27"W	2133.97'
L396	S53°49'37"W	715.25'
L397	S33°12'46"W	1132.75'
L398	S12°53'19"E	655.04'
L399	S88°52'47"W	3441.83'
L400	N42°53'09"W	716.64'
L401	N51°00'08"W	973.48'
L402	S86°16'13"W	1806.59'
L403	S84°10'23"W	772.13'
L404	N40°05'41"E	596.36'
L405	N10°22'31"E	479.03'
L406	N89°29'46"E	1712.74'
L407	N77°15'11"E	878.25'
L408	N49°24'20"E	864.80'
L409	N07°31'23"E	2424.59'
L410	N02°40'05"E	1246.92'
L411	N17°31'47"W	545.39'
L412	N22°00'49"E	575.42'
L413	N09°39'14"W	583.06'
L414	N03°02'07"E	313.88'
L415	N26°51'48"E	796.35'
L416	N89°18'56"E	5145.69'
L417	N89°18'56"E	4677.44'

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251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "X" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-70	31-42-26	1" = 2000'	4 OF 5

DESCRIPTION EASEMENT "X"

A parcel of land lying in Sections 1 and 12, Township 43 South, Range 26 East, Sections 4–8, 17 and 18, Township 43 South, Range 27 East, Lee County, Florida being more particularly described as follows:

Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S89°38'12"E a distance of 31,828.04 feet to the Point of Beginning; Thence N89°18'56"E a distance of 5,145.69 feet; thence continue easterly along said line, a distance of 4,677.44 feet; Thence S38°56'47"E a distance of 1,138.26 feet; Thence S30°39'24"W a distance of 1,814.72 feet; Thence S27°56'15"W a distance of 929.38 feet; Thence S03°38'16"W a distance of 2,124.41 feet; Thence S05°25'48"E a distance of 1,802.78 feet; Thence S10°38'07"E a distance of 1,635.95 feet; Thence S08°00'40"W a distance of 2,909.38 feet; Thence N89°29'03"W a distance of 465.10 feet; Thence N10°45'07"E a distance of 609.42 feet; Thence N00°02'04"W a distance of 555.05 feet; Thence N07°39'07"W a distance of 1,747.50 feet; Thence N02°38'38"W a distance of 1,568.17 feet; Thence N49°13'25"W a distance of 697.53 feet; Thence N03°53'56"W a distance of 1,297.04 feet; Thence N02°06'32"E a distance of 1,385.90 feet; Thence N55°10'56"W a distance of 579.14 feet; Thence S87°33'49"W a distance of 243.11 feet; Thence S42°41'53"W a distance of 906.89 feet; Thence S08°51'36"W a distance of 805.29 feet; Thence S34°13'29"W a distance of 846.82 feet; Thence South a distance of 997.18 feet; Thence S18°58'29"W a distance of 174.84 feet; Thence S03°13'06"E a distance of 738.29 feet; Thence S13°29'03"E a distance of 775.73 feet; Thence S78°15'51"E a distance of 812.86 feet; Thence S00°51'43"E a distance of 2,043.42 feet; Thence S49°40'17"W a distance of 729.35 feet; Thence S88°23'12"W a distance of 743.85 feet; Thence S58°23'56"W a distance of 799.24 feet; Thence S61°48'52"W a distance of 1,485.19 feet; Thence S37°27'08"W a distance of 945.98 feet; Thence S84°25'42"W a distance of 2,238.42 feet; Thence N61°29'40"E a distance of 2,248.33 feet; Thence N14°44'48"E a distance of 205.71 feet; Thence N57°56'56"E a distance of 2,216.43 feet; Thence N45°45'55"E a distance of 929.44 feet; Thence N03°24'59"E a distance of 770.66 feet; Thence N49°11'31"W a distance of 380.82 feet; Thence N21°07'46"W a distance of 308.94 feet; Thence N06°35'00"E a distance of 342.83 feet; Thence N09°25'35"W a distance of 1,237.22 feet; Thence N33°57'56"W a distance of 1,101.64 feet; Thence N23°04'32"E a distance of 547.24 feet; Thence N64°51'38"E a distance of 504.76 feet; Thence N37°39'15"E a distance of 412.16 feet; Thence N18°26'22"E a distance of 147.42 feet; Thence N33°41'48"W a distance of 369.80 feet; Thence N14°02'23"E a distance of 192.21 feet; Thence N58°32'31"E a distance of 732.46 feet; Thence N07°20'50"E a distance of 476.10 feet; Thence N25°49'19"W a distance of 1,305.80 feet; Thence N81°16'14"W a distance of 657.37 feet; Thence S01°40'09"E a distance of 471.32 feet; Thence S09°24'27"W a distance of 1,423.47 feet; Thence S39°28'46"W a distance of 379.51 feet; Thence S05°49'27"W a distance of 2,133.97 feet; Thence S53°49'37"W a distance of 715.25 feet; Thence S33°12'46"W a distance of 1,132.75 feet; Thence S12°53'19"E a distance of 655.04 feet; Thence S88°52'47"W a distance of 3,441.83 feet; Thence N42°53'09"W a distance of 716.64 feet; Thence N51°00'08"W a distance of 973.48 feet; Thence S86°16'13"W a distance of 1,806.59 feet; Thence S84°10'23"W a distance of 772.13 feet; Thence N40°05'41"E a distance of 596.36 feet; Thence N10°22'31"E a distance of 479.03 feet; Thence N89°29'46"E a distance of 1,712.74 feet; Thence N77°15'11"E a distance of 878.25 feet; Thence N49°24'20"E a distance of 864.60 feet; Thence N07°31'23"E a distance of 2,424.69 feet; Thence N02°40'05"E a distance of 1,246.92 feet; Thence N17°31'47"W a distance of 545.39 feet; Thence N22°00'49"E a distance of 575.42 feet; Thence N09°39'14"W a distance of 583.06 feet; Thence N03°02'07"E a distance of 313.88 feet; Thence N26°51'48"E a distance of 796.35 feet to the POINT OF BEGINNING.

Containing 1,919.97 acres, more or less.

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LABELLE, FLORIDA 33935
PHONE (863) 612-0594
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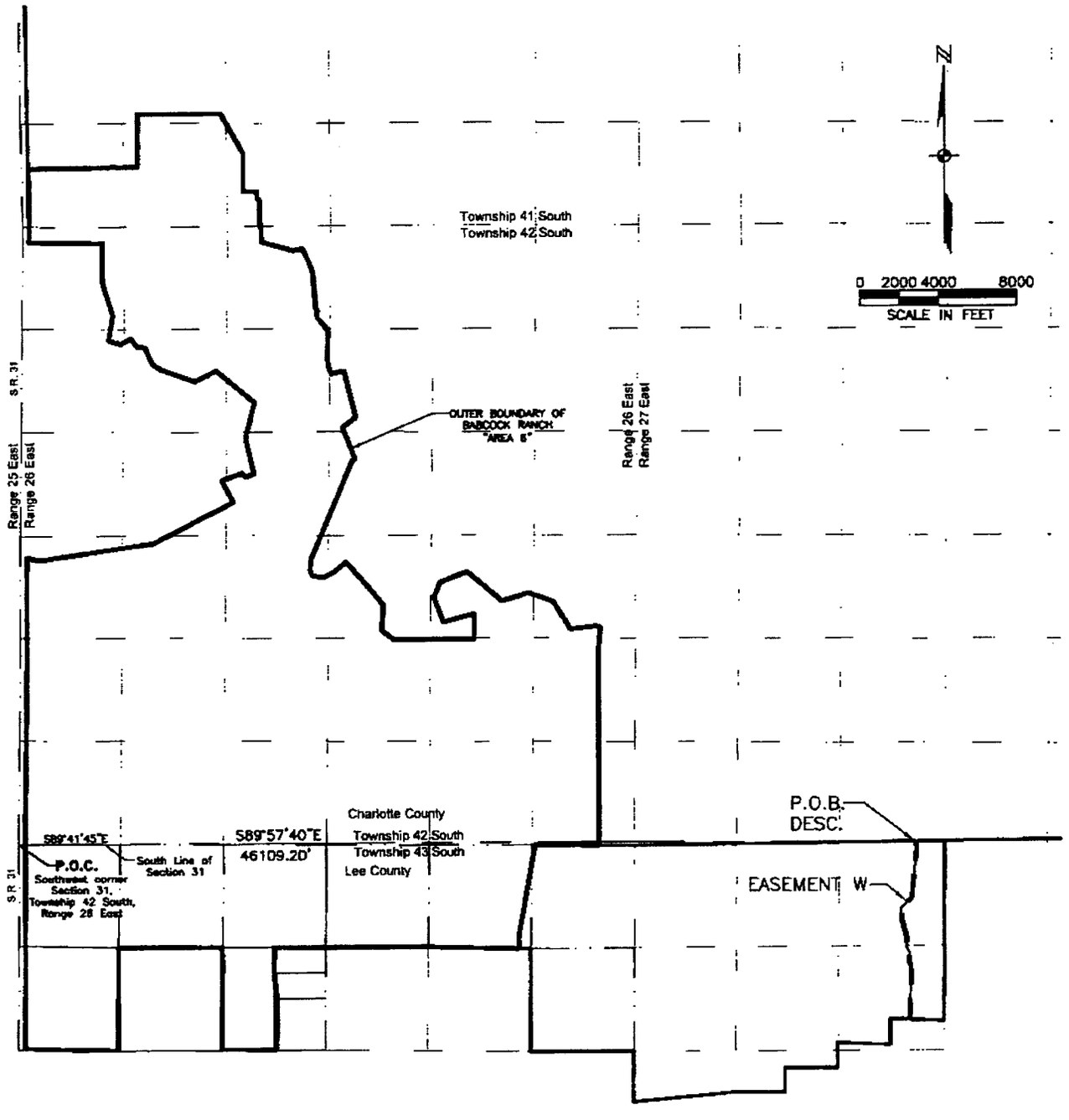
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "X" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	5 OF 5



NOTES:

1. BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST AS BEARING SOUTH 89°41'45" EAST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
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PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: _____
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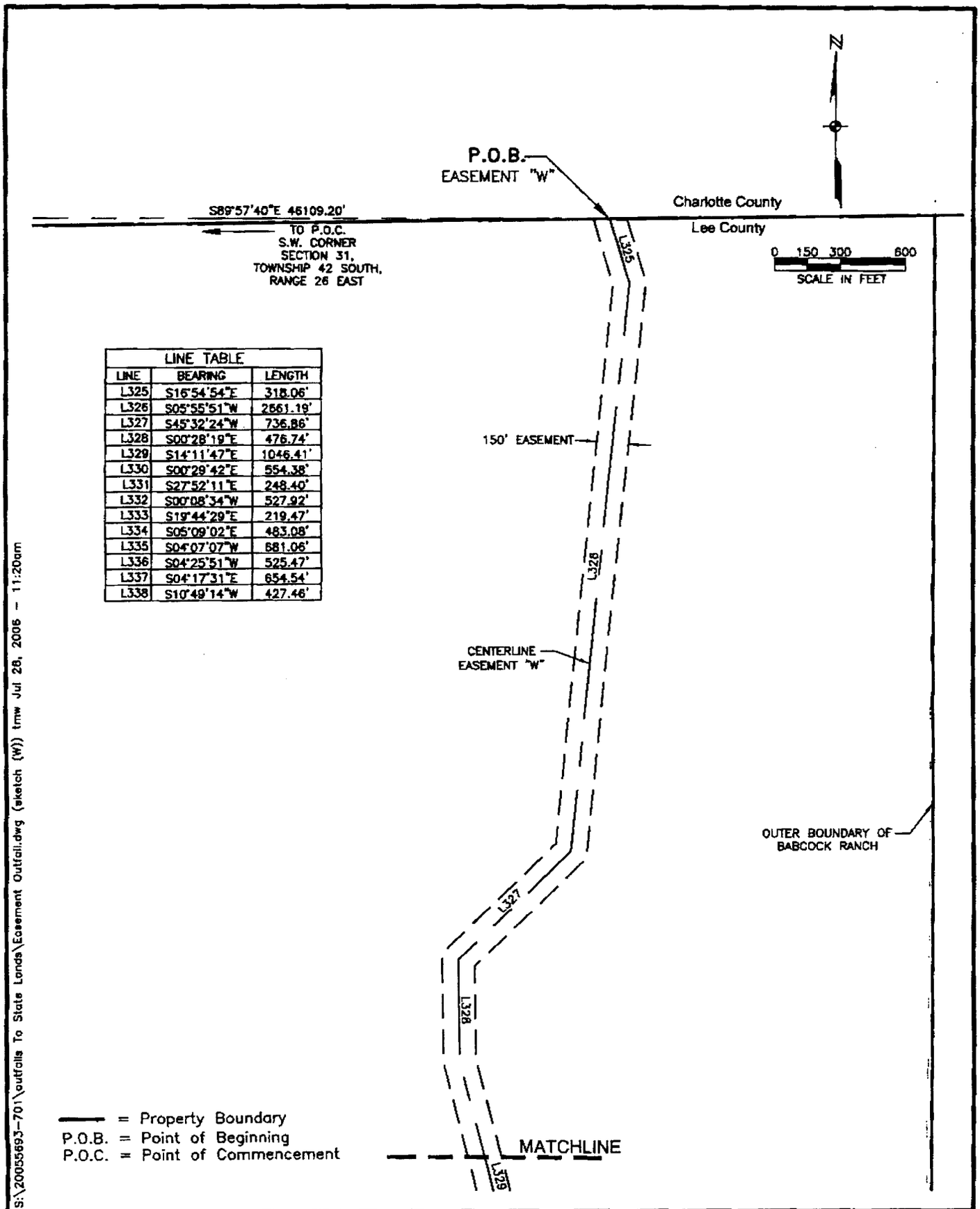
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "W" - KEYMAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 8000'	1 OF 4



LINE TABLE		
LINE	BEARING	LENGTH
L325	S16°54'54"E	318.06'
L326	S05°55'51"W	2661.19'
L327	S45°32'24"W	736.86'
L328	S00°28'19"E	476.74'
L329	S14°11'47"E	1046.41'
L330	S00°29'42"E	554.38'
L331	S27°52'11"E	248.40'
L332	S00°08'34"W	527.92'
L333	S19°44'29"E	219.47'
L334	S05°09'02"E	483.08'
L335	S04°07'07"W	681.06'
L336	S04°25'51"W	525.47'
L337	S04°17'31"E	654.54'
L338	S10°49'14"W	427.46'

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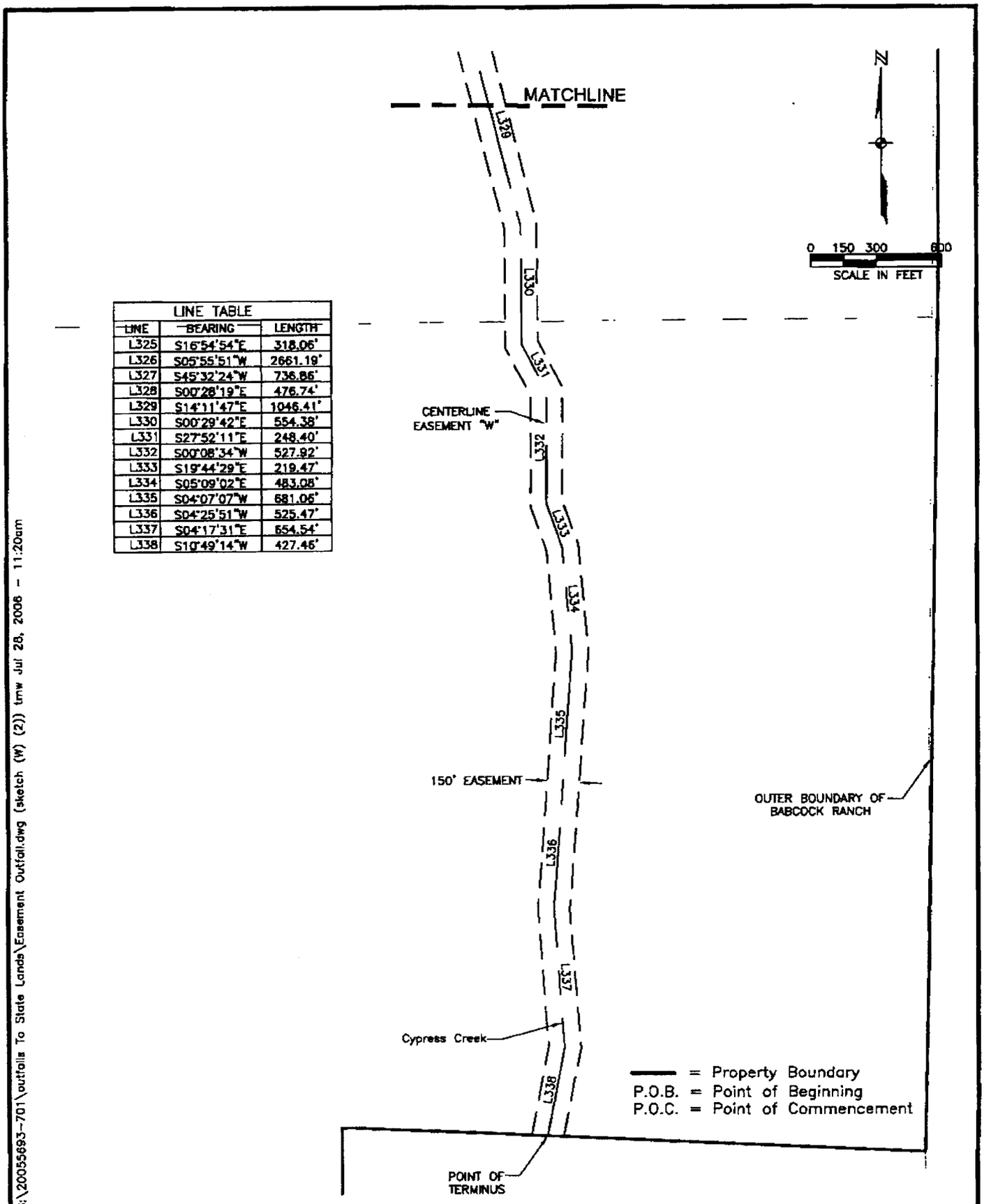
SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "W" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 600'	2 OF 4



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LINE	BEARING	LENGTH
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L329	S14°11'47"E	1046.41'
L330	S00°29'42"E	554.38'
L331	S27°52'11"E	248.40'
L332	S00°08'34"W	527.92'
L333	S19°44'29"E	219.47'
L334	S05°09'02"E	483.08'
L335	S04°07'07"W	681.06'
L336	S04°25'51"W	525.47'
L337	S04°17'31"E	654.54'
L338	S10°49'14"W	427.46'

S:\20055693-701\outfalls To State Lands\Easement Outfall.dwg (sketch (W) (2)) tmw Jul 28, 2006 - 11:20am

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SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "W" - SKETCH

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	1" = 600'	3 OF 4

DESCRIPTION EASEMENT "W"

A 150 foot wide strip of land in Sections 4 and 9, Township 43 South, Range 27 East, Lee County, Florida lying 75 feet on each side of, and parallel, with the following described centerline: Commence at the southwest corner of Section 31, Township 42 South, Range 26 East and run S89°57'40"E a distance of 46,109.20 feet to the Point of Beginning; Thence S16°54'54"E a distance of 318.06 feet; Thence S05°55'51"W a distance of 2,661.19 feet; Thence S45°32'24"W a distance of 736.86 feet; Thence S00°28'19"E a distance of 476.74 feet; Thence S14°11'47"E a distance of 1,046.41 feet; Thence S00°29'42"E a distance of 554.38 feet; Thence S27°52'11"E a distance of 248.40 feet; Thence S00°08'34"W a distance of 527.92 feet; Thence S19°44'29"E a distance of 219.47 feet; Thence S05°09'02"E a distance of 483.08 feet; Thence S04°07'07"W a distance of 681.06 feet; Thence S04°25'51"W a distance of 525.47 feet; Thence S04°17'31"E a distance of 654.54 feet; Thence S10°49'14"W a distance of 427.46 feet to the terminus of said centerline.

Side lines to be lengthened or shortened to begin North line of Section 4 and end on the South boundary line of, the Lee county portion of the acquistion parcel.

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SKETCH TO ACCOMPANY DESCRIPTION
EASEMENT "W" - DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/30/06	20055693-701	31-42-26	AS SHOWN	4 OF 4

Appendix F: NOAA Agreement

Appendix G: Cattle Lease

LICENSE AGREEMENT FOR CATTLE GRAZING

This License Agreement for Cattle Grazing ("*License*") is made this _____ day of _____, 2018, by and between **Lee County**, a political subdivision and Charter County of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398, ("*Licensor*"); and, **I.I.V. Cattle Investments, Inc.**, a Florida Corporation, whose address is 3811 SW 8th Street Coral Gables, FL 33134 ("*Licensee*").

WHEREAS, Licensor is the owner of property situated in Lee County, Florida and depicted and described in attached Exhibit A; and

WHEREAS, Licensor, in consideration of the fees paid and the covenants and agreements set forth herein to be kept and performed by the Licensee, does hereby grant to the Licensee a license solely for the grazing of cattle on Licensor's lands as depicted/described in attached Exhibit B ("*Licensed Property*").

NOW, THEREFORE, in consideration of the fees paid and covenants and conditions set forth below, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein as though fully set forth below.

2. License. Licensor hereby grants to Licensee a revocable, non-exclusive License to graze cattle on the Licensed Property described in attached Exhibit "B." This is not an easement and may not be construed to be such.

3. License Fee. Licensee agrees to pay Lee County $6217.54 per year for each license term or portion thereof is due in advance or before September 15th 2018. Payment may be provided to the Conservation 20/20 Supervisor for appropriate processing.

4. Term. This License begins on the date it is fully executed and ends September 30, 2019. The term of this License may be extended for one additional year, beginning October 1, 2018 and ending September 30, 2020 upon mutual agreement of the parties. Licensee must request the extension by August 31 2019.

5. Revocation, Expiration, Termination or Cancellation.

   a. Licensor may revoke the License at any time with 30 days written notice to Licensee. Upon termination of the License, Licensee must remove all cattle and return the property to Licensor in as good or better condition that when it was first licensed.

b. Notwithstanding the foregoing, the parties understand and agree that this License may be canceled upon 48 hours written notice to the Licensee, if any of the Licensee's cattle are not kept within the confines of the Licensed Property as described in attached Exhibit "B." Cattle may be transferred between adjacent or adjoining property, provided the properties are both the subject of a cattle license held by or involving Licensee, but the cattle must remain within the confines of the perimeter fencing.

6 Use of Licensed Property.

a. *Cattle grazing only.* Licensee understands and agrees the Licensed Property may only be used for cattle grazing and no other purpose.
b. *Use by this Licensee only.* Use of this License is limited to grazing of cattle owned by Licensee only.
c. *Termination of License for violation.* If Licensee uses or allows use of the Licensed Property to graze cattle owned by others, the County may terminate or revoke this License in accordance with paragraph 5 above.
d. *No overgrazing.* Licensee agrees to graze cattle on the Licensed Property provided the Licensed Property is not being over-grazed and there is a sufficient water supply.
e. *Maximum number of cattle*. Licensee may not exceed **400** head of cattle on the Licensed Property at any time.
f. *Land management activity*. Licensee must obtain written approval from the Conservation 20/20 Land Stewardship Supervisor prior to performing any land clearing, controlled burns, fertilizing, exotic removal, chopping, chemical spraying, or other land management activities.
g. *Hog removal*. In order to preserve the Licensed Property and its use for cattle grazing, Licensee may trap and remove feral hogs, at Licensee=s sole cost and expense, in a manner complying with state and local laws and regulations.
h. *Public Use*. Licensee has a non-exclusive right to use the Licensed Property. Licensee may not prevent the entry of the Licensor, its agents, employees, other licensees and invitees for purposes of maintenance of the preserve areas of the Licensed Property, or by members of the public for recreational enjoyment by hikers.
i. *Best Management Practices*. Licensee is responsible for implementing and using the most current Best Management Practices (BMP) provided by Florida Department of Agriculture and Consumer Services. Lee County Extension Services holds classes regarding BMPs, please contact them for scheduling. Failure of Licensee to use BMPs is grounds for termination or non-renewal of this License.
j. *No Diesel-powered Equipment or Fuel Storage*. The installation or storage of diesel-powered equipment or the storage of petroleum based fuel (gasoline, kerosene or diesel fuel) is prohibited on the Licensed Property.

7. Fencing.

a. During the term of this License, Licensee must maintain all perimeter and interior fencing necessary to keep livestock within the licensed area as follows:

1. Along all road frontage the fencing must be, at a minimum, a 5 strand barbed wire fence.

2. Along non-road frontage license boundaries the fencing must be, at a minimum, a 4 strand barbed wire fence.

3. The fencing must be maintained in good repair and must effectively prevent cattle from roaming beyond the boundaries of the Licensed Property at all times during the term of this License.

b. At the end of the license period stated in this License, Licensee must turn over the Licensed Property with the fencing in good repair. In the event the fencing is not in good repair, Lee County may take one or more of the following actions: repair the fencing and send an invoice for the repair costs to Licensee; refuse to License County property to Licensee (including any entity involving the Licensee) in the future; or, take any other action the County deems appropriate.

8. Water Use.

a. *Limited Use*. Nothing contained in this License shall be interpreted or construed to entitle the Licensee to draw or use any water from or out of the area beneath the surface of the Licensed Property, or any appurtenances thereto, for irrigation of areas outside the Licensed Property, or to draw or use any water from any other property managed by Licensor.

b. *Access to Water Sources*. The access of the Licensee to and from the water sources shall be strictly limited to the roads, canals and pipelines presently established by Licensor. The Licensee shall have a non-exclusive easement for ingress and egress to and from the water sources over, on or through such roads, canals and pipelines under and in accordance with such reasonable rules and regulations as the Licensor shall establish from time to time. The Licensee may not upgrade and/or replace any roads, canals, pipelines, or any part thereof, on the Licensed Property without the prior written consent of the Licensor.

c. *Security is Not Provided*. Nothing contained herein under shall obligate the Licensor to provide security for the water sources or from any road, canal or pipeline serving water sources to the Licensed Property.

d. *Use of Water*. The Licensee shall only use the water sources on the Licensed Property for the purposes of livestock water supply in connection with the Licensee's operation as authorized under this License, and strictly in accordance with, and subject to the conditions of any water consumption permits issued by the South Florida Water Management District, or any successor to the functions thereof. This License shall be non-exclusive and to be used in common with Licensor and its agents, employees, other licensees and invitees. Prior to the use of any water hereunder, the Licensee shall provide the Licensor with a written statement setting forth the number and capacity pumps by field location and type, to be utilized by Licensee in its operations under this License; and, during the course of such operations, licensee shall furnish to Licensor, on a timely basis each month during the term of this License, accurate estimates of total water used during each month. Should governmental authorities were regulating water consumption require metering and reporting of water withdrawals, the Licensee agrees to promptly comply with such requirements at its sole expense.

9. Condition of Licensed Property or Water Sources and Range Resources.

The Licensor has made no representations or promises respect to the condition of the Licensed Property; the availability, volume or quality of the water to the water sources condition of water sources themselves; the availability of water except as expressly provided herein; the fertility of the soil; or the adequacy of forage grazing purposes. The Licensee has inspected the Licensed Property, and Licensee's execution and delivery of this License to Licensor shall be conclusive evidence that the Licensed Property and water sources were in good and satisfactory condition at the time such possession was taken.

10. No Firearms, Fishing or Hunting.

a. Except when necessary for their personal safety or the management and protection of cattle while on the Licensed Property, the Licensee shall not bring any firearms onto the Licensed Property nor permit any agent, employee, licensee or invitee to bring firearms onto the Licensed Property, or any other part of the property of the Licensor.

b. Licensee shall not engage in, or permit any agent, employee, licensee or invitee to engage in fishing, hunting for the use of traps, dogs or other means to take wild or feral animals in, on or about the Licensed Property or on any other part of the Licensor's property unless approved in writing by Licensor.

11. Survey monuments. All section corners, quarter corners, and other survey monuments lying in the Licensed Property will be properly flagged by the Licensor. Licensee agrees to bear any survey costs for resetting these monuments in the event they are disturbed by the Licensee in any way.

12. Indemnification. Licensee hereby agrees to indemnify and release the Licensor from any and all claims for damages to both persons and property as the result of the cattle grazing. Further, the Licensee agrees to hold the Licensor harmless from all damages during the term of this License, including, but not limited to, all reasonable fees, costs and expenses incurred for litigation in any forum resulting from damage claimed by third parties as a result of the Licensee's use of the property described in Exhibit "B."

13. Insurance. Licensee must maintain Premises Liability Insurance coverage through the license term and provide proof of insurance to Lee County Parks and Recreation for the duration of the License. The policy must provide minimum limits of $1,000,0000 (combined Single Limit of Bodily Injury and Property Damage). Lee County must be named as a Certificate Holder and Additional Insured on the insurance policy. (A copy of the insurance certificate is attached as Exhibit "C.")

14. Personal property taxes. Licensee covenants and agrees to file an annual personal property tax return with Lee County, State of Florida, as required by law.

15. Assignment. This License is not assignable or otherwise transferable to any other party.

16. Notices. The contact information for the parties is as follows:

Licensor:

Lee County
Director of Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, FL 33916

Phone: 239-533-7275

IIV Cattle Investment, Inc., Licensee
3811 SW 8th Street
Coral Gables, FL 33134

Phone: 305-970-7548

14. Amendment. This is the entire agreement between the parties and may only be amended in a writing executed with the same formality.

15. Governing law. This License will be construed in accordance with the laws of the State of Florida. Venue for any court proceedings is in Lee County.

17. Severability. In the event any portion or provisions of this License is deemed invalid, the remaining provisions will not be affected and will remain in full force and effect.

18. County Authority to Execute. The Board of County Commissioners delegated authority to the Director of Parks and Recreation to enter short term leases/licenses for cattle grazing on Conservation 2020 lands and other lands managed by Lee County pursuant to Blue Sheet Number 19990807, approved and adopted on August 17, 1999.

[Balance of page intentionally left blank.]

Licensee:

Witness: _____ By: _____

Print Name: _____ Printed Name: _____

Witness: _____

Print Name: _____

Lee County Parks and Recreation:

Witness: _____ By: _____

Print Name: _____ Jesse Lavender, Director

Alise Flanjack, Deputy Director

Witness: _____

Print Name: _____

Approved as to form for the reliance of Lee County only:

By: _____

Lee County Attorney's Office

[The Board of County Commissioners delegated authority to the Director of Parks and Recreation to enter short term leases/licenses for cattle grazing on Conservation 2020 lands and other lands managed by Lee County pursuant to Bluesheet #19990807 adopted on August 17, 1999.]

Appendix H: Legal Description

EXHIBIT "B"

ACQUISITION PARCEL:

LEE COUNTY:

All of Sections 1 through 7; The West one-half of Section 9; The West 150 feet of the Southeast one-quarter of Section 9; All of Section 12, all being in Township 43 South, Range 26 East, Lee County, Florida. LESS right-of-way for County Road No. 78. LESS the West 350.00 feet of Sections 6 and 7.

That part of the Southwest one-quarter of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Southwest one-quarter of the Northeast one-quarter as the Point of Beginning and run East, along the South line of said Southwest one-quarter of the Northeast one-quarter, a distance of 150.00 feet; Thence Northwest to the Northwest corner of said Southwest one-quarter of the Northeast one-quarter; Thence South, along the West line of said Southwest one-quarter of the Northeast one-quarter, to the Point of Beginning.

All of Sections 4 through 8; Section 9, LESS the South one-half of the Southeast one-quarter; The Northwest one-quarter and the North one-half of the Northeast one-quarter of Section 17; The North one-half of Section 18, all being in Township 43 South, Range 27 East, Lee County, Florida.

LESS,

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet

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BSM APPROVED
By JL Date 7-27-04

West of the Southeast corner of said Section 2; Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A parcel of land lying in Sections 1, 2 & 12, Township 43 South, Range 26 East, and Sections 4 through 9, 17 & 18, Township 43 South, Range 27 East, all being in Lee County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 6, Township 43 South, Range 27 East as the Point of Beginning and run N89°18'56"E a distance of 5253.61 feet to the Northeast corner of said

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Section 6; Thence N89°18'56"E a distance of 5320.10 feet to the Northeast corner of Section 5, Township 43 South, Range 27 East; Thence N89°18'56"E a distance of 5320.11 feet to the Northeast corner of Section 4, Township 43 South, Range 27 East; Thence S00°13'00"W a distance of 2523.97 feet to the East quarter corner of said Section 4; Thence S00°12'17"W a distance of 2768.18 feet to the Southeast corner of said Section 4; Thence S00°55'12"W a distance of 2681.57 feet to the East quarter corner of Section 9, Township 43 South, Range 27 East; Thence S00°55'27"W a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of said South one-half of the Southeast one-quarter; Thence S01°06'34"W a distance of 1342.17 feet to the South quarter corner of said Section 9; Thence N87°33'20"W a distance of 2692.13 feet to the Northeast corner of Section 17, Township 43 South, Range 27 East; Thence S00°07'31"W a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of said South one-half of the Northeast one-quarter; Thence S00°13'58"W a distance of 1330.50 feet to the center of said Section 17; Thence N89°31'22"W a distance of 2668.03 feet to the West quarter corner of said Section 17; Thence S84°25'42"W a distance of 5193.59 feet to the West quarter corner of Section 18, Township 43 South, Range 27 East; Thence N00°25'23"E a distance of 2683.78 feet to the Northwest corner of said Section 18; Thence S89°50'11"W a distance of 5307.67 feet to the Southwest corner of Section 12, Township 43 South, Range 26 East; Thence N00°11'50"E a distance of 2656.05 feet to the West quarter corner of said Section 12; Thence N00°11'10"E a distance of 2655.62 feet to the Northwest corner of said Section 12; Thence N88°38'22"W, along the South line of Section 2, Township 43 South, Range 26 East, a distance of 558.43 feet; Thence N03°53'19"W a distance of 515.34 feet; Thence N04°10'14"E a distance of 283.53 feet; Thence N09°58'52"E a distance of 4668.17 feet to a point on the North line of Section 1, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of said Section 1, a distance of 3275.04 feet; Thence continue S89°35'44"E a distance of 1864.02 feet to the Point of Beginning.

LESS,
EXCEPTION 2:

A parcel of land lying within Section 9, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 4, Township 43 South, Range 27 East, Lee County, Florida, also being the the Northeast corner of said Section 9 and run S00°55'12"W, along the East line of said Section 9, a distance of 2681.57 feet to the East quarter corner of said Section 9; Thence S00°55'27"W, along the East line of said Section 9, a distance of 1341.07 feet to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 9; Thence N87°31'46"W a distance of 2688.53 feet to the Northwest corner of the South one-half of the Southeast one-quarter of said Section 9; Thence S01°06'34"W a distance of 3.30 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S01°06'34"W a distance of 1338.87 feet to the South quarter corner of said Section 9; Thence N87°33'20"W, along the South line of said Section 9, a distance of

1.67 feet; Thence N00°19'16"E a distance of 1339.56 feet; Thence S87°11'30"E a distance of 20.11 feet to the Point of Beginning.

ALSO LESS.
EXCEPTION 3:

A parcel of land lying within Section 17, Township 43 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 17 and run S00°07'31"W, along the East line of said Section 17, a distance of 1327.54 feet to the Northeast corner of the South one-half of the Northeast one-quarter of said Section 17; Thence N89°29'03"W a distance of 2667.04 feet to the Northwest corner of the South one-half of the Northeast one-quarter of said Section 17; Thence S00°13'58"W a distance of 4.24 feet to the Point-Of-Beginning of the parcel of land herein described; Thence continue S00°13'58"W a distance of 1326.26 feet to the center of said Section 17; Thence N89°31'22"W a distance of 3.57 feet; Thence N00°01'17"W a distance of 1326.33 feet; Thence S89°20'05"E a distance of 9.45 feet to the Point of Beginning.

The above-mentioned County Road 78 is, and was, also known as State Road 78.

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