

AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND,
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (BIG CYPRESS BASIN)**

**AND
COLLIER COUNTY, FLORIDA**

This AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____, 2003, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter "STATE"), the South Florida Water Management District, (hereinafter referred to as "DISTRICT"), and Collier County, a political subdivision of the State of Florida, (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, DISTRICT and STATE have acquired certain land located in Collier County in an area known as the Southern Golden Gate Estates for wetlands restoration and as part of the Everglades Restoration Project (hereinafter "Project"); and

WHEREAS, COUNTY holds certain right-of-way easements in trust for the public by virtue of the subdivision plat dedications and other grants within this area and has, over a thirty year period, constructed bridges and improved and maintained these roadways for the benefit of the public; and

WHEREAS, COUNTY has expended millions of taxpayer's dollars for these improvements and for the maintenance of these roadways and has estimated the value of these easements and the improvements thereupon at approximately 38 million dollars and depreciated same to 17.5 million dollars; and

WHEREAS, STATE has petitioned the COUNTY to relinquish all interest and right it has in these roadways to the State of Florida for purposes of its project; and

WHEREAS, COUNTY is desirous of assisting in the Project and has scheduled and noticed a public hearing for consideration by the Board of County Commissioners of the vacation of these roadways; and

WHEREAS, the vacation of these roadways in furtherance of this Project will enhance the surrounding wetlands and facilitate the preservation of wetlands in the Southern Golden Gates Estates; and

WHEREAS, the Big Cypress Basin, a sub-district of the DISTRICT, (hereinafter referred to as the "BCB") supports the DISTRICT and STATE and is committed to meeting the obligations contained herein but is without statutory authority to contract independently of the DISTRICT; and

WHEREAS, DISTRICT, BCB, and STATE to the extent it may have an interest in lands managed by DISTRICT or BCB and identified for this purpose, are willing to transfer to COUNTY 640 acres of contiguous unimproved land to be used for Collier County residents for recreational purposes in exchange for the vacation of these roadways; and

WHEREAS, the acquisition of 640 acres, whether directly or indirectly by DISTRICT, or BCB for the purposes set forth herein, will further this Project and constitutes a public purpose as contemplated by Chapter 373; and

WHEREAS, because of the importance of the secondary canal system to the overall water management mission of the BCB, the DISTRICT, through the budget of the BCB, is willing to dedicate \$1 million from the BCB budget to Collier County for maintenance, repair and operation of the secondary canal system in Collier County over a period of twenty years or until the District assumes all responsibility for the operation and maintenance of the secondary canal system, whichever occurs first; and

WHEREAS, the parties desire to enter into a binding agreement which will provide for and govern the transfer of property and allocation of funds if the County vacates, terminates or releases its interest and right in certain roadways located within the Southern Golden Gate Estates; and

WHEREAS, the parties intend that the COUNTY will enter into this Agreement if and only if the COUNTY, after having considered the request for vacation at a public meeting, has determined that it will approve the request and adopt a resolution vacating and renouncing all interest in the roadways described herein.

NOW, THEREFORE, in consideration of the benefits flowing from each to the other, STATE, DISTRICT, BCB and COUNTY agree as follows:

1. The above recitals are true and correct and are incorporated herein as a part of this Agreement.
2. COUNTY shall, simultaneous with the entry into this Agreement, adopt resolution vacating and releasing its interest in all roadways identified in "Exhibit A," attach hereto and incorporated herein, in accordance with Chapter 336, Florida Statutes.
3. DISTRICT, on behalf of and through the budget of its Big Cypress Basin, will dedicate annually one million dollars of its funding annually to the operation, maintenance and repair of the secondary canal system in Collier County. This allocation of dollars will commence in budget year 2004 and continue for a period of

twenty (20) years or until such time as DISTRICT, through the budget of its Big Cypress Basin, assumes all responsibility for the operation and maintenance of the secondary canal system, whichever occurs first. BCB and COUNTY will coordinate with one another and agree as to how these funds are spent each year. Notwithstanding the foregoing, funding for each applicable fiscal year of this Agreement is subject to Big Cypress Basin Board and DISTRICT Governing Board annual budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this portion of the Agreement will terminate as to this obligation. The parties hereto acknowledge and agree that the maintenance and operation of the secondary canal system in Collier County is a project of extreme importance to the overall water management system in Big Cypress Basin; consequently DISTRICT and BCB agree to make every reasonable effort to meet this funding obligation every year, and shall not unreasonably withhold allocation of this monetary commitment in its annual budget. The parties agree that this paragraph will constitute a severable portion of this Agreement so that the failure of DISTRICT to fulfill this provision will not terminate or release DISTRICT and STATE from other obligations set forth in this Agreement.

4. DISTRICT and/or BCB will convey, or cause to be conveyed, at no cost to COUNTY, fee simple interest to 640 contiguous acres, more and less, of unimproved land to COUNTY no later than October 1, 2005. The land shall be suitable for recreational purposes, including, but not limited to, recreational ATV use, and must be acceptable to the COUNTY. The COUNTY agrees not to unreasonably withhold approval of the land tendered by the DISTRICT.

5. DISTRICT and BCB acknowledge and agree that the dedication of dollars for the maintenance and repair of the secondary canal system in Collier County and for the acquisition of 640 acres of land, as both are contemplated by this Agreement, are statutorily-authorized expenditures.

6. The COUNTY will release, terminate or disclaim any interest it has in the rights-of-way in portions of that roadway known as Janes Scenic Drive (commencing just south of the Harmon Brothers rock pit and continuing to its northernmost terminus) as more particularly described in Exhibit "B" attached hereto. As a condition of this abandonment of Janes Scenic Drive, STATE and DISTRICT agree to provide access from Janes Scenic Drive to Lee County Electric for purposes of maintaining its facilities and, if requested by utility, STATE will provide a replacement easement of sufficient width for the maintenance, repair and operation of its existing facilities. Moreover STATE and DISTRICT agree to provide access to and from Janes Scenic Drive to the City of Everglades wellfield as such access currently exists. County acknowledges that not all portions of Janes Scenic Drive will revert to STATE or DISTRICT after COUNTY vacates Janes Scenic Drive, and that STATE and DISTRICT shall have no duty to perform under the provisions of this paragraph 6 as to those portions of the right-of-way not under their ownership and control subsequent to the vacation of the rights-of-way.

7. COUNTY will release, terminate or disclaim any interest it has in the Miller Boulevard Extension, more particularly described in Exhibit "B," and agrees to execute

any documents deemed necessary by the DISTRICT and/or STATE to fully release or terminate its interest in this right-of-way. The County's release of any interest it has in Miller Boulevard Extension and execution of any related documents shall be contingent upon the agreement of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and its agent the Department of Environmental Protection entering into a stipulated dismissal of the lawsuit styled *Collier County v. Sheldon C. Marshall, Jr., et. al.*, Case No. 99-2009-CA-TB, Twentieth Judicial Circuit Court of In and For Collier County, Florida, pursuant to which each party shall bear its own costs and attorney's fees and release the other of any and all related claims.

8. The STATE and DISTRICT agree to maintain those roadways contained within the project area and identified on Exhibit "C", attached hereto, in the following manner:

(a) All "primary, all weather roads" (represented by solid line on Exhibit "C") will be maintained above-grade and will be open to the traveling public 24-hours a day, seven days a week.

(b) "Secondary, dry season" roads (represented by a dashed line on Exhibit "C") will be stabilized and maintained at or below grade and will be open to the general public weather permitting, as noticed by the Division of Forestry. For those landowners of improved property whose only access is via one of these secondary dry season roads, they will be provided access 24-hours a day, seven days a week.

(c) Notwithstanding the foregoing, DISTRICT agrees that safe vehicular access will be provided to all homeowners within the Project Area at all times.

(d) STATE and DISTRICT will provide access to Sprint and Florida Power & Light from those roadways designated as "primary, all weather roads" to all telephone and electric facilities located within these rights-of-way. If requested, STATE will provide a replacement easement to Sprint and FPL of sufficient dimensions to provide for the continued maintenance, repair and operation of these utilities. This provision will not be construed as requiring the granting of easements or licenses for the expansion of such facilities. County acknowledges that not all portions of Janes Scenic Drive will revert to STATE or DISTRICT after COUNTY vacates Janes Scenic Drive, and that STATE or DISTRICT shall have no duty to perform under the provisions of this paragraph 8(d) as to those portions of the right-of-way not under their ownership and control subsequent to the vacation of the rights-of-way.

9. DISTRICT and/or STATE agree that the general public will be given access for recreational uses on lands within the Project Area and in the adjoining Picayune Forest. As part of this commitment the Picayune Strand State Forest Recreation Program will provide for dispersed recreational opportunities and will recognize the following uses as compatible with resource protection and passive recreation: horseback riding; fishing; off-road bicycling; hiking; primitive camping; some types of hunting; wildlife viewing and nature study. The Division of Forestry is currently evaluating the potential of an off-highway vehicle area and a gun range. All uses must be consistent with the resource management plan, and use best management practices (BMPs) to protect the

resources. The Collier County Commissioner of the District in which Picayune Strand State Forest is located will be requested to participate as a member of the Management Plan Advisory Group. This is consistent with s. 259.032 of the Florida Statutes. Routes of all trails and facilities will be adjusted if parcels are not acquired as anticipated or based on the areas affected by hydrological restoration. Fees will be charged for some uses, and rules established in accordance with 51-4 of the Florida Administrative Code, and Policy 520 (Forest Recreation Management).

10. STATE will provide Collier County with access to the gate north of I-75 at Everglades Boulevard either by providing key access or by establishing a protocol suitable to permit emergency access for emergency medical and fire rescue and control personnel, equipment and vehicles from I-75 to Everglades Boulevard.

11. The laws of the State of Florida shall govern all aspects of this Agreement.

12. By execution of this Agreement, the COUNTY, DISTRICT and STATE are not assuming any liabilities or duties whatsoever, for the other, which may then exist or have previously accrued to third parties, including, but not limited to, personal injury, property damage, inverse condemnation, etc., resulting from either party's ownership, operation or control over the property that is the subject of this Agreement.

13. This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by all parties and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and/or assignees, whenever the context so requires or admits.

14. The effective date of this Agreement will be the date last signed by one of the parties.

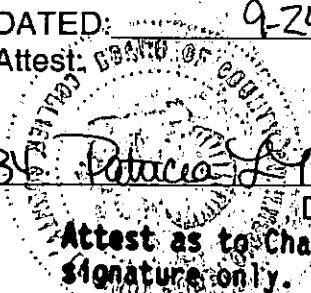
15. DISTRICT and STATE, by signing below, represent that each has the authority to enter into this Agreement, and that the performance contemplated by this Agreement is lawful, serves a public purpose and provides a public benefit. In the event any portion of this Agreement shall be held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate and severable provision, and such holding will not affect the validity of the remaining portions of this Agreement. The STATE's obligation to pay under the provisions of this agreement is contingent upon an annual appropriation by the Legislature.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be duly executed.

AS TO COUNTY:

DATED: 9-24-03

Attest:


BY: Patricia L. Morgan, DC
Deputy Clerk
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

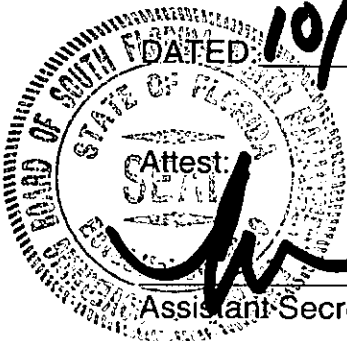
BY:

[Signature]
TOM HENNING, Chairman
9-24-03

Attest as to form & legal sufficiency

[Signature]
Assistant County Attorney
Ellen T. Chadwell

AS TO DISTRICT:

10/8/03

Attest:
[Signature]
Assistant Secretary

South Florida Water Management District,
BY ITS GOVERNING BOARD

BY:

[Signature]

, Chairman

Form Approved By:

MSB atalies
South Florida Water Management
District Counsel

Date: 9/30/03

AS TO STATE:

DATE: September 30, 2003

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND



**PLATTED ROADWAYS
SOUTHERN GOLDEN GATE ESTATES**

Those road rights of way dedicated to the public in the following subdivisions known as Golden Gate Estates, recorded in the public records of Collier County, Florida as follows:

Unit 98, GGE, Plat Book 7, Page 97;
Unit 98A (replat), GGE, Plat Book 9, Page 44;
Unit 99, GGE, Plat Book 7, Page 33;
Unit 99A (replat), GGE, Plat Book 9, Page 44;
Unit 100, GGE, Plat Book 5, Page 33;
Unit 100A (replat), GGE, Plat Book 7, Page 107;
Unit 101, GGE, Plat Book 5, Page 34;
Unit 102, GGE, Plat Book 7, Page 34;
Unit 103, GGE, Plat Book 7, Page 98;
Unit 104, GGE, Plat Book 7, Page 35;
Unit 105, GGE, Plat Book 7, Page 99;
Unit 106, GGE, Plat Book 7, Page 36;
Unit 107, GGE, Plat Book 7, Page 37;
Unit 108, GGE, Plat Book 7, Page 38;
Unit 109, GGE, Plat Book 7, Page 39;
Unit 110, GGE, Plat Book 7, Page 40;
Unit 111, GGE, Plat Book 7, Page 41;
Unit 112, GGE, Plat Book 7, Page 42;
Unit 113, GGE, Plat Book 5, Page 35;
Unit 113A (replat), GGE, Plat Book 7, Page 106;
Unit 114, GGE, Plat Book 5, Page 36;
Unit 114A (replat), GGE, Plat Book 7, Page 105;
Unit 118, GGE, Plat Book 5, Page 37;
Unit 119, GGE, Plat Book 5, Page 38;
Unit 121, GGE, Plat Book 5, Page 39;
Unit 123, GGE, Plat Book 5, Page 40;
Unit 123A (replat), GGE, Plat Book 9, Page 106;
Unit 124, GGE, Plat Book 5, Page 41;
Unit 127, GGE, Plat Book 5, Page 42;
Unit 130, GGE, Plat Book 5, Page 43;
Unit 131, GGE, Plat Book 5, Page 44;
Unit 134, GGE, Plat Book 5, Page 45;
Unit 135, GGE, Plat Book 5, Page 46;
Unit 136, GGE, Plat Book 5, Page 47;
Unit 137, GGE, Plat Book 5, Page 48;

Unit 140, GGE, Plat Book 5, Page 49;
Unit 141, GGE, Plat Book 7, Page 43;
Unit 142, GGE, Plat Book 7, Page 44;
Unit 143, GGE, Plat Book 5, Page 50;
Unit 144, GGE, Plat Book 5, Page 51;
Unit 145, GGE, Plat Book 5, Page 52;
Unit 146, GGE, Plat Book 5, Page 53;
Unit 147, GGE, Plat Book 5, Page 54;
Replat of Tracts 114, 115, 126 & 127, Unit 147, GGE, Plat Book 5, Page 96;
Unit 148, GGE, Plat Book 7, Page 45;
Unit 149, GGE, Plat Book 7, Page 46;
Unit 150, GGE, Plat Book 5, Page 55;
Unit 151, GGE, Plat Book 9, Page 103;
Unit 152, GGE, Plat Book 5, Page 56;
Unit 153, GGE, Plat Book 5, Page 57;
Unit 154, GGE, Plat Book 5, Page 58;
Unit 155, GGE, Plat Book 5, Page 91;
Unit 156, GGE, Plat Book 5, Page 92;
Unit 157, GGE, Plat Book 5, Page 93;
Unit 158, GGE, Plat Book 9, Page 104;
Unit 159, GGE, Plat Book 5, Page 59;
Unit 160, GGE, Plat Book 7, Page 47;
Unit 161, GGE, Plat Book 7, Page 48;
Unit 162, GGE, Plat Book 7, Page 49;
Unit 163, GGE, Plat Book 7, Page 50;
Unit 164, GGE, Plat Book 7, Page 51;
Unit 165, GGE, Plat Book 9, Page 105;
Unit 166, GGE, Plat Book 5, Page 94;
Unit 167, GGE, Plat Book 5, Page 95;
Unit 171, GGE, Plat Book 7, Page 52; and
Unit 172, GGE, Plat Book 7, Page 53

Consisting of 2293 acres, more or less.

Miller Boulevard Extension

Centerline of 60' Right of Way
(approximately 1.12 miles)

Commencing at a concrete monument marking the northwest corner of Section 25, Township 51 South, Range 27 East, Collier County, Florida; thence along the north line of said Section 25, N 89°23'36" E, 1904.87 feet to the centerline of Miller Boulevard, a 100' wide road easement as shown on the plat of Golden Gate Estates Unit No. 162, a subdivision recorded in Plat Book 7, Page 49, Public Records of Collier County, Florida; thence along said centerline S 00°30'48" E, 1800.56 feet to the south line of said Golden Gate Estates Unit No. 162 and the Point of Beginning; thence S 61°13'29" W, 85.00 feet; thence S 89°49'03" W, 594.84 feet; thence S 07°49'48" W, 301.69 feet; thence S 39°07'08" W, 252.55 feet; thence S 19°26'35" W, 383.19 feet; thence S 02°50'36" E, 1169.10 feet; thence S 08°00'03" W, 849.08 feet; thence S 17°29'07" W, 329.11 feet; thence S 00°18'56" W, 654.22 feet; thence S 07°04'13" E, 205.07 feet; thence S 24°41'44" W, 971.14 feet; thence S 28°46'00" W, 200.00 feet to the northerly right of way line of U.S. 41 and the Point of Termination

SOUTHERN MAPPING TECHNOLOGY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS

4376 CORPORATE SQUARE No. 1 * NAPLES, FL 34104 * Phone (239) 643-2911 * Fax (239) 263-9099

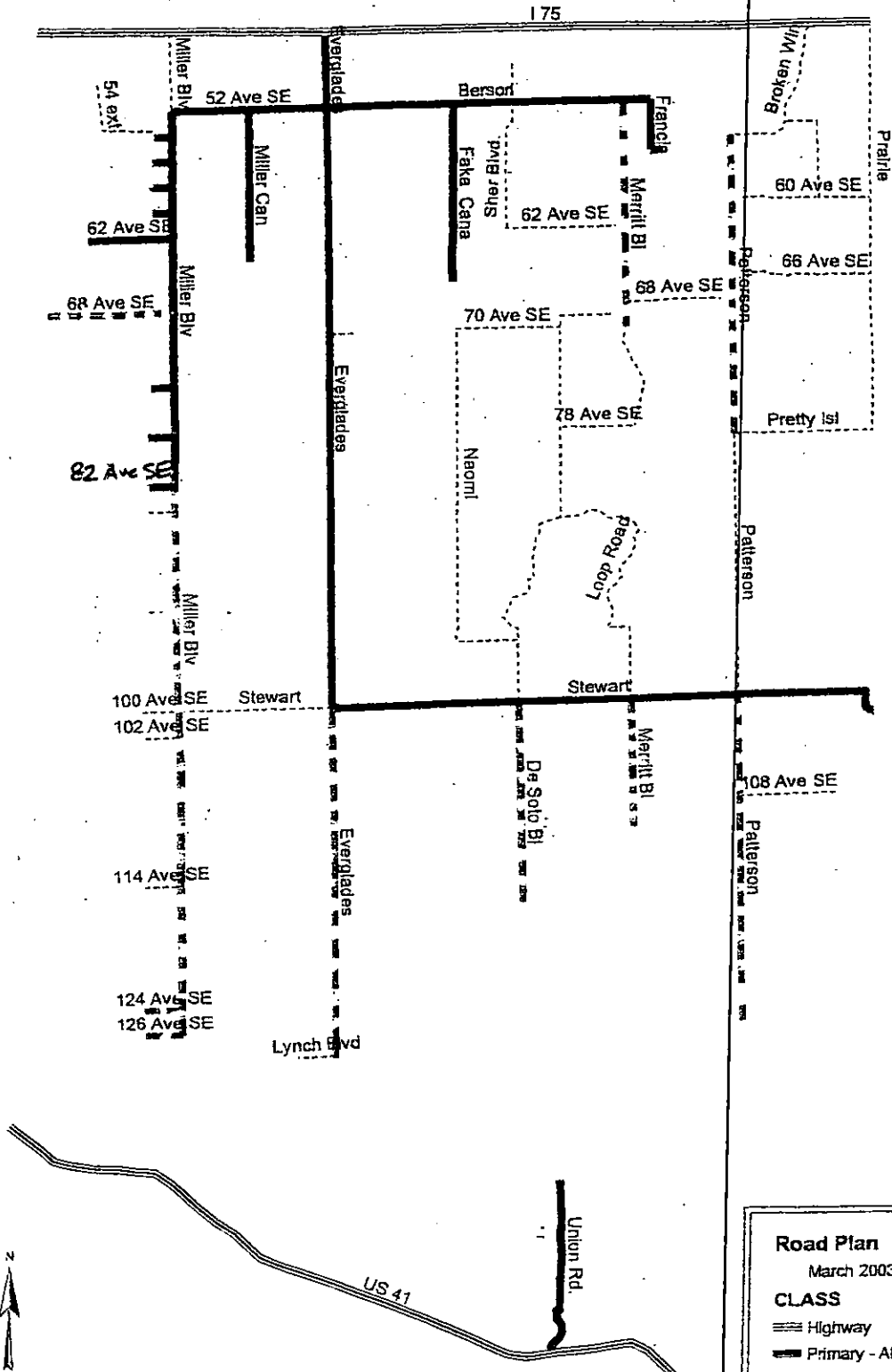
PORTION OF JANES SCENIC DRIVE

That part of Janes Scenic Drive, a 100' wide right of way, described in Quit Claim Deed recorded in O.R. Book 76, Page 394 of the Public Records of Collier County, Florida that lies northerly of the south line of the north 150 feet of the south 660 feet of the southeast quarter of Section 12, Township 52 South, Range 29 East.

James S. Richmond, PLS
Professional Surveyor and Mapper
Florida Certificate No. LS 4118
Southern Mapping Technology, Inc. LB 6627

EXHIBIT B
2 OF 2

Southern Golden Gate Estates Post Restoration Road Plan 9 March 2003



Road Plan
March 2003 DRAFT

CLASS

- Highway
- Primary - All Weather Roads
- Secondary - Dry Season at Grade
- Service - Trails

EXHIBIT

C

tabbies