

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 INVITATION TO SUBMIT OFFER (ITO) #LRS1457 TO LEASE PROPERTY
 LAKE MONROE CONSERVATION AREA,
 VOLUSIA 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 area to be leased is approximately 3095± acres of the Osteen Ranch - Kratzert Tract, in the Lake Monroe Conservation Area in Volusia County, Florida, SJRWMD parcel no.1986-014-P1. (the Property) Please review the requirements and specifications. The District will authorize a maximum of 100 animal units grazing the Property. The initial lease term is for 10 years.

Interested parties must respond to the solicitation below by 2 p.m. Wednesday, July 25, 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

June 20, 2018	Advertisement/Release of Invitation to Offer
July 10, 2018	Mandatory Inspection of Property at 1 p.m. at property known as Beck Ranch parking area, 615 N SR415, Osteen, FL 32764
July 25, 2018	Responses Due to Invitation to Offer at 2:00 p.m. Opening will occur at this time. *
August 2, 2018	Notice of Intended Decision (see District website)
September 11, 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.

Tuesday, July 10, 2018, the District will conduct a MANDATORY site visit starting at 1:00 p.m. Daylight Saving Time. 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 lies south of the town of Osteen and north and east of the St. Johns River. It is bordered on two sides by State Road 415 and Reed Ellis Road and on one side by Lake Monroe and the St. Johns River. The St. Johns River Water Management District has signage along SR 415. The

physical address for the site visit is: 615 N SR415, Osteen, Florida, 32764. See Exhibit "A" Cattle Grazing Lease – Pasture Map. A 4x4 vehicle is required for the site visit. Attendees can carpool/caravan to view the Property. Much of the Property will be too wet to drive on during the summer. Attendees will view some accessible areas on the Property. Anyone having difficulty locating the meeting site can contact Graham Williams at (904) 237-1406 for directions.

OPENING OF OFFERS

July 25, 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 provided in the Instructions to Respondents.

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
Office 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 1457
ATTN: Debra Stratton
Office 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 30 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, Fla. Stat., and exempt from disclosure pursuant to 815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its bid and explain the basis for such exemption. The District reserves the right, in its sole discretion, to reject a bid for excessive or unwarranted assertion of trade secret confidentiality and return the bid to Respondent.

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 timeframe for the District's issuance of its Notice of Intended Decision as to the award of the cattle grazing lease is within two weeks after the opening of the offers.

4. **RIGHT OF LESSEE.** This Property is currently under lease. If the new lease is awarded to a different Lessee, the current Lessee will be given notice on or before August 1, 2018, that it must vacate the property and remove all cattle and personal property no later than October 30, 2018. Lease commencement date is anticipated to be on, or within 30 days following, November 1, 2018. The new Lessee will be given the option to move onto the Property immediately upon the current Lessee's departure, but no later than 90 days after the current Lessee vacates the Property. If the current Lessee retains the lease by becoming the awarded Respondent hereunder, the current Lessee's existing lease will expire October 16, 2018, and the new lease will commence beginning October 17, 2018.

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. Pursuant to paragraph 8.i herein, those Respondents who have previously failed to enter into a lease within 30 days of being awarded the lease will be required to submit a Bid Bond or other acceptable form of security in the amount of \$1,000. The Bid bond, or other security, 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 the 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, any interpretation or correction must be in writing from the Project Manager. The Project Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in these documents, but the Respondent is ultimately responsible for submitting the offer in the appropriate form and in accordance with the District's written procedures.

All requests for written interpretations corrections, must be received by the District's Project Manager by July 16, 2018, otherwise such requests shall not 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 <https://www.sjrwmd.com/lands/cattlelease/> and to all prospective Respondents (at the respective email addresses furnished for such purposes) on or before July 19, 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 100 or more animal units by either Respondent or Respondent's proposed Operational Manager for this Property. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of the ranch; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, daily land and livestock management; hiring, training, evaluating the performance of, and supervising ranch hands, cowboys or other farm workers, or contracts for services to carry out the day-to-day activities of the managed operation. 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 a Lease agreement with the District, 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 affects 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 of the ITO by posting a notice on the District's website. The District intends to reject all offers if a minimum bid of \$65 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.** Respondent or its authorized representative must manually sign the attached Offer Response Form and Revenue Offer Schedule Form where indicated, in non-erasable ink in the spaces provided. All corrections made to the offer by the Respondent must be initialed. All offers must be submitted complete. Any incomplete offers may be deemed by the District as non-responsive.
- g. **RESPONDENT QUALIFICATIONS AND REFERENCES FORM.** The Respondent must provide sufficient information on this form, and any documents submitted therewith, for the District to verify the minimum qualifications outlined in Paragraph 7 above are met. An offer submitted with an incomplete Qualifications and References Form, or where the District is unable to verify the information provided therein via references or other means, may result in the District deeming the offer as non-responsive.

- 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 is deemed to have agreed to all the terms and conditions of this ITO, including the terms and conditions in the Cattle Grazing 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 July 16, 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 both the District and successful Respondent (Lessee) execute 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 10-year lease revenue.

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.

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 and in accordance with Section 5 of the District's Statement of Agency Organization and Operation. No additional time will be added for mailing. **No filings will be accepted by facsimile transmission.** 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 3095 acres located in Volusia County. The lease property consists of approximately 1800 acres of floodplain marsh with the remainder a mix of floodplain swamps and mixed woodlands. Only a very small area of improved pasture exists along Reed Ellis Road. The actual grazable area varies tremendously from season to season and from year to year based on water level conditions. It is not uncommon for large percentage of the property to be seasonally inundated. (See map attached to Exhibit “A”). The Property will be leased for cattle grazing (cow-calf) purposes only.
2. **STOCKING RATE.** The maximum stocking rate for the Property is 100 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 perimeter of the Property is currently fenced, except areas that have river/lake frontage. Should Lessee wish to construct additional perimeter, or 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 shall 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. 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. Lessee is responsible for all repairs and maintenance of the fence during the term of the Lease, except the electric fence along SR415 which is an FDOT maintained electric fence. There is a small population of federally endangered Rugel’s Pawpaw growing on approximately .25 acre of the Property that has been fenced off to keep cattle out of the area. This fence shall be maintained by Lessee and cattle are not authorized in this area at any time.

6. **CATTLE PENS.** There are cattle pens on the Property. If additional 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.** This property has extensive river and lake frontage. Also, on-site ponds and swamps hold water seasonally. This area is generally wet. It is not uncommon to need to move animals offsite during high water conditions. High water conditions can persist for months at a time. There are no wells on this site. 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 no power line available on the Property. Lessee is solely responsible for contacting utility providers, and for any costs of connection and services for any needed electric, sewage, or other utilities. Lessee must obtain all necessary permits and authorizations needed including prior written approval from the District Land Manager before construction of any new utility connections.
9. **EXOTIC PLANT MANAGEMENT.** Lessee shall be required to control Tropical Soda Apple within the lease area. Lessee shall also control all exotic plants spread from hay feeding operations and cattle shall be quarantined in an area approved by the District's Land Manager, known to be free of TSA, for seven days before being released on the entire leased area.
10. **NATURAL HABITAT MANAGEMENT.** The District Land Manager may authorize, in his sole discretion, a credit to Lessee 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 four gates located on either SR415 or Reed Ellis Road. Two gates located on SR415 provide access to the marsh. One gate on SR415 provides access to the cow pen area. The gate on Reed Ellis Road provides access to the upland area. Both Lessee and District personnel must have keys or combination(s) to the locked gates. During periods of extremely wet conditions, the use of ATVs and/or airboats may be authorized on a temporary basis by letter. Lessee should request this from the Land Manager when conditions dictate necessity.

12. **PUBLIC USE.** The Property is currently open for, and shall remain open for, public recreational use, including, but not limited to, hunting, hiking, wildlife viewing, bicycling, horseback riding, camping and fishing. The Property is heavily used during hunting season. 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 Property. The entire Property is within the Lake Monroe Wildlife Management Area (WMA). Hunt seasons/dates on this WMA are available at: <http://myfwc.com/hunting/wma-brochures/ne/lake-monroe/>.
13. **FEES.** A \$5,000 lease deposit is due within seven days of full execution of the lease. Half of the annual lease fee (Fee) (minus the deposit paid) will be due upon commencement of the Lease. All future payments will be due on each semi-anniversary date (183 days after the anniversary date) and each anniversary date thereafter. The anniversary date shall be the date of commencement of the Lease. If the Lessee does not exercise commencement of the lease within the 90-day period after existing lessee vacates the Property, the Lessee will be deemed to be in default, and the District is authorized to retain the deposit, and thereafter 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 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. In the event the District terminates this Lease by notice pursuant to paragraph 13(b) 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 Lease 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 Agreement, 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: (if business entity, provide full legal name)

Mailing Address

Telephone Number Fax Number Email Address

Respondent Authorized Signature Date Print Name and Title

Operational Manager for this Site, if different from Respondent 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 operation(s) totaling 300 acres or greater and 100 animal units or greater, by either Respondent, or Respondent's proposed Operational Manager for this Property. The Respondent must provide documentation showing 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 100 animal units and 300 acres managed, for the length of time needed to meet the minimum 3-year requirement. To meet the minimum 3-year requirement, Respondent, or Respondent's proposed Operational Manager may combine qualifying management experience on grazing operations smaller than 100 animal units and 300 managed acres as long as they are managed during the same time period.

REFERENCES BELOW ARE FOR **RESPONDENT/OPERATIONAL MANAGER** (CIRCLE CORRECT INDIVIDUAL BEING REFERENCED): Qualifying individual must provide a minimum of three references who can verify qualifications and past performance record for each lease/cattle operation referenced. **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 Name/Business Name:

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Cattle Grazing Operation – Owned or Leased

 Begin date of Employment/Lease: _____

 End date of Employment/Lease: _____

 # of Cattle personally responsible for management of _____

 # of Acres personally responsible for management of _____

Other:

2. Reference Name/Business Name:

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Cattle Grazing Operation – Owned or Leased

 Begin date of Employment/Lease: _____

 End date of Employment/Lease: _____

 # of Cattle personally responsible for management of _____

 # of Acres personally responsible for management of _____

Other:

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

3. Reference Name/Business Name:

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Cattle Grazing Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

of Cattle personally responsible for management of _____

of Acres personally responsible for management of _____

Other:

The undersigned Respondent/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 ENTITY
(This form to be included in ITO submittal)

The below entity is organized under the law of the State of _____; is authorized by law to respond to this Invitation To Submit Offer To Lease Property for use as a cattle grazing site and to perform all duties and responsibilities set forth in the Lease Agreement, and is authorized to do business in the State of Florida.

Entity Name: _____
Type of Entity (Corp, LLC, Partnership): _____
Principal Address: _____
Registration No. _____
Registered Agent & Address: _____
Name of Entity: _____

By: _____
Title: _____

(Affix Seal)

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

The full names and business or residence addresses of persons or firms interested in the foregoing ITO as principals, officers, managers, or partners of Respondent are as follows (specifically include the President, Secretary and Treasurer and offices held for a corporation/include the manager(s) or managing members for a limited liability company/include the partners for a partnership).

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

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 entities 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 Wednesday, July 25, 2018.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for the management of the Lake Monroe Conservation Area property identified in ITO #LRS1457 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 the Animal Unit (AU) Fee set forth below multiplied by 100 AUs. Any offer received based on less than 100 AUs shall be disqualified from an award. Any current or past Lessee of the District in default for violation of the entity's/individual's current or prior District lease, may be deemed disqualified and District may reject such submittal for not meeting minimum qualifications.

To Derive Total Offer:

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

Animal Units/Stocking Rate: 100 Animal Units

Total Offer for annual lease Fee (AU Fee x 100 AUs) = \$ _____

Total Offer for annual lease fee in words:

_____ Dollars

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

RESPONDENT NAME: (Individual or Business Entity Name)

Mailing Address

Telephone Number Fax Number Email Address

Authorized Signature Date Print Name and Title

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 Volusia County, Florida, known as the Lake Monroe Conservation Area, and Lessee desires to lease a portion thereof, consisting of approximately 3095± 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 Lake Monroe Conservation Area.

Section 373.093, Florida Statutes, provides that the Property may be leased as long as the lease is consistent with the purposes for which the land was acquired. The District has implemented a Land Management Plan for the Property, which includes using cattle grazing as an on-site 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. The Lessee shall access the lease Property from any one of four gates located on either SR415 or Reed Ellis Road. Two gates located on SR415 provide access to the marsh. One gate on SR415 provides access to the cow pen area. The gate on Reed Ellis Road provides access to the upland area. Both Lessee and District personnel must have keys or combination(s) to the locked gates 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 _____, 2018 (Commencement Date), and expiring _____, 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 100 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 Office of Financial Services at the District's address set forth in Paragraph 12 herein.
- (b) A \$5,000 lease deposit is due within seven days of full execution of the lease. Half of the annual lease fee (minus the deposit paid) will be due upon commencement of the lease. All future payments will be due on each semi-anniversary date (183 days after the anniversary date) and each anniversary date thereafter. If the Lessee does not exercise commencement of the lease within the required 90-day period following vacancy, the Lessee will be in default, and the District is authorized to retain the deposit, and lease the Property to another rancher.
- (c) The monthly Fee for any holdover months for the purposes of removing cattle and other property after the expiration or termination of the Lease, shall be calculated as one twelfth of the annual 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.
- (d) 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 Land Manager, Graham Williams, 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.
- (e) Stocking Rate. An animal unit is one bull or one 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 receipt of 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, access and rights-of-way on, over, across and through 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 access and rights-of-way on both the Property shall be discussed with Lessee; provided that the District shall make the final decision regarding the exact location and uses of such access and rights-of-way.

5. Cattle.

- (a) Number of Animal Units. At no time shall the number of cattle exceed the maximum animal units set forth herein unless Lessee obtains prior written approval of the District.
- (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.
 - (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 shall 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 shall 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 shall:
 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. obtain approval from District's Land Manager prior to all fertilizer and pesticide applications;
 5. obtain prior approval from District's Land Manager to add phosphorous if IFAS soil analysis indicates this is needed; and
 6. not locate supplemental feeding or water troughs near known and visibly apparent active gopher tortoise and other imperiled species burrows.
 - (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. The Property is currently open for, and shall remain open for, public recreational use, including, but not limited to, hunting, hiking, wildlife viewing, bicycling, horseback riding, camping and fishing. The Property is heavily used during hunting season. 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 Property. The entire lease Property is within the Lake Monroe Wildlife Management Area (WMA). Hunt seasons/dates on this WMA are available at: <http://myfwc.com/hunting/wma-brochures/ne/lake-monroe/>.
- (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 the District’s Land Manager. 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. This property has extensive river and lake frontage. Also, on-site ponds and swamps hold water seasonally. This area is generally wet. It is not uncommon to need to move animals offsite during high water conditions. High water conditions can persist for months at a time. There are no wells on this site. 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. There is no power line available on this property. Lessee, at its sole expense, may bring or cause to be brought to the Property adequate utility connections necessary for Lessee’s uses hereunder, including water, electrical power, telephone and communication services, storm sewerage, and sewerage, subject to the utilities’ customary rules regarding the delivery of such

services through their own conduits or pipes or 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 sole expense.
1. Perimeter Fences. Perimeter fences that must be repaired or replaced shall be constructed in the same manner as new fences, with four (4) or five (5) strands of barbed wire. All such improvements on the Property shall immediately become the District's property and shall remain District property upon termination or expiration of this Lease.
 2. New Internal Fences. New interior fences shall be constructed of four or five strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing shall 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. 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. There is a small population of federally endangered Rugel's Pawpaw growing on approximately .25 acre, that has been fenced off to keep cattle out of the area. This fence shall be maintained by Lessee and cattle are not authorized in this area at any time.
 4. Working Pens. Lessee may use any cattle or working pens on the Property. If Lessee requires additional pens, Lessee shall 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 shall be placed on or made to the Property without prior written consent of the District's Land Manager. No structures shall be placed on land that has been determined to be sovereign submerged land without prior written authorization from the State of Florida.

- (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. Lessee shall remove all personal property from the Property upon expiration or termination of this Lease as provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by the District as its property or the District may dispose of it as the District sees 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 Land Manager and proper authorities. Lessee shall, to the best of its ability, assist in the protecting the Property against trespassers, poachers, and vandals. Lessee shall immediately notify the District's Land Manager 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 Land Manager or such other person as may be 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 and coyotes, with prior written authorization of the District. Such hunting shall be allowed in accordance with the terms and conditions set forth in Exhibit "B" of this Lease, attached hereto and incorporated herein by reference.
- (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 shall be solely responsible for the conduct and control of all activities by Lessee, its employees, licensees, and invitees, on the Property. Lessee shall be responsible for ensuring the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. 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 shall be 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 the death or personal injury of Lessee, and/or Lessee's licensees, invitees, employees, agents, contractors, or

other third persons 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, and/or Lessee's licensees, invitees, employees, agents, contractors, or other third persons, arising from the use and occupancy of the Property by Lessee, and/or Lessee's licensees, invitees, employees, agents, contractors, 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 may enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

8. Insurance.

- (a) Lessee shall at all times maintain a Comprehensive General Liability Coverage afforded under a Commercial General Liability policy with limits not less than:
- \$1,000,000 each occurrence Bodily Injury, Property Damage and Personal and Advertising Injury
 - \$1,000,000 each occurrence for Products and Completed Operations

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

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

- (b) Lessee must at all times maintain automobile insurance meeting minimum Florida statutory requirements for each vehicle used on the Property.
- (c) Insurance coverage must be placed with insurers having an A.M. Best rating of A-V or greater. At least ten days prior to the expiration of any required coverage, a certificate showing that such coverage has been renewed shall be filed with 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 shall pay all lawful debts incurred by Lessee with respect to the Property and any improvements thereon authorized by Lessee. Lessee must satisfy all liens of contractors, sub-contractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration and repair of or on the Property. Lessee shall not create any mortgages or other encumbrances, including easements, on the Property, or liens for labor or material on or against the Property. All persons contracting with Lessee for financial assistance or any construction or other activity on the Property shall be notified by Lessee that they must look 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 shall 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, Office of Real Estate Services
Phone: (386) 329-4335
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) any crime committed by Lessee on or adjacent to the Property; or (iv) Lessee's default under this Lease. Prior to termination for cause of this Lease, 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 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 to the District.
- (d) Default; Remedies. Lessee shall be in default for violation of any provision of this Lease, including, but not limited to: (i) failure to pay rent when due; (ii) assigning or attempting to assign this Lease without 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: (i) 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; (ii) institute an action of damages against

Lessee; (iii) obtain injunctive relief to enjoin Lessee's violations of the Lease; (iv) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to the District; (v) 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 to the District.

- (e) Removal of Personal Property. Upon Lease termination as provided in sub-paragraphs 13 (a), (c), or (d), Lessee shall have up to 30 days, or one holdover month in which to remove all of Lessee's personal property and equipment. The Lessee will be required to pay a holdover fee for the 30-day period in accordance with paragraph 14(b) below as Lessee's possession shall be considered a "tenancy at sufferance."

Upon termination of the Lease as provided in paragraph 13(b), Lessee shall have 30 days, following the District's six months written termination notice, in which to remove personal property and equipment. The District waives its right to payment of a holdover rent Fee in accordance with paragraph 3(c) during those 30 days.

Upon normal expiration of the term of the Lease, if Lessee holds over for the purposes of removing its cattle and other property, Lessee shall have up to 30 days, or one holdover month in which to remove all of Lessee's personal property and equipment from the Property and rent shall be due in accordance with paragraph 3(c) herein.

Under any of the above scenarios, any personal property and equipment of Lessee not removed shall at the end of the applicable period, become the property of District and at District's sole discretion may be removed, relocated, abandoned or disposed of without liability to the District.

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

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.

Non-Waiver of Sovereign Immunity. No provision of this Lease or in any instruments executed pursuant to this Lease shall be construed as a waiver or attempted waiver by the District of its sovereign immunity under the constitution and laws of the State of Florida or the provisions of section 768.28, Florida Statutes, as it now or hereafter exists.

18. Assignment. The rights and obligations created by this Lease are binding upon the parties, and their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part, without 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.

19. Governing Law; Attorney's Fees; Waiver of Jury Trial. This Lease shall be construed and interpreted according to the laws of the State of Florida and shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Lease: (1) each party shall bear its own attorneys' fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

20. 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.

21. 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."

22. 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.

23. Effective Date. For all purposes of this Lease Agreement, the Effective Date hereof shall mean the date when the last of the Lessee or District has executed the same, and that date shall be inserted in the introductory paragraph on the first page hereof.

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

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes

By: _____
Ann B. Shortelle, Ph.D., Executive Director

Attest:

By: _____
William Abrams, General Counsel, SJRWMD

Approved as to form and legality; SJRWMD

By: _____
Kris Davis, Assistant General Counsel
For use and reliance only by
St. Johns River Water Management District

**Signed and Sealed in the
Presence of:**

LESSEE:

Witnesses:

By: _____

Print name: _____

Title: _____

Print name: _____

Print name: _____

EXHIBIT “A” – MAP



Author: Source: X:\LandMgmt\GISUsers\LMRegions\North\IGWilliamsLake_Monroe\Lake_Monroe_Kratzert.mxd, Time: 6/4/2018 12:44:35 PM

Cattle Lease Area in map is “the Property” as defined in the Lease Agreement.

EXHIBIT "B"

SPECIAL CONDITIONS OF USE NUISANCE FERAL HOG AND COYOTE REMOVAL

Exhibit "B" Special Conditions relate only to hog and coyote 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 or coyote hunting is conducted 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 or coyotes shall be removed from the Property.
2. Trapping and killing of hogs and coyotes shall be limited to the use of live traps and firearms.
3. Hunting with dogs is prohibited. Dogs on leashes may be used for trailing wounded game.
4. Lessee may have up to six assigned agents to remove feral hogs and coyotes. Only the Lessee and four agents are to be on the Property at any given time.
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 and coyote 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 and coyotes is prohibited.
8. A monthly report is to be submitted to Pete Henn, at 4049 Reid St., Palatka, Florida 32177 or phenn@sjrwmd.com, or (Office), (321)984-4942, is due the first week of each month for the previous month's harvest. The continuation of the right to remove feral hogs and coyotes is dependent upon receipt of these reports.
9. Lessee and agents shall be required to have a "Nuisance Hog and Coyote 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 members and selected agents. Infractions committed by any family member or agents may result in termination of the right to remove feral hogs and coyotes.

10. 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 shall be removed from the Property.
11. 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. Gun and light permits are available at District Land Manager's discretion.
12. 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.
13. This license for the removal of feral hogs and coyotes 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 and coyotes will not affect the remainder of the Lease Agreement, which shall remain subject to termination pursuant to the terms of the Lease.
14. 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 Pete Henn, the District's Land Management Program Manager, and Graham Williams, the District's Land Manager for the Lease Property, 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 or coyote removal. During periods of extremely wet conditions, the use of ATVs and/or airboats may be authorized on a temporary basis by letter. Lessee should request this from the Land Manager when conditions dictate necessity.