

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 INVITATION TO SUBMIT OFFER (ITO) LRS #2740 TO LEASE PROPERTY
 HEART ISLAND CONSERVATION AREA – FLAGLER AND VOLUSIA COUNTIES, FLORIDA

The Governing Board of the St. Johns River Water Management District (District) requests sealed offers from qualified Respondents for a cattle grazing leasing opportunity. The area to be leased is over a portion of the Heart Island Conservation Area (the Property) in Flagler and Volusia Counties, Florida. The lease area is 690 acres. The District will authorize a maximum of 24 animal units grazing the Property. The term of the lease is 10 years. Please review the requirements and specifications.

Interested parties must respond to the solicitation below by 2 p.m. June 3, 2026. ITO packages may be obtained from the District’s website at <https://www.sjrwmd.com/lands/cattlelease/> or by calling District Project Manager Diana Bankhardt at (386) 329-4557 or emailing RealEstateServices@sjrwmd.com.

PROPOSED SCHEDULE

May 15, 2026	Advertisement/Release of Invitation to Offer
May 19 and May 20, 2026 9:00 a.m. – 3:30 p.m.	Mandatory Site Inspection. Site visit location: Heart Island Conservation Area. Address: From Barberville, FL, take State Road 40 east to Chessor Hammock Road, turn Left (north) on Chessor Hammock Road, take Chessor Hammock Road to Chessor Road, turn right (east, WMA Sign), follow Chessor road to “T” intersection (Flat Road), turn left (north) on Flat Road and follow to “T” intersection (Bull Pen Road), turn left on Bull Pen Road and follow to “T” intersection (Truck Trail 11), turn right on Truck Trail 11 and follow to “T” Intersection (Truck Trail 12). Cattle lease area will be directly north of intersection. Turn left on Truck Trail 12 and drive approximately 300 yards, access gate is on the right.
On or before May 26, 2026	Additional questions and requests for interpretations following the Mandatory Site Inspection are due to District Project Manager in writing on or before May 26, 2026. Emails accepted at dbankhar@sjrwmd.com with a copy to RealEstateServices@sjrwmd.com.
May 28, 2026	District’s Project Manager will publish an Addendum to the ITO, if needed.
June 3, 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 Microsoft Teams Teleconference. The Teams Meeting information will be emailed to the site visit participants at least one day prior to the bid opening date.
June 9, 2026	Notice of Intended Decision (posted on District website)
July 14, 2026	Request for Governing Board to approve lease. *

***Denotes a public meeting. 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).**

MANDATORY SITE VISIT

PLEASE NOTE:

The Property is leased As-Is, Where-Is. By providing an offer, Bidder is acknowledging satisfaction with the suitability and condition of the Property. Attendance at a mandatory site visit is required to submit an offer and is beneficial for understanding the site conditions and for asking questions about the Property.

On May 19 and May 20, 2026, (**Painted White Lock, Gate Code is 0782**) the District will conduct a MANDATORY site visit each day starting at 9:00 a.m. Eastern Daylight Time and ending at 3:30 p.m. Eastern Daylight Time. Please ensure you **sign the Attendance Log** for this site visit. Any company without a representative at the site visit will **not** be authorized to submit an offer. The **MANDATORY SIGN IN ATTENDANCE LOG** will be **located in a red box by the gate post.** .

Site Visit Location: Heart Island Conservation Area. Address: From Barberville, FL, take State Road 40 east to Chessor Hammock Road, turn Left (north) on Chessor Hammock Road, take Chessor Hammock Road to Chessor Road, turn right (east, WMA Sign), follow Chessor road to “T” intersection (Flat Road), turn left (north) on Flat Road and follow to “T” intersection (Bull Pen Road), turn left on Bull Pen Road and follow to “T” intersection (Truck Trail 11), turn right on Truck Trail 11 and follow to “T” Intersection (Truck Trail 12). Cattle lease area will be directly north of intersection. Turn left on Truck Trail 12 and drive approximately 300 yards, access gate is on the right. See Exhibit “A-1” Map – depicting the Property. Anyone having difficulty locating the meeting site can contact District Land Manager R.H. Davis at (352) 427-0929 for directions.

Additional facts regarding the location is provided below to assist prospective Respondents in determining their interest in leasing the Property.

- All conservation areas have extensive public use, hiking, biking, horseback riding and hunting for all seasons.
- The sites have good access with seasonal flooding and extended high water inundation within the wetlands. During or after storm events, the access roads/trails and entire property may become inundated with water and may remain inundated for an extended period of time.

OPENING OF OFFERS

June 3, 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 Microsoft Teams Teleconference. The Teams meeting information will be emailed to the site visit participants at least one day prior to the offer opening date.

Please help make our leasing process better: If you decide not to make an offer, please take a moment and state your reason below and drop this page in the mail to the Project Manager or email the Project Manager with your reason. Her contact information is provided in the Instructions to Respondents.

The solicitation for this cattle grazing lease is comprised of the following:

- Instructions to Respondents
- Scope and Property Specifications
- Form 1: Offer Response Form
- Form 2: Respondent Qualifications and References Form
- Form 3: Certificate as to Entity's Authority to do Business in Florida
- Form 4: Affidavit as to Non-Collusion
- Form 5: Revenue Offer Schedule
- Form 6: IRS Form – W-9
- Exhibit A: Sample Cattle Grazing Lease Agreement
- Exhibit A-1: Location Map
- Exhibit B: NRCS Grazing Management Plan
- Attachment 1 to Cattle Grazing Lease Agreement – Non-Trafficking Affidavit
- Attachment 2 to Cattle Grazing Lease Agreement – Common Carrier or Contracted Carrier Attestation

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 with a copy to RealEstateServices@sjrwmd.com

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 for the emails 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 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 District's written procedures.

All requests for written interpretations or corrections must be received by District's Project Manager on or before May 26, 2026, otherwise such requests shall not be considered. Requests may be submitted by e-mail at dbankhar@sjrwmd.com with a copy to RealEstateServices@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on District's website at <https://www.sjrwmd.com/lands/cattlelease/> and to all prospective Respondents (at the respective email addresses furnished for such purposes) on or before May 28, 2026.

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 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 <https://www.sjrwmd.com/lands/cattlelease/>. 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 required information in blanks. Do not submit by email.
- (b) Mail or hand deliver Offer in a sealed envelope to the address in paragraph 1, above. Respondents submitting sealed Offer 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 # 2740

Opening Time: 2:00 P.M.

Opening Date: June 3, 2026

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 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.** The District will conduct a MANDATORY site visit on the dates and times indicated above. Please ensure you **sign the Attendance Log** for this site visit. Any company without a representative at the site visit will **not** be authorized to submit an offer. Respondent shall be responsible for carefully examining the general area of the Property, the attached maps and other documents related to the ITO, and any other details of the proposed Lease. Respondent shall satisfy itself from its own personal knowledge and experience or professional advice as to the character of the property, and any other conditions of surrounding land affecting the Lease. Respondent is solely responsible for being fully informed of the conditions under which the cattle grazing is to be performed in relation to existing conditions.
6. **OFFER OPENING AND AWARD.** The offer opening will be held at District Headquarters, 4049 Reid Street, Palatka, Florida 32177 and via Microsoft Teams Teleconference. The offer opening Teams Meeting information will be provided to site visit participants at least one day prior to the Offer opening date. 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 cattle grazing lease is within two weeks after the opening of the Offers.
7. **MINIMUM QUALIFICATIONS.** The minimum qualifications necessary to qualify for this lease to be awarded are
 - a. A minimum of three years' experience managing cattle grazing operation of 300 or more acres and 100 or more animal units by either Respondent or Respondent's proposed Operational Manager for this Property. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of the ranch; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, daily land and livestock management; hiring, training, evaluating the performance of, and supervising ranch hands, cowboys or other farm workers, or contracts for services to carry out the day-to-day activities of the managed operation.
 - b. Respondent must provide references using the Respondent Qualifications and References Form and include any other documents deemed necessary by Respondent to show that Respondent or Respondent's Operational Manager's managing experience meets the minimum qualifications. The Form has blanks for 3 references; however, Respondent may provide additional references as necessary. An Offer submitted with an incomplete Qualifications and References Form, or where the District is unable to verify the information provided therein via references or other means, may result in the District deeming the Offer as non-responsive.
 - c. Respondents who have defaulted on a prior lease with the District resulting in early termination of the Lease, shall not be considered a responsible Respondent for purposes of this solicitation.

Irrespective of the minimum qualifications stated above, District may make such investigations as it deems necessary to determine the ability of 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 incomplete any Offer 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 cattle 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. **The District intends to reject all offers if a minimum bid of \$150.00 per animal unit is not received.**
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 of that attached will be provided to the Successful Respondent. 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. Failure of the Successful Respondent to enter into a Lease within 30 days of award will result in a requirement that the Successful Respondent post a bid bond for all future ITOs and may result in a cancellation of the award in this ITO.

11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for 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 10-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 Lease commencement date is anticipated to be on July 15, 2026, pending Governing Board approval on July 14, 2026. The new Lessee will be given authorization to move onto the Property upon Land Manager approval.
- 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 to be leased is located in Flagler and Volusia Counties. The tract is 690 acres. The landcover is characterized as semi-improved pasture. Natural plant communities such as freshwater marshes appear to be intact. The Property will be leased for cattle grazing (cow-calf) purposes only.
2. **STOCKING RATE.** The maximum stocking rate for the Property is 24 animal units. The District prefers a smaller herd size and slower rest rotation grazing management. Animal unit stocking rate is determined by methodology based on general guidelines from the Natural Resources Conservation Service (NRCS) and University of Florida Institute of Food and Agricultural Sciences. The Lessee may stock any number of animal units below the maximum without adjustment to the annual rent payment. The stocking rate may be increased upon favorable evaluation and prior written approval by the District. An increase in the stocking rate will be effective on the next date rent is due following the District's approval of the increase. The amount of rent due will be increased by an amount equal to the increase in the number of Animal Units approved by the District.
3. **BEST MANAGEMENT PRACTICES.** Basin Management Action Plans (BMAPs) prepared pursuant to Section 403.067, Florida Statutes are comprehensive, adopted, and enforceable restoration plans designed to reduce pollutant loads in impaired waterbodies. If a lease area falls within a BMAP area, Respondent agrees to comply with all applicable Florida Department of Agriculture and Consumer Services (FDACS) Agricultural Best Management Practices (BMPs) for the Property. If any part of the Property is within a BMAP area, within 90 days of the Lease commencement Lessee shall secure a Notice of Intent to Implement Best Management Practices (NOI) from FDACS (AgBMPhelp@fdacs.gov) and submit the fully executed NOI to FDACS with a copy to the District. Lessee shall implement the BMPs and maintain active enrollment in the FDACS BMP program throughout the term of the Lease. Lessee agrees to indemnify and hold harmless the District from any fines, penalties, or damages resulting from Lessee's failure to comply. If any part of the Property is within a BMAP area and Lessee fails to provide a copy of the submitted NOI to the District within 90 days of lease commencement, the lease will be terminated, and pre-paid Lease Fees shall be forfeited to District. If the NOI is not applicable for the Property, Lessee must, within 90 days of lease commencement, provide the District with a letter or email from FDACS confirming the NOI is not applicable for the Property.
4. **TERM OF LEASE.** The term of the Lease is ten years from the date of commencement of the Lease Agreement.
5. **LEASE RATE.** The annual rent will remain the same during the 10-year term of the Lease except in the case of a District-approved increased stocking rate.

6. **FENCE AND IMPROVEMENTS.** Lessee shall be solely liable for any injury or damage to persons or property resulting from Lessee's cattle straying from the Property. Perimeter fencing is present but will need some repair. Partial reimbursement potential for replacement fencing along property boundary only. If the Lessee desires to construct any additional fencing beyond the required fencing set forth above or any gates, Lessee shall be solely responsible for such work and any associated costs, and these expenses shall not qualify for reimbursement under this Lease. The Lessee must obtain prior written approval from the District Land Manager before constructing any additional fences and gates on the Property. If the Lessee desires a variance from these fencing recommendations, Lessee must obtain prior written approval from the District's Land Manager. No new fence shall be attached to trees. The cost of construction, installation and maintenance of all fencing and gates shall be the responsibility of the Lessee. Once installed, any constructed fencing and gates shall become the property of the District, unless a prior written exception is made by the District. Lessee is responsible for all repairs and maintenance of all fencing, including any costs, during the term of the Lease.
7. **CATTLE PENS.** If the Lessee desires cattle pens, the Lessee shall use portable pens or may construct new permanent pens with prior written authorization from the District Land Manager. The Lessee is solely responsible for expenses incurred for use or construction of cattle pens. Once installed, any permanent constructed cattle pens will become the property of the District, unless a prior written exception is made by the District. Portable pens will remain the property of the Lessee.
8. **WATER.** Two small livestock ponds and two shallow wells that will require pumps and solar/generator to operate are available on the Property. Lessee shall obtain prior written approval from the District's Land Manager prior to construction of any new water sources. Lessee is solely responsible for expenses incurred in establishing the new water sources. Lessee shall obtain all necessary permits and authorizations before establishing any water sources on the Property.
9. **UTILITIES.** There is no power line available on the Property. Lessee is solely responsible for contacting utility providers, and for any costs of connection and services for any needed electric, sewage, or other utilities. Lessee must obtain all necessary permits and authorizations, including prior written approval from the District Land Manager before installation or construction of any new utility connections.
10. **EXOTIC PLANT MANAGEMENT.** Lessee shall be required to control Tropical Soda Apple (TSA) within the lease area. Lessee shall also control all exotic plants spread from hay feeding operations and cattle shall be quarantined in an area approved by the District's Land Manager, known to be free of TSA, for seven days before being released on the entire leased area. Brush and Herbaceous Weed management shall be required in accordance with the Grazing Management Plan.
11. **NATURAL HABITAT MANAGEMENT.** The District's Land Manager may authorize, in his sole discretion, a credit to Lessee for the costs of habitat management activities performed by Lessee. Credit is not anticipated to be sufficient to cover lease fees. No in-kind services may be performed without obtaining prior written authorization from the District's Land Manager.

12. **PROPERTY ACCESS.** The Lessee shall access the Property From Barberville, FL, take State Road 40 east to Chessor Hammock Road, turn Left (north) on Chessor Hammock Road, take Chessor Hammock Road to Chessor Road, turn right (east, WMA Sign), follow Chessor road to “T” intersection (Flat Road), turn left (north) on Flat Road and follow to “T” intersection (Bull Pen Road), turn left on Bull Pen Road and follow to “T” intersection (Truck Trail 11), turn right on Truck Trail 11 and follow to “T” Intersection (Truck Trail 12). Cattle lease area will be directly north of intersection. Turn left on Truck Trail 12 and drive approximately 300 yards, access gate is on the right. 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.
13. **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, 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.
14. **FEES.** The Lease commencement date will be July 15, 2026. The first half of the annual Lease payment shall be due upon Lease commencement and on each Lease commencement anniversary date thereafter. The second half of the annual Lease payment shall be due on January 15, 2027, and each semi-anniversary date thereafter.
15. **WORK SERVICE CREDITS.** District, at its sole discretion, may allow work service credits to substitute for all or a portion of the Lessee’s Lease Fees during any effective year for work performed by Lessee. Lessee shall obtain prior written authorization from the District’s Land Manager, R. H. Davis, by contacting him at (352) 427-0929 or by email at rhDavis@sjrwmd.com for work service credits. These credits shall only apply to work performed after such authorization is obtained. No work service credits shall be available for work performed without prior authorization. All work must be completed in a manner satisfactory to the District. Credit for satisfactorily completed authorized work shall be deducted from the Lessee’s next Lease Fee payment. Written approval from the District’s Bureau of Land Resources Division Director is required for any work service credit requested by Lessee, the value of which, if added to the already-approved work service credit total, exceeds the total Lease Fees due for the remaining Term of the Lease. If District terminates this Lease by notice pursuant to paragraph 15(b) of the Lease, the District will reimburse Lessee for all pre-approved work satisfactorily performed by Lessee through the date of the notice.

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 Cattle Grazing 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 cattle grazing 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: **A minimum of three years of experience managing cattle grazing operation(s) totaling 300 acres or greater and 100 animal units or greater, by either Respondent or Respondent's proposed Operational Manager for this Property.** Respondent must provide documentation showing Respondent or Respondent's Operational Manager's managing experience. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of the ranch; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, daily land and livestock management; hiring, training, evaluating the performance of, and supervising ranch hands, cowboys or other farm workers, or contracts for services to carry out the day-to-day activities of the managed operation.

Qualifying Respondent should have **livestock operations** management experience including purchasing supplies, equipment and services, feeding and watering, calf tagging-vaccination and management, husbandry, ensuring livestock is raised to market standards, implementing Government Regulations, marketing mature livestock, making financial decisions and developing a budget.

Qualifying Respondent should also have **pasture management** experience including: mowing, roller chopping, invasive species control, prescribed burns, haying of pasture, Best Management Practices for FL Cow/Calf Operations, repair and maintenance of fences, equipment, irrigation, and buildings, implementing of Government Regulations; and communicating and negotiating with landlords, cattle owners, employees, contractors, vendors, neighbors, and the public, including hunters and recreational users of the land.

Respondent must have a minimum of three years of actual management experience / responsibilities confirmed by the District from the References regardless of their years of other experience. Management experience must include a minimum of 100 animal units and 300 acres managed, for the length of time needed to meet the minimum 3-year requirement. To meet the minimum 3-year requirement, Respondent, or Respondent's proposed Operational Manager, may combine qualifying management experience on grazing operations smaller than 100 animal units and 300 managed acres as long as they are managed during the same time period.

REFERENCES BELOW ARE FOR **RESPONDENT/OPERATIONAL MANAGER** (CIRCLE CORRECT INDIVIDUAL BEING REFERENCED): Qualifying individual must provide a minimum of three references who can verify qualifications and past performance record for each lease/cattle operation referenced. If relying on the combined experience of Respondent and Respondent's Operational Manager, a minimum of three references must be submitted for each. **Specific lease information including starting and end dates, and number of animal units and acres managed must be included with the Reference information provided.** References must be individuals that can be readily contacted and have first-hand knowledge of the qualifying individual's performance.

If the Lease is awarded based upon qualifications of an Operational Manager and the Operational Manager leaves employment of the Lessee within three years of the Effective Date of the Lease, the Lessee will be required to provide an acceptable Operational Manager to the District within 60 days or will be in default of the Lease. If Lessee has been actively assisting with daily management, the District,

at its sole judgment and discretion, may take Lessee's prior management experience and performance into consideration, and substitute this management assistance for some, or all, of the required management experience.

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): _____

Cattle Grazing Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Cattle 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): _____

Cattle Grazing Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Cattle 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): _____

Cattle Grazing Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Cattle 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 cattle grazing site and to perform all duties and responsibilities set forth in 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 June 3, 2026.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for conducting cattle grazing operation on portions of the Heart Island Conservation Area property identified in ITO LRS # 2740, subject to the terms and conditions of the Lease Agreement, the undersigned proposes to enter into the Lease Agreement and pay District the following lease fees:

Respondent (potential Lessee) agrees to pay the Lessor (District) an annual Lease Fee based upon the Animal Unit (AU) Fee set forth below multiplied by 24 AUs per year. Any offer received by the District based on less than the above stated AUs per year shall be disqualified from an award. Any current or past Lessee of District in default for violation of the entity's/individual's current or prior District lease may be deemed disqualified, and District may reject such submittal as not meeting minimum qualifications. District will not accept offers from former lessees who defaulted on their lease resulting in early termination of the lease.

To Derive Total Offer for _____ Tract:

Offer of Fee to be paid per Animal Unit: \$ _____ (AU Fee)

Animal Units/Stocking Rate: _____ per year

Total Offer for annual Lease Fee: AU Fee x 24 AUs = \$ _____

Total Offer for annual Lease Fee in words: _____ Dollars

I HEREBY ACKNOWLEDGE, as Respondent or as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this ITO and upon award of such ITO, shall comply with such terms and conditions.

RESPONDENT NAME: (Individual or Business Entity Name)

Mailing Address

Telephone Number

Fax Number

Email Address

Authorized Signature

Date

Print Name and Title

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

<p>Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give form to the requester. Do not send to the IRS.</p>
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any)</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)</p> <p>(Applies to accounts maintained outside the United States.)</p> <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	Signature of U.S. person	Date
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT “A”
SAMPLE CATTLE GRAZING LEASE AGREEMENT

This Cattle Grazing Lease Agreement (Lease) is made and entered into this ___ day of _____ 2026, by and between the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes (F.S.), whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (the District), and _____, whose mailing address is _____ (Lessee). Wherever used herein, the terms “District” and “Lessee” shall include their officers, agents, employees, contractors, and assigns, the heirs and legal representatives of individuals, and the successors of business entities, public bodies, and quasi-public bodies.

District is the owner of certain real property located in Flagler and Volusia Counties, Florida, known as the Heart Island Conservation Area, which the District acquired for the purposes of water management, water supply and water conservation. Lessee desires to lease a portion thereof, consisting of approximately 690 acres, as more particularly depicted in Exhibit “A-1” attached hereto and made a part hereof (the Property), for conducting cattle grazing operations. Notwithstanding any description or depiction to the contrary, any sovereign submerged lands thereon are specifically excluded from the Property and this Lease.

Section 373.093, Florida Statutes (F.S.), allows the District to lease its lands if the lease is consistent with the purposes for which the land was acquired. The District has implemented a Land Management Plan for the Property, which includes using cattle grazing as an on-site land management and security tool.

Accordingly, based on the above premises and the covenants, terms and conditions set forth herein, and other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease of Property. The property is leased As-Is, Where-Is. Subject to the reservations, restrictions and obligations in this Lease, District grants to Lessee and Lessee accepts from District the right to use the Property for the sole purposes of conducting cattle-grazing operations and maintaining cattle-grazing pastures. 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. Best Management Practices. Basin Management Action Plans (BMAPs) prepared pursuant to Section 403.067, Florida Statutes, are comprehensive, adopted, and enforceable restoration plans designed to reduce pollutant loads in impaired waterbodies. If a lease area falls within a BMAP area, Respondent agrees to comply with all applicable Florida Department of Agriculture and Consumer Services (FDACS) Agricultural Best Management Practices (BMPs) for the Property. If any part of the Property is within a BMAP area, within 90 days of the Lease commencement Lessee shall secure a Notice of Intent to Implement Best Management Practices (NOI) from FDACS (AgBMPhelp@fdacs.gov) and submit the fully executed NOI to FDACS with a copy to the District. Lessee shall implement the BMPs and maintain active enrollment in the FDACS BMP program throughout the term of the Lease. Lessee agrees to indemnify and hold harmless the District from any fines, penalties, or damages resulting from Lessee’s failure to comply. If any part of the Property is within a BMAP area and Lessee fails to provide a copy of the submitted NOI to the District within 90 days of lease commencement, the lease will be terminated, and pre-paid Lease Fees shall be forfeited to District. If the NOI is not applicable for the Property, Lessee must, within 90 days of lease

commencement, provide the District with a letter or email from FDACS confirming the NOI is not applicable for the Property.

3. Term. The term of this Lease is ten years, commencing July 15, 2026 (Commencement Date), and expiring July 14, 2036, unless earlier terminated pursuant to other provisions of this Lease.
4. Lease Fee.
 - (a) Lessee shall pay District an annual Lease Fee in the amount of _____ Dollars (\$ _____), based on a maximum of ____ animal units (as defined below) at a rate of _____ Dollars (\$ _____) per animal unit per year (AU Rate). 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 Office of Financial Services at District's address set forth in Paragraph 14 herein.
 - (b) The Lease Commencement Date will be July 15, 2026. Payment of the first half of the annual Lease Fee shall be due upon Lease commencement and on each Lease commencement anniversary date thereafter. Payment of the second half of the annual Lease Fee shall be due on the Lease commencement semi-anniversary date of January 15, 2027, and each Lease semi-anniversary date thereafter. If Lessee does not begin using the Property for the intended purpose of this Lease within the 90-day period after the Lease Commencement Date, the Lessee will be deemed to be in default, and District is authorized to retain the first half of the annual Lease Fee payment as damages and thereafter lease the Property to another rancher.
 - (c) The monthly fee for any holdover months for the purposes of removing cattle and other property after the expiration or termination of the Lease shall be calculated as one twelfth of the annual Lease Fee per month of holdover rounded to the nearest dollar. Holdover monthly fees are due and payable, without notice or setoff, on or before each month of the holdover period.
 - (d) District, at its sole discretion, may substitute work service credits for all or a portion of the Lease Fee during any effective year for work performed by Lessee. Lessee must obtain prior written authorization from the District's Land Manager, R. H. Davis, by contacting him/her at (352) 427-0929 or by email at rhDavis@sjrwmd.com for work service credits. Service credits shall only apply to work performed after such authorization is obtained. All work must be completed in a manner satisfactory to the District. Credit for satisfactorily completed authorized work shall be deducted from the following Lease Fee payment. If District terminates this Lease by notice pursuant to paragraph 15(b) herein, District shall reimburse Lessee for all pre-approved work satisfactorily performed by Lessee through the date of the notice.
 - (e) Stocking Rate. An animal unit is one bull or one cow with or without one un-weaned calf. Lessee may stock any number of animal units below the maximum number of animal units. The stocking rate may be increased upon Lessee's request, but only after receipt of District's written approval. Lessee shall pay an increased annual Lease Fee commensurate with the increase in the stocking rate. The increased Lease Fee shall be paid on a pro-rata basis for the year in which the increased annual Lease Fee becomes effective, in accordance with the AU Rate set forth in paragraph 3(a) above. The increased Lease Fee shall be due on the next Lease Fee due date and every due date thereafter. The District may reduce the stocking rate at its sole discretion, upon 90-days written notice to Lessee. Thereafter, Lessee shall pay a decreased annual Lease Fee commensurate with the decrease in the stocking rate. The decreased annual Lease Fee shall be paid on a pro-rata basis

for the year in which the decreased annual Lease Fee becomes effective, in accordance with the AU Rate set forth in paragraph 4(a) above, and Lessee may be entitled to a pro-rata refund of Lease Fees paid for that year.

5. District's Reserved Rights. The District reserves all rights not expressly granted to Lessee pursuant to this Lease. In addition, District specifically reserves the rights set forth below. In exercising these rights, District is responsible for the negligent acts of its officers and employees in the event such acts result in injury or damage to persons or property.
- (a) District may use the Property for water management purposes, as 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) District may at its discretion and expense, treat invasive species on or near the Property. If such treatment is listed as potentially harmful for livestock, District will notify Lessee of the treatment to be used not less than 30 days before application. Lessee waives any claims of harm or damages related to invasive species treatment.
 - (c) 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 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.
 - (d) District, its officers, agents, or 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.
 - (e) The District has the right to approve or disapprove all proposed burning, chopping, disking, or other physical alterations to the Property.
 - (f) 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.
 - (g) The Property is part of a larger conservation area acquired by District. District reserves for its use and occupancy during the term of this Lease, access, and rights-of-way on, over, across and through the Property in order to access 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 access and rights-of-way on the Property shall be discussed with Lessee; provided that District shall make the final decision regarding the exact location and uses of such access and rights-of-way.

6. District Requirements.

- (a) Cattle. The NRCS Grazing Management Plan for the property attached hereto as Exhibit “B” shall be followed except when District requirements are more stringent.
- (b) Number of Animal Units. At no time shall the number of cattle exceed the maximum animal units set forth herein unless Lessee obtains prior written approval from the District.
- (c) Identification. All cattle must bear identification (e.g., ear tags, tattoos, brands, etc.) readily traceable to the Lessee before their release on the Property.
- (d) Supplemental Feed. Unless specifically authorized in writing by the District, Lessee shall not provide supplemental feed on the Property.
- (e) Containment. Lessee shall ensure that any cattle that wander off the Property are immediately returned to the Property. Lessee shall be solely liable for any injury or damage to persons or property resulting from Lessee’s cattle straying from the Property.
- (f) Grazing Deferments. Unless otherwise authorized in writing by the District’s Land Manager, Lessee must not allow cattle to graze on any portion of the Property within 90 days after it has been roller chopped or within 45 days after a prescribed burn.
- (g) Tropical Soda Apple and Other Invasive Species. Lessee is solely responsible for maintaining effective control of tropical soda apple using the Best Management Practices (BMPs) established by the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto. Lessee shall quarantine all new cattle for seven days, in an area approved by District’s Land Manager, prior to releasing them on the Property and shall ensure that the cattle are free from tropical soda apple to District’s satisfaction. District retains the right to treat other invasive species at District expense as deemed necessary by District staff. Lessee shall not impede District’s efforts to control invasive species on the Property. If such treatment will be potentially harmful to livestock, District will notify Lessee of the treatment to be used not less than 30 days before application.
- (h) Best Management Practices. Except when District requirements herein are more stringent; Lessee shall:
 - 1. Follow the NRCS Grazing Management Plan for the property attached hereto as Exhibit “B”;
 - 2. Sign a Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations Form within 90 days of entering into this agreement;
 - 3. Use the BMPs for cattle grazing operations as published by the Florida Department of Agriculture and Consumer Services (FDACS). Link: (<https://www.Agricultural Best Management Practices / Agricultural Water Field Services / Water / Home - Florida Department of Agriculture & Consumer Services>);
 - 4. Obtain approval from District’s Land Manager prior to all fertilizer and pesticide applications;
 - 5. Obtain prior approval from District’s Land Manager to add phosphorous if IFAS soil analysis indicates this is needed; and
 - 6. Not locate supplemental feeding or water troughs near known and visibly apparent active gopher tortoise and other imperiled species burrows.

(i) Lessee shall obtain and maintain all permits and licenses necessary for its performance under this Lease.

7. Land Management. Lessee must implement a program of stewardship to generally maintain the land and wildlife and take appropriate measures to prevent overgrazing and pasture degradation and other environmental impacts to the Property. Lessee is prohibited from defacing or cutting live or dead trees, plants, or plant materials, except as may be set forth herein. Lessee shall not dump or place any garbage or refuse on the Property. Lessee shall, at its own expense, maintain all fences, fire lines, access and trail roads and gates used by Lessee, its licensees or invitees, and repair damage caused by Lessee, its licensees, or invitees, to existing roadways on the Property. Upon expiration or termination of this Lease, Lessee shall surrender the Property in “same as found” condition.

(a) Public Access. The Property is not part of a Wildlife Management Area (WMA) however, Lessee will have to cross a WMA to access the lease area. The Florida Fish and Wildlife Conservation Commission manages hunting on the Property and adjacent areas. The Property is also open for other public recreational uses including, but not limited to, seasonal hunting, hiking, wildlife viewing, bicycling, and primitive camping. There is a high level of public access and activity on this Property. Lessee shall always be courteous to the general public and shall comply with District’s land management rules in Chapter 40C-9, Florida Administrative Code.

(b) Agricultural Chemicals. Lessee may not apply agricultural chemicals including herbicides or pesticides on the Property without prior written approval from District’s Land Manager. Any approved application of chemicals must comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by the FDACS and any other conditions of District’s written approval.

(c) Dumping. Lessee shall not dump, place or apply on the Property any trash, solid or liquid waste (including sludge material, municipal biosolids, septage, and biowaste), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, or unsightly or offensive materials, including but not limited to those as defined by the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, the Federal Emergency Planning and Community Right-To-Know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Toxic Substances Control Act, Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (collectively, Contaminants) on the Property. This prohibition shall not be construed to include customary lawful accumulation of waste generated as a result of allowed management or prohibit the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Lease, provided, however, application will have no detrimental impact on the surrounding ecosystem or water resources, and such application is done in accordance with applicable Florida Department of Agriculture and Consumer Services (FDACS) approved Best Management Practices

(BMPs). No application of Class B biosolids, organic fertilizers, soil amendments, or compost materials which contain municipal biosolids shall be applied to the Property.

- (d) Fire; Prescribed Burns. Lessee shall not at any time set or cause to be set any fire on the Property without prior written approval of the District's Land Manager. District retains the right to conduct prescribed burns at District expense as deemed necessary by District's Land Manager. Lessee shall not impede District's efforts to conduct burns on the Property. District will provide at least 24-hour notice to Lessee of any prescribed burn on the Property to allow Lessee time to move the cattle to a portion of the Property outside of the burn zone.
- (e) Water Availability. Livestock water is available from two small livestock ponds and two shallow wells that will require pumps and solar/generator to operate. Lessee shall obtain prior written approval from the District's Land Manager prior to construction of any new water sources on the Property. Lessee is responsible for all costs associated with constructing a new water source on the Property. Lessee shall obtain all necessary permits and authorizations before establishing any water sources on the Property. Lessee, at its own expense, is responsible for maintaining, repairing, and operating, to the extent permitted and required by law, all ditches, pumps, and appurtenant works on the Property. All existing wells remain property of District. Any new wells established by Lessee shall, upon the expiration or termination of the Lease and at District's sole discretion, either be properly capped and abandoned by Lessee at its sole expense or immediately become District property.
- (f) Utilities. There is no power line available on this property. Lessee, at its sole expense, may bring or cause to be brought to the Property adequate utility connections necessary for Lessee's uses hereunder, including water, electrical power, telephone and communication services, storm sewerage, and sewerage, subject to the utilities' customary rules regarding the delivery of such services through their own conduits or pipes or District's conduits or pipes with prior written approval from the District's Land Manager. District shall grant such utilities rights of access necessary for the authorized uses hereunder that do not materially impair District's present and future uses of the Property. Lessee is responsible for all hook-up and connection fees, utility service bills, and application for all permits associated with the operation of any pumps and equipment installed by District or Lessee for the purpose of Lessee's authorized activities. Drains or other facilities provided by Lessee for disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.
- (g) Fencing. Lessee is solely responsible for implementing on the Property all measures necessary to ensure that cattle do not stray from the Property, including the construction and timely repair of all perimeter and other required fencing and gates at Lessee's sole expense. Lessee is solely liable for the death or injury of any persons or any property damage resulting from Lessee's cattle straying from the Property. District's Land Manager must approve of any fencing and gates not currently authorized herein.
 - 1. Perimeter Fences. The perimeter of the grazable pastures is fenced. Perimeter fences that must be repaired or replaced shall be constructed in the same manner as new fences, with four (4) or five (5) strands of barbed wire, or of hog wire. Lessee must obtain prior written approval from District's Land Manager before constructing any additional fences and gates on the Property. If approved, Lessee shall be responsible for such work and all associated

costs. Any request for variances in fence design must be submitted in writing in advance to the District's Land Manager for approval. No new fence shall be attached to trees. All such improvements on the Property shall immediately become District's property and shall remain District property upon termination or expiration of this Lease.

2. Interior Fences. If applicable, current interior fences are property of District. If Lessee desires to install any additional fences, gates, or cow pens, Lessee must obtain prior written approval from District's Land Manager. If approved, Lessee shall be responsible for such work and all associated costs. Any request for variances in fence design must be submitted in writing in advance to the District's Land Manager for approval. No new fence shall be attached to trees. Any new interior fences constructed on the Property become property of District after expiration or termination of the Lease or by the end of the last holdover month, whichever is later.
 3. Cattle Pens. There are no cattle pens on the Property. If Lessee desires cattle pens, Lessee shall use portable pens or construct new pens upon prior written authorization from the District Land Manager. The Lessee is solely responsible for expenses incurred for use or construction of cattle pens. Once installed, any permanent constructed cattle pens will become the property of District, unless a prior written exception is made by the District. Portable pens will remain the property of the Lessee. However, portable pens left on the Property after expiration or termination of the Lease, or by the end of the last holdover month, whichever is later, will be considered abandoned by Lessee and will become property of District with no compensation due to Lessee from District.
- (h) Additional Structures. Except as specifically provided herein, no additional structures (i.e., cattle pens, buildings, fencing, road material, etc.) or other man-made alterations shall be placed on or made to the Property without prior written approval of District's Land Manager. No structures shall be placed on land that has been determined to be sovereign submerged land without prior written authorization from the State of Florida.
- (i) 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 District be liable for any damage to or loss of any such personal property, including Lessee's cattle that stray from the Property. Lessee shall be solely liable for any death, injury or damage to persons or property resulting from Lessee's cattle straying from the Property. Lessee shall remove all personal property from the Property upon expiration or termination of this Lease as provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by District as its property or District may, at Lessee's expense, dispose of it as District sees fit without accountability or liability to Lessee in accordance with paragraph 15(e), below.
- (j) 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 District Land Manager and proper authorities. Lessee shall, to the best of its ability, assist in protecting the Property against trespassers, poachers, and vandals. Lessee shall immediately notify District's Land Manager if any lock is added to or removed from gates on the Lease Property. Both Lessee and District personnel must have keys or combination(s) to any lock added by the Lessee to any gate.

- (k) District Coordination. All activities, other than those specifically set forth herein, shall be coordinated with and approved by District's Land Manager or such other person as may be designated by District in writing.
- (l) Private Hunting. No private hunting is allowed on the Property.
- (m) Archaeology. No collection of artifacts or disturbance of archaeological or historic sites shall take place without prior written District authorization.

8. Liability and Indemnity.

- (a) Lessee Control of Property. During the term of this Lease, Lessee shall be solely responsible for the conduct and control of all activities by Lessee, its employees, agents, licensees, contractors, and invitees on the Property and for any cattle that stray from the Property. Lessee shall be responsible for ensuring the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. 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, agents, licensees, contractors and invitees, nor does 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 shall be solely and directly responsible to any such third parties for all liability associated with its activities under this Lease, including, but not limited to, liability for the personal injury or death of any persons or damage to property resulting from any cattle that stray off the Property.
- (b) District has not determined and makes no representations that the Property is suitable for the purposes set forth herein. Under no circumstance shall District be liable to Lessee, its employees, contractors, licensees, or invitees, or to other third persons, for damage to personal or other property, or for death or personal injury as a result of the activities authorized by this Lease, or from Lessee's cattle wandering from the Property. Lessee shall to protect, defend, save, indemnify, and hold District harmless, release and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from and against any and all liability, claims, causes of action, damages, judgments or decrees, losses and costs, including litigation expenses and reasonable attorneys' fees, involving damage to property or death or injury to Lessee, its licensees, invitees, employees, agents, contractors, or other third persons, arising from the use and occupancy of the Property by Lessee, its licensees, invitees, employees, agents, contractors, or other third persons. In the event of any such claims made or suits filed, District shall provide Lessee prompt written notice thereof and Lessee shall be solely responsible for the defense thereof.
- (c) Lessee hereby waives any claim against 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 may enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

9. Insurance.

(a) Lessee shall at all times maintain a Comprehensive General Liability Coverage afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence for Products and Completed Operations

District, its officers, employees, agents, and invitees shall be covered as additional insureds 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 District, its officers, employees, agents and invitees.

The Lessee's general liability insurance shall include: (1) endorsement that waives any right of subrogation against District; and (2) endorsement to give 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 and provided to District prior to this Lease becoming effective.

(b) Lessee must always maintain automobile 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 days prior to the expiration of any required coverage, a certificate showing that such coverage has been renewed shall be filed with District. If coverage is canceled or reduced, Lessee shall, within 30 days after receipt of notice thereof, file with 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, District may obtain such coverage and Lessee shall reimburse District for the cost thereof, plus 10% for administrative overhead.

10. Liens and Encumbrances. Lessee shall 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, sub-contractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration, and repair of or on the Property. Lessee shall not 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 only to Lessee 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 and/or employee, Lessee shall discharge or bond such lien off title to the Property within 45 days of receipt of notice of registration of such lien.

11. 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. District will cooperate with Lessee in any such contest when District determines, in its sole judgment and discretion, that Lessee is being incorrectly assessed for any taxes. 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.

12. IRS Forms. District will issue IRS Form 1099-NEC to the Lessee for the value of the in-kind service work credits no later than January 31st following each lease year.
13. Anti-Discrimination. Lessee shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, handicap, disability, marital status, or national origin.
14. 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; or (iv) 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 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 Services Program
Phone: (386) 329-4557
E-mail: dbankhar@sjrwmd.com with copy to
RealEstateServices@sjrwmd.com

Lessee: _____

Phone: _____
Cell: _____
E-mail: _____

15. Termination; Remedies for Default; Removal of Personal Property.
 - (a) Termination by District for Cause. District may terminate this Lease for any of the following reasons: (i) any fraud or misrepresentation by the Lessee regarding the Lease; (ii) any unauthorized use of or entry on to the Property by the Lessee; (iii) any crime committed by Lessee on or adjacent to the Property; or (iv) Lessee's default under this Lease. Prior to termination for cause of this Lease, District shall provide Lessee not less than 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, District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Lease Fees shall be forfeited.

- (b) Termination by District for Land Management or Water Management Purposes. District may terminate this Lease at any time for publicly noticed land management or water management projects by providing at least 180 days prior written notice to Lessee. District shall have no liability for any loss resulting from the termination including, but not limited to, lost profits and consequential damages. In the event of termination pursuant to this paragraph, District shall return to the Lessee a pro-rata refund of any pre-paid Lease Fees for the year in which the termination becomes effective.
- (c) Termination by Lessee. Lessee may terminate this Lease at any time by providing written notice to District at least 180 days before an anniversary date of the commencement date. If the Lessee terminates the Lease without cause, pre-paid Lease Fees shall be forfeited to District.
- (d) Default; Remedies. Lessee shall be in default for violation of any provision of this Lease, including, but not limited to: (i) failure to pay rent when due; (ii) assigning or attempting to assign this Lease without District's prior written approval; (iii) using the Property for any purpose not expressly permitted by this Lease. If Lessee defaults, District shall be entitled to the following independent and cumulative remedies: (i) terminate this Lease and take possession of the Property in its first and former estate, and thereupon this Lease and all of District's obligations hereunder shall terminate and be null and void, without prejudice to District's right to recover from Lessee any sums due hereunder; (ii) institute an action of damages against Lessee; (iii) obtain injunctive relief to enjoin Lessee's violations of the Lease; (iv) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to District; (v) any other available remedies under Florida law. Before termination of this Lease, District shall provide Lessee not less than 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, District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Lease Fees shall be forfeited to District.
- (e) Removal of Personal Property. Upon Lease termination as provided in sub-paragraphs 15 (a), (c), or (d), Lessee shall have up to 30 days, or one holdover month, in which to remove all of Lessee's personal property and equipment. The Lessee will be required to pay a holdover fee for the 30-day period in accordance with paragraph 16(b) below as Lessee's possession shall be considered a "tenancy at sufferance."

Upon termination of the Lease as provided in paragraph 15(b), Lessee shall have 30 days, following District's 180-day prior written termination notice, in which to remove personal property and equipment.

Upon normal expiration of the term of the Lease, if Lessee holds over for the purposes of removing its cattle and other property, Lessee shall have up to 30 days, or one holdover month, in which to remove all of Lessee's personal property and equipment from the Property and rent shall be due in accordance with paragraph 4(c) herein.

Under any of the above scenarios, any personal property and equipment of Lessee not removed shall, at the end of the applicable period, become the property of District and at District's sole discretion may be removed, relocated, abandoned or disposed of at Lessee's expense and without liability to District. District shall invoice Lessee for all costs, including staff time, associated with the disposal of any of Lessee's personal property and equipment remaining on the Property after termination/expiration of the Lease. Lessee shall pay said invoice within 30 days of the date of the invoice.

16. Ownership of Improvements and Surrender of Premises.

- (a) Ownership of Improvements. During the Lease term, unless otherwise provided herein, Lessee shall retain title to all Lessee improvements to the Property. Upon the termination or expiration of this Lease, Lessee may remove all Lessee improvements to the Property, except those improvements to District-owned buildings or other structures, including heating, air conditioning, lighting, and other improvements affixed to the realty, including perimeter and interior fencing, shall become District property. Lessee shall immediately execute and deliver to District such documents of title and other instruments necessary to enable District's ownership thereof. For any operable facilities, Lessee shall deliver to District all books, records, construction plans, surveys, permits and other documents necessary or convenient for their operation. Buildings or other structures constructed by Lessee on the Property shall be removed; provided, however, that District may, in writing, direct Lessee not to remove buildings or structures that District deems to be in good condition and usable for 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 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 holdover fee shall be increased by 50 percent above the Lease Fee due in the month prior to the date of termination or expiration. District does not waive its right to eviction or other remedies under Florida law by acceptance of rent during the holdover period.

17. 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, 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 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 District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.

18. Hazardous Materials or Waste Contamination. Prior to the expiration or termination of this Lease, or within 60 days thereafter, District may coordinate and conduct a walkthrough of the site with Lessee to determine if there are any hazardous materials or any waste contamination on the Property. If any

contamination or hazardous materials are apparent, Lessee shall have 30 days to clean up the Property or perform corrective actions to cure any contamination. If the parties disagree as to the existence of contamination or hazardous materials or, if after the Lessee has completed its cleanup or corrective actions, District is unsatisfied or reasonably suspects the continued existence of contamination or hazardous materials, District may, in its sole discretion and at Lessee's expense, perform or cause to be performed a Phase I Environmental Site Assessment ("ESA") of the Property for the purpose of ascertaining the presence of hazardous materials or waste, as defined under the environmental laws and regulations of the United States and the State of Florida ("Environmental Laws"). Lessee is entitled to approve any contractor(s) and costs prior to commencement of the ESA, which approval shall not be unreasonably withheld. District shall provide Lessee with a copy of the ESA with five days of receipt by District. If the ESA reveals an area of environmental concern that, in District's sole opinion, warrants further investigation, District may commence an appropriate Phase II ESA. Lessee is solely responsible for environmental conditions on the Property caused by, or that District reasonably believes is caused by Lessee, or Lessee's agents, invitees, employees, contractors, or other third persons as a result of Lessee's agricultural or related operations on the Property, including all costs for investigation and remediation thereof. Lessee shall cure the same in accordance with any remedial cleanup plan(s) approved by District and any governmental agencies having jurisdiction over such contamination in accordance with Environmental Laws. This provision is a contract responsibility and obligation and in no way absolves Lessee of any future legal obligations to clean up any such environmental contamination if required by Environmental Laws in existence on the date hereof, or as those laws may hereafter exist.

19. 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 District as it now or hereafter exists under applicable laws, rules, and regulations.
20. Non-Waiver of Sovereign Immunity. No provision of this Lease or in any instruments executed pursuant to this Lease shall be construed as a waiver or attempted waiver by District of its sovereign immunity under the constitution and laws of the State of Florida or the provisions of section 768.28, Florida Statutes, as it now or hereafter exists.
21. Assignment. The rights and obligations created by this Lease are binding upon the parties, and their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part, without District's prior written consent. District's rights hereunder may be transferred in connection with a sale of the Property without Lessee's consent. However, District shall provide Lessee written notice of any such transfer.
22. 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 attorneys' fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
23. 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 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.

24. Radon Gas. Pursuant to the provisions of section 404.056(5), Florida Statutes, 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.”
25. 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.
26. Merger; Recording. 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. Neither this Lease nor any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.
27. No Guarantees or Warranties. By entering into this Lease, Lessee accepts the Property As-Is, Where-Is, and acknowledges that the Property may be subject to flooding as a result of seasonal weather events. Nothing contained in this Lease shall be construed as a guarantee of continuous occupancy or operation by the District.
28. Effective Date. For all purposes of this Lease Agreement, the Effective Date hereof shall mean the date when the last of the Lessee or District has executed the same, and that date shall be inserted in the introductory paragraph on the first page hereof.
29. 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 the 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.
30. Survival. The provisions of this Lease shall survive the termination or expiration of this Lease to the extent necessary to effectuate the terms contained herein.

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, a public body existing under Chapter 373, Florida Statutes

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

ATTEST:

Date: _____

Erin Preston
General Counsel

SEAL

For use and reliance only by SJRWMD,
Legal Form and Content Approved:

Karen Ferguson, Sr. Asst. General Counsel
Office of General Counsel

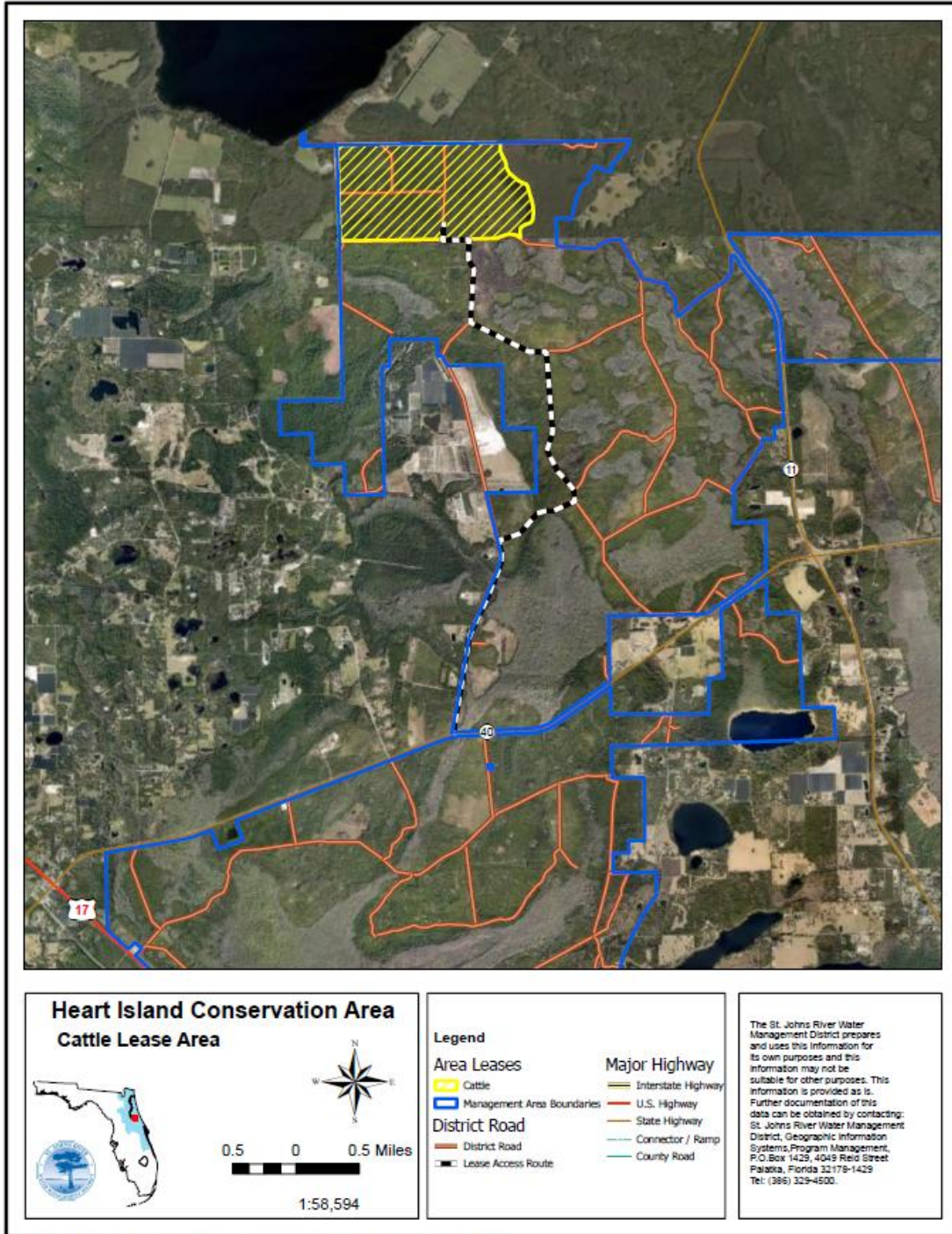
LESSEE:

By: _____
Signature

Printed Name

Its: _____
Title

EXHIBIT "A-1" – MAP



Folder: X:\LandMgmt\GISUsers\LMRegions\north_central\Map Documents\Cattle Leases\

EXHIBIT "B"
NRCS GRAZING MANAGEMENT PLAN
(SEPARATE ATTACHMENT)

ATTACHMENT "1" TO CATTLE GRAZING LEASE AGREEMENT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the St. Johns River Water Management District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests as follows:

1. The Nongovernmental Entity does not use coercion for labor or services, or participate in human trafficking, as such terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. I am a corporate officer or authorized person of the Nongovernmental Entity, and I assert and acknowledge that, in my capacity as an officer or authorized person, I have personal knowledge of the matters set forth herein and the legal authorization to execute this Affidavit on behalf of the Nongovernmental Entity.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

LESSEE:

Dated:

_____, 20____

Print Affiant Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization, this ___ day of _____, 202_, by _____ (Affiant), who is () personally known to me or () produced _____ as identification.

Notary Public

(SEAL)

My Commission Expire

**ATTACHMENT "2" TO CATTLE GRAZING LEASE
COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION**

This form must be completed by Lessee/Contractor. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Lessee/Contractor acknowledges that the District may terminate the Lease upon receipt of knowledge or information that Lessee/Contractor is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

INSERT NAME check one statement below):

_____ Is not a Common Carrier or contracted carrier and the Lease does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Lease term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: