

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION TO SUBMIT OFFER (ITO) LRS #2686
LEASE A PORTION OF DISTRICT LANDS LOCATED IN ALACHUA, MARION,
AND PUTNAM COUNTIES FOR APICULTURE ACTIVITIES

The Governing Board of the St. Johns River Water Management District (“District”) hereby solicits sealed offers from qualified respondents for an apiary leasing opportunity consisting of seventeen (17) separate 0.25-acre sites. These sites are located within the Newnans Lake Conservation Area, Longleaf Flatwoods Reserve, Lochloosa Wildlife Conservation Area, Orange Creek Restoration Area, Silver Springs Forest Conservation Area and Rice Creek Conservation Area. The approximate location of each site is shown on the maps attached hereto and incorporated herein as Exhibit “A” (collectively referred to as the “Sites,” “Apiary Sites,” or the “Property”).

Each 0.25-acre site may support up to 100 honeybee colonies and includes access to a minimum of ten (10) acres of surrounding foraging habitat. All colonies must be placed at least 100 feet from any public trail or parking area unless prior written approval is obtained from the District’s Land Manager.

The lease term for each Site is five (5) years.

Interested parties should carefully review all requirements, terms, and specifications contained in this Invitation to Offer.

Sealed responses must be received no later than 2:00 p.m. on October 15, 2026.

Invitation to Offer (ITO) packages may be obtained from the District’s website at <http://www.sjrwmd.com/lands/apiary-lease> or by contacting District Project Manager Diana Bankhardt at (386) 329-4557.

PROPOSED SCHEDULE

September 25, October 2 and October 9, 2026	Advertisement/Release of Invitation to Offer Notice shall run in local newspaper on September 25, October 2 and October 9, 2026, and be published on the District’s website at https://www.sjrwmd.com/lands/apiary-lease/
October 15, 2026	Responses Due to Invitation to Offer at 2:00 p.m. Opening of offers will occur at this time in person at District Headquarters, 4049 Reid St., Palatka, FL 32177 and via Teams Meeting. The Teams Meeting contact information is 1-386-256-1151; Conference ID is 916 309 427#. If you are hearing or speech impaired, please contact the district using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).
October 22, 2026	Notice of Intended Decision (posted on District website) https://www.sjrwmd.com/lands/apiary-lease/
October 27, 2026	Lessee returns executed Lease to District.
October 28, 2026	Request for Executive Director’s authorization of lease.
November 1, 2026	Lease commencement date.

PLEASE NOTE: The Property is being offered for lease for apiary and related beekeeping activities strictly on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The District makes no

representation or warranty, express or implied, regarding the Property or its suitability for apiary operations, including without limitation the availability or quality of forage, nectar or pollen sources, water, vegetation, flowering conditions, honey production potential, pollination opportunities, hive productivity, colony health, carrying capacity, accessibility, environmental conditions, neighboring land uses, pesticide or herbicide applications, weather conditions, utilities, or any other factor affecting apiary operations.

Any information provided by the District is furnished solely for informational purposes and shall not be relied upon as a representation or warranty. Prospective bidders are solely responsible for conducting their own inspections, investigations, and due diligence regarding the Property.

By submitting a bid, Respondent acknowledges that it has had an adequate opportunity to inspect and evaluate the Property, is relying solely on its own investigations and judgment, and is satisfied with, or assumes all risks regarding, the condition and suitability of the Property for its intended use. Respondent acknowledges that it is not relying upon any oral or written statement, representation, estimate, projection, or opinion of the District or its representatives. Except as may be expressly set forth in a fully executed lease agreement, Respondent shall have no claim against the District arising from the condition of the Property or its suitability for apiary purposes.

Nothing in this Invitation to Bid obligates the District to enter into a lease with any respondent. The District reserves the right to reject any or all bids, waive informalities, negotiate with one or more respondents, and amend, suspend, or withdraw this solicitation at any time without liability.

SITE INFORMATION: The District is offering seventeen (17) apiary sites, with a maximum capacity of one hundred (100) colonies per site. The information below is provided solely to assist prospective Respondents in evaluating the sites and should not be construed as a representation or warranty regarding site conditions, forage availability, accessibility, or suitability for apiary operations.

All conservation areas are managed for multiple public uses and resource management objectives. Public activities may include hiking, bicycling, horseback riding, wildlife observation, hunting, and other recreational uses. As a result, apiary sites will not be exclusively available to the successful Respondent, and interactions with members of the public should be anticipated.

Site access is generally available via existing roads and trails; however, many sites contain wetlands and low-lying areas that are subject to seasonal flooding, prolonged high-water conditions, and storm-related inundation. Access roads, trails, and apiary locations may become partially or completely inaccessible during periods of high water and may remain so for extended periods.

Several sites, including Newnans Lake Conservation Area, Longleaf Flatwoods Reserve, Lochloosa Wildlife Conservation Area, Orange Creek Restoration Area and Silver Springs Forest Conservation Area, support public hunting opportunities. Depending on the season, hunters may be present on these properties either through general public access or special permit programs.

All sites are subject to ongoing land management activities, including prescribed burning. Prescribed burns may occur on a 2 to 3-year rotation, although timing and frequency vary based on management needs. Respondents should be prepared to temporarily relocate colonies if the District requests it to facilitate prescribed fire operations.

The general habitat characteristics of the available sites include:

- **Newnans Lake Conservation Area:** Pine flatwoods, pine plantation, bay swamp, cypress swamp, and sandhill.
- **Longleaf Flatwoods Reserve:** Pine plantation and pine flatwoods.
- **Lochloosa Wildlife Conservation Area:** Pine plantation, pine flatwoods, sandhill, basin marsh, and cypress swamp.
- **Orange Creek Restoration Area:** Pine plantation and basin marsh.
- **Silver Springs Forest Conservation Area:** Pine plantation, pine flatwoods, and hardwood hammock.
- **Rice Creek Conservation Area:** Pine plantation, pine flatwoods, and cypress swamp.

Prospective Respondents are encouraged to independently inspect the sites and evaluate all conditions relevant to their proposed apiary operations prior to submitting an offer.

OPENING OF OFFERS

October 15, 2026, at 2 p.m.

St. Johns River Water Management District Headquarters
4049 Reid Street, Palatka, Florida, 32177

The opening of offers will be in person and via Teams Meeting. The Teams Meeting contact information is 1-386-256-1151; Conference ID is 916 309 427#. **If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).**

PART I: INSTRUCTIONS TO RESPONDENTS

1. **PROJECT MANAGER.** All inquiries related to this Invitation to Offer should be directed to the Project Manager:

Diana Bankhardt, Real Estate Specialist
Phone: (321) 615-4329
E-mail: dbankhar@sjrwmd.com
E-mail: RealEstateServices@sjrwmd.com
Real Estate Services Program

Between the release of this ITO and the posting of the notice of intended decision, Respondents to this ITO or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this ITO, except the employee listed above. Violation of this provision is grounds for rejecting an offer.

2. **INQUIRIES AND ADDENDA.** District staff are not authorized to orally interpret the meaning of the General Conditions or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, any interpretation or correction must be in writing from the Project Manager. The Project Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in these documents, but Respondent is ultimately responsible for submitting the Offer in the appropriate form and in accordance with the District's written procedures.

All requests for written interpretations or corrections must be received by the District's Project Manager on or before October 6, 2026, otherwise such requests shall not be considered. Requests may be submitted by e-mail at dbankhar@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on the District's website at <http://www.sjrwmd.com/lands/apiary-lease>

Submission of an offer constitutes acknowledgment of receipt of all addenda. Offers will be construed as though all addenda have been received. Failure of Respondent to receive any addenda does not relieve Respondent from any and all obligations under this ITO, as submitted. All addenda become part of the Agreement.

3. **WHERE/HOW TO DELIVER THE OFFER.** Invitations to Offer may be submitted by mail or hand-delivery in a sealed envelope to the Project Manager at the address listed below. Respondents submitting sealed Offers must clearly label the Offer envelope SEALED OFFER-DO NOT OPEN, clearly marked in large, bold, and/or colored lettering (visible on the outside of the envelope) as follows:

SEALED OFFER – DO NOT OPEN

St. Johns River Water Management District
ATTN: Diana Bankhardt
Real Estate Services Program
4049 Reid Street, Palatka, FL 32177

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. District's experience is that Federal Express and United Parcel Service will.

Invitations to Offer, changes, delays, addenda, and questions and answers are available for review and download at <http://www.sjrwmd.com/lands/apiary-lease>. Respondents are responsible for checking for any changes or addenda.

Instructions for Sealed Offers:

- (a) Print forms from the Invitation to Offer and complete documents by typing or handwriting the required information in blanks. Do not submit by email.
- (b) Mail or hand-deliver Offers in a sealed envelope to the address in paragraph 1, above. Respondents submitting sealed Offers must clearly label the Offer envelope with the OFFER NUMBER and opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering (visible on the outside of the envelope) as follows:

SEALED OFFER – DO NOT OPEN

Respondent's Name: _____
ITO LRS # _____
Opening Time: _____ P.M.
Opening Date: _____

4. **PREPARATION AND ORGANIZATION OF DOCUMENTS.** Respondents **shall** submit the following fully executed forms with the Offer. Respondent must follow all procedures for submission, or the Offer may be determined as “non-responsive” and rejected. Instructions are provided below. The blank forms are included in this solicitation under PART III: FORMS.
- a. Offer Response Form
 - b. Respondent Qualifications and References
 - c. Certificate as to Entity's Authority to do Business in Florida
 - d. Affidavit as to Non-Collusion
 - e. Revenue Offer Schedule
 - f. IRS Form W-9 – Request for Taxpayer Identification Number and Certification

Respondents must submit the original offer package in the form and manner specified above. All blank spaces on the ITO documents must be typewritten or legibly printed in ink. Respondent must specify the revenue per animal unit offered on the Revenue Offer schedule. Respondent or its authorized representative must manually sign the attached Offer Response Form and Revenue Offer

Schedule Form where indicated, in non-erasable ink in the spaces provided. All corrections made to the offer by the Respondent must be initialed. All offers must be complete when submitted. Any incomplete offers may be deemed by the District as non-responsive.

5. **EXAMINATION OF PROPERTY.** Site visits are not required to submit an Offer. Respondents may inspect the Property at their discretion. Pedestrian access is available via established trails, fire lines, and interior roads. Vehicle access beyond locked gates is prohibited unless authorized by the District through a limited Special Use Authorization. Requests for vehicle access associated with ITO LRS #2686 may be submitted to RealEstateServices@sjrwmd.com and must include the requestor's name, address, telephone number, and email address.

The Property is offered for lease strictly on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Each Respondent is solely responsible for conducting any inspections, investigations, and due diligence necessary to determine the suitability of the Property for its intended use. By submitting an Offer, Respondent acknowledges that it has either inspected the Property or voluntarily elected not to do so, relying solely on its own evaluation and judgment, and accepts all risks relating to the condition, suitability, access, and use of the Property. Respondent further acknowledges that it does not rely on any representation or warranty of the District except as may be expressly set forth in a fully executed lease agreement.

6. **OFFER OPENING AND AWARD.** The offer opening will be held at 2:00 PM on October 15, 2026, at District Headquarters, 4049 Reid Street, Palatka, Florida 32177, and via Teams meeting. The offer opening Teams Meeting information is 1-386-256-1151; Conference ID is 916 309 427#. The Offers will be opened and read at the time and place specified above. The District will determine the highest offer from a responsive and responsible Respondent. Once that process is complete, the District shall publish its notice of intent to lease the Property. If there is a tie, the award shall be made by coin flip. The estimated timeframe for the District's issuance of its Notice of Intended Decision as to the award of the apiary lease will be published on the District's website on October 22, 2026.

7. **MINIMUM QUALIFICATIONS.** The minimum qualifications necessary to qualify for this lease are:

- a. Respondent must have a current Certificate of Apiary Registration for an apiary operation issued by the Florida Department of Agricultural and Consumer Services – Division of Plant Industry (FDACS),
- b. Respondent must have one (1) year experience managing an Apiary as of the date responses are due to the District, along with three (3) professional references and any other documentation required to validate proof of meeting this requirement, and Respondent must have all licenses, permits, and certifications required by federal, state, and local law, rules, and regulations.
- c. Any business entity submitting an offer must be registered to do business in the State of Florida.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Lease terms.

8. **REJECTION OF OFFERS: REJECTION OF OFFERS.** Offers must be delivered to the specified location and received before the Offer opening in order to be considered. Untimely Offers will be returned to the Respondent unopened. Offers will be considered irregular and may be rejected if they

show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Offers, or other material irregularities. The District may consider any Offer incomplete that is not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid offer. The District reserves the right to reject any Offer if the (1) Respondent has failed to comply with the terms and conditions of a prior lease or any other material obligation of the agreement, or (2) evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Lease and manage the apiary and Property in a manner acceptable to the District. The District further reserves the right to reject any and all offers when it determines, in its sole judgement and discretion, that it is not in its best interest to award the lease, and will give notice of cancellation of the ITO by posting a notice on the District's website.

9. **AWARDING THE AGREEMENT:** Award shall be made to the highest responsive, responsible Respondent, being the Respondent with the highest Total Offer for Annual Lease who demonstrates, in accordance with the requirements listed in the minimum qualifications of the Offer documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Lease (the "Successful Respondent").
10. **EXECUTION OF LEASE:** Upon satisfactorily determining the Successful Respondent, a Lease substantially in the form attached will be provided to the Successful Respondent. Within five (5) days of the date of receipt, the Successful Respondent shall execute and return the lease to the District, along with the following:
 - (a) Satisfactory evidence of all required insurance coverage; proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Successful Respondent;
 - (b) A completed and fully executed Human Trafficking Affidavit; and
 - (c) All other information and documentation required by the ITO documents.

The District will not execute the Lease until the above documents have been executed and delivered to the District. The Lease shall not be binding until executed by the District. The District reserves the right to cancel the award thereof without liability at any time before the Lease has been fully executed by all parties and delivered to the Successful Respondent.

11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for the disqualification of a Respondent and rejection of the Offer:

- (a) Contacting a District employee or officer other than the Project Manager named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- (b) Submission of more than one Offer for the same tract of land by an individual, firm, partnership, or corporation under the same or different names;
- (c) Evidence of collusion among Respondents;
- (d) Submission of materially false information with the Offer;
- (e) Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- (f) Respondent is failing to adequately perform on any existing leases or contracts with the District;

- (g) Respondent has defaulted on a previous lease or contract with the District;
- (h) The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Lease in a manner acceptable to the District and within the time period specified;
- (i) Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to comply with the Lease in a manner that meets the District's objectives for the Lease.

12. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision, or intended decision to award a contract, accept a bid or reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to the one percent (1%) of the District's estimated 5-year lease revenue.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest, or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Fla. Admin. Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under Chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

13. INELIGIBILITY OF RESPONDENT

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been (a) placed on the Discriminatory (§287.134, Fla. Stat.) or Convicted (§287.133, Fla. Stat.) lists has limitations on its eligibility to participate in the solicitation process with a public entity, including, but not limited to, being ineligible to submit a bid, proposal, or reply on a contract to provide any goods or services, or for the construction or repair of a public building or public work, or for leases of real property to a public entity. Further, said person or affiliate may not be awarded or perform work as a consultant, contractor, supplier, or subconsultant under a contract with any public entity; and may not transact business with any public entity for a period of time as set forth in the respective statutes.

14. **OFFER WITHDRAWAL.** Offers may only be withdrawn before the date and time set forth for opening of the ITO. The District must receive a signed written request to withdraw the offer from an authorized representative of Respondent before said opening. Respondent may be permitted to withdraw its Offer no later than 72 hours after the opening of the ITO for good cause, as determined by the District in its sole judgement and discretion.

15. **GENERAL CONDITIONS.**

- a. **COMMENCEMENT OF LESSEE.** The anticipated Lease commencement date is **November 1, 2026**, subject to approval by the District's Governing Board and execution of the Lease. The District's Executive Director approval is anticipated on October 28, 2026; however, all approvals remain subject to final action by the District and may be granted, conditioned, or withheld in the District's sole discretion. The Lessee shall not enter the Property or install or place any hives, colonies or equipment until authorized in writing by the District's Land Manager. Upon receipt of such authorization, Lessee shall coordinate with the Land Manager regarding the timing and manner of access and colony placement.
- b. **CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their offer the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent or more in Respondent's firm or any of its branches.

Respondent hereby agrees that, at the time of execution of a Lease agreement with District, Respondent will not be involved in any matters which adversely affect any interest or position of District, and that Respondent has no relationship with any third party relating to any matters which adversely affects any interest or position of District. Respondent will not accept, during the term of the agreement, or any renewal thereof, any retainer or employment from a third-party whose interests appear to be conflicting or inconsistent with those of District.

- c. **ASSIGNMENT.** Offers are non-assignable.

PART II – SCOPE AND PROPERTY SPECIFICATIONS

The following provides fundamental information about the Property and is provided to assist Respondent in preparing its offer.

1. **DESCRIPTION.** The Property consists of seventeen (17) apiary sites, each approximately 0.25 acre, with authorization for up to 100 honeybee colonies per site, subject to the Lease terms. Foraging areas may extend beyond site boundaries; however, the District makes no representation or warranty regarding forage availability, quality, or any site condition.

Colonies shall be placed at least 100 feet from any designated trail unless otherwise approved in advance in writing by the District's Land Manager. The sites are located within Newnans Lake Conservation Area, Longleaf Flatwoods Reserve, Lochloosa Wildlife Conservation Area, Orange Creek Restoration Area, Silver Springs Forest Conservation Area and Rice Creek Conservation Area in Alachua, Marion, and Putnam Counties, Florida, as depicted in Exhibit A.

If the selected Respondent is unable to utilize all 17 authorized sites, the Respondent may enter into a sublease agreement covering any or all of the unused sites, subject to the prior written approval of the District's Real Estate Services Program. One sublease may be authorized limited to no more than 1 sublease per conservation area with prior written consent from the District's Real Estate Services Program. No further subleasing or assignment shall be permitted. All descriptions, maps, and related information are provided for convenience only and are not warranted as to accuracy or completeness.

2. **AUTHORIZED COLONY DENSITY; APIARY COLONIES.** "Authorized Colony Density" means the maximum number of honeybee colonies permitted per 0.25-acre apiary site. The maximum Authorized Colony Density is 100 colonies per site.

Lessee shall comply with all applicable requirements of the Florida Department of Agriculture and Consumer Services Beekeeper Compliance Agreement, including Best Management Requirements for Maintaining European Honeybee Colonies on Non-agricultural Lands.

Any increase in Authorized Colony Density requires the District's prior written approval, issued in its sole discretion. Approved increases shall be effective on the next rental payment date following approval, with rent adjusted proportionally based on the additional authorized colonies.

No reduction below the maximum Authorized Colony Density shall entitle Lessee to any rent adjustment.

The District may modify Authorized Colony Density, require relocation of colonies, or impose additional operational conditions at any time for public use, resource management, prescribed fire operations, or protection of District lands.

Apiary ID	Conservation Area	District Parcel Name	County Parcel Number	County
NL1	Newnans Lake Conservation Area	2004-002-P1 Rayonier Forest Resources, L.P.	17664-001-000	Alachua
NL2	Newnans Lake Conservation Area	1998-006-P1 Arthur Gladstone	17687-001-000	Alachua
NL3	Newnans Lake Conservation Area	2000-035-P1 NPC Timber, Inc.	17726-000-000	Alachua
LL1	Longleaf Flatwoods Reserve	2007-027-P1 Rayonier Forest Resource, L.P.	16319-001-000	Alachua
LC1	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	18253-001-000	Alachua
LC2	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	18255-000-000	Alachua
LC3	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	20173-000-000	Alachua
OC1	Orange Creek Restoration Area	1996-103-P1 Oklawaha Farm, Inc	20229-001-000	Alachua
OC2	Orange Creek Restoration Area	1996-103-P1 Oklawaha Farm, Inc	03327-000-00	Marion
SS1	Silver Springs Forest Conservation Area	2015-004-P1 Rayonier Atlantic	16057-000-00	Marion
SS2	Silver Springs Forest Conservation Area	2014-009-P1 Rainey	16131-000-00	Marion
SS3	Silver Springs Forest Conservation Area	2015-004-P1 Rayonier Atlantic	16128-000-00	Marion
RC1	Rice Creek Conservation Area	2001-061-P1 Plum Creek	11-10-25-0000-0010-0010	Putnam
RC2	Rice Creek Conservation Area	2001-061-P1 Plum Creek	03-10-25-0000-0010-0020	Putnam
RC3	Rice Creek Conservation Area	2001-061-P1 Plum Creek	37-09-25-0000-0010-0010	Putnam
RC4	Rice Creek Conservation Area	2008-004-P1 Motes	06-10-26-0000-0020-0010	Putnam
RC5	Rice Creek Conservation Area	2008-004-P1 Motes	06-10-26-0000-0010-0000	Putnam

3. **TERM OF LEASE.** The term of the Lease is five years from the date of commencement of the Lease Agreement.

4. **LEASE RATE.** The annual rent will remain the same during the 5-year term of the Lease.

5. **PROPERTY ACCESS.** The Lessee shall access the Property from the access points depicted on the maps attached as Exhibit A. Both Lessee and District personnel must have keys or combinations to any locked gates. During periods of extremely wet conditions, the use of ATVs and/or airboats may be authorized on a temporary basis with prior written approval from the District's Land Manager.
6. **PUBLIC USE.** The Property is currently open for, and shall remain open for, public recreational use, including, but not limited to, hiking, wildlife viewing, bicycling, boating, hunting and primitive camping. Lessee must at all times be courteous to the general public and shall comply with the District's public use rules in Chapter 40C-9, Florida Administrative Code.
7. **FEES.** The Lease commencement date will be November 1, 2026. The annual Lease payment shall be due upon Lease commencement and on each anniversary date thereafter. If the Lessee declines to execute the Lease Agreement prior to November 20, 2026, the Lessee will be deemed to be in default, and the District is authorized to lease the Property to the next highest bidder.

PART III – FORMS
FORM 1: OFFER RESPONSE FORM
(This form to be included in ITO submittal)

RESPONDENT:

Respondent, a non-governmental entity seeking to enter into a contract with the District, declares that it does not use coercion for labor or services as prohibited under Sec. 787.06, Fla. Stat.

By signing below, Respondent certifies that this Offer is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent also certifies that no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Lease, and that no such person shall have any such interest at any time during the term of the Lease, should it be awarded to Respondent.

Respondent further certifies that it has examined the Lease, the specifications for the apiary lease, and any other relevant lease documents, including all of the addenda furnished prior to the ITO opening, as listed and initialed below.

Respondent agrees that if its Offer is accepted, Respondent shall contract with the District in the form of the attached Lease and shall furnish everything necessary to complete the apiary lease in accordance with the Lease and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Use only if addenda to the original ITO were issued.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

Respondent Name: (if business entity, provide full legal name)

Mailing Address

Telephone Number

Email Address

Respondent Authorized Signature

Date

Print Name and Title

Printed Name of Operational Manager for this Site, if different from Respondent

FORM 2: RESPONDENT QUALIFICATIONS AND REFERENCES FORM

(This form to be included in ITO submittal)

MINIMUM QUALIFICATIONS: Respondent must have **a minimum of one year of experience in managing an apiary operation as of the date the response is due and a current FDACS Certificate of Apiary Registration.** At a minimum, the Respondent must provide a copy of the required Certificate of Apiary Registration; any and all licenses, permits and other certifications required by federal, state, and local laws, rules and regulations; and three references as to their meeting the minimum one-year experience of managing an apiary operation.

1. Reference for: () Name of Respondent: _____

() Name of Respondent's Operational Manager: _____

Reference Name/Business Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Apiary Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Apiary personally responsible for management of _____

of Acres personally responsible for management of _____

Other: _____

2. Reference for: () Name of Respondent: _____

() Name of Respondent's Operational Manager: _____

Reference Name/Business Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Apiary Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Apiary personally responsible for management of _____

of Acres personally responsible for management of _____

Other: _____

QUALIFICATIONS AND REFERENCES FORM, CONTINUED

(This form to be included in ITO submittal)

3. Reference for: () Name of Respondent: _____

() Name of Respondent's Operational Manager: _____

Reference Name/Business Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Apiary Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Apiary personally responsible for management of _____

of Acres personally responsible for management of _____

Other: _____

The undersigned Respondent certifies that all references and information provided on this Qualifications and References Form are true and correct to the best of his/her knowledge.

SIGNATURE

PRINTED NAME AND TITLE

Mailing Address

Telephone Number

Email Address

RESPONDENT COMPANY'S NAME (as identified at <http://www.sunbiz.org/>)

Date

FORM 3: CERTIFICATE AS TO ENTITY'S AUTHORITY TO DO BUSINESS IN
FLORIDA

(This form to be included in ITO submittal)

The below entity is organized under the law of the State of _____; is authorized by law to respond to this Invitation to Submit Offer to Lease Property for Use as Apiary Sites and to perform all work and furnish materials and equipment required under the Lease Agreement and is authorized to do business in the State of Florida.

Entity Name: _____

Type of Entity (Corp, LLC, Partnership): _____

Federal Employer Identification Number: _____

Principal Address: _____

Registration No. _____

Registered Agent & Address: _____

By: _____

Title: _____

(Affix Corporate Seal, if utilized by Respondent)

Attestation of Corporate Secretary (or two witnesses, if not a Corporation):

The full names and business or residence addresses of persons or firms interested in the foregoing ITO as principals, officers, managers, or partners of Respondent are as follows (specifically include the President, Secretary and Treasurer or Manager and Member, and state the corporate office held by all other individuals listed).

Identify any parent, subsidiary or sister entities involving the same or substantially the same officers, directors, managers or partners that will or may be involved in performance of the activities under the ITO, and provide the same information requested above on a photocopy of this form.

Attach a copy of Respondent's active registration with the State of Florida Division of Corporations proving Respondent's authority to do business in the state of Florida, or a copy of the application for same that has been accepted by the state of Florida.

FORM 4: AFFIDAVIT AS TO NON-COLLUSION
(This form to be included in ITO submittal)

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

(print name of Respondent and address)

the Respondent that has submitted the attached Offer.

2. The attached Offer is genuine. It is not a collusive or sham Offer.

3. I am fully informed of the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Offer.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Offer in connection with the ITO for which the attached Offer has been submitted, or to refrain from quoting in connection with such ITO, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Offer of any other Respondent, or to fix any overhead, profit, or cost element of the Offer amount of any other Respondent or Offeror, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed lease.

5. The price(s) offered in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this Offer, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Signature: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____ as _____ (title) of _____ (Respondent), the party on behalf of whom instrument was executed, and is () personally known to me or () has produced _____ identification.

(SEAL)

(Signature)

Notary Public, state of _____ at Large

FORM 5: REVENUE OFFER SCHEDULE

(This form to be included in ITO submittal)

Offers will be opened at 2:00 p.m., on October 15, 2026.

Invitation to Offer (ITO) No. LRS 2686

1. OFFER SUBMISSION. In response to Invitation to Offer (ITO) No. LRS 2686 for the lease of apiary sites located within the District's Newnans Lake Conservation Area, Longleaf Flatwoods Reserve, Lochloosa Wildlife Conservation Area, Orange Creek Restoration Area, Silver Springs Forest Conservation Area and Rice Creek Conservation Area, in Alachua, Marion, and Putnam Counties, Florida, the undersigned Respondent hereby submits this Offer to enter into a Lease Agreement with the District.

2. OFFERED ANNUAL LEASE FEE. Respondent proposes to pay the District the following annual lease fee in accordance with the Revenue Offer Schedule:

- **Fee per 0.25 acres x 17 sites = \$** _____
- **Annual Lease Fee Offered: \$** _____ **per year**
- **Total Annual Lease Fee in Words** _____

3. ACKNOWLEDGMENTS. By submitting this Offer, Respondent acknowledges and agrees that:

- The Property is offered strictly on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis;
- Respondent has had, or voluntarily elected not to conduct, an opportunity to inspect and evaluate the Property;
- Respondent is relying solely on its own investigation, judgment, and professional advisors, and not on any representation or warranty of the District;
- Respondent meets all minimum qualifications established by the District; and
- The District retains sole discretion to determine Respondent responsibility, responsiveness, and eligibility.

4. RESERVATION OF RIGHTS. The District reserves the right to reject any or all Offers, waive informalities or irregularities, and award or not award a Lease in the District's sole and absolute discretion. The District further reserves the right to disqualify any Respondent that has previously defaulted under a District agreement, been terminated for cause, or otherwise failed to comply with District lease obligations.

5. BINDING OFFER. This Offer shall remain valid for a period of 25 days from the date of submission. If accepted by the District, this Offer shall form the basis for a Lease Agreement to be negotiated and executed by the parties.

Name of Respondent: _____

Email: _____

Authorized Representative: _____

Phone: _____

Title: _____

Address: _____

Signature: _____

Date: _____

FORM 6: IRS FORM – W-9
(This form must be included in ITO submittal)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																			
	2 Business name/disregarded entity name, if different from above																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) See Instructions.	Requester's name and address (optional)																																																		
	6 City, state, and ZIP code																																																			
	7 List account number(s) here (optional)																																																			
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">Sign Here</td><td style="width: 50%;">Date ▶</td></tr><tr><td>Signature of U.S. person ▶ _____</td><td>_____</td></tr></table>			Sign Here	Date ▶	Signature of U.S. person ▶ _____	_____																																														
Sign Here	Date ▶																																																			
Signature of U.S. person ▶ _____	_____																																																			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																				
Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																				

SAMPLE APIARY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this first day of ____ 2026, by and between the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (hereinafter "District"), and _____, whose mailing address is _____ (hereinafter "Lessee"). Wherever used herein, the terms "District" and "Lessee" include their officers, agents, employees, contractors, or assigns, the heirs and legal representatives of individuals, and the successors of corporations, partnerships, public bodies, and quasi-public bodies.

WHEREAS, District is the owner of certain real property located in Alachua, Putnam, and Marion Counties on District properties known as Newnans Lake Conservation Area, Longleaf Flatwoods Reserve, Lochloosa Wildlife Conservation Area, Orange Creek Restoration Area, Silver Springs Forest Conservation Area and Rice Creek Conservation Area. Lessee desires to lease a portion thereof, consisting of seventeen (17) 0.25-acre sites, as more particularly depicted in Exhibit "A" attached hereto and made a part hereof (the "Property"), for conducting an apiary operation; and

WHEREAS, use of the Property for apiary activities as provided herein is consistent with the District's land management goals for the Property and provides interim management and security for the Property; and

WHEREAS, this Lease is being entered into by District pursuant to section 373.093, Florida Statutes.

NOW, THEREFORE, based on the above premises, which are hereby made a part of this Lease, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease of Property. Subject to the reservations, restrictions and obligations hereinafter set forth, the District leases to Lessee and Lessee leases from the District the right to use the Property for the specific and limited purpose of conducting and maintaining an apiary operation and for no other purpose whatsoever. This Lease does not create any easements in the Property. No act taken pursuant to this Lease shall be construed to be a pledge of credit by the District.
2. One sublease limited to 1 sublease per conservation area may be authorized with prior written consent from the District's Real Estate Services Program. Lessee will remain responsible for all aspects of the lease including the activities of any Sub-lessee and may be held in default due to actions of their Sub-lessee.
3. Term. The initial term of this Lease shall be for a period of one-year, commencing on _____, and terminating on _____. Thereafter, the lease shall automatically renew for four (4) additional one-year terms expiring on _____. ("Term").
4. Effective Date. For all purposes of this Lease, the Effective Date hereof shall mean the date when the last of the District or Lessee has executed the same, which date shall be inserted at the top of this page.
5. Lease Fee. Lessee shall pay District an Annual Lease Fee (the "Fee") in the amount of _____ (\$_____), based upon an annual leasing fee of \$____ per site for a total of _____ apiary sites. The Fee shall be due and payable in advance, without notice or setoff, on or before the Effective Date, and continuing thereafter on or before the anniversary of the Effective Date for each year that this Lease remains in effect. All payments shall be made payable to St.

Johns River Water Management District by check, money order, or electronic deposit, and, if paid by check or money order, mailed or hand-delivered to the Director of Real Estate Services Program at the address set forth in Paragraph 13, or as otherwise designated in writing by District. The Fee shall be paid free from and without regard to any claims, demands, or set offs against the District of any kind.

6. District's Reserved Rights. All rights not expressly granted to Lessee pursuant to this Lease are reserved by the District. In addition, the District specifically reserves the rights set forth below.
 - (a) The District may use the Property for water management purposes, as the District in its sole discretion determines are necessary, provided that such use shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
 - (b) The District, its officers, agents, consultants and employees, upon reasonable notice to Lessee, may enter the Property for the purpose of scientific investigation, surveying, the taking of soil borings, or such other uses as may be determined by the District, so long as such entry and use does not unreasonably interfere with Lessee's authorized use of the Property. Such persons shall promptly close and lock any gates through which they pass. Boring holes shall be promptly filled and packed to the surrounding earth level.
 - (c) The District, its officers, agents, consultants and employees may, at any reasonable time and without prior notice to Lessee, inspect the Property for the purpose of examining the condition and use thereof and otherwise determining Lessee's compliance with this Lease.
 - (d) The District may grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges to others over, under, through or across the Property, provided that such grant shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
 - (e) The Property is part of a larger conservation area acquired by the District. The District reserves for its use and occupancy during the term of this Lease, rights-of-way across the Property in order to access the District's remaining lands; provided, however, that such access shall not damage or disrupt Lessee's authorized use of the Property. The location of such rights-of-way to both the Property and the remainder of the District's lands shall be discussed with Lessee; provided that the District shall make the final decision regarding the exact location and uses of such rights-of-way.
7. Lease Requirements Pertaining to Use and Maintenance of the Property.
 - (a) "AS IS, WHERE IS" condition of Property. The Property is being leased to Lessee in "AS IS" and "WHERE IS" condition. The District has not determined and makes no representations that the Property is suitable for the purposes set forth herein. The District shall not bear any financial cost or obligation to Lessee as a result of this Lease.
 - (b) Security. As additional consideration for this Lease, Lessee shall provide, while physically present on the Property, surveillance and security for the Property, including checking gates and fences and reporting law violations, crimes and vandalism to the District and proper authorities. Lessee will, to the best of its ability, assist in protecting the Property against trespassers, poachers, and vandals. The District's Land Manager must be immediately notified if any lock is added to or removed from gates occupying the Property.

- (c) Additional structures. Except as specifically provided herein, no additional structures (i.e., buildings, fencing, road material, etc.) or other man-made alterations will be placed on or made to the Property without prior written District consent.
- (d) District coordination. All activities, other than those specifically set forth herein, shall be coordinated with and approved by the District's Land Manager, or such other person designated by the District in writing.
- (e) Lessee control of Property. During the term of this Lease, Lessee is solely responsible for the conduct and control of all activities by Lessee, its employees, licensees, and invitees, on the Property. Lessee has the sole and complete duty to ensure the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. The District does not, by or through its activities in inspecting the Property and reviewing Lessee's activities thereon for the purposes of this Lease, assume any duty as to the condition of the Property with regard to the safety of Lessee, its employees, licensees, and invitees. Nor does the District assume any duty for the benefit of third parties or governmental agencies regarding compliance with permit conditions or any other matters associated with Lessee's activities under this Lease. Lessee is solely and directly responsible to any such third parties for all liability associated with its activities under this Lease.
- (f) Lessee maintenance of Property. Lessee, at its own expense, shall keep and maintain the Property and all Lessee improvements thereon in a good state of appearance and order. Except as provided in paragraph 8(b), Lessee is prohibited from defacing or cutting of live or dead trees, plants or plant materials. Lessee shall, at its own expense, upon expiration or termination of this Lease, surrender the Property in "same as found" condition. Lessee shall not dump or place any garbage or refuse on the Property.
- (g) Lessee's personal property. All personal property placed upon the Property by Lessee shall be at Lessee's sole risk of loss. Under no circumstance shall the District be liable for any damage to or loss of any such personal property. All personal property shall be removed from the Property upon expiration or termination of this Lease as otherwise provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by the District as its property or disposed of in such manner as the District may see fit without accountability or liability to Lessee. Upon termination as provided in paragraph 14, or expiration of the Lease term, Lessee shall have 30 days in which to remove all of Lessee's personal property and equipment from the Property.
- (h) Laws and regulations. Lessee shall abide by all applicable federal, state, and local laws, rules, regulations, and ordinances with respect to Lessee's use of the Property. No illegal, unlawful, offensive or immoral activities will take place on the Property.
- (i) Hunting. No hunting shall take place on the Property.
- (j) Archaeology. Lessee and its employees, invitees and licensees shall not collect artifacts or disturb archaeological or historic sites.

8. Additional Specific Conditions Applicable to Authorized Use of the Property.

- (a) Initial placement of apiary sites must be approved by the Land Manager before installation. Placement of sites may be revised during the lease term by prior written approval of the District's Land Manager. Any revised site locations must remain in the same county and same Conservation Area as originally designated. Lessee shall notify the District's Land

Manager prior to each time that colonies are moved on and off each site during the term of this Lease. Up to 100 colonies per site are authorized.

- (b) Clearing of vegetation shall be limited to small shrubs, weeds, and grasses surrounding colonies within each of the sites. Lessee shall make no other physical improvements or alterations to the Property.
- (c) During the term of this Lease, Lessee must maintain a Certificate of Apiary Registration issued by the Florida Department of Agricultural and Consumer Services – Division of Plant Industry (FDACS) covering the number of colonies Lessee is keeping on the property and shall practice Best Management Practices (BMPs) for beekeeping activities as established by FDACS. Lessee shall comply with Paragraphs 3 through 9 of the FDACS Beekeeper Compliance Agreement entitled “Best Management Requirements for Maintaining European Honeybee Colonies on Non-Agricultural Lands” in Exhibit “B” attached hereto and made a part hereof.
- (d) Lessee’s activities shall be limited to the seventeen (17) 0.25-acre sites as identified on attached maps, Exhibit A. Apiary sites should be at least 0.25 miles from public parking areas and more than 100 feet from the nearest road or trail used by the public unless Lessee has received prior written approval from the District’s Land Manager to place the apiary site in a location closer to a public parking area, road or trail.
- (e) All apiary sites shall be permanently marked and include the name of the apiarist. Signs warning that colonies are present shall be placed where they can be read by persons approaching the apiary site. Warning signs shall be located at least 50 feet away from the actual colonies.
- (f) Lessee acknowledges that the District conducts certain land management activities on the Property that include, but are not limited to, the use of prescribed fire. Although efforts will be made to place apiaries in areas not scheduled for burning, the District does not guarantee the safety of the colonies. Fire management will not be altered in any way around apiary sites and District staff will not be responsible for defending these areas from fire.
- (g) Lessee agrees to remove colonies and all other property within 30 days following termination of this Lease. Lessee further agrees that the District shall be entitled to collect from Lessee any and all costs that the District may incur as a result of Lessee’s failure to comply with this condition.

9. Insurance.

- (a) Lessee must at all times maintain a Commercial General Liability Coverage afforded under a Commercial General Liability policy with limits not less than:
 - \$300,000 each occurrence Bodily Injury, Property Damage and Personal and Advertising Injury
 - \$300,000 each occurrence for Products and Completed Operations

The District its officers, employees, agents, and invitees are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officers, employees, agents and invitees.

The Lessee's general liability insurance shall include: (1) endorsement that waives any right of subrogation against the District; and (2) endorsement to give the District not less than thirty (30) days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements provided to the District prior to this Lease becoming effective.

- (b) Lessee must at all times maintain auto insurance meeting minimum Florida statutory requirements for each vehicle used on the Property.
- (c) Insurance coverage must be placed with insurers having an A.M. Best rating of A-V or greater. At least ten (10) days prior to the expiration of any required coverage, a certificate showing that such coverage has been renewed shall be filed with the District. If coverage is canceled or reduced, Lessee shall, within 30 days after receipt of notice thereof, file with the District a certificate showing that such coverage has been reinstated or provided through another insurance company. If Lessee at any time fails to obtain required insurance coverage, the District may obtain such coverage and Lessee shall reimburse the District for the cost thereof, plus 10% for administrative overhead.

10. Waiver of Liability and Indemnity.

- (a) Under no circumstance shall the District be liable to Lessee, its licensees, invitees, or Sub-lessees for damage to Lessee's, or Lessee's licensees, invitees, or Sub-lessees personal or other property, or for death or personal injury to Lessee, its licensees, invitees, or Sub-lessees, as a result of the activities authorized by this Lease. Lessee agrees to protect, defend, save, indemnify, and hold the District harmless from and against all liability, claims, causes of action, judgments or decrees, including litigation expenses and reasonable attorneys' fees, involving damage to property or death or injury to Lessee, its licensees, invitees, Sub-lessees, or other third persons, arising from the use and occupancy of the Property by Lessee, its licensees, invitees, or Sub-lessees. In the event of any such claims made or suits filed, the District shall provide Lessee prompt written notice thereof and Lessee shall be responsible for the defense thereof.
- (b) Lessee hereby waives any claim against the District for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Lease or any part hereof and resulting in a judgment or decree declaring this Lease null and void, in whole or in part, or delaying the same from being carried out. In such event, the parties shall enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

11. Liens and Encumbrances. Lessee must pay all lawful debts incurred by Lessee with respect to the Property and any improvements thereon authorized by Lessee. Lessee must satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration and repair of or on the Property. Lessee has no authority to create any mortgages or other encumbrances, including easements, on the Property, or liens for labor or material on or against the Property. All persons contracting with Lessee for financial assistance or any construction or other activity on the Property shall be notified by Lessee that they must look to Lessee only to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Lease. If any lien is registered on title to the Property by any Lessee contractor, Lessee shall discharge or bond such lien off title to the Property within 30 days of receipt of notice of registration of such lien.

12. Taxes and Assessments. Lessee is responsible for payment of all ad valorem, non-ad valorem, intangible personal property taxes, and special assessments as may be levied or assessed against the Property that are associated with Lessee's activities under this Lease, including Lessee's

improvements and personal property. Lessee may, at its own expense and in its own name, contest any such taxes or special assessments. The District will cooperate fully with Lessee in any such contest when the District determines, in its sole judgment and discretion, that Lessee is being incorrectly assessed for any taxes. The District will provide the Lessee with copies of any assessments or other tax notices, so that the Lessee can file any notice of contest and pay for any tax payable by it in a timely manner.

13. Notices. All notices, consents, approvals, waivers and elections that any party is required or desires to make under this Lease shall be in writing and shall be deemed sufficiently made or given: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand-delivery to the named individuals representing the party to be notified; (iii) by private parcel delivery services for which receipt is provided to the notifying party; (iv) by facsimile transmission, or (v) by e-mail, receipt of which is acknowledged by the notified party. Notices shall be deemed to have been given and received on the date of the mailing, or if hand-delivered, on the date of such delivery, or the date of receipt of facsimile transmission or e-mail. Notices shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate.

District: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. Box 1429
Palatka, Florida 32178-1429
Attention: Diana Bankhardt
Real Estate Specialist, Real Estate Services Program
Phone: (386) 329-4557
E-mail: realestateservices@sjrwmd.com

Lessee: _____

14. Notice of Termination; Remedies for Default.

- (a) Notice of termination. This Lease may be terminated without cause by either party giving thirty (30) calendar days advance written notice of such termination to the other party. In the event this Lease is terminated by the District without cause, Lessee shall receive a pro-rata refund of pre-paid Fees. In the event this Lease is terminated by Lessee without cause, pre-paid Fees shall be forfeited.
- (b) Default; remedies for default. Lessee shall be in default for violation of any provision of this Lease, including, but not limited to: (1) failure to pay Lease Fee or any other monies due to District when due; (2) assigning or attempting to assign this Lease; (3) sub-leasing the Property without the District's prior written approval; (4) using the Property for any purpose not expressly permitted by this Lease, and (5) failure of any Sub-lessee to perform in accordance with this Lease. In the event of default, the District shall be entitled to the following independent and cumulative remedies: (1) terminate this Lease and take possession of the Property in its first and former estate, and thereupon this Lease and all of the District's obligations hereunder shall terminate and be null and void, without prejudice to the District's right to recover from Lessee any sums due hereunder; (2) institute an action for damages against Lessee; (3) obtain injunctive relief to enjoin Lessee's violations of the Lease; (4) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to the District; (5) any other available remedies under Florida law. Prior to termination of this lease, the District shall provide Lessee not less than thirty (30) days written Notice of Termination, specifying the nature of the default and the date of termination. If Lessee has not cured the default within the time stated, the District shall notify Lessee thereof and this Lease shall terminate as of the

date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited.

15. **Ownership of Improvements and Surrender of Premises.**
 - (a) Ownership of improvements. During the Lease term, Lessee shall not make any permanent improvements to the Property. Upon the termination or expiration of this Lease, Lessee shall remove all temporary structures constructed by Lessee on the Property; provided, however, that the District may authorize Lessee to leave a structure that the District deems to be in good condition and usable for the District purposes.
 - (b) Surrender of premises. Lessee shall, on or before the last day of the Lease term, or upon the sooner termination for any cause set forth herein, peaceably and quietly surrender the Property to the District, together with all improvements thereon, as provided herein. If Lessee holds over or refuses to surrender possession of the Property after termination or expiration of this Lease, such holding over shall constitute a tenancy at sufferance from month to month, subject to the same terms and conditions as herein provided, except that the Fee shall be increased by 50 percent above the Fee in the month prior to the date of termination or expiration. The District does not waive its right to eviction or other remedies under Florida law by acceptance of rent during the holdover period.
16. Pollution. The discharge by Lessee of any fuel, oils, petroleum products, litter or other harmful or hazardous materials or wastes, as defined under the laws of the State of Florida and the United States, on the Property or other District lands is prohibited. Should any such harmful or hazardous materials or wastes be discharged by Lessee, the District shall be immediately notified. Lessee shall be solely responsible for all costs associated with any resulting investigation, cleanup and remediation. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. Lessee shall indemnify and hold the District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.
17. Non-Waiver of Regulatory Authority. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.
18. Non-Waiver of Sovereign Immunity. No provision of this Lease shall be construed as a waiver by the District of its sovereign immunity under the Constitution and laws of the State of Florida in excess of the waiver set forth in section 768.28, Florida Statutes, as it now or hereafter exists.
19. Assignment. The rights and obligations created by this Lease shall run with the land and are binding upon the parties, their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part. The District's rights hereunder may be transferred in connection with a sale of the Property without Lessee's consent. However, the District shall provide Lessee written notice of any such transfer.
20. Recording. Neither this Lease nor any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.
21. Governing Law; Attorney's Fees; Waiver of Jury Trial. This Lease shall be construed and interpreted according to the laws of the State of Florida and shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related

to this Lease: (1) each party shall bear its own attorney's fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

22. Non-Waiver. No District waiver of Lessee's non-compliance with any provision of this Lease shall be deemed a waiver at any time thereafter of the same or other provision hereof. No delay or failure by the District to re-enter the Property or exercise any right or option hereunder shall constitute a waiver thereof or be considered exhausted or discharged by its exercise in one or more instances. All District rights or remedies under this Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.
23. Radon Gas. Pursuant to the provisions of section 404.056(8), Florida Statutes, the District hereby notifies Lessee as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
24. No Coercion for Labor or Services. Lessee, a nongovernmental entity entering the Lease with the District, certifies, assures, and affirms that Lessee does not use coercion for labor or services as prohibited under §787.06, Fla. Stat. If Lessee is a nongovernmental entity, Lessee must provide the District with the Human Trafficking Attestation, Attachment 1, executed by an officer or representative of Lessee.
25. Common Carrier. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Lessee shall complete Attachment 2, the Common Carrier or Contracted Carrier Attestation.
26. Entire Agreement. This Lease constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter of this Lease other than those contained herein. This Lease may not be modified except in writing signed by the parties or their authorized representatives.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement to become effective as of the date and year first above written. This Lease may be executed in separate counterparts, which shall not affect its validity.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____
Michael A. Register, P.E.
Executive Director

Date: _____

ATTEST:

Erin Preston
General Counsel, SJRWMD

Approved as to form and legality:

Karen Ferguson
Sr. Asst. General Counsel

LESSEE

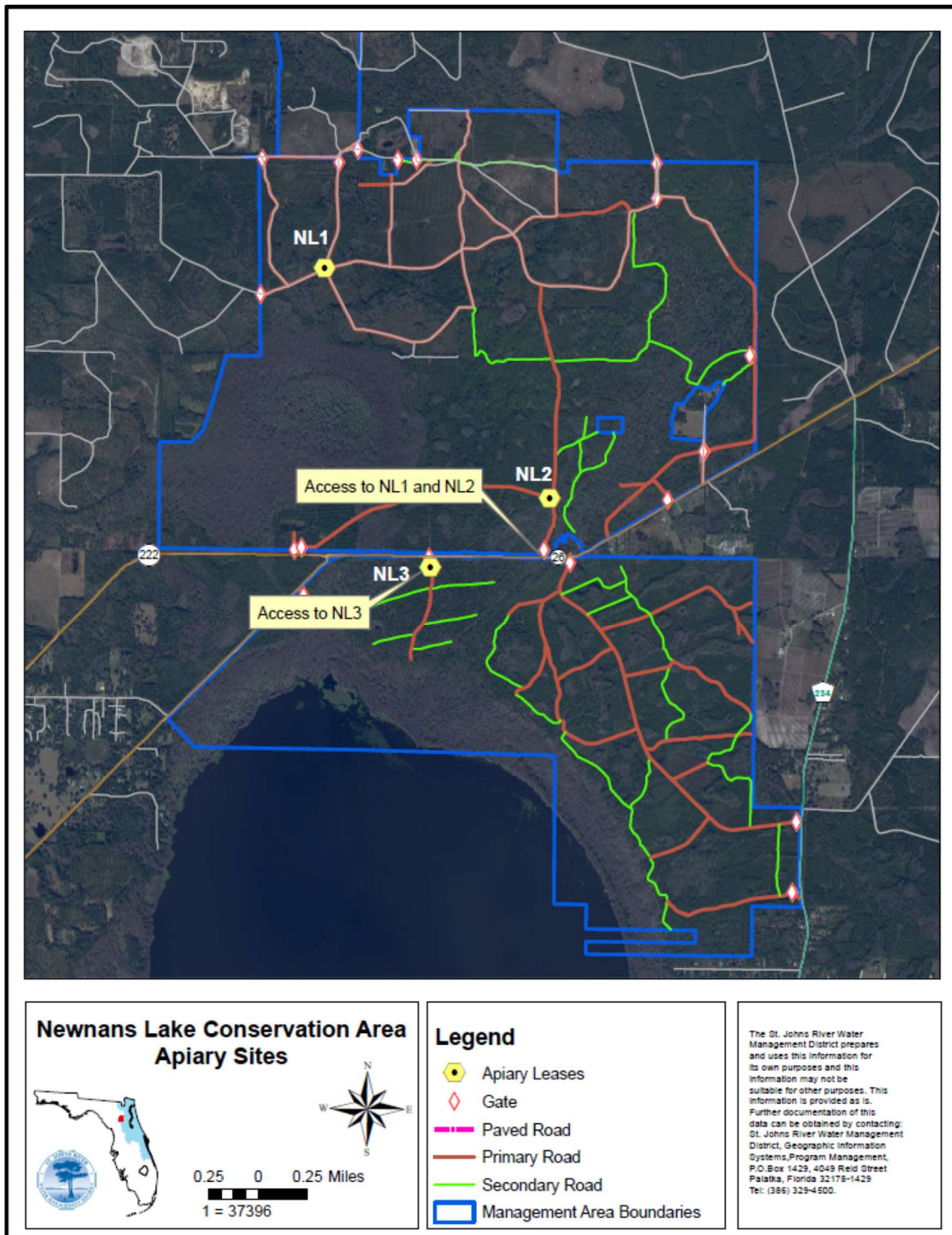
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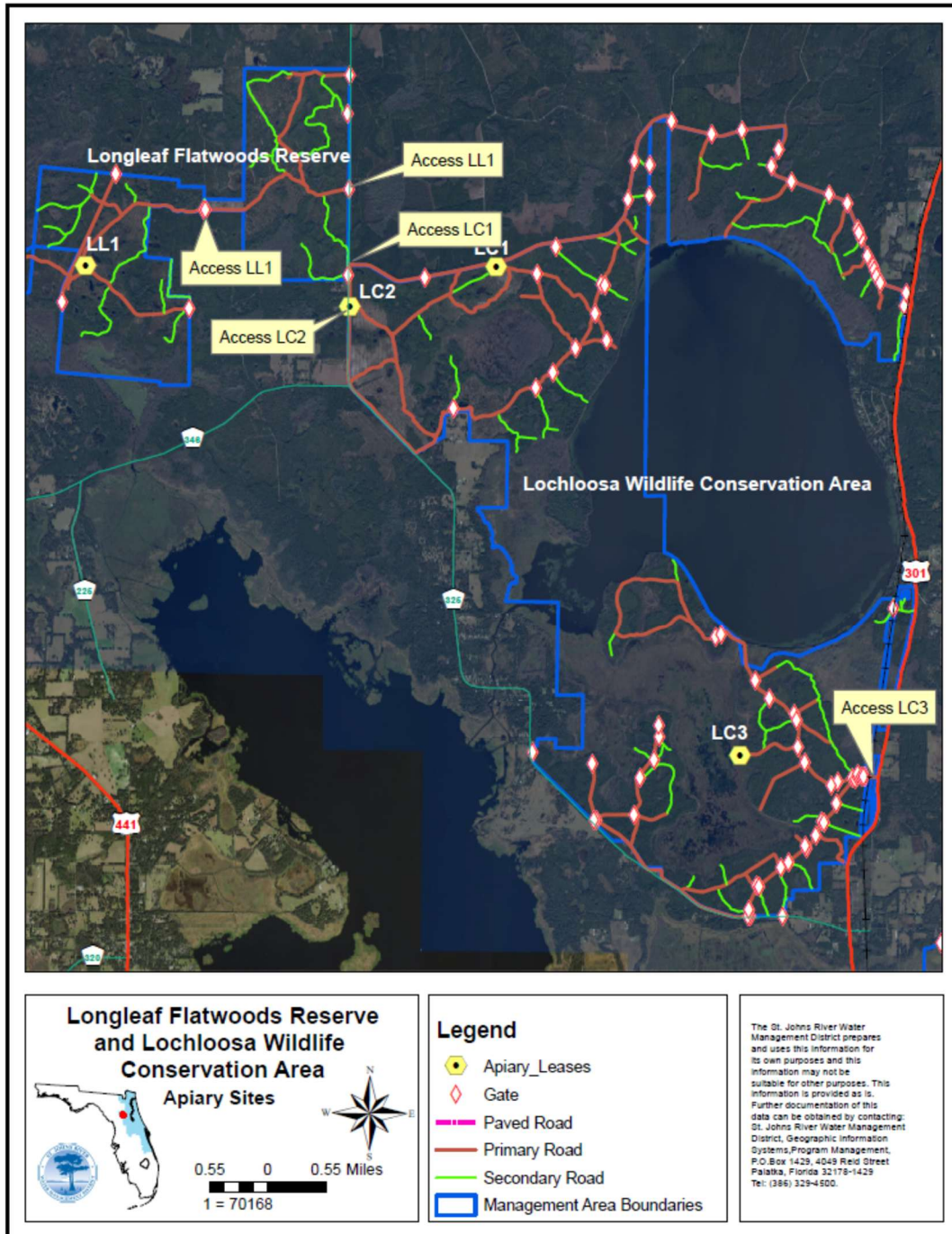
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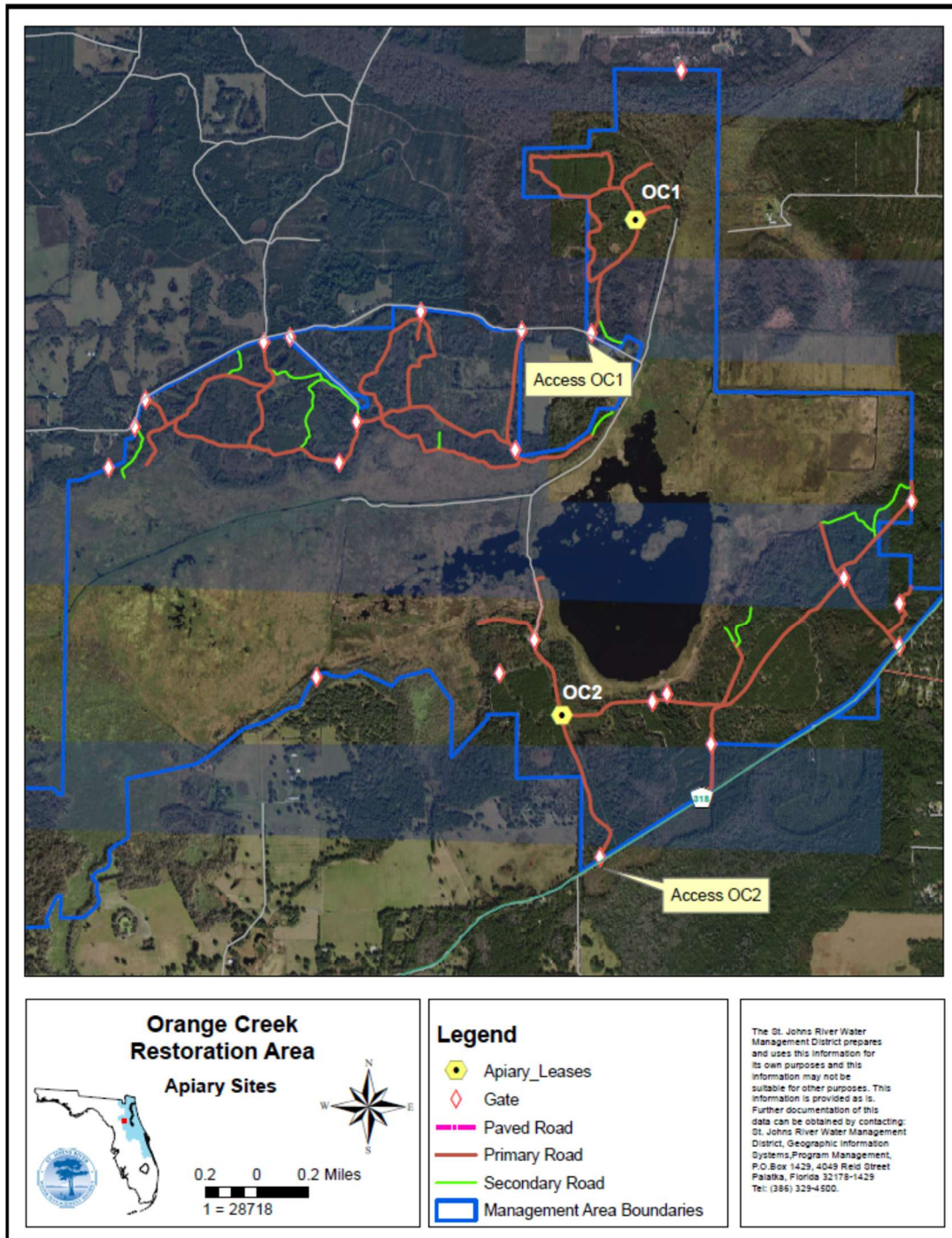
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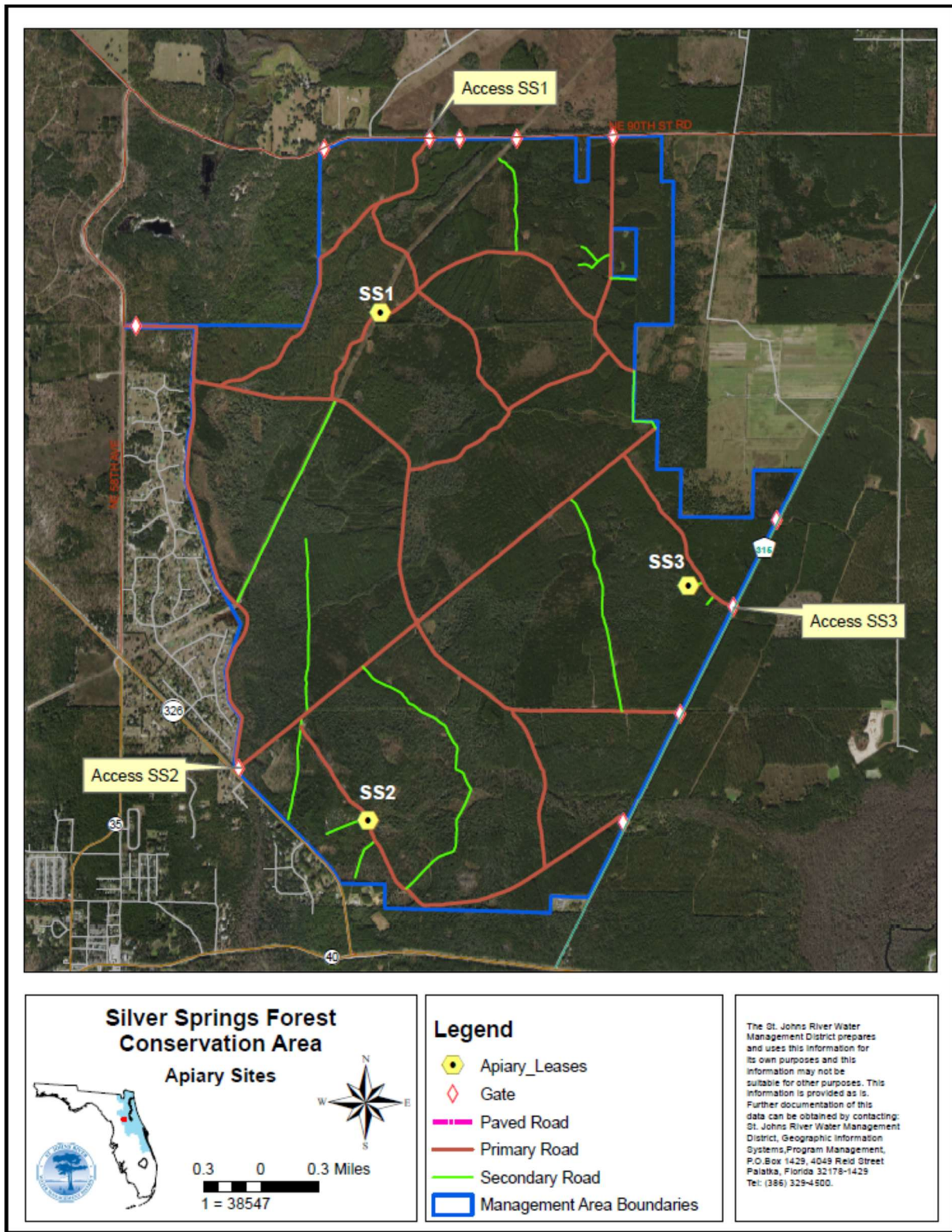
EXHIBIT “A” – MAPS

Apiary ID	Conservation Area	District Parcel Name	County Parcel Number	County
NL1	Newnans Lake Conservation Area	2004-002-P1 Rayonier Forest Resources, L.P.	17664-001-000	Alachua
NL2	Newnans Lake Conservation Area	1998-006-P1 Arthur Gladstone	17687-001-000	Alachua
NL3	Newnans Lake Conservation Area	2000-035-P1 NPC Timber, Inc.	17726-000-000	Alachua
LL1	Longleaf Flatwoods Reserve	2007-027-P1 Rayonier Forest Resource, L.P.	16319-001-000	Alachua
LC1	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	18253-001-000	Alachua
LC2	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	18255-000-000	Alachua
LC3	Lochloosa Wildlife Conservation Area	1993-045-P1 Nekoosa Packaging Corporation	20173-000-000	Alachua
OC1	Orange Creek Restoration Area	1996-103-P1 Oklawaha Farm, Inc	20229-001-000	Alachua
OC2	Orange Creek Restoration Area	1996-103-P1 Oklawaha Farm, Inc	03327-000-00	Marion
SS1	Silver Springs Forest Conservation Area	2015-004-P1 Rayonier Atlantic	16057-000-00	Marion
SS2	Silver Springs Forest Conservation Area	2014-009-P1 Rainey	16131-000-00	Marion
SS3	Silver Springs Forest Conservation Area	2015-004-P1 Rayonier Atlantic	16128-000-00	Marion
RC1	Rice Creek Conservation Area	2001-061-P1 Plum Creek	11-10-25-0000-0010-0010	Putnam
RC2	Rice Creek Conservation Area	2001-061-P1 Plum Creek	03-10-25-0000-0010-0020	Putnam
RC3	Rice Creek Conservation Area	2001-061-P1 Plum Creek	37-09-25-0000-0010-0010	Putnam
RC4	Rice Creek Conservation Area	2008-004-P1 Motes	06-10-26-0000-0020-0010	Putnam
RC5	Rice Creek Conservation Area	2008-004-P1 Motes	06-10-26-0000-0010-0000	Putnam









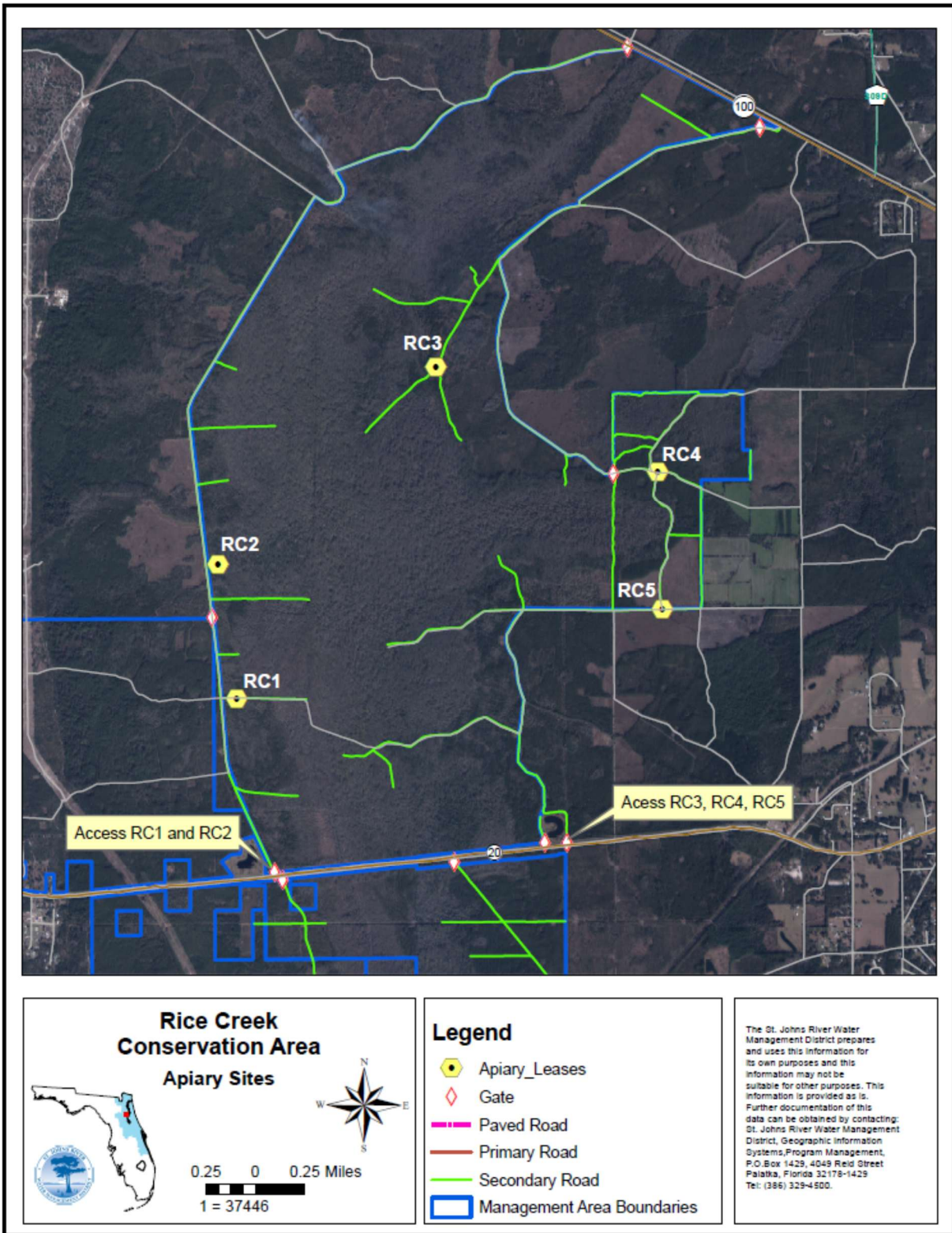


EXHIBIT "B"

Florida Department of Agriculture and Consumer Services Division of Plant Industry

BEEKEEPER COMPLIANCE AGREEMENT – BEST MANAGEMENT REQUIREMENTS FOR MAINTAINING EUROPEAN HONEYBEE COLONIES

Chapter 586.10 (1), F.S. / Rule 5B-54.0105, F.A. C.

1911 SW 34 Street/P.O. Box 147100, Gainesville, FL 32614-7100
Phone: (352) 395-4633 / Fax: (352) 395-4624

1. NAME & MAILING ADDRESS OF OWNER OR AGENT: 2. APIARY(IES) LOCATIONS BY COUNTY

3. REGULATED ARTICLE(S): **Honeybee colonies**

4. APPLICABLE STATE QUARANTINE(S) OR REGULATIONS:

193.461, 570.32, 586.10 (1), Florida Statutes, and Chapter 5B-54, Florida Administrative Code.

Signature of this document indicates adherence to the following requirements and establishes compliance with Chapter 586, Florida Statutes. Beekeepers keeping bees in areas that are not classified as agricultural pursuant to Section 193.461, Florida Statutes, must adhere to these guidelines. The guidelines are recommended but not required for beekeepers keeping bees in areas classified as agricultural pursuant to section 193.461, Florida Statutes.

BEST MANAGEMENT REQUIREMENTS FOR MAINTAINING EUROPEAN HONEYBEE COLONIES ON NON-AGRICULTURAL LANDS

The colony density limits in areas not classified as agricultural pursuant to Section 193.461, Florida Statutes, below, minimize potential conflict between people and honeybees and beekeepers following the BMRs outlined in this document. The honeybee colony requirements /densities may not be exceeded except under a special permit issued by the Director of the Division of Plant Industry in accordance with the requirements of Rule 5B-54.0105(3), F.A.C.

1. The placement of honeybee colonies on **non-agricultural private lands** must agree to and adhere to the following stipulations:
 - A. When a colony is situated within 15 feet of a property line, the beekeeper must establish and maintain a flyway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends beyond the colony in each direction.
 - B. All properties, or portions thereof, where the honeybee colonies are located must be fenced, or have an equivalent barrier to prevent access, and have a gated controlled entrance to help prevent unintended disturbance of the colonies.
 - C. No honeybee colonies may be placed on public lands including schools, parks, and other similar venues except by special permit letter issued by the Director of the Division of Plant Industry and written consent of the property owner.
2. Honeybee colony densities on **non-agricultural private land** are limited to the following property size to colony ratios:
 - A. One quarter acre or less tract size - 3 colonies. Colony numbers may be increased up to six colonies as a swarm control measure for not more than a 60-day period of time.

- B. More than one-quarter acre, but less than one-half acre tract size - 6 colonies. Colony numbers may be increased up to 12 colonies as a swarm control measure for not more than a 60-day period of time.
 - C. More than one-half acre, but less than one-acre tract size - 10 colonies. Colony numbers may be increased up to 20 colonies as a swarm control measure for not more than a 60-day period of time.
 - D. One acre up to two and a half acres - 15 colonies. Colony numbers may be increased up to 30 colonies as a swarm control measure for not more than a 60-day period of time.
 - E. Two and a half to five acres - 25 colonies. Colony numbers may be increased up to 50 colonies as a swarm control measure for not more than a 60-day period of time.
 - F. Five up to 10 acres – 50 colonies. Colony numbers may be increased up to 100 colonies as a swarm control measure for not more than a 60-day period of time.
 - G. Ten or more acres – 100 colonies. The number of colonies shall be unlimited provided all colonies are at least 150 feet from property lines.
3. Beekeepers must provide a convenient source of water on the property that is available to the bees at all times so that the bees do not congregate at unintended water sources.
 4. Beekeepers must visually inspect all honeybee colonies a minimum of once a month to assure reasonable colony health including adequate food and colony strength. If upon inspection honeybees appear to be overly aggressive the beekeeper shall contact their assigned apiary inspector for an assessment.
 5. Re-queen collected swarms, new colonies and maintain colonies with queens or queen cells from EHB queen producer(s).
 6. Practice reasonable swarm prevention techniques as referenced in University of Florida's Institute of Food and Agricultural Sciences extension document "Swarm Control for Managed Beehives", ENY 160, published November 2012.
 7. Do not place apiaries within 150 feet of tethered or confined animals or public places where people frequent. (Examples - day care centers, schools, parks, parking lots, etc.)
 8. Do not place colonies in an area that will impede ingress or egress by emergency personnel to entrances to properties and buildings.
 9. Deed restrictions and covenants that prohibit or restrict the allowance for managed honeybee colonies within their established jurisdictions take precedence and as a result supersede the authority and requirements set forth in Chapter 586 Florida Statutes and Rule Chapter 5B-54, Florida Administrative Code.

It shall be presumed for purposes of this article that the beekeeper is the person or persons who own or otherwise has the present right of possession and control of the tract upon which a colony or colonies are situated. The presumption may be rebutted by a written agreement authorizing another person to maintain the colony or colonies upon the tract setting forth the name, address, and telephone number of the other person who is acting as the beekeeper.

5. AUTHORIZED SIGNATURE		6. PRINTED NAME & TITLE	7. DATE SIGNED
The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled or renewed, but may be revised as necessary or revoked for noncompliance. All previous versions of this compliance agreement are superseded and rendered obsolete by this document.			8. AGREEMENT NUMBER
			9. DATE OF AGREEMENT
10. OFFICIAL NAME & TITLE		11. OFFICIAL ADDRESS Division of Plant Industry Apiary Inspection Section	
12. OFFICIAL SIGNATURE		P.O. Box 147100 Gainesville, FL 32614-7100	