

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 2006097 **9**

1. ACTION REQUESTED/PURPOSE: Request for the BOCC to approve an agreement with Shelby Homes, Cobblestone Development to allow off-site mitigation (SFWMD Application No. 050825-16) to take place in a portion of Six Mile Cypress Slough Preserve through exotic plant removal and ditch and dike restoration. The agreement also provides funds to Lee County for long term maintenance of this restored area. Approve Budget Resolution in the amount of \$31,599.56

2. WHAT ACTION ACCOMPLISHES:

This agreement aids in meeting the management goals set forth in the Stewardship Plan for the Six Mile Cypress Slough Preserve approved by the BOCC on 2/25/03. This agreement provides work in removing the invasive exotics melaleuca, Brazilian pepper, and other exotics from a 22.2 acre portion of the preserve and to back fill 1.07 acre of ditch and dike to aid in habitat and hydrological restoration of the Slough at no cost to the County. In addition management money will be provided to Lee County, Parks and Recreation for the long term management of the site.

3. MANAGEMENT RECOMMENDATION: Staff has evaluated and agrees that it is in the best interest of the County to accept this partnership.

4. Departmental Category: CIB		5. Meeting Date: August 1, 2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>John Yarbrough by CC</i>

9. Background:

The Cobblestone (SFWMD Application No. 050825-16) development is located across the street from the Six Mile Cypress Interpretive facility. In early development review the developer addressed all the concerns of the Lee County, Department of Parks and Recreation to reduce impacts to the Slough and interpretive facilities. These included providing a vegetative buffer between the development and Ben Pratt/ Six Mile Slough Parkway and lowering the requested height of buildings. After these negotiations consultants for the development approached management staff with a request to conduct off-site mitigation on the slough. Several projects were discussed and one selected which was directly across the Slough from the impacts. This includes exotic plant removal and hydrological restoration by filling an old agricultural ditch. In addition \$31,599.56 is provided for long term management of the site. The cost of this work is estimated to be \$159,281.25 paid for and done by the developer. The savings to the county would be much larger because we would also need to obtain environmental permitting for the project done in house.

Funds will be made available in account #40162200100.503490

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>JY by 2/20/06</i>				<i>11/2/06</i>	<i>7/20/06</i>	<i>7/20/06</i>	<i>7/20/06</i>	<i>7/20/06</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
7-20-06 11:00 AM

COUNTY ADMIN
FORWARDED TO: *[Signature]*

7/20/06
[Signature]

Rec. by: *[Signature]*

Date: **7/20/06**

Time: **9:35 AM**

Forwarded To: *[Signature]*

7/20/06 10:23 AM

RESOLUTION

Amending the Budget of General Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund 00100 budget for \$31,599 of the unanticipated revenue from the Cobblestone Development and an appropriation of a like amount for construction costs and;

WHEREAS, the General Fund 00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$538,966,693
Additions		
40162200100.366900.9230	Contribution-Cobblestone Dev.	31,599
Amended Total Estimated Revenues		\$538,998,292

APPROPRIATIONS		
Prior Total:		\$538,966,693
Additions		
40162200100.503490	Other Contracted Services	31,599
Amended Total Appropriations		\$538,998,292

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund 00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

**LICENSE AGREEMENT BETWEEN LEE COUNTY AND
SHELBY HOMES FOR MITIGATION AND RESTORATION
OF SIX MILE CYPRESS SLOUGH**

THIS LICENSE AGREEMENT is entered into on _____, 2006 by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "LICENSOR" and SHELBY HOMES AT COBBLESTONE, INC., a Florida for profit corporation hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, Licensee desires to enter upon and to restore lands owned by South Florida Water Management District ("District") and managed and maintained by Lee County and located in Lee County, Florida, in association with Environmental Resource Permit Application # 050825-16 with the District ("District Permit") and U.S. Army Corps of Engineers Permit Application # SAJ-2005-8460 (IP-MJD) ("Corps Permit"); and

WHEREAS, pursuant to an agreement with the District Licensor is charged with the management and maintenance of the District-owned lands, which are located in Six Mile Cypress Slough; and

WHEREAS, pursuant to the above-referenced agreement between Licensor and the District, Licensor may not allow access to or use of the District-owned lands without the authorization and prior written consent of the District, which has been given by the District; and

WHEREAS, Licensor is agreeable to the restoration of the District-owned lands to

their natural condition by Licensee;

NOW, THEREFORE, in consideration of the faithful and timely performance of and compliance with the terms and conditions stated herein, Licenser does hereby grant to Licensee a license to use a portion of the District-owned lands identified below, to wit:

(See Attached Exhibit "A")

The above-described property shall be referred to throughout this Agreement as the "Property". This Agreement is subject to the following terms and conditions:

1. COMMENCEMENT: This Agreement shall be effective on the date it is signed by all Parties and Licensee has received all required federal, state, and local permits and approvals as are necessary to conduct the restoration activities. However, if all permits have not been issued by June 1, 2007, this Agreement shall be null and void.

2. PURPOSE OF AGREEMENT: Licenser and Licensee are entering into this Agreement to provide a mutual benefit to Licenser and Licensee. Licensee seeks to restore the Property to its natural condition as mitigation and/or public benefit to offset unavoidable environmental impacts on Licensee's lands incurred in the construction of its residential development project as authorized by its State and federal permits. Currently, the Property is heavily infested with melaleuca and other exotic plants, and portions of the Property have been altered such that the natural hydrology in this area has been modified. These changes have greatly modified the natural habitat of the Property. Licensee proposes, at its expense, to remove the exotic plant species from the Property and restore it to a state that replicates, to the greatest extent practicable, its natural condition. Licensee also proposes to provide funding to Licenser for maintenance of the Property in such

condition in perpetuity. Restoration of the Property to its natural condition is a goal of Licensor and is in the public interest. Restoration will include removal of exotic species and hydrologic and habitat restoration. Licensee understands that the cost of restoration and five (5) years of exotic maintenance is estimated to be \$159,281.25 and the cost of perpetual maintenance is estimated to be \$31,599.56. In consideration of these costs and the restoration of the Property, the Parties agree that Licensee shall be entitled to receive, if applicable criteria are met, credit toward its permit mitigation and/or public benefit component, as determined by the permitting agency(ies) regulation, to offset the impacts on Licensee's adjacent property and satisfy the requirements of its permit(s). Licensor's execution of this Agreement is in no way determinative of the sufficiency of said mitigation.

3. EXTENT OF AGREEMENT: This Agreement covers the use of the Property for the purpose of restoring the property to, and maintaining the property in, its natural condition pursuant to the Scope of Work set forth in Exhibit "B", and no other use or activity by Licensee shall be allowed. This Agreement is a license to conduct activities on the Property. Licensor may revoke this Agreement for any deviation by Licensee from the requirements of the Agreement upon proper notice (see paragraph 13 below) to Licensee and reasonable opportunity for Licensee to cure said deviations. This Agreement may also be revoked by Licensor or Licensee by failure to obtain or revocation of the permit(s).

4. USE OF PROPERTY AND CONSIDERATION: Licensee shall have access to the Property for the purposes described in this Agreement. The nature and extent of the work to be conducted on the Property, and the location, and scheduling of such work are set forth in the Scope of Work, attached as Exhibit "B". Licensor, or its duly authorized

agent, shall retain the right to enter the Property or engage in management activities not inconsistent with the use provided for herein and shall retain the right to allow compatible uses of the Property by third parties during the term of this Agreement. As set forth in paragraph 2 above, consideration for this license shall be the Licensee's cost of the environmental restoration and perpetual maintenance set forth in Exhibit "A", estimated to be approximately \$159,281.25 for the restoration and approximately \$31,599.56 for the perpetual maintenance. The perpetual maintenance funds in the amount of \$31,599.56 shall be placed in the Lee County Parks and Recreation budget for the maintenance of the Six Mile Cypress Slough.

Payment shall be made to Lee County within thirty (30) days of the issuance of all required federal, state and local permits necessary to conduct the restoration activities pursuant to Section 1 of this Agreement.

5. PROPERTY RIGHTS AND CLAIM OF TITLE: Licensee, in accepting this Agreement, does hereby agree that no claim of title or interest to said lands shall be made by reason of occupancy or use thereof.

6. INDEMNITY AND INSURANCE: Licensee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save, and hold harmless Licensor and its officers, agents, and employees from any and all damages, claims, demands, lawsuits, causes of action, or liability of any kind or nature arising out of the restoration activities authorized pursuant to this Agreement. Licensor shall not be liable for loss of or damage to structures, machinery, or equipment of Licensee used in construction on or maintenance of the Property. Licensor assumes no

responsibility or liability whatsoever under any and all local, state, or federal permits or approvals obtained by Licensee to perform the work set forth in this Agreement or for Licensee's project on adjacent lands. Further, Licensor will not be liable for any injuries to or losses of property, personal injury or death caused by the negligent or wrongful acts or omissions of Licensee or any employee, contractor, subcontractor or agent of Licensee engaged in any mitigation or restoration activities pursuant to this agreement.

The Licensee shall extend its insurance coverage to the licensed area when Licensee uses it by listing Lee County, a political subdivision and charter county of the State of Florida, as additional insured party on the Licensee's existing policies. Ten (10) days prior to the commencement of any work, the Licensee shall provide to the Licensor a Certificate of Insurance showing Lee County as an "Additional Insured". Licensee shall give Licensor thirty (30) days' notice prior to the cancellation or modification of any insurance in writing by registered mail, return receipt requested and addressed to the Risk Manager, P.O. Box 398, Fort Myers, Florida 33902.

7. ASSIGNMENT: This Agreement shall not be assigned, in whole or in part, without the prior written consent of Licensor. Licensee shall first provide notice of its intention to assign this Agreement to the state and federal agencies for which the mitigation and/or public benefit discussed in paragraph 2 above is a requirement. Any assignment made either in whole or in part without the prior written consent of Licensor shall be void and without legal effect.

8. BINDING EFFECT: Licensee, by acceptance of this Agreement, binds itself, its successors, and assigns to abide by the provisions and conditions herein set

forth, and said provisions and conditions shall be deemed covenants for Licensee, its successors and assigns.

9. VENUE PRIVILEGES: Licensor and Licensee agree that Licensor has venue privilege as to any litigation arising from matters relating to this Agreement.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Licensee shall not do or permit anything to be done that purports to create a lien or encumbrance of any nature against the Property including, but not limited to, mortgages or construction liens against the real property covered by this Agreement or against any interest of Licensor therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. NOTICE: All notices given under this Agreement shall be in writing and shall be served by certified mail to the last address of the party to whom notice is to be given, as designated by such party in writing. Licensee and Licensor hereby designate their address as follows:

LICENSOR: Lee County Board of County Commissioners
Post Office Box 398
Fort Myers, Florida 33902-0398

LICENSEE: Shelby Homes at Cobblestone, Inc.
6363 N.W. 6th Way, Suite 250
Fort Lauderdale, Florida 33309

13. GOVERNING LAW: This Agreement shall be governed by and interpreted

according to the laws of the State of Florida.

14. TITLE DISCLAIMER: Licenser does not warrant or guarantee any title, right, or interest in or to the property described in Exhibit "B" attached hereto.

15. ENTIRE UNDERSTANDING: This Agreement sets forth the entire understanding between the Parties and shall only be amended with the prior written consent of the Parties.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials, on the date first above written.

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

LICENSOR:

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk


By: _____
Chairwoman

APPROVED AS TO FORM:

By: _____
Lee County Attorney's Office

LICENSEE:

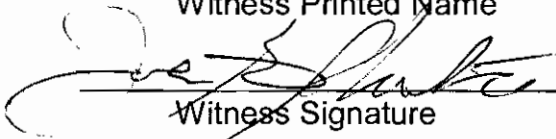
SHELBY HOMES AT COBBLESTONE, INC.



Witness Signature

Kristen Ferretti

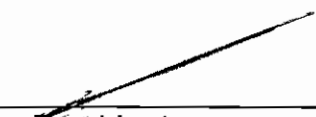
Witness Printed Name



Witness Signature

MARK S. SMART

Witness Printed Name

By: 

President

Exhibit A

FOREST RIDGE OFF-SITE MITIGATION PARCEL WETLAND MITIGATION/MONITORING/MAINTENANCE PLAN

June 22, 2006

INTRODUCTION

The following outlines the wetland mitigation, monitoring, and maintenance plan for the Forest Ridge Off-site Mitigation Parcel located in the Six Mile Cypress Slough Preserve in Sections 8 and 9, Township 45 South, Range 25 East, Lee County. The development of Forest Ridge will result in unavoidable impacts to South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (COE) jurisdictional wetlands. In order to offset the loss of wetland functions due to the proposed construction activities, a total of 21.13± acres of wetlands and 0.89± acre of uplands will be enhanced and preserved off-site. In addition, 1.60± acres of ditch/berm area will be restored to the existing surrounding habitat.

MITIGATION PLAN

Off-site enhancement activities will include the hand removal and mechanical removal of exotic and nuisance vegetation from wetland and upland enhancement areas. A total of 21.13± acres of wetlands, 0.89± acre of upland preserve, and 1.60± acres of ditch/berm area will be enhanced through hand removal of exotics. The exotics to be eradicated include, but are not limited to, melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), Australian pine (*Casuarina litorea*), and downy rose-myrtle (*Rhodomyrtus tomentosus*).

The hand removal of exotics will include one or more of the following methods: (1) cut exotics within 12 inches of ground elevation, hand remove cut vegetation, and treat remaining stump with approved herbicide; (2) girdle standing melaleuca and Australian pine with diameter at breast height greater than four inches and apply approved herbicide to cambium; (3) foliar application of approved herbicide to melaleuca saplings, Brazilian pepper, Australian pine, and downy rose-myrtle; and (4) foliar application of approved herbicide or hand pulling of exotic seedlings.

In areas where the density of melaleuca and Brazilian pepper trees exceeds 50 percent, cuttings will be stacked in piles at approximately 100 foot intervals. Smaller melaleuca cuttings will be stacked butt end to the ground into a nearly vertical position (i.e., teepee method). Larger melaleuca cuttings will be cut and stacked side by side into an area approximately six feet on a side. Cuttings will be stacked perpendicular to the previous layer up to a height of approximately four feet (i.e., log cabin method).

The ditch and berm areas (FLUCFCS Codes 514/747) will be restored to wetland grade. After grading, the restoration area will be planted to Mixed Wetland Forested (FLUCFCS Code 630). The wetland plantings are listed in Table 1.

Table 1. Wetland Plantings for Restoration Area

Common Name	Scientific Name	Minimum Height	Minimum Size	Planting Density
Cypress	<i>Taxodium ascendens</i>	5 ft.	3 gal.	8 ft. o.c.
Dahoon Holly	<i>Ilex cassine</i>	5 ft.	3 gal.	8 ft. o.c.
Laurel Oak	<i>Quercus laurifolia</i>	5 ft.	3 gal.	8 ft. o.c.
Red Maple	<i>Acer rubrum</i>	5 ft.	3 gal.	8 ft. o.c.
Wax-myrtle	<i>Myrica cerifera</i>	3 ft.	1 gal.	8 ft. o.c.
Gallberry	<i>Illex glabra</i>	3 ft.	1 gal.	8 ft. o.c.
Buttonbush	<i>Cephalanthus occidentalis</i>	3 ft.	1 gal.	8 ft. o.c.
Swamp Fern	<i>Blechnum serrulatum</i>	12 in.	4 in.	3 ft. o.c.
Cordgrass	<i>Spartina bakeri</i>	12 in.	4 in.	3 ft. o.c.
Wiregrass	<i>Aristida stricta</i>	12 in.	4 in.	3 ft. o.c.
Gulfdune Paspalum	<i>Paspalum monostachyum</i>	12 in.	4 in.	3 ft. o.c.
Sawgrass	<i>Cladium jamaicense</i>	12 in.	4 in.	3 ft. o.c.

The upland preserves will be enhanced by the selective removal of exotics. The selective removal of exotics will be conducted per the methodology previously described for the wetland enhancement areas.

MITIGATION SUCCESS CRITERIA

The following are the success criteria for the mitigation areas: 1) initial eradication of exotic and nuisance vegetation will be completed; 2) wetland mitigation areas will contain at least 80 percent cover by desirable obligate and facultative wetland plant species; 3) the wetland and upland mitigation areas shall be free from exotic and nuisance vegetation immediately following a maintenance activity; and 4) the wetland and upland mitigation areas will consist of no more than five percent cover by exotic and nuisance species. Exotic and nuisance vegetation species are identified as those species listed by the Exotic Pest Plant Council (EPPC) at the time of permit issuance.

MONITORING

Monitoring Methodology

The proposed monitoring of the enhanced wetland and upland conservation area will consist of baseline, time-zero, and annual monitoring of vegetation, wildlife, rainfall, and wetland water levels. The baseline monitoring report will document conditions in the project site as they currently exist. The time-zero report will document the conditions immediately following completion of mitigation activities. The annual reports will document the extent of success of the project and, if needed, identify specific actions to be taken to improve the conditions within

the project area. Sampling transects and methodology for the baseline, time-zero, and annual reports will utilize identical methods of data collection from identical sampling stations.

Vegetation Monitoring

Wetland vegetation will be monitored prior to and following enhancement and restoration activities. Sampling in wetland areas will involve canopy, sub-canopy, and ground cover stratum along monitoring transects established within the enhancement areas.

Canopy and sub-canopy vegetation species will be monitored within 20 x 50 foot plots established along the monitoring transects. Species richness and visual estimate of percent cover will be calculated for canopy and sub-canopy stratum.

To facilitate an intensive, accurate, and repeatable sampling program, the point frame method (Bonham 1989) will be utilized for the ground cover strata. Point frames will be sampled at approximately 50 foot intervals along each monitoring transect. Each point frame consists of 1m square wire grid with 25 cross points. Any plant species directly below a cross point will be recorded, including bare ground. Each cross point represents four percent of the square meter. Water depths will also be recorded at each sampling station. For each sampling station, identified species will be listed and percent cover computed and discussed.

Wildlife Monitoring

Regular observations of wildlife will be made during the monitoring event by qualified ecologists. Observations will consist of recording evidence and signs of wildlife (i.e., direct sightings, vocalizations, burrows, nests, tracks, droppings, etc.).

Fish and Aquatic Macroinvertebrate Monitoring

Qualitative sampling of fish and aquatic macroinvertebrates will be conducted using a standard D-frame aquatic dip net, mesh size 1.0 mm. Sampling will be conducted along vegetation monitoring transects with a minimum of 2 cm. standing water. The collector will work the net vigorously within the vegetation, open water, and surficial bottom sediments. Net contents will be placed in a white pan and sorted with forceps. Hard substrate, if any, will also be examined for the presence of aquatic macroinvertebrates. Sampling will continue until no new species are encountered for ten minutes. Sample size and collection times will not exceed 200 organisms or one hour, respectively. Samples will be preserved in alcohol, returned to the laboratory, and identified to the lowest taxonomic level possible, usually species. When possible, fish will be identified in the field and released.

Photographic Documentation

Permanent fixed-point photograph stations will be established in monitored areas providing physical documentation of the condition and appearance of an area, as well as any changes taking place within it. Monitoring photographs will accompany vegetation data in each report.

Locations of photo stations will remain the same throughout the duration of the monitoring program.

Rainfall and Staff Gauge Recordings

Hydrological monitoring for the mitigation area will include the installation of a monitoring well. One continuous recording monitoring well will be installed within the enhanced wetland area. The monitoring well will be read daily throughout the year. Water level data will be included in the annual wetland mitigation monitoring reports.

MONITORING REPORTS

The permittee will submit annual monitoring reports to the SFWMD documenting the success of the mitigation program and general condition of the preservation areas. Within 60 days of permit issuance, the baseline wetland monitoring for the mitigation areas will be submitted to the SFWMD. The time-zero monitoring report will be submitted within 60 days of completion of enhancement activities. Annual monitoring reports will include the following information:

- Brief description of mitigation and maintenance work performed since the previous report along with a discussion of any modifications to the mitigation or maintenance program.
- Brief description of anticipated mitigation and maintenance work to be conducted over the next year.
- Results of quantitative vegetation monitoring conducted in the enhanced wetlands and upland buffers. A list of observed wildlife species.
- Monitoring photographs taken at photo stations within the enhanced wetlands and upland buffers.
- Staff gauge and available local rainfall data.

MAINTENANCE AND LONG TERM MANAGEMENT

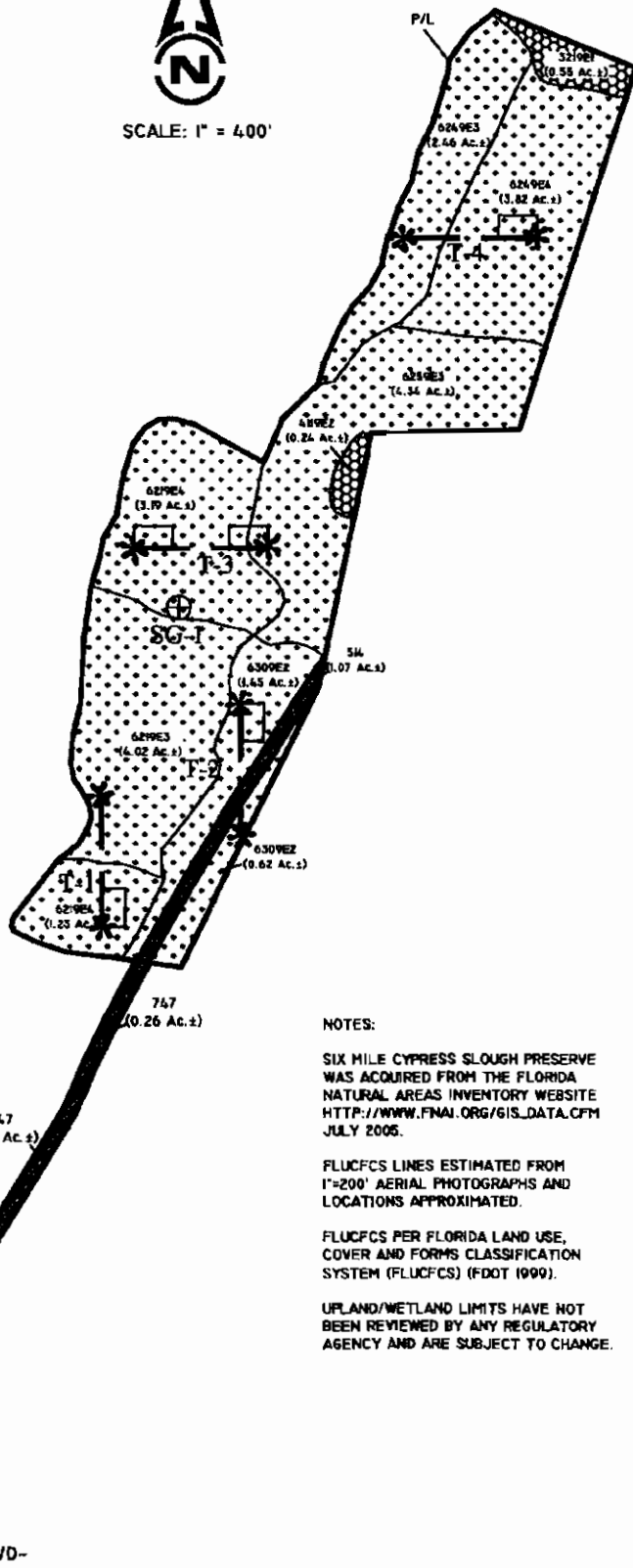
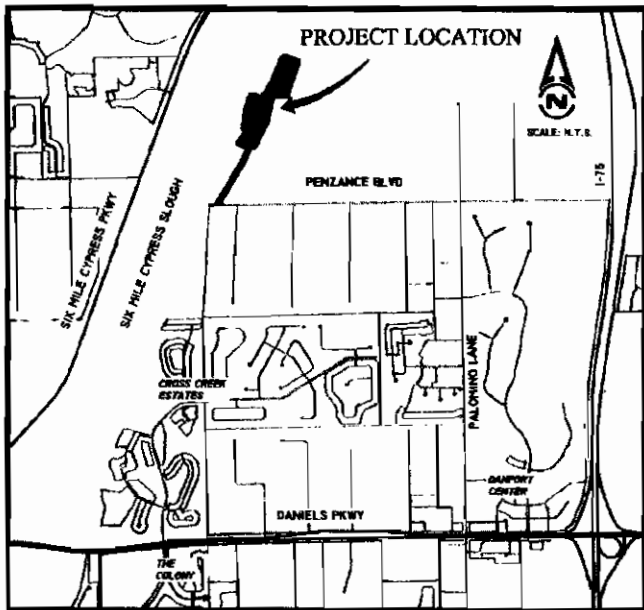
Following the completion of the initial exotic removal effort, semi-annual inspections of the mitigation area will occur for the first two years. During these inspections, the mitigation area will be traversed by a qualified ecologist. Locations of nuisance and/or exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted and corrective actions taken. Once exotic/nuisance species levels have been reduced to acceptable limits (i.e., less than five percent cover), inspections of the mitigation areas will be conducted annually.

After the SFWMD has signed off on the success of the mitigation area, maintenance will be conducted in perpetuity by Lee County Parks and Recreation to ensure that the enhanced

wetlands and upland buffers are free of exotic vegetation (as currently defined by the EPPC) immediately following maintenance and that exotic and nuisance species will constitute no more than five percent of total combined cover.

REFERENCES

Bonham, C.D. 1989. Measurements for Terrestrial Vegetation. John Wiley and Sons, New York, New York.



- LEGEND:
- WETLAND ENHANCEMENT (21.15 Ac.±)
 - WETLAND RESTORATION (1.07 Ac.±)
 - UPLAND ENHANCEMENT (1.32 Ac.±)
 - MONITORING TRANSECT
 - TREE/SHRUB PLOT
 - T-1 TRANSECT NUMBER
 - * PHOTO-STATION
 - SG-1 STAFF GAUGE/MONITORING WELL No.
 - ⊕ STAFF GAUGE/MONITORING WELL

NOTES:

SIX MILE CYPRESS SLOUGH PRESERVE WAS ACQUIRED FROM THE FLORIDA NATURAL AREAS INVENTORY WEBSITE [HTTP://WWW.FNAI.ORG/GIS_DATA.CFM](http://www.fnai.org/gis_data.cfm) JULY 2005.

FLUCFCS LINES ESTIMATED FROM 1"=200' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

UPLAND/WETLAND LIMITS HAVE NOT BEEN REVIEWED BY ANY REGULATORY AGENCY AND ARE SUBJECT TO CHANGE.

**EXHIBIT B. WETLAND MITIGATION AND MONITORING PLAN
FOREST RIDGE OFF-SITE MITIGATION PARCEL**

PASSARELLA and ASSOCIATES, INC.
Consulting Ecologists
 DRAWN BY: F.L.W.C.,D.B. DATE: 6/21/06

Exhibit B

The following outlines the wetland mitigation, monitoring, and maintenance plan for the Forest Ridge Off-site Mitigation Parcel located in the Six Mile Cypress Sough Preserve in Sections 8 and 9, Township 45 South, Range 25 East, Lee County. The development of Forest Ridge will result in unavoidable impacts to South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (COE) jurisdictional wetlands. In order to offset the loss of wetland functions due to the proposed construction activities, a total of 21.13± acres of wetlands and 0.89± acre of uplands will be enhanced and preserved off-site. In addition, 1.60± acres fo ditch/berm area will be restored to the existing surrounding habitat.