

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 INVITATION TO SUBMIT OFFER (ITO) #LRS 1545 TO LEASE PROPERTY
 ORANGE CREEK SOUTH RESTORATION AREA,
 MARION COUNTY, FLORIDA

The Governing Board of the St. Johns River Water Management District (“District”) requests offers from qualified Respondents for a cattle grazing lease. The area to be leased is approximately 425 acres of the Orange Creek South Restoration Area, in Marion County, Florida, SJRWMD parcel no. LA1996-103-P1 (the Property). Please review the requirements and specifications. District will authorize a maximum of 28 animal units grazing the Property. The lease term is for 10 years.

Interested parties must respond to the solicitation below by 2 p.m. Tuesday, August 6, 2019. ITO packages may be obtained from the District’s website at <https://www.sjrwmd.com/lands/cattlelease/> or by calling Diana Bankhardt, at (386) 329-4557.

PROPOSED SCHEDULE

June 13, 2019	Advertisement/Release of Invitation to Offer
July 16, 2019	Mandatory Inspection of Property at 11 a.m. Meet at the main entrance at 5225 E Highway 318, Citra, FL 32113.
July 23, 2019	Additional questions and interpretations following the Mandatory Site Inspection are due to District Project Manager in writing on or before this date. Emails accepted at dbankhardt@sjrwmd.com .
July 30, 2019	District’s Project Manager will publish an Addendum, if needed.
August 6, 2019	Responses Due to Invitation to Offer at 2:00 p.m. Opening of offers will occur at this time. *
August 7, 2019	Notice of Intended Decision (see District website)
September 10, 2019	Request for Governing Board authorization of lease. *

*Denotes a public meeting.

MANDATORY SITE VISIT

The Property is leased as is. By providing an offer, Respondent 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 16, 2019, District will conduct a MANDATORY site visit starting at 11:00 a.m. Eastern Standard 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: 3.1 miles east of Citra on Highway 318, Citra, Florida. See Exhibit “A” Cattle Grazing Lease – Pasture Map. The property is 2-wheel drive accessible. Attendees can carpool/caravan to view the Property. Anyone having difficulty locating the meeting site can contact Christopher Kinslow at (352) 514-5818 for directions.

OPENING OF OFFERS

August 6, 2019 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 Diana Bankhardt, 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:

Diana Bankhardt, Real Property Specialist/Project Manager
4049 Reid Street, Palatka, FL 32177
Phone: (386) 329-4557
E-mail: dbankhardt@sjrwmd.com
Real Estate Services Program

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 1545
ATTN: Diana Bankhardt
Real Estate Services Program
4049 Reid Street
Palatka, FL 32177

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. District's experience is that Federal Express and United Parcel Service will. **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 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. 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. District will determine the highest offer for responsive and responsible Respondent. Once that process is complete, 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 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.** Lease commencement date is anticipated to be on October 1, 2019 pending Governing Board approval on September 10, 2019.
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 Entity (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 District, any interpretation or correction must be in writing from the Project Manager. The Project Manager may orally explain District's procedures and assist Respondents in referring to any applicable provision in these documents, but Respondent is ultimately responsible for submitting the offer in the appropriate form and in accordance with District's written procedures.

All requests for written interpretations or corrections must be received by District's Project Manager by 5:00 pm on July 23, 2019, otherwise such requests shall not be considered. Requests may be submitted by e-mail at dbankhardt@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on District's website at <https://www.sjrwmd.com/lands/cattlelease/> and to all prospective Respondents (at the respective email addresses furnished for such purposes) on or before July 30, 2019.

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

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

- a. A minimum of three years-experience managing cattle grazing operation of 300 or more acres and 28 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 cattle 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 managing contracts for services to carry out the day-to-day activities of the managed operation. Respondent must provide references using Respondent Qualifications and References Form. Respondent should include documents demonstrating that Respondent or Respondent's company or Operational Manager's managing experience meets the minimum qualifications. The Form has blanks for 3 references, however, Respondent may provide additional references. Further detail is provided on 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, District may make such investigations as it deems necessary to determine the ability of Respondent to perform the Lease terms. District reserves the right to reject any offer if the evidence submitted by such Respondent and/or District's independent investigation of such Respondent fails to satisfy 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 District. 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 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 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 Respondent's firm or any of its branches.

Respondent hereby agrees that, at the time of execution of a Lease agreement with District, Respondent will not be involved in any matters which adversely affect any interest or

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

- d. **REJECTION OF ALL OFFERS.** District reserves the right to reject all offers and will give notice of cancellation of the ITO by posting a notice on District's website. District intends to reject all offers if a minimum bid of \$100.00 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. District must receive a signed written request to withdraw the offer from an authorized representative of 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 Respondent must be initialed. All offers must be submitted complete. Any incomplete offers may be deemed by District as non-responsive.
- g. **RESPONDENT QUALIFICATIONS AND REFERENCES FORM.** Respondent must provide sufficient information on this form, and any documents submitted therewith, for 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 District is unable to verify the information provided therein via references or other means, may result in District deeming the offer as non-responsive.
- h. **ASSIGNMENT OF LEASE.** No offer, after acceptance by District, shall be assigned by 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 23, 2019. 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. District will not agree to a provision that obligates 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 District. No lease shall be formed as a result of this ITO until both 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 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 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 District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with 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 District Clerk at District Headquarters in Palatka, Florida within the prescribed time periods and in accordance with Section 5 of 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 Respondent in preparing its offer.

1. **DESCRIPTION.** The Property to be leased is approximately 425 acres located in Marion County. The pastures have been planted with longleaf pine. Bahia grass is under the pines. (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 28 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 District. An increase in the stocking rate will be effective on the next date rent is due following 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 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 north and east perimeter of the Property needs new fencing and the south and west fencing needs repair. Lessee will be given up to a maximum of 180 days for fence installation/repairs once lease commences on October 1, 2019. District will pay for up to 50% of the materials for fencing by means of in-kind credits not to exceed \$15,000 toward payment of the materials. Lessee shall be responsible for initial fence installation and repair and will not receive in-kind credits for the labor of initial installation and repair. The District will reimburse the Lessee for the other 50% of the cost of materials only if the District terminates the lease agreement for District project purposes prior to expiration of the 10-year lease period. If the Lessee does not construct the fence and moves the cattle on to the Property within the 180-day period following lease commencement, the Lessee shall be in default, and the District is authorized to retain the deposit and lease the Property to another rancher. 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 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 other than noted herein, shall be the responsibility of the Lessee. Once installed, any constructed fencing and gates shall become the property of District, unless a prior written exception is made between District and Lessee. Lessee is responsible for all repairs and maintenance of the fence during the term of the Lease.
6. **CATTLE PENS.** There are no cattle pens on the Property. If Lessee desires cattle pens, 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 District Land Manager before construction of any new permanent cattle pens. Once installed, any permanent constructed cattle pens will become the property of District, unless a prior written exception is made between District and Lessee. Portable pens will remain the property of the Lessee.
7. **WATER.** There are seasonal ponds on the Property. 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 District Land Manager before construction of any new water sources.
 8. **UTILITIES.** Power 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 District Land Manager before construction of any new utility connections.
 9. **EXOTIC PLANT MANAGEMENT.** Lessee shall be required to control Tropical Soda Apple (TSA) within the lease area. Lessee shall also control all exotic plants spread from hay feeding operations and cattle shall be quarantined in an area approved by District's Land Manager, known to be free of TSA, for seven days before being released on the entire leased area. Brush and Herbaceous Weed management shall be required in accordance with the Grazing Management Plan.
 10. **NATURAL HABITAT MANAGEMENT.** District's Land Manager may authorize, in his sole discretion, a credit to Lessee for the costs of habitat management activities performed by Lessee. Credit is not anticipated to be sufficient to cover lease fees. No in-kind services may be performed without obtaining prior written approval from District's Land Manager.
 11. **PROPERTY ACCESS.** The Lessee shall access the Property from 5225 E Highway 318, Citra, Florida 32113. 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 prior written approval from District's Land Manager.
 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, and fishing. Lessee must at all times be courteous to the general public and shall comply with District's public use rules in Chapter 40C-9, Florida Administrative Code.
 13. **FEES.** A \$1,000 lease deposit is due within seven days of full execution of the lease. The annual lease fee (Fee) (minus the deposit paid) will be due upon completion of the fence and approval of in-kind credits for fencing materials. All future payments will be due on each anniversary date of lease commencement.

14. **IN-KIND SERVICES.** At 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 District's Land Manager before implementation. No credit will be approved for work that is customarily associated with cattle grazing operations. Credits for initial fencing installation and repair shall be credited within 30 days following the Land Manager's review and approval. Credit for the 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 District terminates this Lease by notice pursuant to paragraph 13(b) of the Lease Agreement, 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 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 District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of 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 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 cattle grazing operation(s) totaling 300 acres or greater and 28 animal units or greater, by either Respondent, or Respondent's proposed Operational Manager for this Property. Respondent must provide documentation demonstrating their company's or Operational Manager's managing experience. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of a cattle 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 managing contracts for services to carry out the day-to-day activities of the cattle 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 28 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 the operations 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 within 3 years of commencement of the lease, the Lessee will be required to provide an Operational Manager acceptable 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 District's interpretation of the Lessee's performance, substitute this management experience 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 laws of the State of _____; is authorized by law to respond to this Invitation to Submit Offer to Lease Property for use as cattle grazing site and to perform all duties and responsibilities set forth in the Lease Agreement and is authorized to do business in the State of Florida.

Entity Name: _____

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

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 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 Tuesday, August 6, 2019.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for the lease management of the Orange Creek South Restoration Area property identified in ITO# LRS 1545 for cattle grazing operation, subject to the terms and conditions of the Lease Agreement, the undersigned proposes to enter into the Lease Agreement and pay District the following lease fee:

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 28 AUs. Any offer received based on less than 28 AUs shall be disqualified from an award. Any current or past Lessee of District in default for violation of the entity's/individual's current or prior District lease, may be deemed disqualified and District may reject such submittal for not meeting minimum qualifications.

To Derive Total Offer:

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

Animal Units/Stocking Rate: 28 Animal Units

Total Offer for annual lease Fee (AU Fee x 28 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 _____ 2019, by and between the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 or 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.

District is the owner of certain real property located in Marion County, Florida, known as the Orange Creek South Restoration Area, and Lessee desires to lease a portion thereof, consisting of approximately 425 acres, as more particularly depicted on Exhibit "A", attached hereto and made a part hereof (the "Property"), for conducting cattle grazing operation. Notwithstanding any description or depiction to the contrary, any sovereign submerged lands are specifically excluded from the Property and this Lease.

District acquired the Property for the purposes of water management, water supply and the conservation and protection of water resources in District's Orange Creek South Restoration 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. 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, District grants to Lessee and Lessee accepts from 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 the gate at 5225 E Highway 318, Citra, Florida 32113. Both Lessee and District personnel must have keys or combination(s) to the locked gate. 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 October 1, 2019 (Commencement Date), and expiring September 30, 2029, unless earlier terminated pursuant to other provisions of this Lease.
3. Lease Fee.
 - (a) Lessee shall pay District an annual lease Fee (the "Fee") in the amount of _____ Dollars (\$_____), based on a maximum of 28 animal units at a rate of _____ Dollars (\$_____) per animal unit per year. All payments shall be made payable to District by check, money order, or electronic deposit, and, if paid by check or money order, mailed or hand delivered to the Office of Financial Services at District's address set forth in Paragraph 12 herein.

- (b) A \$1,000 lease deposit is due within seven days of full execution of the lease. The annual lease fee (minus the deposit paid) will be due upon completion of the fence and approval of in-kind credits for fencing materials. All future payments will be due on each anniversary date of lease commencement.
 - (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) 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 District's Land Manager, Christopher Kinslow, 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 annual 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 District terminates this Lease by notice pursuant to paragraph 13(b) 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 District's written approval. The stocking rate may be reduced by 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 District. In addition, District specifically reserves the rights set forth below. In exercising these rights, District is responsible for the negligent acts of its officers and employees in the event such acts result in injury or damage to persons or property.
- (a) District may use the Property for water management purposes, as District in its sole discretion determines are necessary, provided that such use shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
 - (b) District may, at its discretion and expense, treat invasive species on or near the Property. If such treatment is listed as potentially harmful for livestock, District will notify Lessee of the treatment to be used not less than 30 days before application. Lessee waives any claims of harm or damages related to invasive species treatment.
 - (c) District, its officers, agents, consultants and employees, upon reasonable notice to Lessee, may enter the Property for the purpose of scientific investigation, surveying, the taking of soil borings, or such other uses as may be determined by District, so long as such entry and use does not unreasonably interfere with Lessee's authorized use of the Property. Such persons shall promptly

close and lock any gates through which they pass. Boring holes shall be promptly filled and packed to the surrounding earth level.

- (d) District, its officers, agents or employees, may at any reasonable time and without prior notice to Lessee, inspect the Property for the purpose of examining the condition and use thereof and otherwise determining Lessee's compliance with this Lease.
- (e) District reserves the right to approve or disapprove all proposed burning, chopping, disking, or other physical alterations to the Property.
- (f) District may grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges to others over, under, through or across the Property, provided that such grant shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
- (g) The Property is part of a larger conservation area acquired by District. District reserves for its use and occupancy during the term of this Lease, access and rights-of-way on, over, across and through the Property in order to access District's remaining lands; provided, however, that such access shall not damage or disrupt Lessee's authorized use of the Property. The location of such access and rights-of-way on both the Property shall be discussed with Lessee; provided that District shall make the final decision regarding the exact location and uses of such access and rights-of-way.

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 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 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 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 District's Land Manager, prior to releasing them on the Property and shall ensure that the cattle are free from tropical soda apple to District's satisfaction. District retains the right to treat other invasive species at District expense as deemed necessary by District staff. Lessee shall not impede District's efforts to control invasive species on the Property. If such treatment will be

potentially harmful to the livestock, District will notify Lessee of the treatment to be used not less than 30 days before application.

(g) Best Management Practices. Lessee shall:

1. Follow the NRCS Grazing Management Plan for this parcel, provided as Exhibit "B";
2. sign a Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations Form within 90 days of entering into this agreement;
3. use the BMPs for cattle grazing operations as published by the Florida Department of Agriculture and Consumer Services (FDACS);
4. (http://freshfromflorida.s3.amazonaws.com/Bmp_FloridaCowCalf2008.pdf);
5. obtain approval from District's Land Manager prior to all fertilizer and pesticide applications;
6. obtain prior approval from District's Land Manager to add phosphorous if IFAS soil analysis indicates this is needed; and
7. 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, and fishing. Lessee must at all times be courteous to the general public and shall comply with District's public use rules in Chapter 40C-9, Florida Administrative Code. Much of the property is considered sovereign land and can be hunted per statewide regulations. A posted conservation line marks the limits of the area open to hunting on sovereign land.

(b) Agricultural Chemicals. Lessee may not apply agricultural chemicals including herbicides or pesticides on the Property without prior written approval from District's Land Manager. Any approved application of chemicals must comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by the Florida Department of Agriculture and Consumer Services (FDACS); and any other conditions of 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 District. District may grant or refuse permission for a prescribed burn in its sole discretion. District retains the right to conduct prescribed burns at District expense as deemed necessary by District's Land Manager. Lessee shall not impede District's efforts to conduct burns on the Property. District will provide at least 24-hour notice to

Lessee of any prescribed burn on the Property to allow Lessee time to move the cattle to a portion of the Property outside of the burn zone.

- (d) Water Availability. There are seasonal ponds on this Property. 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 District. Any new wells established by Lessee shall, upon the expiration or termination of the Lease and at District's discretion, either be properly capped and abandoned by Lessee at its sole expense or immediately become District Property.
- (e) Utilities. There is power available on this property. Lessee, at its sole expense, may bring or cause to be brought to the Property adequate utility connections necessary for Lessee's uses hereunder, including water, electrical power, telephone and communication services, storm sewerage, and sewerage, subject to the utilities' customary rules regarding the delivery of such services through their own conduits or pipes or District's conduits or pipes. District shall grant such utilities rights of access necessary for the authorized uses hereunder that do not materially impair District's present and future uses of the Property. Lessee is responsible for all hook-up and connection fees, utility service bills, and application for all permits associated with the operation of any pumps and equipment installed by District or Lessee for the purpose of Lessee's authorized activities. Drains or other facilities provided by Lessee for disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.
- (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. The north and east perimeter of the Property needs new fencing and the south and west fencing needs repair. Lessee will be given up to a maximum of 180 days for fence installation/repairs once lease commences on October 1, 2019. District will pay for up to 50% of the materials for fencing by means of in-kind credits not to exceed \$15,000 toward payment of the materials. Lessee shall be responsible for initial installation and repair and will not receive in-kind credits for the labor of initial installation and repair. The District will reimburse the Lessee for the other 50% of the cost of materials only if the District terminates the lease agreement for District project purposes prior to expiration of the 10-year lease period. If the Lessee does not construct the fence and move the cattle on to the Property within the 180-day period following the lease commencement, the Lessee shall be in default, and the District is authorized to retain the deposit and lease the Property to another rancher. Perimeter fences that must be repaired or replaced shall be constructed in the same manner as new fences, with four (4) or five (5) strands of barbed wire, or of hog wire. All such improvements on the Property shall immediately become District's property and shall remain District property upon termination or expiration of this Lease.

2. 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 District. If Lessee wishes to install any additional fences, gates, pastures or cow pens, Lessee must obtain prior written approval from 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 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 cattle or working pens on the Property, if any. If Lessee requires additional pens, Lessee shall use portable pens or construct additional pens with written approval from the District's Land Manager. Lessee is solely responsible for expenses incurred for use or construction of cattle pens. Any pens constructed on the property become the property of District at the termination of the lease.
- (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 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 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 District as its property or District may dispose of it as 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 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 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 District's Land Manager or such other person as may be designated by District in writing.
- (k) Private Hunting. No private hunting is allowed on the Property.
- (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. 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 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) District has not determined and makes no representations that the Property is suitable for the purposes set forth herein. Under no circumstance shall District be liable to Lessee, its 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 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, District shall provide Lessee prompt written notice thereof and Lessee shall be solely responsible for the defense thereof.
- (c) Lessee hereby waives any claim against District for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Lease or any part hereof and resulting in a judgment or decree declaring this Lease null and void, in whole or in part, or delaying the same from being carried out. In such event, the parties may enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

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

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 District, its officers, employees, agents and invitees.

The Lessee's general liability insurance shall include: (1) endorsement that waives any right of subrogation against District; and (2) endorsement to give District not less than thirty (30) days-notice

in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements and provided to District prior to this Lease becoming effective.

- (b) Lessee must 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 District. If coverage is canceled or reduced, Lessee shall, within 30 days after receipt of notice thereof, file with District a certificate showing that such coverage has been reinstated or provided through another insurance company. If Lessee at any time fails to obtain required insurance coverage, District may obtain such coverage and Lessee shall reimburse District for the cost thereof, plus 10% for administrative overhead.

- 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. District will cooperate with Lessee in any such contest when District determines, in its sole judgment and discretion, that Lessee is being incorrectly assessed for any taxes. District will provide the Lessee with copies of any assessments or other tax notices, so that the Lessee can file any notice of contest and pay for any tax payable by it in a timely manner.
- 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, Real Estate Services Program
Phone: (386) 312-2362
E-mail: RBuch@sjrwmd.com

Lessee: ____

Phone: ____
Cell: ____
E-mail: ____

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

- (a) Termination by District for Cause. District may terminate this Lease for any of the following reasons: (i) any fraud or misrepresentation by the Lessee regarding the Lease; (ii) any unauthorized use of or entry on to the Property by the Lessee; (iii) any crime committed by Lessee on or adjacent to the Property; or (iv) Lessee's default under this Lease. Prior to termination for cause of this Lease, District shall provide Lessee not less than 30 days written Notice of Termination, specifying the nature of the default and the date of termination. If Lessee has not cured the default within the time stated, District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited.
- (b) Termination by District for Land Management or Water Management Purposes. District may terminate this Lease at any time for publicly noticed land management or water management projects by providing at least six months prior written notice to Lessee. District shall have no liability for any loss resulting from the termination including, but not limited to, lost profits and consequential damages. In the event of termination pursuant to this paragraph, District shall return to the Lessee a pro-rata refund of any pre-paid 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 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 District.
- (d) Default; Remedies. Lessee shall be in default for violation of any provision of this Lease, including, but not limited to: (i) failure to pay rent when due; (ii) assigning or attempting to assign this Lease without District's prior written approval; (iii) using the Property for any purpose

not expressly permitted by this Lease. If Lessee defaults, District shall be entitled to the following independent and cumulative remedies: (i) terminate this Lease and take possession of the Property in its first and former estate, and thereupon this Lease and all of District's obligations hereunder shall terminate and be null and void, without prejudice to District's right to recover from Lessee any sums due hereunder; (ii) institute an action of damages against Lessee; (iii) obtain injunctive relief to enjoin Lessee's violations of the Lease; (iv) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to District; (v) any other available remedies under Florida law. Before termination of this Lease, District shall provide Lessee not less than 30 days written Notice of Termination, specifying the nature of the default and the date of termination. If Lessee has not cured the default within the time stated, District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited to 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 District's six months written termination notice, in which to remove personal property and equipment. 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 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 District such documents of title and other instruments necessary to enable District's ownership thereof. For any operable facilities, Lessee shall deliver to District all books, records, construction plans, surveys, permits and other documents necessary or convenient for their operation. Buildings or other structures constructed by Lessee on the Property shall be removed; provided, however, that District may, in writing, direct Lessee not to remove buildings or structures that District deems to be in good condition and usable for District purposes.

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

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, District shall be immediately notified. Lessee shall be solely responsible for all costs associated with any resulting, investigation, cleanup and remediation. If necessary, contaminated ground shall be excavated and disposed of as directed by District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. Lessee shall indemnify and hold District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.
16. Hazardous Materials or Waste Contamination. Prior to the expiration or termination of this Lease, or within 60 days thereafter, District may coordinate and conduct a walkthrough of the site with Lessee to determine if there are any hazardous materials or any waste contamination on the Property. If any contamination or hazardous materials are apparent, Lessee shall have 30 days to clean up the Property or perform corrective actions to cure any contamination. If the parties disagree as to the existence of contamination or hazardous materials or, if after the Lessee has completed its cleanup or corrective actions, District is unsatisfied or reasonably suspects the continued existence of contamination or hazardous materials, District may, in its sole discretion and at Lessee's expense, perform or cause to be performed a Phase I Environmental Site Assessment ("ESA") of the Property for the purpose of ascertaining the presence of hazardous materials or waste, as defined under the environmental laws and regulations of the United States and the State of Florida ("Environmental Laws"). Lessee is entitled to approve any contractor(s) and costs prior to commencement of the ESA, which approval shall not be unreasonably withheld. District shall provide Lessee with a copy of the ESA with five days of receipt by District. If the ESA reveals an area of environmental concern that, in District's sole opinion, warrants further investigation, District may commence an appropriate Phase II ESA. Lessee is solely responsible for environmental conditions on the Property caused by, or that District reasonably believes is caused by Lessee, or Lessee's agents, invitees, employees, contractors, or other third persons as a result of Lessee's agricultural or related operations on the Property, including all costs for investigation and remediation thereof. Lessee shall cure the same in accordance with any remedial cleanup plan(s) approved by District and any governmental agencies having jurisdiction over such contamination in accordance with Environmental Laws. This provision is a contract responsibility and obligation and in no way absolves Lessee of any future legal obligations to clean up any such environmental contamination if required by Environmental Laws in existence on the date hereof, or as those laws may hereafter exist.
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 District as it now or hereafter exists under applicable laws, rules, and regulations.

18. Non-Waiver of Sovereign Immunity. No provision of this Lease or in any instruments executed pursuant to this Lease shall be construed as a waiver or attempted waiver by District of its sovereign immunity under the constitution and laws of the State of Florida or the provisions of section 768.28, Florida Statutes, as it now or hereafter exists.
19. Assignment. The rights and obligations created by this Lease are binding upon the parties, and their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part, without District's prior written consent. District's rights hereunder may be transferred in connection with a sale of the Property without Lessee's consent. However, District shall provide Lessee written notice of any such transfer.
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 attorneys' 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 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(5), Florida Statutes, District hereby notifies Lessee as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
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.
24. 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.

(INTENTIONALLY LEFT BLANK; SIGNATURES ON THE NEXT PAGE)

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

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____

Title: Chairman, Governing Board

ATTEST:

Date: _____

Title: Secretary, Governing Board

Approved as to form and legality; SJRWMD:

Kris Davis, Assistant General Counsel
Office of General Counsel

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

LESSEE:

Witnesses:

By: _____

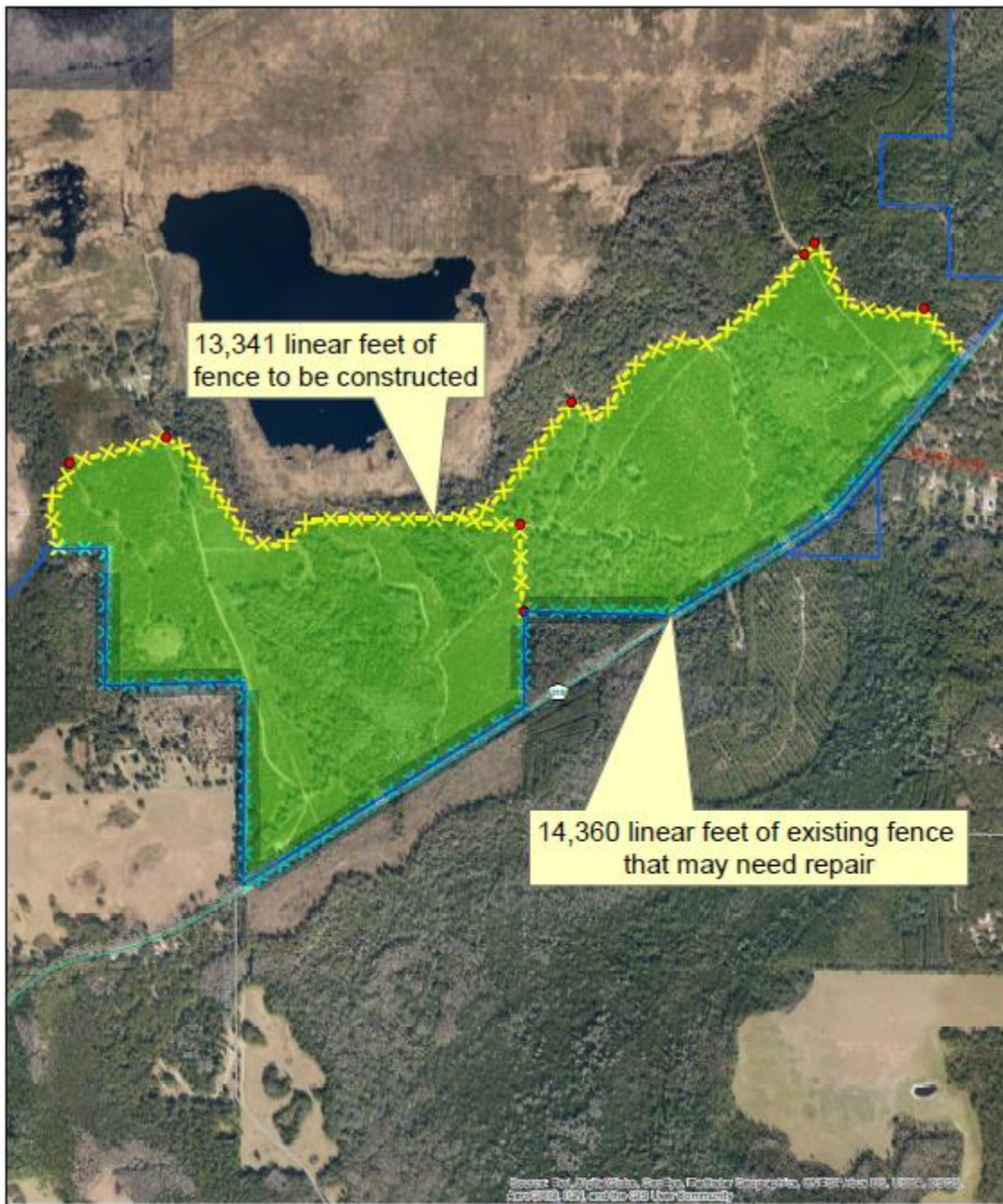
Print name: _____

Print name: _____



Title: _____

Print name: _____

EXHIBIT "A" – MAP



**Orange Creek South
Potential Cattle Lease Area**

0.10.05 0 0.1 Miles

1 = 11302

Legend

- Management Area Boundaries
- Gate needed
- X-X Fence to be Built
- X-X Existing Fence May Need Repairs
- Street
- Orange Creek South Potential Cattle Lease Area

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting St. Johns River Water Management District, Geographic Information Systems Program Management, P.O. Box 1428, 4045 Reed Street, Peabody, Florida 32178-1428. Tel: (352) 328-4170.

EXHIBIT "B"
Orange Creek South Restoration Area
Grazing Management Plan



Prepared by Greg Hendricks of USDA-NRCS (Retired)
Rangeland Management Specialist
Advanced Florida Master Naturalist
Merritt Island, Florida

X Greg Hendricks
Greg Hendricks
Range & Pasture Management Specialist
Florida Eco Enterprises, LLC

X _____
Lessee

X _____
Peter Henn
Project Manager
St. Johns River Water Management District

Table of Contents

Signature Sheet	Page 2
Table of Contents	Page 3
General Property Description	Page 4
Goals & Objectives	Page 6
Conservation Plan Map	Page 6
Soils	Page 7
Forage Suitability Groups.....	Page 7
Grazing Management & Supporting Practices	Page 8
Grazing Height Tolerances	Page 10
Animal Unit Equivalentents	Page 11
Livestock Forage Inventory	Page 11
Annual Grazing Schedule	Page 13
Conservation Practice Schedule	Page 13
Monitoring Plan	Page 13
Appendix I - Historical Aerial Photo	Page 15
Appendix II - Soils	Page 16
Appendix III - Forage Suitability Groups	Page 17
Appendix IV - Grazing Land Resources & Forest Ecological Communities.....	Page 18
Appendix V - Grazing Records	Page 19
Appendix VI - Monitoring Plan	Page 20
Appendix VII - Barbwire Fence Guidance	Page 21
Appendix VIII - Stockwater Development Alternatives	Page 23

General Property Description

The Orange Creek - South grazing lease consists of approximately 425 acres located in Marion County along its northern border with Alachua County, Florida. This property has had a long history of cattle grazing. The 1995 historical aerial photo below clearly shows the extent of former improved pasture that had been established over the years. A significant portion of this pastureland can be observed as far back as 1949 (See **Appendix I**). Also of interest is the large amount of intensive agriculture that was formerly conducted on the muck soils north of the property within the Orange Creek floodplain.

Areas identified as “Important Grazing Areas” on the Conservation Plan Map include former pasturelands where a majority of this acreage has been planted to pine forest. Bahiagrass forage is still prevalent as the dominant ground cover in these areas. Bahiagrass is a non-native forage species that is highly palatable to livestock, and one of the few introduced forage species that performs well under natural soil conditions, i.e., without fertilization or other soil amendments.





To sustain a productive forage resource it is essential that proper grazing management and other supporting practices be applied to ensure that dog fennel, ragweed, thistle, blackberry and other common weed species do not invade desirable grazing areas. Proper grazing use applied on the Orange Creek - South property will reduce excessive forage biomass, control many non-native invasive grasses and help “open-up” the planted pine areas improving timber production and wildlife habitat.



Freshwater marshes located on the property support highly productive native forages such as maidencane (*Panicum hemitomom*) and cutgrass (*Leersia hexandra*). Native forested plant communities such as Upland, Mesic, Hydric and Swamp hardwoods are not considered important sources of forage for cattle grazing. Forested communities that have attained 60% or more forest canopy provide very little forage production due to restricted sunlight reaching the “forest floor.”

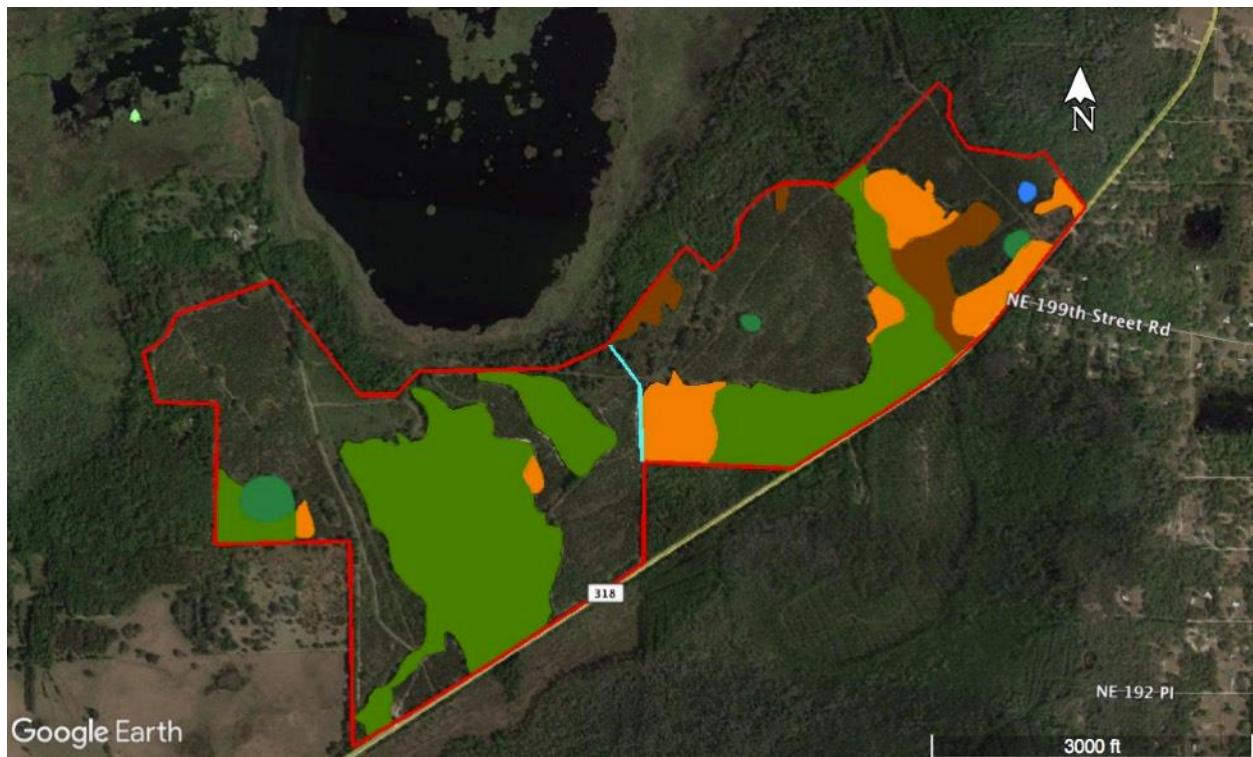


Planting pine forest at 6' X 8' spacing is typically too close to support a multiple-use grazing program. As a result of natural tree mortality, “pine needle-deserts” such as these are only found in isolated areas on Orange Creek - South. Selective pine thinning, applying prescribed burning where applicable, and introducing cattle will greatly improve forest ground cover and improve the overall wildlife habitat values within the planted pine/pasture areas.

Goals & Objectives

The objective of this grazing management plan is to provide guidance and recommendations to SJRWMD land managers and to grazing lessees on methods and techniques that will support livestock grazing as an effective land management tool on Orange Creek - South. Applying livestock grazing for the benefit of natural resource management requires having the right stock density, duration of grazing periods and length of time for pasture deferment following grazing to allow forage plants to recover from grazing events.

This grazing plan will recommend the appropriate use of existing forage resources in a manner that will meet livestock health and performance needs and achieve land management goals. The application of a rest-rotation grazing management strategy is imperative to achieve these goals. This grazing management plan recognizes former pasturelands that have been planted to silviculture as the principle forage resource on Orange Creek - South. By using recognized grazing management principles, this management plan will encourage livestock grazing as an important land management tool with judicious use of supporting practices such as interior crossfencing, stockwater development, prescribed burning and mechanical, chemical and biological brush and weed management.



To achieve the goals & objectives the following must be accomplished:

1. Maintain “cow-tight” boundary fences.
2. Install a cross-fence subdividing the area into East & West pastures.
3. Install additional livestock watering facilities.
4. Control shrubs and herbaceous weeds where needed.
5. Follow a rest-rotation grazing management strategy.
6. Maintain grazing records to assist with annual grazing plan revisions.
7. Revise the annual grazing management plan in a timely manner incorporating SJRWMD land management and lessee inputs.

Soils

Review of the county-level published soil survey for the Orange Creek - South tract is an important part of inventorying the natural resources and for making forage production predictions. The USDA - NRCS Soil Survey recognizes 8 different soil map units within the 425 acre parcel. Soils provide valuable information pertaining to present and former natural ecological communities, their ability to growth native and domestic forages and to manage for better wildlife habitat.

In **Appendix II** of this management plan is a list of the soils found on this property, their soil map symbols, soil names and native plant communities correlated with each soil. Native plant communities are divided into communities of frequent fire/fire dependent, infrequent fire/fire sub-climax communities, and those communities that experience rare or no fire/climax communities. Following this table of information is a soil map of the property.

Forage Suitability Groups

USDA - NRCS combines similar soils to assist in determining appropriate forage species and forage production yield potential for recommending stocking rates. Forage Suitability Groups can be found in Section II of the USDA - NRCS Field Office Technical Guide (FOTG).

In **Appendix III** of this management plan, FSG - “Table 1” groups soils located within the Orange Creek - South tract by soil map symbols and soil map names into their appropriate Forage Suitability Group. FSG - “Table 2” provides recommended forage species and their potential to produce forage yields and livestock carrying capacity.

“Improved” or non-native forages such as bahiagrass perform best when soil pH is maintained between 5.5 - 6.0 combined with annual applications of N:P:K fertilizer. Bahiagrass is the most adapted non-native domesticated forage species capable of sustained production under low stock density without annual fertilization. However, it should be noted that forage yields and livestock carrying capacity are only about 50% of what can be achieved when proper soil amendments are applied.

Within depressional freshwater marshes, hydric hammocks and swamps where cattle access and forest canopy openings allow forage production, maidencane and cutgrass provide a high quality and palatable native forage resource for cattle.

Grazing Management & Supporting Practices

USDA - NRCS conservation practice Prescribed Grazing - Code 528, is the application of managing the harvesting of vegetation with grazing and/or browsing animals. This practice combined with Prescribed Burning - Code 338, Firebreak - Code 394, Brush Management - Code 314, Herbaceous Weed Control - Code 315, Fence - Code 382, Integrated Pest Management - Code 595 and Watering Facility - Code 614 should be incorporated within this grazing management plan to ensure healthy livestock, sustainable forage resources and desirable wildlife habitat.

Fencing

To support rest-rotation grazing on Orange Creek - South, fencing is proposed to divide the property into East and West pasture units. See the Conservation Plan Map on page 6 of this management plan for the recommended fence location and the Livestock Forage Inventory on page 12 for the effects of establishing this cross-fence.

Additional Fence Needs:

Cross-fence to separate East and West Pastures: **1,179 Feet**

See **Appendix VII** in this management plan for USDA - NRCS constructions specifications for barbwire fencing.

Stockwater Development

The principles of this annual grazing management plan are based upon a rest-rotation grazing management strategy, where cattle are grouped within a pasture at a specific density for a specific number of days. After each pasture has completed a grazing period, the pasture must receive a period of grazing deferment or “rest from grazing” to allow forage resources to recover. To facilitate grazing management as described within this plan it is essential that a year-round supply of livestock water be available within each pasture. This can be accomplished in two ways, 1) excavate a stockwater pond or 2) install a trough and well using a submersible solar pump.

Stockwater ponds when large enough can provide suitable livestock water. The minimum size of each stockwater pond must be 1/4 acre in size and 10 feet in depth with one end sloped at 4:1 for cattle access and the remaining three sides sloped at 2:1 Using these dimensions, approximately 2,433 cubic yards of material will be required to excavate a 1/4 acre stockwater pond.

The most desirable stockwater is generated from a well and trough system. Water from a pumped source ensures high quality water is available to the livestock and minimizes livestock diseases and other pathogens. If troughs and wells are considered, use large round troughs that hold approximately 1000 gallons of water. These larger troughs provide good storage and adequate linear head-space for cattle to have access to good quality water when needed. Locate troughs on a level firm foundation at a central location in each pasture where water is needed.

Beef cattle consume 12 - 15 gallons of water each day. If solar-power pumps and wells were the only source of livestock water, it is recommended that a minimum of 5-days supply of water in storage be maintained at all times. However, when other perennial sources of water are available this will mitigate the need for a 5-day water storage. Refer to the Conservation Plan Map for recommended stockwater locations and to **Appendix VIII** in this management plan for stockwater development alternatives.



Brush Management

Native woody species such as sea myrtle (*Baccharis spp.*) have **encroachment upon former** pastureland areas where soil moisture conditions may have been too severe to support bahiagrass or planted pines. In these areas rollerchopping and/or prescribed burning may encourage desirable native forage species to return to this site and improve the livestock carrying capacity. The 5-acre area shown to the left can be found on the Conservation Plan Map,

(see

yellowlined area).

Herbaceous Weeds

Good grazing management on the planted pine/pasture areas will assist in controlling common weed species such as thistle, dog fennel, ragweed and blackberry. Due to the close single row 6' X 8' spacing of the planted pines, effective use of mowing equipment between rows is not feasible.

For future planted pine establishment, it is recommended to consider using a "wide-row spacing" technique where a 40' to 80' "space" without trees is established to separate two rows of 6' X 8' planted pines. This technique allows for the establishment of an adequate tree density while maintaining ideal pasture acreage between the planted pines. The wide-row spacing permits

better weed management by allowing enough room for mowing equipment to be used when needed between.

Prescribed Burning

Prescribed burning is used to reduce biomass accumulation, minimize wildfire threats and to mimic the natural ecological functions and benefits that fire provides to Florida's fire-dependent ecological communities. Some areas within the planted pine/pastures could benefit by applying selective burning on tracts within Orange Creek - South. Although, it is believed that much of Florida's natural landscape burned during the "lightening season", or dry spring - early summer period, fire dependent plant communities benefit regardless of the season fire is applied. Most important is controlling the impacts that livestock have on the landscape following a burn.

Whether a natural fire or a prescribed burn, it is essential that cattle grazing be deferred for a minimum of 30 days following the burn within the summer growing season. Taking an integrated approach of burning when needed and applying sound grazing management will greatly reduce the need for burning and other treatments designed to reduce woody brush and herbaceous weed species.

For a safe and effective use of prescribed burns, the services of a Florida "certified burner" that establishes acceptable air temperature, relative humidity, wind speed and direction, fuel moisture, and considers smoke management and other important parameters should be acquired before conducting any burn. Also critical is having the required resources, both human and mechanical, on-site to effectively control and manage all burning treatments.

Grazing Height Tolerances

To optimize forage production and maximize livestock forage intake from both native and domestic forages, it is critical that livestock graze no closer than to the proper stubble height or grazing tolerance. Following these guidelines will ensure rapid recovery and regrowth of forages following grazing periods, improved animal performance, sustain forage productivity and improved wildlife habitat. To accomplish this it is essential that complete control of livestock grazing be obtained by sound interior cross-fencing, gates and adequate stockwater in each pasture. The following table outlines forage species on the Orange Creek - South Tract and the height in inches to initiate grazing and the stubble height to initiate grazing deferment.

<i>Forage Species</i>	<i>Begin Grazing</i>	<i>Begin Resting</i>
Bahiagrass	6 - 8 inches	2 - 3 inches
Maidencane	24 - 26 inches	10 - 12 inches
Cutgrass	24 - 26 inches	12 - 14 inches

Managing grazing pressure in accordance to these forage use tolerances will determine the success of the livestock enterprise and the overall grazing management plan.

Animal Unit Equivalents (AUE's)

Animal Unit Equivalents are used to develop a unit of measure across multiple classes of livestock based upon the animal's body weight. AUEs assist in preparing livestock forage inventories and livestock carrying capacity based upon the ability of each pasture to produce forage. Animal unit day (AUD), animal unit month (AUM) and animal unit year (AUY) estimates the amount of forage available to sustain a 1000 pound cow with calf-at-side for 1, 30 and 365 days respectively.

Livestock Class	Average Weight (pounds)	Animal Unit Equivalent	Forage Consumed*	Forage Consumed*	Forage Consumed*
			(Pounds) AUD	(Pounds) AUM	(Pounds) AUY**
Cow w/calf	1000	1.0	26	790	9490
Dry Cow	900	0.9	24	730	8760
Bull	1500	1.5	39	1187	14,235

* Forage consumed based upon daily intake of 2.6% of livestock body weight.

** AUY assumes calf-at-side is restricted to 6 months

Livestock Forage Inventory

The livestock forage inventory estimates the current livestock carrying capacity for the Orange Creek - South Tract. In the following table each pasture is described by their forage yield potential. The primary forage producing areas include planted pine/pasture areas and isolated freshwater marshes. In columns 3, 4 and 5 are carrying capacity estimates in AUM's per acre, AUM's and total AUY's, or the number of livestock that can be supported within each pasture over a 12 months.

The overall carrying capacity estimates on Orange Creek - South are related to former improved pasture that have been planted pine/pasture based upon USDA - NRCS Forage Suitability Groups outlined in **Appendix III** and from on-site assessment. For a more detailed description of the grazing land resources and forest ecological communities located on this property refer to **Appendix IV**, "Grazing Land Resources and Forest Ecological Communities."

Introducing livestock to the Orange Creek - South property will assist in "opening-up" planted pine/pasture areas as a result of their daily foraging movements. This will result in improving the amount of sunlight reaching the forest floor and encourage greater amounts of foliar ground cover beneficial to both livestock and wildlife. Selective pine tree thinning in areas where pine needle accumulation has diminished vegetative ground cover and on areas where pines are showing signs of stunted growth should be considered as an effective land management treatment beneficial to the pine stand, forage yields and wildlife habitat.

Pasture	Acres	AUM's/Ac.	Total AUMs	Total AUYS
East Pasture (190.1 Ac.)				
Planted Pine/Pasture	104.8	2.0	210	
Upland Hardwoods	29.9	0	0	17
Mesic Hardwoods	15.2	0	0	
Hydric Hardwoods	38.3	0	0	
Swamps	0.5	0	0	
Freshwater Marsh	1.4	.8	1	
West Pasture (234.9 Ac.)				
Planted Pine/Pasture	140.1	2.0	280	
Upland Hardwoods	1.7	0	0	23
Hydric Hardwoods	89.0	0	0	
Freshwater Marsh	4.1	.8	3	
Total	425			40

Annual Grazing Plan

For effective grassland management, animal health and livestock performance it is imperative that a rest-rotation grazing system be implemented to effectively manage important forage resources. Livestock forages, both native and introduced provide the essential resources critical to the health and productivity of the livestock. The interaction of the cattle upon the landscape, i.e., grazing, trampling, trailing, controlling of invasive plant species and cycling of nutrients will contribute greatly to the health and ecological functions of the property. These benefits will contribute toward sustaining the forage resource base and support wetland, mesic and upland wildlife habitat values.

The following annual grazing schedule provides a guide to the lessee to manage livestock within the projected carrying capacity and to provide strategic rest-periods or deferments to ensure adequate recovery of grazed pastures. The annual grazing schedule below illustrates a 12 month year-long plan to support 40 animal units.

To assist the rancher and to meet land management goals and objectives, adjustments to the livestock forage inventory and this grazing management plan should be done annually based upon forage utilization monitoring and grazing records kept by the lessee. See **Appendix V** in this management plan or more information on creating grazing management records and the USDA-NRCS form developed for collecting this information.

Annual Grazing Schedule - 40 Animal Units

Pasture	Acres	AUM	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
East	190.1	211	G		G		Rotate cattle herd every 7 - 14 days to optimize forage utilization during the growing season.							
West	234.9	283		G		G								
* Supplements	X - Protein Y - Mineral H - Hay		X Y H	X Y H	X Y H	X Y H	Y H	Y	Y	Y	Y	Y	Y	Y

G = Grazing Periods

*** Recommended livestock supplements**

This annual grazing management plan is designed to minimize feeding hay supplements and relies on forages grown within the lease property. If hay supplements are required locate hay bales away from wetlands, open water, intact native plant communities or other environmentally sensitive areas. Monitor key forages on each pasture throughout the year. Adhere to grazing tolerances noted above to ensure key forage species are not over grazed. Consequences of weather, markets and other unexpected factors may cause the lessee to deviate from the grazing schedule for short periods of time. However, the overall concept of applied grazing management by providing periodic resting of pastures to promote desirable grassland health and vigor should always be part of the overall grazing management philosophy.

Conservation Practice Schedule: Location Approximate Date

Interior Cross - Fence	East from West Pasture	Fall 2018
Stockwater Development	Within East & West Pasture	Fall 2018
Invasive Species Control	All Pastures	On-Going
Pasture Weed & Brush Mgt.	All Pastures	On-Going
Prescribed Grazing	All Pastures	On-Going

Monitoring Plan

Evaluation of this annual grazing management plan should be performed in coordination with the lessee and SJRWMD land management staff. This evaluation should be conducted following the completion of the forage growing season. Pasture evaluations should focus on total animal unit days per pasture obtained, condition and trends of key forage resources, grazing use intensity and other issues pertinent to the management of livestock under this grazing plan. Observations made by the grazing lessee during the year can be extremely valuable in making timely and effective adjustments to this plan.

To assist in evaluating the effects of livestock grazing on desirable forages, important wildlife habitats and other natural resource concerns, vegetative transects such as the one shown at the right should be established in areas that reflect the intensity of forage utilization and the condition and trends of both domestic and native forages.



Annual assessments of forage plant composition, bare ground, and weedy species presence will help ascertain the overall health of the grazing land resources and over time track the trends as either improving or diminishing. Making these observations annually will provide timely feedback and help guide future decision-making concerning stocking rate adjustments, length of time spent grazing within each pasture and other potential conservation practices that may be required to achieve land management goals and objectives.

Three (3) designated monitoring sites should be established within the East and West pastures on Orange Creek - South. Using a steel T-post will provide a monument to establish repeatable line point-intercept vegetative transects. It is recommended that these monuments also be used as photo-point locations to create a picture archive to assist in monitoring the condition and trends of the pastures and to help guide future land management decision-making.

Marking these posts with red paint will improve visibility to vehicles, horseback riders, and other ORV users. If expectations are that vehicles may frequent these areas during nighttime hours it is also recommended that reflective tape be attached in horizontal bands to help reflect headlights.

See **Appendix VI** in this management plan for more details on monitoring methods and techniques.

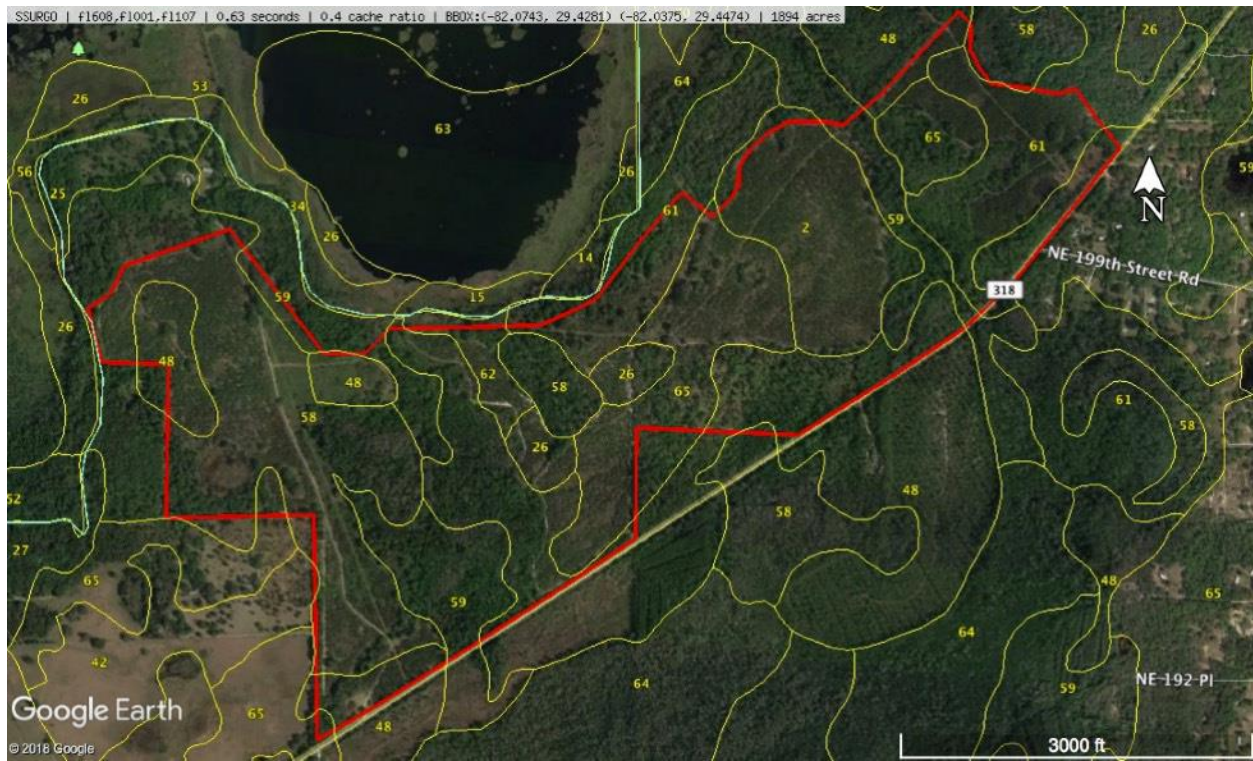
Appendix I: Historical Aerial Photo

This 1949 aerial photo illustrates the extensive amount of agriculture that existed historically within the Orange Creek floodplain. Established pasturelands can be observed on both the North and South tracts of the Orange Creek conservation areas.



Appendix II: Soils

Soil Map Symbol	Soil Map Name	Fire Dependent (Frequent Fire)	Fire Sub-Climax (Infrequent Fire)	Climax (Rare or No Fire)
2	Adamsville Sand	Mesic Flatwoods	Mixed Pine/Mesic Hardwoods	Mesic Hammock
26	Electra Sand	Mesic Flatwoods	Mixed Pine/Mesic Hardwoods	Mesic Hammock
48	Lynne Sand	Mesic Flatwoods	Mixed Pine/Mesic Hardwoods	Mesic Hammock
58	Placid Sand, depressional	Depressional Marsh	Cypress Swamp	Hardwood Swamp
59	Placid-Pompano-Pomona Complex	Wet Flatwoods	Mixed Pine/Hydric Hammock	Hydric Hammock
61	Pomona Sand	Mesic Flatwoods	Mixed Pine/Mesic Hardwoods	Mesic Hammock
62	Pompano Sand	Wet Flatwoods	Mixed Pine/Hydric Hammock	Hydric Hammock
65	Sparr Fine Sand	Upland Pine Forest	Mixed Pine/Mesic Hardwoods	Mesic Hammock



Appendix III: Forage Suitability Groups

FSG Table - 1		
Soil Map Symbol	Soil Map Name	Forage Suitability Groups G154XB__FL
2	Adamsville Sand	FSG - 131
26	Electra Sand	
65	Sparr Fine Sand	
59	Placid-Pompano-Pomona Complex	FSG - 141
61	Pomona Sand	
62	Pompano Sand	
58	Placid Sand, depressional	FSG - 145
48	Lynne Sand	FSG - 241

FSG Table - 2 Forage Suitability Groups	Forage Species	lbs/acre ¹	AUM/acre ²
FSG - 131	Bahiagrass (0# N/Ac.)	3,375	2.2
FSG - 141	Bahiagrass (0# N/Ac.)	4,500	2.9
FSG - 145	Maidencane (0# N/Ac.)	5,880	3.8
FSG - 241	Bahiagrass (0# N/Ac.)	4,875	3.1

¹ Average forage production yields

² Average carrying capacity in animal unit months (AUMs) per acre based upon 50% grazing efficiency & 2.6% body weight of daily forage intake per animal.

Appendix IV: Grazing Land Resources & Forest Ecological Communities

Planted Pine/Pasture - Bahiagrass (*Paspalum notatum*) is a non-native warm-season perennial forage grass that produces its greatest volume of forage and best quality during the wet-season summer months. Bahiagrass can be managed on Florida's sandy nutrient poor soils without fertilizer, however yields are less and weed encroachment more problematic. Periodic mowing is advisable prior to setting flower to minimize seed production from weedy species. Most of the former improved pastures on this property have had pines planted on a 6' X 8' spacing. Close tree spacing will reduce the amount of forage yield on most silvopasture areas, however, tree mortality has created a "natural thinning" in some areas allowing bahiagrass to remain productive.

Freshwater Marsh - This native herbaceous wetland plant community is present on the property, however, due to a lack of fire hydrophytic hardwood species have encroached upon these sites. The natural dominant forage species within the marshes is maidencane and cutgrass that provide excellent spring and summer forage. Along with the valuable amounts of livestock forage that can be produced within marshes, these sites provide critical habitat for a variety of species dependent upon open herbaceous wetland habitat.

Upland Hardwoods - This native upland plant community is dominated by deciduous and evergreen hardwoods that include live oak, sweet gum, pignut hickory, southern magnolia, and southern hackberry. These forest plant communities along with the following Mesic, Hydric and Swamp forests provide excellent habitat and mast production supporting a variety of important wildlife species such as wild turkey, deer and important predator species. These areas provide little to no grazing value due to their dense forest canopy.

Mesic Hardwoods - These somewhat poorly drained native upland plant communities are dominated by evergreen hardwoods that include live oak, laurel oak, southern magnolia, and often have cabbage palms within their understory. These forested communities when observed with an extensive saw palmetto shrub cover are thought to be former flatwood communities that have had its natural fire regime diminished or removed to allow hardwood species to develop by natural ecological succession.

Hydric Hardwoods - These native wetland forested communities are dominated by hardwood species such as swamp laurel oak, live oak, water oak, sweet gum, sweetbay magnolia, red cedar, cabbage palm and a variety of shrubs and ground vegetation tolerant of hydric soil conditions and occasional inundation.

Swamps - These seasonally inundated forested wetlands when not disturbed by fire, wind damage or other disturbances are typically occupied by climax forest species with little to no ground cover. The forest community is commonly dominated by cypress, red maple, bay trees, water ash and swamp dogwood. Sites that experience a rare fire are often dominated by cypress, however, as fire frequency lessens, hardwood species can become dominant.

Appendix V: Grazing Records

It is recommended that the lessee use the USDA-NRCS FL-ECS-3 form for keeping grazing records. Animal Unit Day information can be analyzed to determine if modifications are needed to make adjustment to the annual grazing plan.

U.S. Department of Agriculture FL-ECS-3
Natural Resources Conservation Service 9/2000

RANGELAND AND PASTURELAND STOCKING ASSESSMENT RECORDS

PASTURE NO. : _____

ACRES: _____

YEAR: _____

1. Date In: _____ Date Out: _____ Animal Units: _____ Animal Unit Days _____	8. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____
2. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	9. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____
3. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	10. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____
4. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	11. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____
5. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	12. _____ Date Out _____ Animal Units _____ Animal Unit Days _____
6. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	13. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____
7. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____	14. Date In _____ Date Out _____ Animal Units _____ Animal Unit Days _____

Animal Unit Days (AUD) = No. Days x Animal Units

TOTAL AUD(s): _____

Animal Units Month(s) (AUM) = $\frac{AUD(s)}{30(days)}$

TOTAL AUM(s) _____

AUM(s) per Acre = $\frac{Total\ AUM(s)}{No.\ Acres}$

AUM(s) per Acre _____

Dates and Amounts of Fertilizer: _____

Date of: First Frost: _____ Last Frost _____

Monthly Rainfall: J : _____ F _____ M _____ A _____ M _____ J _____ J _____ A _____ S _____ O _____ N _____ D _____

Yearly Rainfall Total _____

Appendix VI: Monitoring Plan

Vegetative Transects: A T-Post is placed in the ground to establish a permanent reference point. From the T-Post a line intercept transect is established for 50 - 100 meters depending on the site location. At 1 - 2 meter intervals, the nearest rooted plant is tallied to assess the plant composition of the pasture using the line-point intercept method . This data should be collected at the end of the forage growing season. Use monitoring posts as permanent photo point locations. A total of six (6) monitoring points should be established, 3 in both the East and West pasture units.

Grazing Utilization: Grazing exclosure cages provide an opportunity to evaluate the forage utilization levels in the pasture. Placing cages throughout the lease should be evaluated periodically during the year. Cages need to be placed over good examples of forage at the beginning of a pasture's grazing period. Once cattle are removed from the pasture, forage species within the exclosure cage are compared to grazed forage outside the cage. The percent difference in plant height or weight of the vegetation outside the cage compared to forage inside the cage provides an estimate of the forage utilization by the livestock. The rule-thumb for proper grazing use is to never graze more than 50% of forage plant. This ensures enough leafarea is retained to support rapid regrowth of forage and to maintain strong plant vigor.

Below is a grazing exclosure cage design that has worked well in Florida to ascertain forage utilization rates on grazed pasture and rangelands.



Appendix VII: Barbwire Fence Guidance

This information should be used as guidance or for reference purposes, unless USDANRCS cost-sharing is a consideration. Please refer to SJRWMD performance measures and construction specifications for all practices under consideration.

This sheet lists the minimum requirements to meet Florida Fence Standard (FL 382) for barbwire fence *if USDA Food Security Act costing-sharing is a consideration*. Variances in fence design may be allowed if requested. All variances requests shall be submitted to the State Rangeland Management Specialist or an individual with proper job approval authority for approval. All barbed wire fences will be installed using braces that meet Florida NRCS specifications for braces. Please note, SJRWMD may have standards that exceed the following.

Wire and Spacing

Use only new wire composed of two twisted strands of minimum class 3 galvanized 15.5 gauge high tensile steel barbwire.

Number of Wires

Interior cross fence - 3 wires (minimum) to manage movement of larger livestock such as cattle and horses.

Boundary fence - 4 wire (minimum) are required for boundary fences and next to highways.

Fence and Wire Height and Placement

Cattle and Horses-

- The minimum top wire height for 4 and 5 wire fences is 42 inches above ground level.
- The minimum top wire height for 3 wire fences is 38 inches above ground level.
- Install wires with a minimum of 10-12 inches spacing between the top 2 wires.

Note: Inline fence wire spacing shown below are recommendations only.

WIRE HEIGHT AND SPACING OF WIRES IN INCHES (")			
Number of Line Wires	5 Strand	4 Strand	3 Strand
Boundary Fence Top Wire Height (minimum)	46	46	Not Acceptable
Boundary Fence Bottom Wire Height (minimum)	6	12	Not Acceptable
Recommended Inline Fence Wire Spacing (inches)			
Cattle and Horses	6, 16, 26, 36, 46	16, 26, 32, 44	16, 26, 38
To Allow For Wildlife Movement	Not recommended	18, 24, 30, 42	18, 26, 38

LINE POSTS MATERIALS, POST SPACING AND INSTALIATION DEPTH

- **Steel** - Use only new, painted or galvanized T or U posts.
- **Wood**- Treated with 0.4 lbs/ft³ of chromate copper arsenate (CCA type A, B or C or equivalent). Minimum size, 3" top-diameter X 6.5' length.
- **Post Spacing** - The maximum distance between line posts is 16 feet without the use of stays, or 30 ft. with a minimum of 1 stay between posts.
- **Installation** - Drive or bury wood posts at least 24 inches into the ground in sandy or loamy soils. Install posts to a 42 inch depth in muck soils. If post holes are dug, backfill by tamping the soil around the post at every 4 in. depth.
- **Fastening** - Attach wires to the side of the post receiving the most livestock pressure. Drive staple diagonally to the wood's grain and at a slight downward angle (upward if the pull is up) such as in low places to avoid splitting posts and loosening of staples. Space should be left between staple and post to permit free movement of wire.
- **Wood posts** - Use 1.5 inch (minimum), 9 gauge (minimum), class 3 galvanized staples.
- **Steel posts** - Use manufactured clips or wire posts.

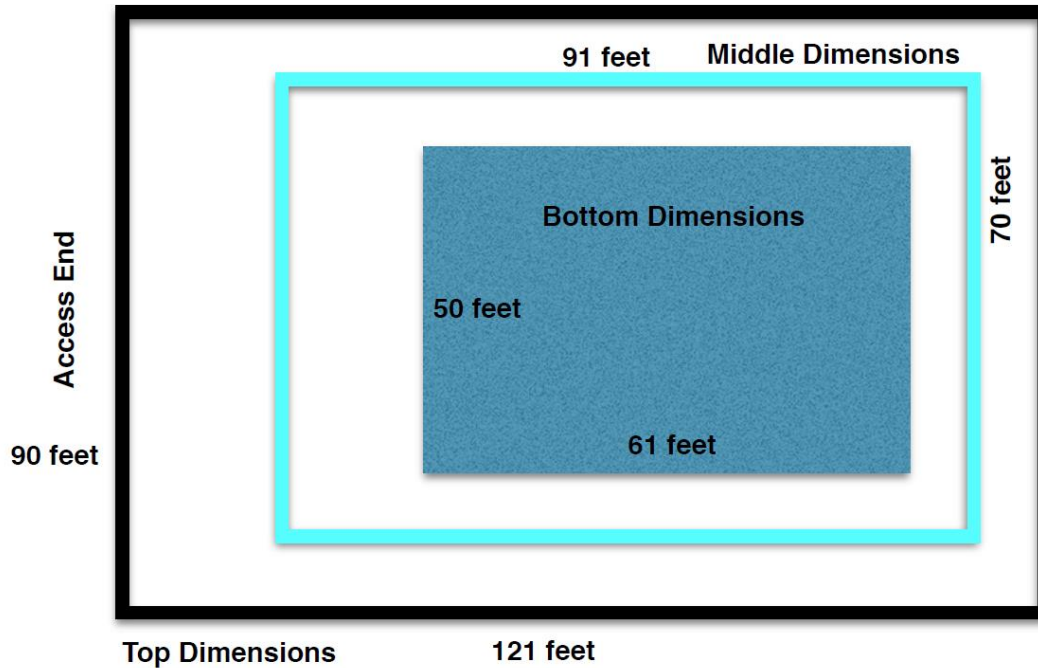
Appendix VIII - Stockwater Development Alternatives

Stock Pond Design (1/4 Acre)

Access end sloped 4:1

Other sides sloped 2:1

Total volume excavated: 2,433 yds³



Solar Stockwater Systems

Solar stockwater systems with large troughs positioned on a level, solid foundation provides the best quality water for livestock. Solar submersible pumps are cost-effective and can deliver water from shallow wells.



Automatic shutoff valves maintain desired water levels in the trough while keeping water readily available for the animals. Having an overflow outlet directing water away from the trough and its foundation is important to minimize washouts around the trough and its base.