EXECUTIVE SUMMARY
Item V.F.
Pepper Ranch Preserve PHU Escrow Release

Objective:
To release to the Seller $250,000, that was held back from the sale of Pepper Ranch Preserve, because the circumstances involving the southern access easement within the Preserve have changed.

Considerations:
On February 2, 2009, an Amendment to the Agreement for Sale and Purchase and County Escrow Agreement was executed between Lake Trafford Ranch, LLLP (Seller) and Collier County. Per the amendment:

The Seller granted Barron Collier Investments, Ltd. (BCI) an Access Easement through Pepper Ranch Preserve which allows BCI access to BCI-owned lands that are adjacent to Pepper Ranch Preserve. A portion of the proceeds from the sale ($250,000) was retained by the County in escrow within the Conservation Collier Land Acquisition Fund. The $250,000 was held in respect to the potential for loss of PHUs at Pepper Ranch Preserve as a result of the BCI Access Easement. The County agreed to use its best efforts to complete, within one year of the date of closing (February 6, 2009), the process of having a determination of whether, and the extent to which, the establishment of PHUs in respect to Pepper Ranch Preserve based on its intended conservation uses by the Conservation Collier Program would be affected by the existence of the BCI Access Easement as distinct from its absence.

On November 1, 2010, and again on January 31, 2011, County staff made a request and submission to the U.S. Fish and Wildlife Service for a determination of the Pepper Ranch PHUs in respect to the BCI Access Easement.

The USFWS, in a letter dated March 25, 2011, stated:

“Currently, the Service does not decrease the panther habitat value of lands adjacent to unimproved roads with limited use that pass through Service approved conservation banks. It is possible we could change this practice in the future. If the County submits a project on the Ranch for Service review in the future, the Service will use the practices in place at the time of submission to evaluate the project.”

Because Pepper Ranch Preserve will be permitted as a Mitigation Bank that will allow for the mitigation of wetland, wood stork, and panther habitat impacts, the Service cannot make a final PHU determination until the Army Corps of Engineers (Corps) and the South Florida Water Management District (District) make a final wetland mitigation determination. Although County consultants will be submitting the Pepper Ranch project for Corps and District review within the next year, it is unknown how long it will take before Pepper Ranch Preserve is an approved wetland mitigation bank so that a final PHU determination can be made by the Service.

Additionally, since the acquisition of Pepper Ranch Preserve, in February 2009, Collier County’s use of the southern access road associated with the BCI Access Easement has dwarfed BCI’s use of the same road. Any potential for loss of PHUs at Pepper Ranch Preserve because of the
southern access road would be as a result of Collier County’s use of the access road, not BCI’s limited use of the access road.

It would be unfair to the Seller to withhold the escrow dollars when a final Pepper Ranch PHU determination could take years and, in the end, this final determination would be affected by Collier County’s use of the southern access road, but not BCI’s limited use of the southern access road.

Fiscal Impact:

There is no fiscal impact to Collier County. The $250,000 was held back from the total amount owed to the seller for the County’s purchase of Pepper Ranch Preserve in FY 2010. The $250,000 is currently budgeted within Fund 172 Reserves for Escrow. A budget amendment is required to transfer the escrow amount into the Fund 172 Operating Budget, so that the funds can be remitted to the Seller.

Staff Recommendations:

That the CCLAAC provide a recommendation to the Board of County Commissioners to authorize the release of $250,000 held in escrow to Lake Trafford Ranch, LLLP, the Seller of Pepper Ranch Preserve.

Approved by: _______________________________
Melissa Hennig, Manager, Conservation Collier Program
AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE
AND COUNTY ESCRROW AGREEMENT

This Amendment to Agreement for Sale and Purchase and County Escrow Agreement is made and entered into by and between Lake Trafford Ranch, LLLP, a Florida limited liability limited partnership ("Seller"), and Collier County, a political subdivision of the State of Florida ("Buyer" or "County").

BACKGROUND

A. The parties entered into an Agreement for Sale and Purchase as of December 5, 2008 (the “Agreement”); and

B. Subsequent thereto an issue was raised by Barron Collier Investments, Ltd. ("BCI"), the owner of land (the "BCI Land") adjoining the property that is the subject of the Agreement ("the Property"), claiming the right to legal access over the property that is the subject of the Agreement, and as a result the transaction set forth in the Agreement was not closed in the time frame set forth therein; and

C. As consequence the parties have agreed to modify terms of the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein the Agreement is modified in the following respects:

1. That the time for closing the Agreement is extended to February 6, 2009.

2. Seller will grant to BCI and BCI will accept an access easement in the form of the attached Exhibit “A” (the “Access Easement”). The Access Easement will be executed by Seller and recorded immediately prior to the deed from Seller to Buyer. The Buyer will take title to the Property subject to it.

3. A portion of the proceeds from the sale will be retained by Buyer in an account retained in escrow in the County’s general fund (the “Escrow”). The County Attorney, or his successor in office shall be the escrow agent and is responsible to authorize disbursement of the Escrow. No interest earned on the Escrow shall be disbursed to the Seller and all interest earned shall be retained by the Buyer. The sum to be retained is $418,750 composed of two parts:

   a. $250,000 will be held in respect to the potential for loss of panther habitat unit mitigation (“PHU”) credits that Buyer anticipates obtaining in respect to the Property. Buyer agrees that following closing it will promptly and diligently make a request and submission to the U.S. Fish and Wildlife Service and other applicable government agencies for an evaluation and determination of whether, and the extent to which, the establishment of PHU credits in respect to the Property based on its intended conservation uses by the Conservation Collier program will be affected by the existence of the Access Easement as distinct from its absence. If it is determined that the existence of the Access Easement will reduce the number of PHU credits that could have been awarded had there been no Access Easement, then the reduced
number of PHU credits will be multiplied times an agreed market rate of $1,500 per PHU. The resulting sum will be retained by Buyer. The balance of the $250,000 escrow sum will be remitted to Seller. If in order to obtain this determination it is necessary to make a complete application to establish PHU credits over the Property then Buyer agrees to do so. Buyer agrees to use its best efforts to complete the process of having this determination made within one year of the date of the closing. If, and to the extent, the number of PHU credits that is reduced multiplied by the foregoing rate exceeds $250,000, the Seller has no obligation to pay any additional sums to Buyer.

b. $168,750 will be retained in Escrow pending the outcome of a determination as to the adjustment in the Purchase Price for the Property based on the difference between the Property being: (i) unencumbered by the Access Easement and (ii) encumbered by the Access Easement, but without regard to any effect it may have on the potential loss of PHU credits as addressed in subparagraph a above. Buyer has determined that the impact could reduce the value of the Property by the sum of $168,750. Seller does not accept this figure. The parties shall engage one of the appraiser’s that is on the list of County approved appraisers (the “Appraiser”) to perform this evaluation of the effect on the Purchase Price. In performing this evaluation the Appraiser will accept the Purchase Price as a given and will not independently re-determine the value of the Property, but rather will evaluate the difference giving consideration to appropriate criteria. Both parties, or their representatives shall meet with the Appraiser at the onset of his engagement or thereafter at his request in order to insure that he understands, accepts and is prepared to perform the evaluation in accord with this subparagraph. The parties shall each be permitted to explain to the Appraiser facts, circumstances, and analyses which they believe has a bearing on the effect of the Access Easement. Following the result of this evaluation, if the Appraiser concludes that the value of the Property should be reduced from the Purchase Price, but the reduction is less than $168,750 then the amount so determined shall be retained by the Buyer and the difference will be remitted to the Seller. In the event the Appraiser determines that reduction of greater than $168,750 is appropriate the Seller will have no obligation to pay the difference to the Buyer. The Seller will be entitled to select the Appraiser from among the list of approved County appraisers and will pay the reasonable fees and costs of the Appraiser.

c. If on or before December 31, 2013 the Access Easement is terminated by BCI or successor owners of the BCI Land (i) because alternative access to the BCI Land, is established over Trafford Oaks Road or (ii) for other reasons, but not because the Buyer purchases the BCI Land, then in that event any portion of the sums remaining in Escrow or that were previously retained by the County will be paid to the Seller.

4. The transaction shall be closed promptly following the execution of this Amendment.

5. Except as hereby modified the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Agreement for Sale and Purchase and County Escrow Agreement has been executed by the parties as of the date set forth beneath their respective signatures and shall be effective when executed by the last of the parties.
Lake Trafford Ranch, LLLP

By: ____________________________
    Thomas M. Taylor, as general partner

By: ____________________________
    Christopher L. Allen, as general partner

Date 2-2-09

ATTEST:
Dwight E. Brock, Clerk

[Signature]
Attest as to Chairman’s signature on.
Approval as to form:

Jeffrey A. Klatzkow, County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: ____________________________
    Donna Fiala, Chairman

Date 2-2-09
ACCESS EASEMENT

THIS ACCESS EASEMENT is granted this 26th day of January 2009, by Lake Trafford Ranch, LLLP, a Florida limited liability limited partnership, a ("Grantor"), in favor of BARRON COLLIER INVESTMENTS, LTD., a Florida limited partnership ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of land located in Collier County, Florida, commonly known as the "Pepper Ranch" as more particularly described in Exhibit "A" attached hereto (hereinafter "Grantor's Property"), and

B. Grantee owns land described in Exhibit "B" ("Grantee's Property") that abuts Grantor's Property; and

C. Grantor has agreed to grant an easement for access to Grantee over a portion of Grantor's Property.

NOW, THEREFORE, Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged:

1. Grantor does hereby grant to Grantee, a perpetual, non-exclusive easement (the "Easement") over and across that portion of Grantor's Property described on Exhibit "C" (the "Servient Estate") for the purpose of ingress and egress to and from Grantee's Property as the dominant estate. It may not be used for above or underground utilities. Use of the Easement is limited to ingress and egress that serves those activities now carried out on Grantor's Property which consist of cattle grazing and ranching, hunting, and forestry, all as defined below (the "Current Usage"), and activities that result in no greater degree, frequency, or burden of usage of the Easement than does the Current Usage. No activities or improvements to the Easement shall be made that will adversely affect the general conservation value of the Grantor's Property, or its value specifically for panthers; provided that Grantee shall be permitted to keep such access open and useable. Grantor retains, and shall have the right to use, the Servient Estate in any and all ways that are not inconsistent with and that do not unreasonably interfere with the Easement.

2. Cattle grazing and cattle ranching mean the use of Grantee's Property as pasture for cattle feeding and sustenance, as well as all activities that are usually and customarily associated therewith based on accepted agricultural practices, as from time to time exist.

Forestry means the periodic thinning, clearing, and harvesting of trees and vegetation that naturally grow on the Grantee's Property. Hunting means non-commercial recreational hunting, shooting and trapping of wildlife as exists on Grantee's Property.
3. Grantor covenants that it has the right to grant, convey and declare the Easement, and that Grantee shall have quiet and peaceful use, enjoyment and possession thereof.

4. The Easement granted herein is appurtenant to and shall run in favor of Grantee and its successors in title to the Grantee’s Property and shall be binding upon Grantor and its successors in title to the Servient Estate. Grantee and its successors in title to the Grantee’s Property agree not to seek an expansion of access rights for future development or any other use.

5. Grantor and any successor owner of Grantor’s Property has the right, from time to time, to relocate the Easement from the Servient Estate to a new location so long as it provides substantially comparable access to Grantee’s Property. In such case, Grantee, its successors and assigns, shall execute a consent to the termination of the Easement upon its relocation and replacement of the Easement by Grantor (hereinafter “Replacement Easement”). The Replacement Easement must be of substantially the same quality and practicability as the Easement granted herein. Grantor agrees to assume any expense directly related to the relocation of the Easement and any improvements to the Replacement Easement.

6. The cost of maintaining the Easement shall be shared equally between Grantor and Grantee. The Easement shall be maintained as a lime rock or similar semi-improved rural road as the road within it has been historically used. The Grantee shall be responsible to keep the north-south leg of the Easement on its western end clear of vegetation and other obstructions, as may interfere with its use by Grantee.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date and year first above written.

Signed and delivered in our presence:

\[Signature\]
Witness #1
Richard C. Grant

Printed name of witness #1
D.B. White

Witness #2
Jennifer B. White
Printed name of witness #2

GRANTOR:
Lake Trafford Ranch, LLLP

By: \[Signature\]
Thomas M. Taylor

By: \[Signature\]
Christopher L. Allen
As its sole general partner

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24th day of February 2009, by Thomas M. Taylor, as general partner of Lake Trafford Ranch, LLLP, a Florida limited liability limited partnership, who is personally known to me or who produced as identification.

(SEAL)

Notary Public - State of Florida

Printed Name of Notary
My Commission Expires:

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 24th day of February 2009, by Christopher L. Allen, as general partner of Lake Trafford Ranch, LLLP, a Florida limited liability limited partnership, who is personally known to me or who produced as identification.

(SEAL)

Notary Public - State of Florida

Printed Name of Notary
My Commission Expires:

Page 3 of 3
Property Tax Identification Number: 00052360002

A parcel of land lying in the East Half (E½) of the East Half (E½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 22, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 46 South, Range 28 East, Collier County, Florida; thence run S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22 for a distance of 1320.36 feet to the Point of Beginning of the parcel of land herein described; thence continue S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22, for a distance of 330.09 feet; thence run N 00°05'18" W for a distance of 1342.51 feet; thence run N 88°58'31" E for a distance of 330.12 feet; thence run S 00°31'14" E, for a distance of 1342.44 feet to the Point of Beginning; containing 10.17 acres, more or less.

Property Tax Identification Number: 00052440003

A parcel of land lying in the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 22, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 46 South, Range 28 East, Collier County, Florida; thence run S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22 for a distance of 1320.36 feet to the Point of Beginning of the parcel of land herein described; thence continue S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22, for a distance of 660.19 feet to the South Quarter corner of said Section 22; thence run S 88°59'47" W along the south line of the southwest quarter of said Section 22, for a distance of 1321.80 feet; thence run N 00°31'14" E for a distance of 1342.51 feet; thence run N 88°58'31" E; for a distance of 660.24 feet; thence run S 00°31'22" E for a distance of 1342.98 feet to the Point of Beginning; containing 61.13 acres, more or less.

AND

Property Tax Identification Number: 00052680009

The Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 26, Township 46 South, Range 28 East, Collier County, Florida; containing 40.38 acres more or less.

AND

Property Tax Identification Number: 00053000002

All of Section 28, Township 46 South, Range 28 East, Collier County, Florida; containing 645.47 acres more or less.

AND
Property Tax Identification Number: 00053920001

The Northwest Quarter (NW\(\frac{1}{4}\)) of the Northeast Quarter (NE\(\frac{1}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)) of Section 35, Township 46 South, Range 28 East, Collier County, Florida; containing 10.09 acres more or less.

AND

Property Tax Identification Number: 00052640007

A parcel of land located in a portion of Section 26, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

The West Half (W\(\frac{1}{2}\)) of Section 26, Township 46 South, Range 28 East, Collier County, Florida, less the North 1451.35 feet thereof and less the Southeast Quarter (SE\(\frac{1}{4}\)) of the Southwest Quarter (SW\(\frac{1}{4}\)) of said Section 26, and less that parcel of land, as described and recorded in Official Records Book 2585 at Page 2735 through 2737, owned by South Florida Water Management District with Tax Folio Number 00052640007, containing 185.91 acres, more or less.

AND

Property Tax Identification Number: 00052960004

All of Section 27, Township 46 South, Range 28 East, Collier County, Florida; containing 843.59 acres more or less.

AND

Property Tax Identification Number: 00053200008

All of Section 28, Township 46 South, Range 28 East, Collier County, Florida; containing 708.33 acres more or less.

AND

Property Tax Identification Number: 00053840000 00054040003

The East Half (E\(\frac{1}{2}\)) of the East Half (E\(\frac{1}{2}\)) of the Northeast Quarter (NE\(\frac{1}{4}\)); and the Northeast Quarter (NE\(\frac{1}{4}\)), less the East 30 feet and the Northern 30 feet for public road right-of-way per dedication thereof recorded in Plat Book 12, Page 67 (known as Pepper Road), Section 35, Township 46 South, Range 28 East, Public Records of Collier County, Florida, less 2.28 acres in the Northeast Quarter (NE\(\frac{1}{4}\)) described in Deed recorded in Official Records Book 1934, Page 218; also less the real property described in Quit Claim Deed recorded in Official Records Book 49, Page 4; and in Official Records Book 280, Page 480; and in Official Records Book 282, Page 283; and in Official Records Book 289, Page 910; all of the Public Records of Collier County, Florida;

AND

The Southwest Quarter (SW\(\frac{1}{4}\)) of the Northwest Quarter (NW\(\frac{1}{4}\)); and the West Half (W\(\frac{1}{2}\)) of the Southeast Quarter (SE\(\frac{1}{4}\)) of the Northeast Quarter (NW\(\frac{1}{4}\)); and the Southwest Quarter (SW\(\frac{1}{4}\)) of the Northeast Quarter (NE\(\frac{1}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)); and the South Half (S\(\frac{1}{2}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)); and the Northwest Quarter (NW\(\frac{3}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)); and the West Half (W\(\frac{1}{2}\)) of the Northeast Quarter (NE\(\frac{1}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)) of the Northwest Quarter (NW\(\frac{3}{4}\)) of Section 35, Township 46 South, Range 28 East, Collier County, Florida; containing 208.83 acres, more or less.

The fore mentioned parcels equates to 2,511.90 acres, more or less.
All of Sections 3, 4 and the North ¼ of Section 5, Township 47 South, Range 28 East, Collier County, Florida.
LEGAL DESCRIPTION:

A 15.00 FOOT WIDE STRIP OF LAND LOCATED IN A PORTION OF SECTIONS 26, 27, 28, 33 AND 35, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, THENCE RUN S.00°58'38"E., ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, FOR A DISTANCE OF 30.00 FEET; THENCE RUN S.89°01'22"W., FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE RUN N.00°58'38"W., PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, FOR A DISTANCE OF 29.98 FEET; THENCE RUN N.01°09'15"W., PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, FOR A DISTANCE OF 1238.43 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 90°06'24", SUBTENDED BY A CHORD OF 113.24 FEET AT A BEARING OF N.45°12'27"W., FOR A DISTANCE OF 125.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.88°44'21"W., FOR A DISTANCE OF 2414.34 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 355.00 FEET, THROUGH A CENTRAL ANGLE OF 90°32'26", SUBTENDED BY A CHORD OF 191.82 FEET AT A BEARING OF N.45°59'26"W., FOR A DISTANCE OF 413.33 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°43'13"W., FOR A DISTANCE OF 1122.75 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 90°34'20", SUBTENDED BY A CHORD OF 99.49 FEET AT A BEARING OF N.46°00'23"W., FOR A DISTANCE OF 110.65 FEET TO THE END OF SAID CURVE; THENCE RUN S.88°42'26"W., FOR A DISTANCE OF 1829.65 FEET; THENCE RUN N.88°23'51"W., FOR A DISTANCE OF 333.91 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 55°08'22", SUBTENDED BY A CHORD OF 115.71 FEET AT A BEARING OF S.64°01'58"W., FOR A DISTANCE OF 120.30 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°27'47"W., FOR A DISTANCE OF 64.98 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'01", SUBTENDED BY A CHORD OF 145.14 FEET AT A BEARING OF S.57°44'18"W., FOR A DISTANCE OF 148.53 FEET TO THE END OF SAID CURVE; THENCE RUN S.79°00'48"W., FOR A DISTANCE OF 196.62 FEET; THENCE RUN S.86°34'54"W., FOR A DISTANCE OF 1589.15 FEET; THENCE RUN S.85°42'33"W., FOR A DISTANCE OF 1968.01 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE...
TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 116°18'47", SUBTENDED BY A CHORD OF 144.41 FEET AT A BEARING OF S.27°33'10"W., FOR A DISTANCE OF 172.55 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 468.01 FEET, THROUGH A CENTRAL ANGLE OF 22°24'56", SUBTENDED BY A CHORD OF 181.93 FEET AT A BEARING OF S.19°23'46"E., FOR A DISTANCE OF 183.10 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2260.02 FEET, THROUGH A CENTRAL ANGLE OF 8°52'44", SUBTENDED BY A CHORD OF 349.87 FEET AT A BEARING OF S.03°44'56"E., FOR A DISTANCE OF 350.22 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5352.89 FEET, THROUGH A CENTRAL ANGLE OF 2°11'42", SUBTENDED BY A CHORD OF 205.70 FEET AT A BEARING OF S.00°24'25"E., FOR A DISTANCE OF 205.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 316.91 FEET, THROUGH A CENTRAL ANGLE OF 20°16'29", SUBTENDED BY A CHORD OF 111.56 FEET AT A BEARING OF S.11°38'31"E., FOR A DISTANCE OF 112.14 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 680.74 FEET, THROUGH A CENTRAL ANGLE OF 17°14'47", SUBTENDED BY A CHORD OF 174.14 FEET AT A BEARING OF S.13°09'22"E., FOR A DISTANCE OF 174.80 FEET TO THE END OF SAID CURVE; THENCE RUN S.04°31'58"E., FOR A DISTANCE OF 310.08 FEET; THENCE RUN S.00°36'32"E., FOR A DISTANCE OF 140.46 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 152.13 FEET, THROUGH A CENTRAL ANGLE OF 37°24'10", SUBTENDED BY A CHORD OF 87.56 FEET AT A BEARING OF S.19°18'37"E., FOR A DISTANCE OF 99.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 33°50'05", SUBTENDED BY A CHORD OF 116.40 FEET AT A BEARING OF S.21°05'39"E., FOR A DISTANCE OF 118.11 FEET TO THE END OF SAID CURVE; THENCE RUN S.04°10'38"E., FOR A DISTANCE OF 984.89 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 21°37'17", SUBTENDED BY A CHORD OF 37.51 FEET AT A BEARING OF S.14°59'15"E., FOR A DISTANCE OF 37.74 FEET TO THE END OF SAID CURVE; THENCE RUN S.25°47'53"E., FOR A DISTANCE OF 365.34 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, THROUGH A CENTRAL ANGLE OF 63°11'57", SUBTENDED BY A CHORD OF 602.58 FEET AT A BEARING OF S.05°48'05"W., FOR A DISTANCE OF 634.24 FEET TO THE END OF SAID CURVE; THENCE RUN S.37°24'03"W., FOR A DISTANCE OF 1123.09 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 329.61 FEET, THROUGH A CENTRAL ANGLE OF 67°05'00", SUBTENDED BY A CHORD OF 364.24 FEET
AT A BEARING OF S.03°51'33"W., FOR A DISTANCE OF 385.91 FEET, TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 171.86 FEET, THROUGH A CENTRAL ANGLE OF 29°55'47", SUBTENDED BY A CHORD OF 88.76 FEET AT A BEARING OF S.14°43'04"E., FOR A DISTANCE OF 89.77 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 351.56 FEET, THROUGH A CENTRAL ANGLE OF 8°10'28", SUBTENDED BY A CHORD OF 501.28 FEET AT A BEARING OF S.03°50'23"E., FOR A DISTANCE OF 501.68 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 410.14 FEET, THROUGH A CENTRAL ANGLE OF 31°19'23", SUBTENDED BY A CHORD OF 221.44 FEET AT A BEARING OF S.07°44'05"W., FOR A DISTANCE OF 224.22 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 189.86 FEET, THROUGH A CENTRAL ANGLE OF 31°02'51", SUBTENDED BY A CHORD OF 102.63 FEET AT A BEARING OF S.07°52'21"W., FOR A DISTANCE OF 102.88 FEET TO THE END OF SAID CURVE, THENCE RUN S.07°39'05"E., FOR A DISTANCE OF 287.90 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1024.51 FEET, THROUGH A CENTRAL ANGLE OF 31°25'43", SUBTENDED BY A CHORD OF 594.98 FEET AT A BEARING OF S.23°21'59"E., FOR A DISTANCE OF 591.98 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 441.77 FEET, THROUGH A CENTRAL ANGLE OF 67°43'42", SUBTENDED BY A CHORD OF 492.34 FEET AT A BEARING OF S.05°12'56"E., FOR A DISTANCE OF 492.22 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 46°12'48", SUBTENDED BY A CHORD OF 156.98 FEET AT A BEARING OF S.05°32'31"W., FOR A DISTANCE OF 161.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 52°50'41", SUBTENDED BY A CHORD OF 311.49 FEET AT A BEARING OF S.08°51'28"W., FOR A DISTANCE OF 322.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.35°16'48"W., FOR A DISTANCE OF 298.12 FEET; TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 19°36'39", SUBTENDED BY A CHORD OF 170.30 FEET AT A BEARING OF S.45°05'08"W., FOR A DISTANCE OF 171.14 FEET TO THE POINT OF TERMINATION; CONTAINING 6.938 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS RESERVATIONS OR RESTRICTIONS OF RECORD

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE NORTHWEST QUARTER
OF SECTION 35, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA AS BEING S.00°58'38"E.
SIDELINES OF THE HERIN DESCRIBED CENTERLINE ARE TO BE LENGTHENED OR SHORTENED TO MEET THE ANGLE POINTS FORM AND TO A LINE WHICH RUNS PERPENDICULAR TO THE POINT OF BEGINNING AND TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA WHICH BEARS N.88°22'39"E. TO THE POINT OF TERMINATION.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY THOMAS M. MURPHY
STATE OF FLORIDA

CLERK OF THE CIRCUIT COURT

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Dear Ms. Hennig:

Thank you for your telephone call to the U.S. Fish and Wildlife Service (Service) on January 31, 2011, during which you inquired about the potential panther habitat value associated with the Pepper Ranch property (Ranch). We understand Pepper Ranch is a 2,500 acre property located in Sections 22, 26, 27, 28, 33, and 35, Township 46 South, Range 28 East in Immokalee, Collier County, Florida. We also understand the County is contemplating future uses for the property including a conservation bank or a mitigation bank.

During the telephone conversation you had with Dr. Constance Cassler of this office, you indicated the previous owner of the Ranch has an easement along the unimproved road that exists through the center of the Ranch, and you were asking if we would decrease the panther habitat value of lands adjacent to the road because of the easement. We understand the agreement the County made with the previous owner is that his use of the road would not change from approximately two trips per week for activities including ranching, hunting, and timbering.

Currently, the Service does not decrease the panther habitat value of lands adjacent to unimproved roads with limited use that pass through Service approved conservation banks. It is possible we could change this practice in the future. If the County submits a project on the Ranch for Service review in the future, the Service will use the practices in place at the time of submission to evaluate the project.

We appreciate your cooperation in the effort to conserve fish and wildlife resources. If you have questions, please contact Dr. Cassler at 772-562-3909, extension 243.

Sincerely yours,

Paul Souza
Field Supervisor
South Florida Ecological Services Office