

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
 INVITATION TO SUBMIT OFFER (ITO) #LRS1423 TO LEASE PROPERTY  
 SUNNYHILL RESTORATION AREA,  
 MARION 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 425 acres of the Property known as Sunnyhill Farm, in the Sunnyhill Restoration Area in Marion County, Florida, SJRWMD parcel no.1977-002-P1. 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. Thursday, April 5, 2018. ITO packages may be obtained from the District’s website at <https://www.sjrwmd.com/lands/cattlelease/> or by calling Debbie Stratton, at (386) 329-4196.

**PROPOSED SCHEDULE**

February 28, 2018	Advertisement/Release of Invitation to Offer
March 21, 2018	Mandatory Inspection of Property at 11:00 a.m. at property known as Sunnyhill North, Marion County, FL
April 5, 2018	Responses Due to Invitation to Offer at 2:00 p.m. Opening will occur at this time. *
April 12, 2018	Notice of Intent to Award (see District website)
May 8, 2018	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.

Wednesday, March 21, 2018, the District will conduct a MANDATORY site visit starting at 11:00 a.m. eastern. Please ensure 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. **PLEASE ENSURE THAT YOU ARRIVE TIMELY TO THE SITE VISIT. ANYONE NOT PRESENT BY THE TIME DISTRICT STAFF LEAVE THE MEETING SITE TO TOUR THE PROPERTY WILL NOT BE AUTHORIZED TO SUBMIT AN OFFER.**

Location: The Property is located north of CR 42 along the Western border of the Ocala National Forest. The St. Johns River Water Management District has signage along the west side of the highway. From Weirsdale, Florida take Lake County Road 42 east, just east of the Ocklawaha river bridge on the left is entrance (1) or continue east on CR 42 to the intersection of CR 42 and 182<sup>nd</sup> Avenue Road, turn left

(north) on 182<sup>nd</sup> Avenue Road. Approximately ¼ mile north of Marion County Fire Station #6 the entrance to access (2) will be on your left. The physical address for the site visit is: 19561-B SE Hwy 42, Umatilla, FL 32784 (Sunnyhill Blue House). See Exhibit “A-1” Cattle Grazing Lease – Pasture Map. A 4x4 vehicle is recommended for the site visit. Anyone having difficulty locating the site can contact R. H Davis at (352) 427-0929 for directions.

**OPENING OF OFFERS**

April 5, 2018 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.

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## 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/Project Manager  
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 #LRS 1423  
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 ensure 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 determine the highest offer for 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 date for the notice is within two weeks after the opening of the offers.

4. **RIGHT OF LESSEE.** This Property is not currently under lease. Lease commencement date is anticipated to be on or within 30 days of June 1, 2018. Lessee will be given up to a maximum of 180 days from date of commencement of the Lease to complete fence installation. Lessee will be given the option to move cattle onto the Property immediately following completion of fence installation, but no later than 30 days following completion of the fence and approval by the District's Land Manager.
  
5. **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
  - e. Bid Bond. This applies only to those Respondents identified in paragraph 8.i. who have previously failed to enter into a lease. Those Respondents must submit a Bid Bond or other acceptable form of security in the amount of \$1,000. Bid bonds will be returned to an unsuccessful Respondent upon determination of the highest responsive and responsible Respondent, or if successful, upon execution of lease and payment of Fees due upon lease execution.

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.

6. **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 by March 27, 2018. Requests may be submitted by e-mail at [dstratto@sjrwmd.com](mailto:dstratto@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on the 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 March 29, 2018.

Submission of an offer constitutes acknowledgment of receipt of all addenda. Offers will be construed as though all addenda have 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.

7. **MINIMUM QUALIFICATIONS.** The minimum qualifications necessary to qualify for this lease to be awarded are:
- a. A minimum of three years experience managing a cattle grazing operation of 300 or more acres and 75 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. The Respondent must provide references using the Respondent Qualifications and References Form and include any other documents deemed necessary by Respondent to show that their company or operational manager's managing experience meets the minimum qualifications. The Form has blanks for 3 references, however, Respondent may provide additional references as necessary. Further detail is provided on the Respondent Qualifications and References Form included in this package.
  - 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.

8. **GENERAL CONDITIONS.**

- a. **INTERNET AVAILABILITY.** District Invitations to Offer, changes, delays, addenda, and questions and answers are available for review and download at <https://www.sjrwmd.com/lands/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. District intends to reject all offers if a minimum bid of \$90 per animal unit is not received.
- 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, 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 sufficient information on this form, or by documents submitted therewith, for the District to verify the minimum qualifications outlined in Paragraph 7 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.** No offer, after acceptance by the District, shall be assigned by the Respondent.
- 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 6 for Inquiries no later than March 27, 2018. 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. 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.

## **9. PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

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, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. 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 one percent (1%) of the District's estimated contract amount.

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.

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. 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.



## PART II – SCOPE AND PROPERTY SPECIFICATIONS

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

1. **DESCRIPTION.** The Property to be leased is approximately 425 acres located in Marion County. The lease property consists of coastal Bermuda grass mixed with Pensacola Bahia grass pasture, Pensacola grass pasture, natural grass areas containing andropogon spp., and panicum spp., planted Longleaf pine with a Pensacola Bahia grass understory, planted Pine with a natural grass understory and hardwood hammock. Approximately 40 acres of the property is suitable for hay production. (See Exhibit “A-1”). The Property will be leased for cattle grazing (cow-calf) purposes only.
2. **STOCKING RATE.** The maximum stocking rate for the Property is 90 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 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. **TERM OF LEASE.** The term of the lease is ten years from the date of commencement 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 Property is only partially fenced. Lessee shall be responsible for fencing the remainder of the Property. The District estimates that approximately 21,000 feet of fencing will need to be installed. Also, ten access gates for public will need to be installed along recreational trails. Lessee will be given up to a maximum of 180 days for fence installation once lease commences. District will reimburse up to 50% of the cost of fencing, not to exceed \$17,000, based on the cost schedule in the District’s annual fencing contract, by means of in-kind credits not to exceed \$17,000. (See paragraph 14) If the District terminates the lease agreement for any reason other than Lessee default prior to expiration of the 10-year period, the District will reimburse the Lessee for the other 50% of the cost of the fencing. The District anticipates some initial repair of the existing fence may be needed and will authorize 50% in-kind credits for that first time repair, however, that amount will be subject to the same \$17,000 cumulative not-to-exceed in-kind service credits. Should Lessee wish to construct additional interior cross fencing and gates to support cattle grazing operations, Lessee shall be responsible for such work and any associated costs. The Lessee must obtain prior written approval from the District Land Manager before constructing any additional fences and gates on the Property. New boundary/perimeter fences shall be constructed of four or five strands of barbed wire. Post spacing will not exceed twenty feet, and posts shall be pressure treated wood or iron fence

posts. No 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. Ten access gates must be constructed as part of the required perimeter fence. Four 16' gates are to be built on the side facing the road, and six 4' trail access gates. Standard stock gates will be sufficient. The District will install the handles and springs on the gates. Once installed, any constructed fencing and gates shall become the property of the District, unless a prior written exception is made between the District and Lessee.

6. **CATTLE PENS.** There are no cattle pens on the Property. If pens are desired, the Lessee shall use portable pens 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 permanent cattle pens. Once installed, any permanent constructed cattle pens will become the property of the District, unless a prior written exception is made between the District and Lessee. Portable pens will remain the property of the Lessee.
7. **WATER.** There are ponds on the east side of the site that hold water seasonally, however, not year-round. Two working wells are on the western portion of the site. Also, there is one well on the western portion that will need repair work if Lessee desires to use it. Should Lessee desire to use wells, Lessee will be responsible for maintenance and repair of wells during the term of the lease. 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 and for repairing and use of current well.
8. **UTILITIES.** There is a power line available to the existing wells 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 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 Tropical Soda Apple within the lease area, must control all exotic plants spread from hay feeding operations and cattle must 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.
10. **NATURAL HABITAT MANAGEMENT.** District Land Manager may authorize, at his total discretion, authorization to provide a credit of 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 first obtaining authorization from the District's Land Manager.

11. **PROPERTY ACCESS.** The Lessee shall access the lease Property from any one of two gates located at 19561 SE Hwy 42 and 15110 SE 182<sup>nd</sup> Avenue Rd, Umatilla, FL 32784. Both Lessee and District personnel must have keys or combination(s) to the locked gates.
12. **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, horseback riding, camping and fishing. The area is very popular with equestrian user groups; their will be cattle-horse interaction. 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. There is regular visitor use of the lease Property, including a campsite inside the lease area.
13. **FEES.** The initial Lease Fee shall be due six months following the Lease commencement date and all subsequent Fees each anniversary date thereafter. If the Lessee does not construct the fence and move the cattle onto the Property within the required 180-day period following Lease commencement, the Lessee shall be in default, and the District is authorized to lease the Property to another rancher.
14. **IN-KIND SERVICES.** At the District's discretion, Lessee may substitute in-kind credits for all or a portion of the next annual Fee for pre-approved work performed by Lessee. There is no guarantee that a full Fee's worth, or even any work, will be approved in any lease year. These in-kind credits shall be approved by the District's North Central Region Land Manager before implementation. No credit will be approved for work that is normally associated with cattle grazing operations. Credit for completed approved work shall be deducted from the next year's Fee. Approved work completed during the final year of lease may be reimbursed up to the amount paid by Lessee in advance for the final year's Fee. Approved credit for fencing, as provided in paragraph 5, up to the amount of the initial Fee may be used against the initial Fee. Any remaining credit for fencing may be carried over and be used against the second Fee. In the event the District terminates this Lease by notice pursuant to paragraph 13(a) of the Lease Agreement, the District shall reimburse lessee for all pre-approved 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 regards 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

\_\_\_\_\_  
**Respondent** Authorized Signature                      Date                      Print Name and Title

\_\_\_\_\_  
OPERATIONAL MANAGER for this Site (Print Name)

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

**MINIMUM QUALIFICATIONS:** A minimum of three years of experience managing a cattle grazing operations totaling 300 acres or greater and 75 animal units or greater, by either Respondent, or Respondent's proposed Operational Manager for this Property. The Respondent must provide documentation showing that their company's, or 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 District from the References regardless of their years of other experience. Management experience must include a minimum of 75 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 75 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. **Specific lease information including starting and end dates, and number of animal units and acres managed must be provided by the References.**

References must be individuals that can be readily contacted and have first-hand knowledge of the qualifying individual's performance.

If lease is awarded based upon qualifications of an Operational Manager and the Operational Manager leaves employment of the Lessee prior to 3-years into the lease, the Lessee will be required to provide an acceptable Operational Manager to the District within 60 days or will be in default. If Lessee has been actively assisting with daily management, District may take into consideration that experience and prior management experience, and at District's sole discretion, based upon the District's interpretation of the Lessee's performance, substitute this management assistance for some, or all, of the required management experience.

1. Reference's 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's 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's 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/Operational Manager certifies that all references and information provided on this Qualifications and References Form are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
QUALIFIED INDIVIDUAL'S NAME and SIGNATURE

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number                      Fax Number                      Email Address

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

\_\_\_\_\_  
Respondent 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.



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

Invitation to Submit Offer to be opened at 2:00 p.m., on Thursday, April 5, 2018.  
TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for the management of the Sunnyhill Restoration Area property identified in ITO #LRS1423 for a cattle grazing operation, subject to the terms and conditions of the Lease Agreement, the under-signed 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 Unit Fee x # of Animal Units. Any current or past Lessee of the District in default for violation of the entity/individual's current or prior District lease, may be deemed disqualified and such submittal may be rejected for not meeting minimum qualifications. Respondent understands and agrees that he/she will be responsible for the labor for fencing the lease area, and that the District will reimburse a maximum not-to-exceed amount of \$17,000 for fencing materials via credits for in-kind services. All material costs above that amount will be the responsibility of the Respondent/Lessee.

For Total Offer:

Offer of Fee to be paid per Animal Unit: \_\_\_\_\_

Animal Units/Stocking Rate: 90 Animal Units

**TOTAL ITO OFFER for annual lease Fee (AU Fee x # of AU) = \_\_\_\_\_**

**TOTAL OFFER FOR ANNUAL LEASE FEE IN WORDS:**

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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 \_\_\_\_\_ 2018, 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 Marion County, Florida, known as the Sunnyhill Restoration Area, and Lessee desires to lease a portion thereof, consisting of approximately acres, as more particularly depicted on Exhibit “A”, 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 for the purposes of water management, water supply and the conservation and protection of water resources in the District’s Sunnyhill Restoration Area.

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 June 1, 2018 (Commencement Date), and expiring May 31, 2028, 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 90 animal units at a rate of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per animal unit per year. 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 Bureau of Financial Services at the District's address set forth in Paragraph 12 herein.

- (b) There will be no Fee charged for the first 180 days of the lease, during the construction of the fence. The initial lease Fee shall be due six months following the Lease commencement date and all subsequent Fees each anniversary date thereafter. If the Lessee does not construct the perimeter fence and move the cattle onto the Property within the required 180-day period following Lease commencement, the Lessee shall be in default, and the District is authorized to lease the Property to another rancher.
- (c) District will reimburse up to 50% of the cost of fencing, not to exceed \$17,000, and initial approved fence repairs, based on the cost schedule in the District's annual fencing contract, by means of in-kind credits. If the District terminates the lease agreement for any reason other than Lessee default prior to expiration of the 10-year period, the District will reimburse the Lessee for the other 50% of the cost of the perimeter fencing.
- (d) At the District's discretion, Lessee may substitute in-kind credits for all or a portion of the next annual Fee for pre-approved work performed by Lessee. There is no guarantee that a full Fee's worth, or even any work, will be approved in any lease year. These in-kind credits shall be approved by the District's North Central Region Land Manager before implementation. No credit will be approved for work that is normally associated with cattle grazing operations. Credit for completed approved work shall be deducted from the next year's Fee. If approved work is completed during the final year of the lease that produces excess credits over and above the final year's Fee, the amount in excess of Fees due may be reimbursed to Lessee. Approved credit for fencing, as provided in paragraph 3 above, up to the amount of the initial Fee may be used against the initial Fee. Any remaining credit for fencing may be carried over and be used against the second Fee. In the event the District terminates this Lease by notice pursuant to paragraph 13(1) of the Lease Agreement, the District shall reimburse lessee for all pre-approved work performed by Lessee through the date of the notice.
- (e) 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 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.
- (f) 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 North Central Region Land Manager, RH Davis, 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 13(b) the District shall reimburse Lessee for all preapproved work performed by Lessee through the date of the notice.

- (g) 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 Deferments. 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. Land Manager authorizes haying only for the purpose of feeding of stock on site.
- (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, in an area approved by the District's Land Manager, 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](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. not locate supplemental feeding or water troughs near known and visibly apparent active gopher tortoise and other imperiled species burrows.

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

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, fire lines, 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, camping and fishing. The area is very popular with equestrian user groups; there will be cattle-horse interaction.
  - (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 three wells, two currently functioning, and 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.
1. New Perimeter Fences. Perimeter fences that must be constructed, repaired or replaced will be constructed with four (4) or five (5) strands of barbed wire. Ten access gates must be constructed as part of the required perimeter fence. Four 16' gates are to be built on the side facing the road, and six 4' trail access gates. Standard stock gates will be sufficient. The District will install the handles and springs on the gates. All such improvements on the Property immediately become the District's property and remain in the District upon termination or expiration of this Lease.
  2. New Internal Fences. New interior fences will be constructed of two strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet.
  3. Internal Fences. Current internal fences are property of the District. If Lessee wishes to install any additional fences, gates, pastures or cow pens, Lessee must obtain prior written approval from the District's Land Manager. If approved, Lessee may install such improvements at its own expense, other than as provided in paragraph 2 above. Internal fences that do not function as perimeter fences, become property of the District after expiration or termination of the lease or by the end of the last holdover month, whichever is later.
  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 additional pens with

written approval from the Land Manager. Lessee is solely responsible for expenses incurred for use or construction of cattle pens.

- (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 of Florida.
- (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 on the Lease 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) Private Hunting. No private hunting is allowed on the Property except for the trapping and shooting of feral hogs or coyotes, with permission of the District. These activities will only be permitted by means of an amendment to this Lease or as may be set forth herein as an exhibit to this Lease and subject to the terms and conditions of said amendment or exhibit.
- (l) Archaeology. No collection of artifacts or disturbance of archaeological or historic sites shall 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, or other third persons. In the event of any such claims made or suits filed, the 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 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 Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District as Additional Insured. Lessee shall provide the District with not less than thirty (30) days' notice of cancellation or material change of said policy. Certificates of Insurance must be accompanied by copies of the requested endorsement and shall be 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. Anti-Discrimination. Lessee will not discriminate against any employee or applicant for employment based on race, color, religion, sex, handicap, disability, marital status or national origin.
12. 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  
Director, Bureau of Real Estate Services  
Phone: (386) 329-4335 Fax: (386) 329-4848  
E-mail: RBuch@sjrwmd.com

Lessee:            \_\_\_  
                          \_\_\_  
                          Phone: \_\_\_  
                          Cell: \_\_\_  
                          E-mail: \_\_\_

13. 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 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 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 commencement date. 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.

- (e) Removal of Personal Property. Upon termination as provided in sub-paragraphs 13 (a), (c), or (d), Lessee shall have 30 days in which to remove all of Lessee's personal property and equipment from the Property. The District waives its right to payment of a holdover rent Fee otherwise due pursuant to 14 (b) during those 30 days. Upon termination as provided in sub-paragraph 13 (b), Lessee shall have 30 days in which to remove personal property and equipment. Upon expiration of the Term of the Lease, Lessee shall, pursuant to paragraph 3 (b), have up to three holdover months 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.

#### 14. Ownership of Improvements and Surrender of Premises.

- (a) Ownership of Improvements. During the Lease term, unless otherwise provided, 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.
- (b) Surrender of Premises. Lessee shall, on or before the last day of the Lease term, or upon the sooner termination for any cause set forth herein, peaceably and quietly surrender the Property to the District, together with all improvements thereon, as provided herein. If Lessee holds over or refuses to surrender possession of the Property after termination or expiration of this Lease, such holding over shall constitute a tenancy at sufferance from month to month, subject to the same terms and conditions as herein provided, except that the Fee shall be increased by 50 percent above the Fee in the month prior to the date of termination or expiration. The District does not waive its right to eviction or other remedies under Florida law by acceptance of rent during the holdover period.

- 15. 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.

16. 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.
17. Non-Waiver of Regulatory Authority. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.
18. Non-Waiver of Sovereign Immunity. No provision of this Lease shall be construed as a waiver by the District of its sovereign immunity under the Constitution and laws of the State of Florida in excess of the waiver set forth in section 768.28, Florida Statutes, as it now or hereafter exists.
19. Assignment. The rights and obligations created by this Lease shall run with the land and are binding upon the parties, their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part, 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.

20. 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.
21. 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.
22. 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."
23. 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: \_\_\_\_\_  
John A. Miklos  
Title: Chairman, Governing Board

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles W. Drake  
Title: Secretary, Governing Board

Approved as to form and legality; SJRWMD:

\_\_\_\_\_  
KRIS DAVIS, Assistant General Counsel II  
Office of General Counsel

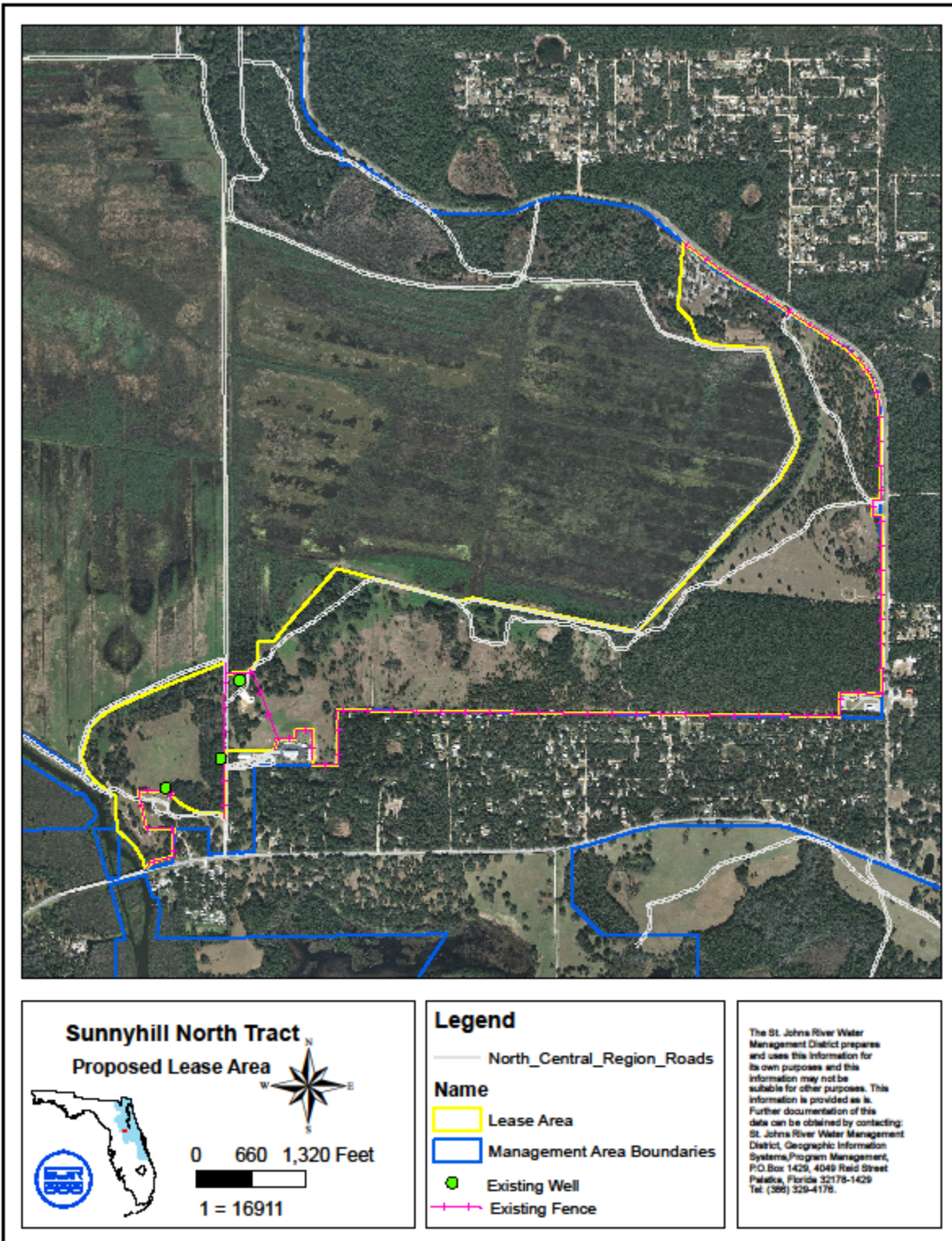
**LESSEE:**

Witnesses:  
  
\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name:  
Title: Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

EXHIBIT "A" – MAP



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