

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 INVITATION TO SUBMIT OFFER (ITO) #LRS1256 TO LEASE PROPERTY
 PROPERTY, FORT DRUM CONSERVATION AREA,
 INDIAN RIVER COUNTY, FLORIDA

The Governing Board of the St. Johns River Water Management District (The “District”) requests offers from qualified respondents for a cattle grazing lease. The Property available is approximately 1928 acres of property in the Fort Drum Conservation Area in Indian River County, Florida, part of SJRWMD parcel no. 1981-005-PC, known as Latt Maxcy. Please review the requirements and specifications. The initial term is for 10- years.

Interested parties must respond to the solicitation below by 2 p.m. Wednesday, August 31, 2016. ITO packages may be obtained from the District’s website at www.sjrwmd.com/land/cattlelease/ or by calling Debbie Stratton, at (386) 329-4196.

PROPOSED SCHEDULE

| | |
|--------------------|--|
| July 28, 2016 | Advertisement/Release of Invitation to Offer |
| August 15, 2016 | Mandatory Inspection of Property at 11:00 a.m. at site * |
| August 31, 2016 | Responses Due to Invitation to Offer at 2:00 p.m. Opening will occur at this time. * |
| September 21, 2016 | Notice of Intent to Award (see District website) |
| October 11, 2016 | Request for Governing Board authorization of lease. * |

*Denotes a public meeting.

MANDATORY SITE VISIT

The Property is leased as is. By providing an offer, Lessee is acknowledging satisfaction with the suitability and condition of the Property. A site visit is required to submit an offer, and is beneficial for understanding the site conditions and to ask questions about the Property.

Monday, August 15, 2016, the District will conduct a MANDATORY site visit starting at 11:00 a.m. eastern. Please insure you have signed 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 District recommends a 4-wheel drive vehicle if your company intends to drive through the property separate from a District provided vehicle.**

Location: In the southwest corner of Indian River County between State Road (SR) 60 and the Florida Turnpike, approximately 20 miles west of Vero Beach. From I-95, exit at SR60, go west on SR 60 to the “20-Mile Bend.” Access is located 10.9 miles west of County Road 512 and 10 miles east of Yeehaw Junction. The Fort Drum Management area is 11 miles west of I-95 on SR60, on the south side of the road. The District will provide direction signage from I-95. Contact Doug Voltolina at (321) 863-1091 for assistance in locating the property. See Exhibit “A-1” Cattle Grazing Lease – Pasture Map.

OPENING OF OFFERS

August 31, 2016 at 2 p.m.

St. Johns River Water Management District Headquarters

4049 Reid Street, Palatka, Florida, 32177

(Room number available at Reception Desk on day of opening)

Special accommodations for disabilities may be requested through Debbie Stratton, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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 below.

PART I: INSTRUCTIONS TO RESPONDENTS

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

Debra Stratton, Real Estate Services Coordinator
4049 Reid Street, Palatka, FL 32177
Phone: (386) 329-4196
E-mail: dstratto@sjrwmd.com
Bureau of Real Estate Services

2. **WHERE TO DELIVER OFFER.** All offers must be submitted in sealed envelopes 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) to:

St. Johns River Water Management District
ITO #LRS1256 (Offer Number)
ATTN: Debra Stratton
Bureau of Real Estate Services
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. The District's experience is that Federal Express and United Parcel Service will. **When using these postal services remember to insure the outer envelope clearly identifies ITO number and opening date and time.**

The Florida Public Records Act, section 119.071(1)(b), Fla. Stat., exempts sealed bids from inspection, and copying until such time as the District provides notice of an intended decision, pursuant to section 120.57(3)(a), Fla. Stat., or until 10 days after the bid opening, whichever is earlier. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in section 812.081.

3. **OFFER OPENING AND AWARD.** Respondents or their authorized agents are invited to attend the offer opening. The offers will be opened and read at the time and place specified above. The District will perform its review of the high offer for responsiveness and responsibility and allow for the current lessee, if any, to exercise its right (described in the next section). 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 date for the notice is within two weeks after the opening of the offers.

4. **PREPARATION AND ORGANIZATION OF DOCUMENTS.** Respondents **must** submit the following fully executed documents on reproduced copies of the attached forms provided in PART III: FORMS.
 - a. Offer Response Form
 - b. Respondent Qualifications and References
 - c. Certificate as to Corporation (if applicable)
 - d. Revenue Offer Schedule

Respondents must submit the original and one copy of their offer package in the form and manner specified below. 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 Revenue Offer schedule.

5. **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, the interpretation or correction must be given by the Project Manager and must be in writing. The Project Manager may orally explain the District's procedures and assist respondents in referring to any applicable provision in these documents, but the respondent is ultimately responsible for submitting the offer in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine (9) days before opening of the offers in order to be considered. Requests may be submitted by e-mail at dstratto@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on the District's website at www.sjrwmd.com/land/cattlelease/ and to all prospective Respondents (at the respective email addresses furnished for such purposes) not later than five days before the date fixed for the opening of offers.

Submission of an offer constitutes acknowledgment of receipt of all addenda. Offers will be construed as though all addenda has been received. Failure of the 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.

6. **MINIMUM QUALIFICATIONS.** The minimum qualifications necessary to qualify for this lease to be awarded are:
 - a. At least three years of experience in managing, including administrative and supervising duties, over a cattle grazing operation of 1,000 acres or greater and 100 animal units or greater, by either Respondent or Respondent's proposed operational manager for this Property. The referenced lease provided as experience must have been for managing a minimum of 100 cattle. At a minimum, the Respondent needs to provide documentation showing that their company or operational manager's working/managing experience includes: overseeing such activities as roller chopping, mowing, and invasive species control, as well as, proper pasture/cattle management.

- b. Any and all licenses, permits and certifications as may be required by Federal, State and local law, rules and regulations.

Irrespective of the minimum qualifications stated above, the District may make such investigations, as it deems necessary to determine the ability of the Respondent to perform the Lease terms. The District reserves the right to reject any offer if the 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 reserves the right to waive minor deviations in an otherwise valid offer.

7. GENERAL CONDITIONS.

- a. **INTERNET AVAILABILITY.** District Invitations to Offer, changes, delays, addenda, and questions and answers are available for review and download at www.sjrwmd.com/land/cattlelease/. Persons/firms receiving this ITO are responsible to check for any changes or addenda.
- b. **DEVELOPMENT COST.** Neither the District nor its representative will be liable for any expenses incurred in connection with preparation of an offer for this ITO. All offers should be prepared simply and economically providing a straightforward and concise description of the respondent's ability to meet the requirements of this ITO. Respondents are responsible for all costs associated with the preparation of their offers.
- c. **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 the respondent's firm or any of its branches.

The respondent hereby agrees that, at the time of execution of an agreement, the respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The 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 the District.

- d. **REJECTION OF ALL OFFERS.** The District reserves the right to reject all offers and will give notice of cancellation by posting a notice on the District's website.
- e. **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 the respondent before said opening.

- f. **OFFER SIGNATURE AND FORMS.** An authorized representative of the respondent must manually sign the attached Offer Response Form and Revenue Offer Schedule Form where indicated, and signed in non-erasable ink in the spaces provided. All corrections made to the offer by the respondent must be initialed. All offers must be submitted complete. Any incomplete offers will be considered non-responsive by the District.
- g. **RESPONDENT QUALIFICATIONS AND REFERENCES FORM.** The respondent must provide minimal evidence on this form, or by documents submitted therewith, for the District to verify the minimum qualifications outlined in Paragraph 6 above are met. An incomplete Qualifications and References Form, or inability for the District to verify information provided therein via references or other means, may deem the offer as non-responsive by the District.
- h. **ASSIGNMENT OF LEASE.** The lease may neither be assigned nor subleased.
- i. **EXECUTION OF LEASE.** By submitting an offer, respondent agrees to all the terms and conditions of this ITO or Lease Agreement (attached as Exhibit "A.") Any request for revisions to the Lease Agreement must be submitted under the procedure set forth above under Paragraph 5 for Inquiries a minimum of nine days before the ITO opening. The District will consider the request and may agree to modify the terms and conditions of the Lease Agreement in its sole discretion. The laws of the State of Florida will govern any lease agreement resulting from this ITO. The District will not agree to a provision that obligates the District to indemnify respondent or any third party, or any other provision that is inconsistent with Florida law. The Lease Agreement must be executed by Lessee before execution by the District. No lease shall be formed as a result of this ITO until the District and successful respondent (Lessee) executes a lease agreement.
- j. **LAW COMPLIANCE.** The respondent will abide by all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this ITO. The respondent will not discriminate against any employee or applicant for employment based on race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this ITO.
- k. **PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a reply on an agreement to provide any goods or services to a public entity, may not submit a reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit replies on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a lease with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.0016, F.S., for CATEGORY TWO, for a period of thirty-six months from the date of being placed on the convicted vendor list.

PART II – SCOPE AND PROPERTY SPECIFICATIONS

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

1. **DESCRIPTION.** The Fort Drum Conservation Area between tract (property) to be leased is approximately 1928 acres located in southeast corner of Indian River County between State Road (SR) 60 and the Florida Turnpike, approximately 20 miles west of Vero Beach. From I-95, exit at SR 60, go west on SR 60 to the “20-Mile Bend.” Access is located 11 miles west of County Road 512 and 10 miles east of Yeehaw Junction. The property consists of approximately 400 acres of grass pasture and 1,528 acres of native rangelands. (See Exhibit “A-1”, general location map). The property will be leased for cattle grazing (cow-calf) purposes only. Portions of the property become inundated with water during wet periods making some pastures inaccessible by equipment and cattle.
2. **STOCKING RATE.** The estimated maximum stocking rate for the property is 184 animal units. 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 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. **TERM OF LEASE.** The term of the lease is ten years from the date of execution of the Lease Agreement.
4. **LEASE RATE.** The annual rent will remain the same during the 10–year term of the lease.
5. **FENCE AND IMPROVEMENTS.** The perimeter of Area B is fenced in its entirety. The perimeter of Area A is fenced only on the part contiguous to Area B. Lessee must fence the perimeter of Area A prior to occupying it. Interior fencing and gates needed to support cattle grazing operations may need to be installed or repaired by the Lessee before the placement of cattle on the Property. Lessee must maintain all the perimeter fencing and gates needed to contain the cattle on the Property. The District intends to authorize in-kind credits for mutually agreed cost of materials for the perimeter fence around Area A. The use of fencing on contiguous sovereign submerged lands is subject to the approval of the Board of Trustees of the Internal Improvement Trust Fund and is at Lessee’s sole risk. Lessee will indemnify and hold the District harmless from claims related to such fencing. The Lessee must obtain prior written approval from the District Land Manager before constructing any additional interior fences on the Property. New fences will be constructed of four or five strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty feet. All fences remain the property of the District. The cost of construction, installation and maintenance of interior fencing and gates will be the responsibility of the Lessee.

6. **CATTLE PENS.** There are currently no cattle pens on the property. If pens are desired, the Lessee must use portable or construct the pens. The Lessee is solely responsible for expenses incurred for use or construction of cattle pens. The Lessee must obtain prior written approval from the District Land Manager before construction of any new cattle pens.
7. **WATER.** Water sources on the Property consist of ponds and ditches that provide suitable watering access. Natural water sources may only provide seasonal access to water depending on drought conditions. Lessee will be responsible for establishing a dependable water source on the Property if needed. Lessee must obtain all necessary permits and authorizations before establishing any water source on the Property. The Lessee is solely responsible for expenses incurred for establishing water sources. The Lessee must obtain prior written approval from the District Land Manager before construction of any new water sources.
8. **UTILITIES.** There is currently a power line available. Lessee is solely responsible for contacting providers, and any costs of connection and services, for any needed electric, sewage, or other utilities. Lessee must obtain all necessary permits and authorizations needed including prior written approval from the District Land Manager before construction of any new utility connections.
9. **EXOTIC PLANT MANAGEMENT.** Lessee will be required to control TSA within the lease area, must control all exotic plant spread from hay feeding operations and cattle must be quarantined for seven days before release on District Land.
10. **PROPERTY ACCESS.** The Lessee shall access the lease property from one location, at SR 60 and Levee 79. Florida Power and Light must be allowed to enter the leased area to access their power poles Gates should remain closed and locked at all times. Both Lessee and District personnel must have keys or combination(s) to the locked gate.
11. **PUBLIC USE.** The Property is currently open for public recreational use that may include, but is not limited to, hiking, fishing, biking, and horseback riding. Lessee must at all times be courteous to the general public and comply with the District's public use rules in chapter 40C-9, Florida Administrative Code. This is a wildlife management area and the Florida Fresh Water Fish and Wildlife Commission authorizes special opportunity hunts during the fall and spring. During these hunts, no one other than the selected permit holders will be authorized to enter the site. Lessee will not be authorized to hunt during these dates unless Lessee is a selected permit holder. Please see www.myfwc.com for hunt dates.
12. **FERAL HOG HUNTING.** The Lessee, when authorized by the District's Land Manager, may trap or shoot feral hogs within the confines of the lease area and must maintain a record of all feral hog control activities conducted by Lessee. Lessee agrees to meet with all District guidelines as provided in Lease, Exhibit "B", SPECIAL CONDITIONS OF USE FOR NUISANCE FERAL HOG REMOVAL.

13. **FEES AND IN-KIND SERVICES.** The annual rental amount resulting from this ITO is due upon execution of the Lease and all future payments will be due on the anniversary date of the Lease. At the District's discretion, Lessee may substitute work service credits for all or a portion of the Fee during any effective year for pre-approved work performed by Lessee. There is no guarantee that a full payment's worth, or even any work, will be approved in any lease year. These credits shall be approved by the District's South Region Land Manager before implementation. No credit will be approved for work that is normally associated with cattle grazing operations. Credit for completed work shall be deducted from the following year's rent. Approved work completed during the final year of lease may be reimbursed up to the cash amount paid in advance for the final year, less any unpaid amount. In the event the District terminates this Lease by notice pursuant to paragraph 12(a) of the lease agreement, the District shall reimburse lessee for all preapproved work performed by Lessee through the date of the notice.

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

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this ITO as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has an interest in this ITO or in the Lease to be entered into; that this ITO is made without connection with any other person, company, or parties making an offer; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, 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 declares that it has examined the agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined or had the opportunity to examine and waives any objection to the Property; it has read all of the addenda furnished before the ITO opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Lease and the Property.

Respondent agrees that if its Offer is accepted, Respondent shall contract with the District in the form of the attached Lease Agreement, and shall furnish everything necessary to comply with the conditions specified in the ITO and Lease, and shall furnish the required evidence of the specified insurance.

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

| Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

RESPONDENT NAME: (Company Name as Contained on Corporate Seal)

Mailing Address

Telephone Number Fax Number Email Address

Authorized Signature Date Print Name and Title

RESPONDENT QUALIFICATIONS AND REFERENCES FORM
(This form to be included in ITO submittal)

MINIMUM QUALIFICATIONS: A minimum of three years of experience in managing a cattle grazing operation, including administrative and supervising duties, of 1,000 acres or greater, with at least 100 animal units by either Lessee or Lessee's proposed Operational Manager for this Property. At a minimum the Respondent needs to provide documentation showing that their company or operational manager's working/managing experience includes: overseeing such as roller chopping, mowing, and invasive species control, as well as, proper pasture/cattle management. Documentation should include any experience of managing a cattle grazing operation on public lands.

REFERENCES FOR RESPONDENT: Respondent must provide a minimum of three references who can verify respondent's qualifications and past performance record on any lease/cattle operation referenced. Specific lease information must be provided. References must be individuals that can be readily contacted and have first-hand knowledge of the respondent's performance. Additional documentation may be added at Respondent's discretion to assist with verification of meeting minimum qualifications.

1. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____
Cattle Grazing Operation/Lease Performed (include minimum detail needed, i.e., the name of the person with the experience, size of property, # of animal units, location, term of lease or management agreement, activities overseen and equipment inventory used in operations).

2. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____
Cattle Grazing Operation/Lease Performed (include minimum detail needed, i.e., the name of the person with the experience, size of property, # of animal units, location, term of lease or management agreement, activities overseen and equipment inventory used in operations).

RESPONDENT QUALIFICATIONS AND REFERENCES FORM, CONTINUED
(This form to be included in ITO submittal)

3. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____
Cattle Grazing Operation/Lease Performed (include minimum detail needed, i.e., the name of the person with the experience, size of property, # of animal units, location, term of lease or management agreement, activities overseen and equipment inventory used in operations).

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

RESPONDENT NAME: (Company Name as Contained on Corporate Seal)

Mailing Address

Telephone Number

Fax Number

Email Address

Authorized Signature

Date

Print Name and Title

CERTIFICATE AS TO CORPORATION
(This form to be included in ITO submittal)

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official Title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

LEASING OFFER SCHEDULE
(This form to be included in ITO submittal)

Invitation To Offer to be opened at 2:00 p.m., on Wednesday, August 31, 2016.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified respondents for the management of the Fort Drum Conservation Area property identified in ITO #LRS1256 for a cattle grazing operation, subject to the terms and conditions of the Lease Agreement, the undersigned proposes to enter into the Lease Agreement and pay the District the following lease fees:

The Respondent (potential Lessee) agrees to pay the LESSOR (DISTRICT) an annual lease fee based upon Animal Units x # of Animal Units.

For Total Offer:

Offer of fee to be paid per Animal Unit: _____

Animal Units/Stocking Rate: 184 Animal Units

TOTAL ITO OFFER for annual lease fee (AU Fee x #of AU) = _____

TOTAL OFFER FOR ANNUAL LEASE FEE IN WORDS:

I HEREBY ACKNOWLEDGE, 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: (Company Name as Contained on Corporate Seal)

Mailing Address

Telephone Number

Fax Number

Email Address

Authorized Signature

Date

Print Name and Title

EXHIBIT "A"
CATTLE GRAZING LEASE AGREEMENT

This Cattle Grazing Lease Agreement ("Lease") is made and entered into this ____ day of _____ 2016, by and between the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (the "District"), and _____, whose mailing address is _____ ("Lessee"). Wherever used herein, the terms "District" and "Lessee" include their officers, agents, employees, contractors, or assigns, the heirs and legal representatives of individuals, and the successors of corporations, partnerships, public bodies, and quasi-public bodies.

The District is the owner of certain real property located in Indian River County, Florida, known as the Latt Maxcy property, parcel no. 1981-005-PC, at Fort Drum Marsh Conservation Area, and Lessee desires to lease a portion thereof, consisting of approximately 1342 acres, as more particularly depicted on Exhibit "A-1", attached hereto and made a part hereof (the "Property"), for conducting a cattle grazing operation. Notwithstanding any description or depiction to the contrary, any sovereign submerged lands are specifically excluded from the Property and this Lease.

The District acquired the Property as part of the Upper St. Johns River Basin Flood Control Project .

Section 373.093, Florida Statutes, provides that the Property may be leased for purposes consistent with those of the acquisition and the Land Management Plan for the Property, which includes using cattle grazing as an on-site management and security tool.

Accordingly, based on the premises above and promises, terms and conditions below, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease of Property. Subject to the reservations, restrictions and obligations in this Lease, the District grants to Lessee and Lessee accepts from the District the right to use the Property for the sole purposes of conducting a cattle grazing operation and maintaining cattle grazing pasture. This Lease does not create any easements in the Property.
2. Term. The term of this Lease is for a period of ten years, commencing _____ , and expiring _____ unless earlier terminated pursuant to other provisions of this Lease.

3. Lease Fee.

- (a) Lessee shall pay the District an annual lease fee (the "Fee") in the amount of _____ Dollars (\$_____), based on a maximum of ___ animal units at a rate of _____ Dollars (\$_____) per animal unit per year. The Fee is due and payable in advance, without notice or setoff, on or before _____, and continuing thereafter on or before the anniversary of the commencement date. All payments shall be made payable to the District by check, money order, or electronic deposit, and, if paid by check or money order, mailed or hand delivered to the Chief of the Bureau of Real Estate Services at the address set forth in Paragraph 11.
- (b) 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 150% of one twelfth of the annual 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 holdover. Lessee shall have the option of up to three holdover months following expiration or non-renewal of the Lease Holdover months are not available following a termination pursuant to paragraph 12.
- (c) The District, at its sole discretion, may substitute work service credits for all or a portion of the Fee during any effective year for work performed by Lessee. These credits may be authorized by the District's South Region Land Manager, Doug Voltolina, must be in writing, and may only apply to work performed after such authorization. Credit for completed authorized work shall be deducted from the following year's rent. Approved work completed during the final year of this Lease may be reimbursed up to the cash amount paid in advance for the final year, less any unpaid amount. If the District terminates this Lease by notice pursuant to paragraph 12(b) the District shall reimburse Lessee for all preapproved work performed by Lessee through the date of the notice.
- (d) Stocking Rate. An animal unit is one bull or cow with or without one unweaned 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 the District's written approval. The stocking rate may be reduced by the District, at its discretion, upon 90-days written notice. Any increase in the Fee that results from an increased stocking rate will be applied on the next date the Fee is due and thereafter. Any decrease in the Fee that results from a decreased stocking rate will cause a pro rata refund of fees paid for the then current year and a proportionate decrease in future Fees due.

4. District's Reserved Rights. All rights not expressly granted to Lessee pursuant to this Lease are reserved by the District. In addition, the District specifically reserves the rights set forth below. In exercising these rights, the 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) The District may use the Property for water management purposes, as the District in its sole discretion determines are necessary, provided that such use shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
- (b) The District may, at its discretion and expense, treat invasive species on or near the Property. If such treatment is listed as potentially harmful for livestock, the 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) The District, its officers, agents, consultants and employees, upon reasonable notice to Lessee, may enter the Property for the purpose of scientific investigation, surveying, the taking of soil borings, or such other uses as may be determined by the District, so long as such entry and use does not unreasonably interfere with Lessee's authorized use of the Property. Such persons shall promptly close and lock any gates through which they pass. Boring holes shall be promptly filled and packed to the surrounding earth level.
- (d) The 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 reserves the right to approve or disapprove all proposed burning, chopping, disking, or other physical alterations to the Property.
- (f) The District may grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges to others over, under, through or across the Property, provided that such grant shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
- (g) The Property is part of a larger conservation area acquired by the District. The District reserves for its use and occupancy during the term of this Lease, rights-of-way across the Property in order to access the District's remaining lands; provided, however, that such access shall not damage or disrupt Lessee's authorized use of the Property. The location of such rights-of-way to both the Property and the remainder of the District's lands shall be discussed with Lessee; provided that the District shall make the final decision regarding the exact location and uses of such rights-of-way.

5. Cattle.

- (a) Number of Animal Units. The number of cattle shall not exceed the maximum animal units set forth in Paragraph 3(a) for the duration of this Lease. If the maximum number of animal units is adjusted by the District pursuant to paragraph 3(d), the number of cattle shall not exceed the adjusted maximum animal units.
- (b) Identification. All cattle must bear identification, e.g., ear tags, tattoos, brands, etc., readily traceable to the Lessee before their release on the Property.

- (c) Containment. Any cattle that wander off the Property shall be promptly returned to the Property within seven days of Lessee having knowledge of or receiving notice of wandering cattle.
- (d) Grazing Deferrals. Unless specifically authorized in writing by the District, 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.
- (e) Supplemental feed. Unless specifically authorized in writing by the District, Lessee must not provide supplemental feed.
- (f) Tropical Soda Apple and Other Invasive Species. Lessee is solely responsible for maintaining effective control of tropical soda apple using the Best Management Practices established by the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto. Lessee must quarantine all new cattle for seven days prior to releasing them on the Property and ensure that the cattle are free from tropical soda apple to the District's satisfaction. The District retains the right to treat other invasive species at District expense as deemed necessary by District staff. Lessee shall not impede the District's efforts to control invasive species on the Property. If such treatment will be potentially harmful to the livestock, the District will notify Lessee of the treatment to be used not less than 30 days before application.
- (g) Best Management Practices. Lessee must:
 - 1. sign a Notice of Intent to Implement Best Management Practices for Florida Cow/Calf Operations within 90 days of entering into this agreement (<http://forms.freshfromflorida.com/01502.pdf>);
 - 2. use the BMPs for cattle grazing operations as published by the Florida Department of Agriculture and Consumer Services (FDACS);
 - 3. (http://freshfromflorida.s3.amazonaws.com/Bmp_FloridaCowCalf2008.pdf);
 - 4. notify the District of all fertilizer and pesticide applications;
 - 5. not add phosphorous unless required based upon IFAS soil analysis; and
 - 6. locate supplemental feeding or water troughs near known and visibly apparent active gopher tortoise and other imperiled species burrows.
- 6. 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 of live or dead trees, plants or plant materials. Lessee shall not dump or place any garbage or refuse on the Property. Lessee shall, at its own expense, maintain all fences, firelines, access and trail roads and gates used by Lessee, its licensees or invitees, and repair damage caused by Lessee to existing roadways on the Property. Upon expiration or termination of this Lease, surrender the Property in "same as found" condition.

- (a) Public Access. Unless otherwise limited by the District, the general public shall have the right to enter the Property for recreational activities such as hiking, biking, horseback riding and overnight camping. If the Property is or becomes part of a Wildlife Management Area or a Small Game Hunting Area, limited public hunting may be provided for by the Florida Fish and Wildlife Conservation Commission.
- (b) Agricultural Chemicals. Lessee may not apply agricultural chemicals including herbicides or pesticides on the Property without prior written approval from the 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 Florida Department of Agriculture and Consumer Services (FDACS); and any other conditions of the District's written approval.
- (c) Fire; Prescribed Burns. Lessee shall not at any time set or cause to be set any fire on the Property without a prior written agreement signed by the District. The District may grant or refuse permission for a prescribed burn in its sole discretion. The District retains the right to conduct prescribed burns at District expense as deemed necessary by District staff. Lessee shall not impede the District's efforts to conduct burns on the Property. The 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.
- (d) Water Availability. Water sources on the Property are the open water areas within the District's ownership. Lessee will be responsible for establishing a dependable water source on the Property if needed. Lessee must obtain all necessary permits and authorizations prior to establishing or expanding any water source on the Property and is responsible for all expenses incurred to establish or expand water sources. The 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 wells remain property of the District. Any new wells established by Lessee shall, upon the expiration or termination of the Lease and at the District's discretion, either be properly capped and abandoned by Lessee at its sole expense or immediately become District Property.
- (e) Utilities. Lessee, at its sole expense, shall 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 the District's conduits or pipes. The District shall grant such utilities rights of access necessary for the authorized uses hereunder that do not materially impair the 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 the 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.

- (f) 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 cattle fencing and gates at Lessee's expense, unless otherwise agreed to by District Land Management staff.
1. Perimeter Fences. Perimeter fences that must be repaired or replaced will be constructed in the same manner as new fences. All such improvements on the Property immediately become the District's property and are released to the District upon termination or expiration of this Lease.
 2. New Fences. New fences will be constructed of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet.
 3. Internal Fences. If Lessee wishes to install any fences, gates, pastures or cow pens, Lessee must obtain prior approval from the District's Land Manager. If approved, Lessee may install such improvements at its own expense.
 4. Working Pens. Lessee may use any cattle or working pens on the Property. If Lessee requires additional pens, Lessee must use portable pens or construct pens. Lessee is solely responsible for expenses incurred for use or construction of cattle pens.
 5. Sovereign Submerged Lands. Fencing on sovereign submerged lands within or contiguous to the property must be approved by the Board of Trustees of the Internal Improvement Trust Fund and is at Lessee's sole risk. Lessee completely indemnifies and holds the District harmless from any claim related to the use of sovereign submerged lands.
- (g) Additional Structures. Except as specifically provided herein, no additional structures (i.e., cattle pens, buildings, fencing, road material, etc.) or other man-made alterations will be placed on or made to the Property without prior written District consent. No structures may be on land that has been determined to be sovereign submerged land without permission of the State
- (h) Lessee's Personal Property. All personal property placed upon the Property by Lessee shall be at Lessee's sole risk of loss. Under no circumstance shall the District be liable for any damage to or loss of any such personal property. All personal property shall be removed from the Property upon expiration or termination of this Lease as otherwise provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by the District as its property or disposed of in such manner as the District may see fit without accountability or liability to Lessee.
- (i) Security. As additional consideration for this Lease, Lessee shall provide, while physically present on the Property, surveillance and security for the Property, including checking gates and fences and reporting law violations, crimes and vandalism to the District and proper authorities. Lessee will, to the best of its ability, assist in the protecting the Property against trespassers, poachers, and vandals. The District, through its Regional Land Manager, must be immediately notified if any lock is added to or removed from gates occupying the Property.

- (j) District Coordination. All activities, other than those specifically set forth herein, shall be coordinated with and approved by the District's Regional Land Manager or such other person designated by the District in writing.
- (k) Hunting. Unless provided for feral hogs by an attachment to this Lease or conducted by the Florida Fresh Water Fish and Wildlife Conservation Commission, no hunting may take place on the Property.
- (l) Archaeology. No collection of artifacts or disturbance of archaeological or historic sites will take place without prior written District authorization.

7. Liability and Indemnity.

- (a) Lessee Control of Property. During the term of this Lease, Lessee is solely responsible for the conduct and control of all activities by Lessee, its employees, licensees, and invitees, on the Property. Lessee has the sole and complete duty to ensure the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. The District does not, by or through its activities in inspecting the Property and reviewing Lessee's activities thereon for the purposes of this Lease, assume any duty as to the condition of the Property with regard to the safety of Lessee, its employees, licensees, and invitees. Nor does the District assume any duty for the benefit of third parties or governmental agencies regarding compliance with permit conditions or any other matters associated with Lessee's activities under this Lease. Lessee is solely and directly responsible to any such third parties for all liability associated with its activities under this Lease.
- (b) The District has not determined, and makes no representations, that the Property is suitable for the purposes set forth herein. Under no circumstance shall the District be liable to Lessee, its licensees or invitees, for damage to Lessee's personal or other property, or for death or personal injury to Lessee, its licensees or invitees, as a result of the activities authorized by this Lease. Lessee agrees to protect, defend, save, indemnify, and hold the District harmless from and against all liability, claims, causes of action, judgments or decrees, including litigation expenses and reasonable attorneys' fees, involving damage to property or death or injury to Lessee, its licensees or invitees, or other third persons, arising from the use and occupancy of the Property by Lessee, its licensees or invitees. In the event of any such claims made or suits filed, the District shall provide Lessee prompt written notice thereof and Lessee shall be responsible for the defense thereof.
- (c) Lessee hereby waives any claim against the District for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Lease or any part hereof, and resulting in a judgment or decree declaring this Lease null and void, in whole or in part, or delaying the same from being carried out. In such event, the parties shall enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

8. Insurance.

- (a) Lessee must at all times maintain comprehensive general liability insurance covering personal injury, death, and property damage with combined single limits of not less than \$1,000,000, arising from Lessee's use and occupancy of the Property. Lessee's general liability policy shall include: (1) Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District as Additional Insured; (2) endorsement that waives any right of subrogation against the District; (3) endorsement to give the District not less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements and provided to the District prior to this Lease becoming effective.
- (b) 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 the District. If coverage is canceled or reduced, Lessee shall, within 30 days after receipt of notice thereof, file with the District a certificate showing that such coverage has been reinstated or provided through another insurance company. If Lessee at any time fails to obtain required insurance coverage, the District may obtain such coverage and Lessee shall reimburse the District for the cost thereof, plus 10% for administrative overhead.

9. Liens and Encumbrances. Lessee must pay all lawful debts incurred by Lessee with respect to the Property and any improvements thereon authorized by Lessee. Lessee must satisfy all liens of contractors, sub-contractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration and repair of or on the Property. Lessee has no authority to create any mortgages or other encumbrances, including easements, on the Property, or liens for labor or material on or against the Property. All persons contracting with Lessee for financial assistance or any construction or other activity on the Property shall be notified by Lessee that they must look to Lessee only to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Lease. If any lien is registered on title to the Property by any Lessee contractor, Lessee shall discharge or bond such lien off title to the Property within 45 days of receipt of notice of registration of such lien.

10. Taxes and Assessments. Lessee is responsible for payment of all ad valorem, non-ad valorem, intangible personal property taxes, and special assessments as may be levied or assessed against the Property that are associated with Lessee's activities under this Lease, including Lessee's improvements and personal property. Lessee may, at its own expense and in its own name, contest any such taxes or special assessments. The District will cooperate with Lessee in any such contest when the District determines, in its sole judgment and discretion, that Lessee is being incorrectly assessed for any taxes. The District will provide the Lessee with copies of any assessments or other tax notices, so that the Lessee can file any notice of contest and pay for any tax payable by it in a timely manner.

11. 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: Ramesh Buch
Chief, Bureau of Real Estate Services
Phone: (386) 329-4335 Fax: (386) 329-4848
E-mail: rbuch@sjrwmd.com

Lessee : ____

Phone: ____
Cell: ____
E-mail: ____

12. Termination; Remedies for Default; Removal of Personal Property.

- (a) Termination by the District for Cause. The 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) the Lessee commits a crime on or adjacent to the Property; or (iv) Lessee's default under this Lease. Prior to termination for cause of this Lease, the 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, the District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited.
- (b) Termination by the District for Land Management or Water Management Purposes. The District may terminate this Lease at any time for publicly noticed land management or water management projects by providing at least six months prior written notice to Lessee. The District will 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 for reasons other than the Lessee's default, the

District shall return to the Lessee a pro-rata refund of any pre-paid Fees for the then current annual term of the Lease.

- (c) Termination by Lessee. Lessee may terminate this Lease at any time for convenience by providing written notice to the District at least 180 days before an anniversary date of the Lease term. If the Lease is terminated by Lessee without cause, pre-paid Fees shall be forfeited.
- (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 the District's prior written approval; (iii) using the Property for any purpose not expressly permitted by this Lease. If Lessee defaults, the District shall be entitled to the following independent and cumulative remedies: (iv) terminate this Lease and take possession of the Property in its first and former estate, and thereupon this Lease and all of the District's obligations hereunder shall terminate and be null and void, without prejudice to the District's right to recover from Lessee any sums due hereunder; (v) institute an action of damages against Lessee; (vi) obtain injunctive relief to enjoin Lessee's violations of the Lease; (vii) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to the District; (viii) any other available remedies under Florida law. Before termination of this Lease, the 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, the District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited.

13. Surrender of Premises. Lessee shall, on or before the last day of the Lease term, or upon the sooner termination for any cause set forth herein, peaceably and quietly surrender the Property to the District, together with all improvements thereon, as provided herein. For expirations, but not terminations, Lessee may take advantage of up to three holdover months as provided in sub-paragraph 3(b). If Lessee refuses to surrender possession of the Property at that time, the District may exercise its right to evict Lessee and seek damages or pursue any other remedies under Florida law.

14. Ownership of Improvements. During the Lease term, 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 that improvements to District-owned buildings or other structures, including heating, air conditioning, lighting, and other improvements affixed to the realty, including perimeter fencing, shall become District property. Lessee shall immediately execute and deliver to the District such documents of title and other instruments necessary to enable the District's ownership thereof. For any operable facilities, Lessee shall deliver to the 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 the District may, in writing, direct Lessee not to remove buildings or structures that the District deems to be in good condition and usable for the District purposes.

15. Removal of Personal Property. Upon termination as provided in paragraph 12, Lessee shall have 30 days in which to remove all of Lessee's personal property and equipment from the Property. Upon the normal expiration of a Term of the Lease, Lessee shall have up to three holdover months, as provided in sub-paragraph 3(b), in which to remove all of Lessee's personal property and equipment from the Property. Any personal property and equipment of Lessee not so removed shall, at the end of the applicable period, become the property of District and at District's sole discretion may be removed, relocated or abandoned without District liability to Lessee.

16. Pollution. The discharge by Lessee of any fuel, oils, petroleum products, litter or other harmful or hazardous materials or wastes, as defined under the laws of the State of Florida and the United States, on the Property or other District lands is prohibited. Should any such harmful or hazardous materials or wastes be discharged by Lessee, the District shall be immediately notified. Lessee shall be solely responsible for all costs associated with any resulting, investigation, cleanup and remediation. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. Lessee shall indemnify and hold the District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.

17. Hazardous Materials or Waste Contamination. Prior to the expiration or termination of this Lease, or within 60 days thereafter, the Lessee and the District may coordinate and conduct a walkthrough of the site 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, the District is unsatisfied or reasonably suspects the continued existence of contamination or hazardous materials, it 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 firm(s) and costs prior to commencement. The District shall provide Lessee with a copy of the ESA with five days of completion and receipt. If the ESA or amendment thereto reveals an area of environmental concern that, in District's sole opinion, warrants further investigation, the District may commence an appropriate Phase II ESA. Lessee is solely responsible for environmental conditions on the Property caused, or reasonably caused by Lessee, its agents, invitees, and assigns 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 the District and 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 may be in existence on the date of termination or expiration hereof.

18. Non-Waiver of Regulatory Authority. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.
19. Non-Waiver of Sovereign Immunity. No provision of this Lease shall be construed as a waiver by the District of its sovereign immunity under the Constitution and laws of the State of Florida in excess of the waiver set forth in section 768.28, Florida Statutes, as it now or hereafter exists.
20. Assignment. The rights and obligations created by this Lease shall run with the land and are binding upon the parties, their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part, without the District's prior written consent. The District's rights hereunder may be transferred in connection with a sale of the Property without Lessee's consent. However, the District shall provide Lessee written notice of any such transfer.
21. Governing Law; Attorney's Fees; Waiver of Jury Trial. This Lease shall be construed and interpreted according to the laws of the State of Florida and shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Lease: (1) each party shall bear its own attorney's fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
22. Non-Waiver. No District waiver of Lessee's non-compliance with any provision of this Lease shall be deemed a waiver at any time thereafter of the same or other provision hereof. No delay or failure by the District to re-enter the Property or exercise any right or option hereunder shall constitute a waiver thereof, or be considered exhausted or discharged by its exercise in one or more instances. All District rights or remedies under this Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.
23. Radon Gas. Pursuant to the provisions of section 404.056(8), Florida Statutes, the District hereby notifies Lessee as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
24. 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.

IN WITNESS WHEREOF, the District and Lessee have signed this Lease on the dates below their signatures, the latest of which shall be inserted into the introductory paragraph. This Lease may be executed in separate counterparts, which shall not affect its validity.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____

Ann B. Shortelle, Ph.D.

Title: Executive Director

ATTEST:

Date: _____

William H. Congdon
Deputy General Counsel

Approved as to form and legality; SJRWMD:

William Abrams
Office of General Counsel

LESSEE

Witnesses:

By: _____

Print name: _____

Title: _____

Date: _____

Print name: _____

Print name: _____

EXHIBIT "A-1" – MAP

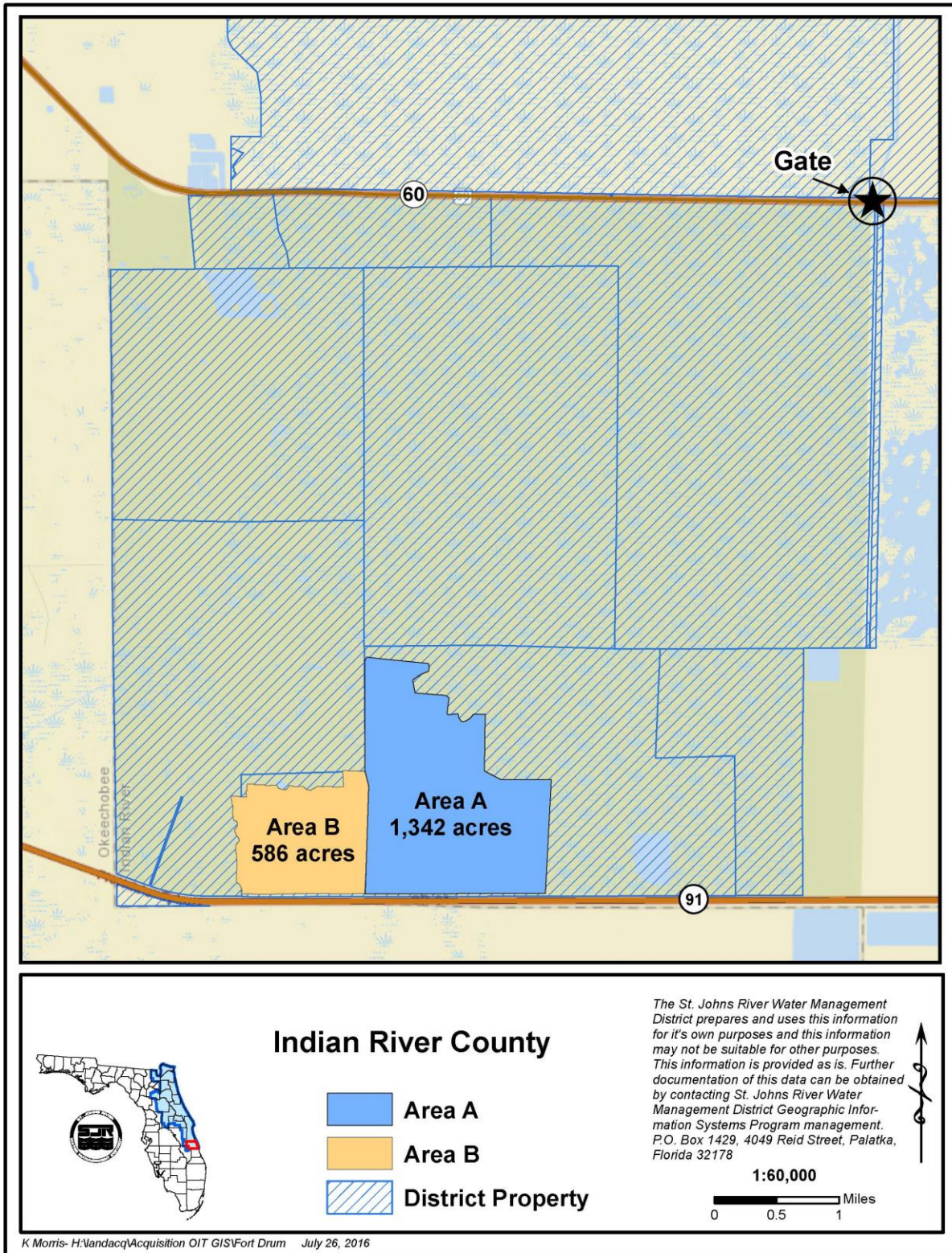


EXHIBIT “B”
SPECIAL CONDITIONS OF USE
NUISANCE FERAL HOG REMOVAL

Exhibit “B” Special Conditions relate only to hog removal activities and not other activities otherwise authorized in the Lease Agreement.

1. Lessee must request and receive authority from District Land Manager before any hog hunting on the Property. Hunting will be authorized by District Land Manager only on an as needed basis. Approved area when authorized will be limited to the area within the lease footprint only. No live hogs shall be removed from the Property.
2. Trapping and killing of hogs shall be limited to the use of live traps and firearms.
3. Dogs are not allowed on the property without a current rabies vaccination and certificate, as well as a tagged collar indicating owner name and telephone number. No more than four dogs are allowed on the ground at one time for hunting.
4. Lessee may have up to two assigned agents to remove feral hogs.
5. Lessee shall abide by all applicable governmental rules, regulations, ordinances and laws with respect to Lessee’s use of the Property, and shall, at his own expense, procure and maintain current any permits, licenses, etc., which may be required by law in connection with the feral hog removal.
6. Lessee shall abide by Chapter 5C-21.015, Florida Administrative Code and Title 9, Animals and Animal Products, of the Code of Federal Regulations.
7. Killing, molesting, or trapping of any wildlife other than the trapping of feral hogs is prohibited.
8. A monthly report is to be submitted to J. B. Miller, Land Resource Specialist at 4049 Reid St., Post Office Box 1429, Palatka, Florida 32178-1429 or jbmiller@sjrwmd.com, or Fax (386)-329-4848 (Office (386)-329-4381 and is due the first week of each month for the previous month’s harvest. The continuation of the right to remove feral hogs is dependent upon receipt of these reports.
9. Lessee shall provide the above-mentioned Land Resource Specialist with the description, tag number and vehicle identification number for each vehicle or vessel to be used on the Property before initiating the Nuisance Feral Hog Removal Program.
10. Lessee and agents shall be required to have a “Nuisance Hog Removal” card on their person at all times while on the Property. Lessee shall be identified as the Supervisor. Agents may access the Property without being accompanied by Lessee. Lessee is responsible at all times for the actions of all accompanying family and selected agents. Infractions committed by any family member or agents may result in termination of the right to remove feral hogs and coyotes.

11. Waste from butchering hogs and coyotes shall be disposed of in remote upland areas away from roads, recreational trails, structures, wetlands, water bodies, ditches and canals or removed from the Property.
12. Use of firearms shall be limited from one hour before sunrise until one half hour after sunset. Lessee may access the Property from designated points of entry from one hour before sunrise until two hours after sunset, unless otherwise authorized by permit.
13. Lessee shall greet each person they meet (the public, District staff, and law enforcement) on the Property by introducing themselves and explaining their purpose of being on the Property.
14. This license for the removal of feral hogs is at will and may be terminated by the District, with or without cause, upon three business days prior notice. Termination of this license to remove feral hogs will not affect the remainder of the Lease Agreement, which shall remain subject to termination pursuant to paragraph 12 of the Lease.
15. Only two licensed vehicles may be used when hunting on the property. The use of tracked vehicles, motorcycles, or all-terrain vehicles is prohibited. Lessee shall provide the Land Resource Specialist with the description, tag number and vehicle identification number for each vehicle or vessel to be used on the Property before initiating the Nuisance Feral Hog Removal.