

This instrument Prepared by:

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Dean, Mead, Minton & Zwemer
1903 S. 25th Street, Suite 200
Fort Pierce, Florida 34947

Tract: Adams Ranch SSA

STEWARDSHIP EASEMENT AGREEMENT

THIS STEWARDSHIP EASEMENT is granted this ___ day of _____, 2007, by **Adams Ranch, Inc.**, a Florida corporation, whose address is P.O. Box 12909, Fort Pierce, FL 34979-2909, (“Grantor”), to **St. Lucie County**, a political subdivision of the State of Florida (the “County”), and **Florida Department of Agriculture and Consumer Services**, (collectively, “Grantees”).

WITNESSETH:

WHEREAS, the State of Florida has authorized, through Florida Statutes Section 163.3177(11) the creation of rural land stewardship areas; areas designated in cooperation between private land owners and local governments to protect significant environmentally valuable areas and maintain the economic viability of agricultural land uses by permanently removing development and other rights from areas targeted for preservation, and allowing those rights to be transferred to other designated areas (“Receiving Areas”) within a rural lands stewardship area where development may proceed according to strict guidelines.

WHEREAS, St. Lucie County has established a Rural Lands Stewardship Area Zoning District (“RLSA District”) overlay which restricts the use of property within the RLSA District; and

WHEREAS, Grantor is the owner of approximately Eleven Thousand, Three Hundred Twenty-Seven (11,327) acres of land situated in St. Lucie County, Florida, which is more specifically described in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”). The Property is within the “Adams Ranch” portion of the RLSA District which is approximately Sixteen Thousand Four Hundred Sixty-Six (16,466) acres ; and

WHEREAS, Grantor and St. Lucie County entered into a Stewardship Sending Area Credit Agreement (“SSA Agreement”) dated _____, which designated the Property a portion of the approximately Eleven Thousand, Eight Hundred Fifty-Five (11,855) acre “Adams Ranch SSA.” The Property, as legally described in **Exhibit “A”**, and as depicted in **Exhibit “B”** has been designated as a “Stewardship Sending Area” (“SSA”) and certain types of land uses (“Land Use Layers”) have been permanently removed from the Property in accordance with Section 4.05.07 of the St. Lucie County Land Development Code (“LDC”), pursuant to that certain Stewardship Sending Area Credit Agreement between Grantor and County, dated the ___ day of _____, 2007; and

WHEREAS, the SSA Agreement and Section 4.05.07.C.7 of the LDC require Grantor to provide a perpetual Stewardship Easement identifying the specific land management measures for the Adams Ranch SSA and the party responsible for such measures; and

WHEREAS, in exchange for the designation of the Property as SSA and the permanent removal of the Land Use Layers, the County has granted and assigned to Grantor thirty-five thousand eight hundred eighty-eight and four hundredths (35,888.04) Stewardship Credits which may be transferred to a Stewardship Receiving Area within the Rural Lands Stewardship Area Zoning District; and

WHEREAS, the purposes of this Stewardship Easement are (1) to designate the allowed and prohibited uses of the Property consistent with the terms of the SSA Agreement (2) to identify specific land management measures and the party responsible, and (3) to provide for enforcement of its terms.

NOW, THEREFORE, in consideration of the designation of the Property as Stewardship Sending Area, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, conveys and establishes a perpetual nonexclusive Stewardship Easement for and in favor of the Grantees upon the property described in **Exhibit "A"**, which shall run with the land and be binding upon the Grantor, its successors and assigns in interest and in title (collectively, "Owner"), and shall remain in full force and effect forever. It is agreed as follows:

1. The above recitals are incorporated by reference as if repeated verbatim herein. All exhibits named are made a part of this document.

2. **Exhibit "C"** depicts the three thousand four hundred thirty-one and three tenths (3,431.3) acres within the Adams Ranch SSA, of which three thousand four hundred fourteen and six hundredths (3,414.06) acres are within the Property, where three (3) Land Use Layers are hereby permanently eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 4.05.07.B.7 of the LDC:

- (a) Residential Land Uses, also described as Land Use Layer 1.
- (b) General and Conditional Uses, also described as Land Use Layer 2.
- (c) Earth Mining and Processing Uses, also described as Land Use Layer 3.

3. **Exhibit "C"** depicts the eight thousand four hundred sixty and nineteen hundredths (8,460.19) acres within the Adams Ranch SSA, of which seven thousand nine hundred fifty-four and ninety-four hundredths (7,954.94) acres are within the Property, where the following four (4) Land Use Layers are hereby permanently eliminated and the Property is henceforth prohibited from being utilized for the following land uses, as defined in Section 4.05.07.B.7 of the LDC:

- (a) Residential Land Uses, also described as Land Use Layer 1.

- (b) General and Conditional Uses, also described as Land Use Layer 2.
- (c) Earth Mining and Processing Uses, also described as Land Use Layer 3.
- (d) Agriculture - Group 1 Uses, also described as Land Use Layer 4.

All Land Use Layers referenced in paragraphs 2 and 3 hereof, are defined in Section 4.05.07.B.7 of the LDC and in the Sending Area Land Use Layer Matrix (the "Matrix") of the LDC.

4. Grantor reserves all remaining rights as owner of the Property not specifically removed hereby, including the right to engage in uses of the Property that are not inconsistent with the SSA Agreement or the intent and purposes of this Stewardship Easement. Grantor may use the Property for the land uses set forth in this paragraph:

(a) Conservation, Restoration, and Natural Resources Uses are allowed on all of the Property, including the specifics thereof set forth in Section 4.05.07.B.7 and the Matrix of the LDC.

(b) Those lands on the Property depicted in darkest green on **Exhibit "C"** as having had the first four (4) Land Use Layers permanently eliminated ("Agriculture - Group 2 Lands"), may continue to be used for Agriculture - Group 2 Uses (Land Use Layer 5) as defined in Section 4.05.07.B.7 and the Matrix of the LDC. Agriculture - Group 2 Uses cannot be converted to Agriculture - Group 1 Uses from and after the designation of such lands as an SSA.

(c) Those lands on the Property depicted in light green on **Exhibit "C"** as having the first three (3) Land Use Layers permanently eliminated ("Agriculture - Group 1 Lands"), including any ditches, ditch banks and/or roads bordering these lands, may continue to be used for Agriculture - Group 1 Uses (Land Use Layer 4); and Agriculture - Group 2 (Land Use Layer 5). Those land uses are permitted to continue, and may convert from one type of Agriculture to another, except as prohibited in (i) and (ii) below.

(i.) Those lands on the Property depicted in light green on **Exhibit “C”** and designated as Area “A” and Area “B” (“Rotational Row Crop Lands”) shall not be planted to citrus, and, if planted to vegetable row crops, may only be planted in Rotation. As used herein, “Rotation” means non-permanent plantings, limited to 25% of the total Rotational Row Crop Lands at any given time.

(ii.) Those lands on the Property depicted in light green on **Exhibit “C”** and designated as Area “C” (“Unrestricted Agriculture - Group 1 Lands”) have all rights reserved to Agriculture - Group 1 Lands.

5. The reader of this instrument in the public record is advised that the area designations on **Exhibit “C”** are in color, and that the original is on file with the County as an exhibit to the SSA Agreement.

6. The parties agree to cooperate in good faith to further the purposes behind this Agreement and to ensure compliance. To this end, the parties agree to meet, on-site if requested, at least annually to discuss compliance. After written notice of suspected violations to Owner, followed by a reasonable opportunity to cure, Grantee shall have the right to enjoin uses of the Property which are inconsistent with the terms of this Stewardship Easement Agreement or the Stewardship Sending Area Credit Agreement, and to enforce restoration of such areas which may be altered by use inconsistent with their terms. After such written notice, Owner shall permit Grantee to enter the property for the purpose of inspecting the suspected violation. For the purposes of this paragraph, the term “reasonable opportunity to cure” shall depend on the circumstances of the violation. In any event, however, the Owner must commence to cure a violation within One Hundred Twenty (120) days from the date of the violation, or take, in the Grantee’s reasonable judgment, good faith steps toward cure.

7. Owner shall protect and conserve those hammocks specifically identified on **Exhibit “C”** on Agriculture - Group 1 Lands. Owner shall continue land management measures consistent with good stewardship of the Property, including, without limitation, control of exotics consistent with best management practices. The following land management measures may be undertaken as to the Adams Ranch SSA and Owner shall be the party responsible for such measures:

(a) On Agriculture - Group 2 Lands , land management measures will include, but not be limited to, those historically utilized on the Property and/or customarily utilized in cattle ranching operations in the southeastern United States. These customary measures may include, without limitation, prescribed burning and creation of fire breaks, disking, mechanical brush control (“chopping”) and other exotic and nuisance species control, fence construction and maintenance, selective thinning of trees, and ditch and ranch road maintenance, seepage irrigation, planting and fertilization consistent with this level of agricultural use and best management practices, and other agricultural

practices customarily associated with raising of livestock and occasional removal of sod.

(b) On Agriculture - Group 1 Lands , the measures listed in 7(a) above may be utilized. In addition, without limitation, the following measures may be utilized: planting; irrigation and ditches, dikes, and pumping construction and maintenance; fertilizer and other soil enhancements, disease and insect control application; mowing and other exotic and nuisance species measures; farm road construction and maintenance; and other practices historically utilized on the Property and/or customarily associated with silviculture, aquaculture, raising of ornamentals and farming citrus or vegetables in the southeastern United States.

8. Grantees shall not be responsible for any costs or liabilities related to the operation of or land management measures for the Property.

9. Owner shall pay any and all real property taxes and assessments levied by competent authority on the Property.

10. References to the LDC are to those provisions of Section 4.05.00 of the St. Lucie County Land Development Code in existence as of the date of this Stewardship Easement Agreement and those LDC provisions, as of the effective date, shall control as to all rights, obligations, implementation, entitlements, land uses eliminated and permitted, and interpretations, requirements, or issues relating thereto, notwithstanding any future amendments thereto. This Stewardship Easement has been established through the St. Lucie County Rural Lands Stewardship Program, pursuant to Florida Statutes Section 163.3177(11), and is neither a “required preserve area” nor a “deeded conservation easement” under the terms of LDC Chapter VI, Resource Protection Standards.

11. Enforcement of the terms and provisions of this Stewardship Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise its rights hereunder in the event of any breach hereof by Grantors shall not be deemed or construed to be a waiver of Grantees’ rights hereunder. All costs and reasonable attorneys’ fees incurred in enforcing, judicially or otherwise, the terms and restrictions of this Stewardship Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

12. Grantees will hold this Stewardship Easement for the purposes set forth herein and to ensure compliance with the terms hereof. Grantees will not assign their rights and obligations under this Stewardship Easement except to another organization specifically authorized to hold such interests under the applicable state laws, with the consent of Grantor or its successors and/or assigns.

13. If any provision of this Stewardship Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Stewardship Easement shall not be affected thereby, so long as the purpose of the Stewardship Easement is preserved.

14. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated hereinbelow for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth hereinbelow, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

TO GRANTOR

ADAMS RANCH, INC.
Att: Michael L. Adams, President
P.O. Box 12909
Fort Pierce FL 34979-2909

TO GRANTEE

St. Lucie County
Att: County Attorney
2300 Virginia Ave.
Fort Pierce FL 34982

Fla. Dept. of Agricultural and
Consumer Services
Att:

Any party hereto may, from time to time, give to the other party written notice, in the manner provided for herein, of some other address to which communications to such party shall be sent, in which event, notices to such party shall be personally delivered or sent in the manner set forth hereinabove to such address.

15. This Agreement shall be governed by and construed in accordance with The laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the venue of such action shall lie exclusively within the 19th Judicial Circuit in St. Lucie County. In the event that either party hereto shall institute legal proceedings in connection with or for the enforcement of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs and expenses, to be taxed by a court of competent jurisdiction, which are directly related to any court trial and appellate proceedings.

16. This Stewardship Easement may be amended, altered, released or revoked only by written agreement of both Grantor and Grantees, which shall be filed in the Public Records of St. Lucie County.

[SIGNATURE PAGE TO FOLLOW]

TO HAVE AND TO HOLD unto Grantees, their successors and assigns forever. These covenants, terms, conditions, restrictions and purposes imposed with this Stewardship Easement shall not only be binding upon Grantor, but also its successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey this Stewardship Easement; and that Grantor hereby fully warrants title to the Stewardship Easement hereby conveyed and will defend same against the lawful claims of all persons whomsoever.

Witnesses:

Adams Ranch, Inc., a Florida corporation

Print Name: _____

By: _____
Michael L. Adams, President

[Corporate Seal]

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by MICHAEL L. ADAMS, as President of Adams Ranch, Inc. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____
_____.

{Notary Stamp}

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

[Legal Description of Property]

EXHIBIT "B"

[Graphic Depiction of Property]

EXHIBIT "C"

[Graphic Depiction of Adams Ranch SSA With All Areas Where Land Use Layers Are
Removed]