

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION TO SUBMIT OFFER (ITO) #LRS 1815 TO LEASE PROPERTY  
FORT DRUM MARSH CONSERVATION AREA - NORTH  
INDIAN RIVER 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 1310 ± acres of the Latt Maxy Parcel LA 1981-005-PC (the Property), on the Fort Drum Marsh Conservation Area – North in Indian River County, Florida. Please review the requirements and specifications. District will authorize a maximum of 118 animal units grazing the Property. The lease term is for 10 years.

Interested parties must respond to the solicitation below by 2 p.m. Wednesday, March 11, 2020. 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**

February 20, 2020	Advertisement/Release of Invitation to Offer
February 26, 2020	Mandatory Inspection of Property at 11 a.m. Meet at the main entrance located on the south side of SR 60. Approximately 15 miles west of I-95.
March 2, 2020	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 <a href="mailto:dbankhar@sjrwmd.com">dbankhar@sjrwmd.com</a> .
March 5, 2020	District’s Project Manager will publish an Addendum, if needed.
March 11, 2020	Responses Due to Invitation to Offer at 2:00 p.m. Opening off offers will occur at this time. *
March 18, 2020	Notice of Intended Decision (see District website)
April 14, 2020	Request for Governing Board authorization of lease. *

\*Denotes a public meeting.

**MANDATORY SITE VISIT**

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

Wednesday, February 26, 2020, 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.**

Site Visit Location: At the Fort Drum Marsh Conservation Area main entrance (there is only one main entrance) located on the south side of SR 60, approximately 15 miles west of I-95. The closest address is 23591 FL-60, Vero Beach, Florida 32966. Once all attendees have arrived and signed in, we will caravan to the lease property. See Exhibit "A" Cattle Grazing Lease – Pasture Map for viewing of Property to be leased. Anyone having difficulty locating the meeting site can contact Amy Copeland at (407) 832-5208 for directions.

**OPENING OF OFFERS**

March 11, 2020 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 Estate Services Coordinator  
4049 Reid Street, Palatka, FL 32177  
Phone: (386) 329-4557  
E-mail: [dbankhar@sjrwmd.com](mailto:dbankhar@sjrwmd.com)  
Office of Real Estate Services

2. **WHERE TO DELIVER OFFER.** All offers must be submitted in sealed envelopes with the OFFER NUMBER and opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering (visible on the outside of the envelope) to:

St. Johns River Water Management District  
ITO #LRS 1815  
ATTN: Diana Bankhardt  
Office of Real Estate Services  
4049 Reid Street  
Palatka, FL 32177

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. 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.** This Property is currently under lease. Lease commencement date is anticipated to be on June 15, 2020, pending Governing Board approval on April 14, 2020. The new Lessee will be given authorization to move onto the Property upon Land Manager approval.
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.
  - f. IRS Form W-9 – Request for Taxpayer Identification Number and Certification

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 March 2, 2020, otherwise such requests shall not be considered. Requests may be submitted by e-mail at [dbankhar@sjrwmd.com](mailto:dbankhar@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 March 5, 2020.

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 a cattle grazing operation of 300 or more acres and 100 or more animal units by either Respondent or Respondent's proposed Operational Manager for this Property. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of the ranch; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, daily land and livestock management; hiring, training, evaluating the performance of, and supervising ranch hands, cowboys or other farm workers, or contracts for services to carry out the day-to-day activities of the managed operation. Respondent must provide references using Respondent Qualifications and References Form and include any other documents deemed necessary by Respondent to show that their company or Operational Manager's managing experience meets the minimum qualifications. The Form has blanks for 3 references; however, Respondent may provide additional references as necessary. Further detail is provided on 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 March 2, 2020. 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 the electronic posting 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, accept a bid or reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after the electronic posting of the decision or intended decision. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting a District decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of 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 the 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 shall 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 1,310± acres located in Indian River County. The landcover is characterized as semi-improved pasture. Natural plant communities such as freshwater marshes appear to be intact. (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 118 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.  
The District prefers a smaller herd size and slower rest-rotation grazing management as outlined in the Fort Drum - North Grazing Management Plan (Grazing Management Plan) attached hereto. Lessee is to follow rotational grazing as identified in the Grazing Management Plan unless otherwise approved in writing in advance by the District’s Land Manager.
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 except in the case of a District-approved increased stocking rate.
5. **FENCE AND IMPROVEMENTS.** The perimeter of the grazable pastures are fenced. The Grazing Management Plan recommends some new cross fencing. The map attached as Exhibit “A” to the draft Lease attached hereto depicts the existing fenced areas, as well as the area that will require new cross fencing.

If the Lessee desires to construct any additional fencing beyond the required fencing set forth above or any gates, Lessee shall be solely responsible for such work and any associated costs and these expenses shall not qualify for reimbursement under this Lease. The Lessee must obtain prior written approval from the District Land Manager before constructing any additional fences and gates on the Property. New fences shall be constructed in accordance with the recommendations provided in the Grazing Management Plan. If the Lessee desires a variance from these fencing recommendations, Lessee must obtain prior written approval from the District’s Land Manager. No new fence shall be attached to trees. The cost of construction, installation and maintenance of all fencing and gates shall be the responsibility

- of the Lessee. Once installed, any constructed fencing and gates shall become the property of District, unless a prior written exception is made by the District. Lessee is responsible for all repairs and maintenance of the fence, including any costs, during the term of the Lease.
6. **CATTLE PENS.** If the Lessee desires cattle pens, the Lessee shall use portable pens or may construct new permanent pens with prior written authorization from the District Land Manager. The Lessee is solely responsible for expenses incurred for use or construction of cattle pens. Once installed, any permanent constructed cattle pens will become the property of District, unless a prior written exception is made by the District. Portable pens will remain the property of the Lessee.
  7. **WATER.** Livestock water appears to be largely available from existing ditches and swamps throughout the property. Lessee shall obtain prior written approval from the District's Land Manager prior to construction of any new stockwater ponds. Lessee is solely responsible for expenses incurred in establishing the new stockwater ponds. Lessee shall be responsible for establishing any additional dependable water source on the Property, if needed, with prior written approval of the District's Land Manager. Lessee shall obtain all necessary permits and authorizations before establishing any water sources on the Property.
  8. **UTILITIES.** There is one power line available on the Property. Lessee is solely responsible for contacting utility providers, and for any costs of connection and services for any needed electric, sewage, or other utilities. Lessee must obtain all necessary permits and authorizations, including prior written approval from District Land Manager, before installation or 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 her sole discretion, a credit to Lessee for the costs of habitat management activities performed by Lessee. Credit is not anticipated to be sufficient to cover lease fees. No in-kind services may be performed without obtaining prior written authorization from District's Land Manager.
  11. **PROPERTY ACCESS.** The Lessee shall access the Property from the gate at the main entrance located on the south side of State Road 60. 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 with 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, boating, and primitive camping. 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.** The Lease commencement date will be June 15, 2020. The first half of the annual Lease payment shall be due upon Lease commencement and on each Lease commencement anniversary date thereafter. The second half of the annual Lease payment shall be due on the semi-anniversary date (183 days after the anniversary date) and each semi-anniversary date thereafter. If the Lessee does not exercise commencement of the Lease within the 90-day period after June 15, 2020, the Lessee will be deemed to be in default, and District is authorized to retain the deposit, and thereafter lease the Property to another rancher.
14. **IN-KIND SERVICES.** At District's discretion, Lessee may substitute in-kind credits for all or a portion of the next Fee due for pre-approved work performed by Lessee. There is no guarantee that a full Fee's worth of work, or even any work, will be approved in any lease year. Lessee must obtain prior approval for in-kind credits from the District's Land Manager. No credit will be approved for work that is customarily associated with cattle grazing operations. Approved work completed during the final year of the 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 a cattle grazing operation(s) totaling 300 acres or greater and 100 animal units or greater, by either Respondent, or Respondent's proposed Operational Manager for this Property.** Respondent must provide documentation showing their company's or Operational Manager's managing experience. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation of the ranch; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, daily land and livestock management; hiring, training, evaluating the performance of, and supervising ranch hands, cowboys or other farm workers, or contracts for services to carry out the day-to-day activities of the managed operation.

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

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

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

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

If lease is awarded based upon qualifications of an Operational Manager and the Operational Manager leaves employment of the Lessee prior to 3-years into the lease, the Lessee will be required to provide an acceptable Operational Manager to District within 60 days or will be in default of the Lease. 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 assistance for some, or all, of the required management experience.

1. Reference Name/Business Name:

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address (mandatory): \_\_\_\_\_

Cattle Grazing Operation – Owned or Leased

    Begin date of Employment/Lease: \_\_\_\_\_

    End date of Employment/Lease: \_\_\_\_\_

    # of Cattle personally responsible for management of \_\_\_\_\_

    # of Acres personally responsible for management of \_\_\_\_\_

Other: \_\_\_\_\_

2. Reference Name/Business Name:

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address (mandatory): \_\_\_\_\_

Cattle Grazing Operation – Owned or Leased

    Begin date of Employment/Lease: \_\_\_\_\_

    End date of Employment/Lease: \_\_\_\_\_

    # of Cattle personally responsible for management of \_\_\_\_\_

    # of Acres personally responsible for management of \_\_\_\_\_

Other: \_\_\_\_\_

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

3. Reference Name/Business Name:

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address (mandatory): \_\_\_\_\_

Cattle Grazing Operation – Owned or Leased

Begin date of Employment/Lease: \_\_\_\_\_

End date of Employment/Lease: \_\_\_\_\_

# of Cattle personally responsible for management of \_\_\_\_\_

# of Acres personally responsible for management of \_\_\_\_\_

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Telephone Number

Fax Number

Email Address

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

\_\_\_\_\_  
Respondent Authorized Signature

Date

Print Name and Title

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

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

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Seal)

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

Invitation to Submit Offer to be opened at 2:00 p.m., on Wednesday, March 11, 2020.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for conducting a cattle grazing operation on a portion of the Fort Drum Marsh Conservation Area property identified in ITO# LRS 1815, subject to the terms and conditions of the Lease Agreement, the undersigned proposes to enter into the Lease Agreement and pay District the following lease fees:

Respondent (potential Lessee) agrees to pay the Lessor (District) an annual lease Fee based upon the Animal Unit (AU) Fee set forth below multiplied by 118 AUs. Any offer received by the District based on less than 118 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 as not meeting minimum qualifications.

To Derive Total Offer:

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

Animal Units/Stocking Rate: 118 Animal Units

Total Offer for annual lease Fee (AU Fee x 118 AUs) = \$\_\_\_\_\_

Total Offer for annual lease fee in words:

\_\_\_\_\_ Dollars

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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 \_\_\_\_\_ 2020, by and between the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes (F.S.), whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (the District), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (Lessee). Wherever used herein, the terms "District" and "Lessee" shall include their officers, agents, employees, contractors, and assigns, the heirs and legal representatives of individuals, and the successors of corporations, partnerships, public bodies, and quasi-public bodies.

District is the owner of certain real property located in Indian River County, Florida, known as the Fort Drum Marsh Conservation Area - North, which the District acquired for the purposes of water management, water supply and water conservation. Lessee desires to lease a portion thereof, consisting of approximately 1,310± acres, as more particularly depicted on Exhibit "A", attached hereto and made a part hereof (the Property), for conducting a cattle grazing operation. Notwithstanding any description or depiction to the contrary, any sovereign submerged lands thereon are specifically excluded from the Property and this Lease.

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

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

1. Lease of Property. 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 Property from the gate at the main entrance. 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 June 15, 2020 (Commencement Date), and expiring June 14, 2030, 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 118 animal units at a rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per animal unit per year (AU Rate). All payments shall be made payable to St. Johns River Water Management District by check, money order, or electronic deposit, and, if paid by

check or money order, mailed or hand delivered to the Office of Financial Services at District's address set forth in Paragraph 12 herein.

- (b) The Lease Commencement Date will be June 15, 2020. The first half of the annual Lease payment shall be due upon Lease commencement and on each Lease commencement anniversary date thereafter. The second half of the annual Lease payment shall be due on the Lease commencement semi-anniversary date (183 days after the anniversary date) and each semi-anniversary date thereafter. If Lessee does not exercise commencement of the Lease within the 90-day period after commencement of the Lease, the Lessee will be deemed to be in default, and District is authorized to retain the deposit, and thereafter lease the Property to another rancher.
  - (c) The monthly Fee for any holdover months for the purposes of removing cattle and other property after the expiration or termination of the Lease shall be calculated as one twelfth of the annual 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 may substitute work service credits for all or a portion of the Fee during any effective year for work performed by Lessee. Written approval for these credits must be obtained from the District's Land Manager and shall only apply to work performed after such authorization. Credit for completed authorized work shall be deducted from the following Lease payment. 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) herein, District shall reimburse Lessee for all pre-approved 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 un-weaned calf. Lessee may stock any number of animal units below the maximum number of animal units. The stocking rate may be increased upon Lessee's request, but only after receipt of District's written approval. Lessee shall pay an increased annual Fee commensurate with the increase in the stocking rate. The increased Fee shall be paid on a pro-rata basis for the year in which the increased annual Fee becomes effective, in accordance with the AU Rate set forth in paragraph 3 (a) above. The increased Fee shall be due on the next Fee due date and every due date thereafter. The stocking rate may be reduced by District, at its sole discretion, upon 90-days written notice to Lessee. Thereafter, Lessee shall pay a decreased annual Fee commensurate with the decrease in the stocking rate. The decreased annual Fee shall be paid on a pro-rata basis for the year in which the decreased annual Fee becomes effective, in accordance with the AU Rate set forth in paragraph 3(a) above, and Lessee may be entitled to a pro- rata refund of Fees paid for that year.
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) The District has the right to approve or disapprove all proposed burning, chopping, disking, or other physical alterations to the Property.
- (f) District may grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges to others over, under, through or across the Property, provided that such grant shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
- (g) The Property is part of a larger conservation area acquired by District. District reserves for its use and occupancy during the term of this Lease, access and rights-of-way on, over, across and through the Property in order to access District's remaining lands; provided, however, that such access shall not damage or disrupt Lessee's authorized use of the Property. The location of such access and rights-of-way on 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. District Requirements.

- (a) Cattle. The NRCS Grazing Management Plan for the Property attached hereto as Exhibit "C" shall be followed except when District requirements are more stringent.
- (b) Number of Animal Units. At no time shall the number of cattle exceed the maximum animal units set forth herein unless Lessee obtains prior written approval of District.

- (c) Identification. All cattle must bear identification (e.g., ear tags, tattoos, brands, etc.) readily traceable to the Lessee before their release on the Property.
  - (d) Containment. Lessee shall ensure that any cattle that wander off the Property are immediately returned to the Property.
  - (e) Grazing Deferments. Unless otherwise authorized in writing by the District's Land Manager, Lessee must not allow cattle to graze on any portion of the Property within 90 days after it has been roller chopped or within 45 days after a prescribed burn.
  - (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 (BMPs) established by the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto. Lessee shall quarantine all new cattle for seven days, in an area approved by District's Land Manager, prior to releasing them on the Property and shall ensure that the cattle are free from tropical soda apple to District's satisfaction. District retains the right to treat other invasive species at District expense as deemed necessary by District staff. Lessee shall not impede District's efforts to control invasive species on the Property. If such treatment will be potentially harmful to the livestock, District will notify Lessee of the treatment to be used not less than 30 days before application.
  - (g) Best Management Practices. Except when District requirements herein are more stringent; Lessee shall:
    - 1. Follow the Grazing Management Plan for the Property;
    - 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. ([https://www.fdacs.gov/content/download/33368/file/Best\\_Management\\_Practices\\_for\\_Cow\\_Calf\\_Operations.pdf](https://www.fdacs.gov/content/download/33368/file/Best_Management_Practices_for_Cow_Calf_Operations.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 shall 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 except as may be set forth herein. Lessee shall not dump or place any garbage or refuse on the Property. Lessee shall, at its own expense, maintain all fences, fire lines, access and trail roads and gates used by Lessee, its licensees or invitees, and repair damage caused by Lessee to existing roadways on the Property. Upon expiration or termination of this Lease, Lessee shall surrender the Property in “same as found” condition.

- (a) Public Access. The Property is part of a Wildlife Management Area (WMA) and is open to hunting in accordance with the annual hunting schedule, which is located at <https://myfwc.com/recreation/>. The Florida Fish and Wildlife Conservation Commission manages hunting on the Property and adjacent areas. The Property is also open for other public recreational uses including, but not limited to, hiking, wildlife viewing, bicycling, boating and primitive camping. There is a high level of public access and activity on this Property. Lessee shall at all times be courteous to the general public and shall comply with District’s land management rules in Chapter 40C-9, Florida Administrative Code.
- (b) Agricultural Chemicals. Lessee may not apply agricultural chemicals including herbicides or pesticides on the Property without prior written approval from District’s Land Manager. Any approved application of chemicals must comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by the FDACS and any other conditions of District’s written approval.
- (c) Fire; Prescribed Burns. Lessee shall not at any time set or cause to be set any fire on the Property without prior written approval of the District’s Land Manager. District retains the right to conduct prescribed burns at District expense as deemed necessary by District’s Land Manager. Lessee shall not impede District’s efforts to conduct burns on the Property. District will provide at least 24-hour notice to Lessee of any prescribed burn on the Property to allow Lessee time to move the cattle to a portion of the Property outside of the burn zone.
- (d) Water Availability. Livestock water appears to be largely available from existing ditches and swamps throughout the property. Lessee shall obtain prior written approval from the District’s Land Manager prior to construction of any new stockwater ponds. Lessee is solely responsible for expenses incurred in establishing the new stockwater ponds. Lessee shall be responsible for establishing any additional dependable water source on the Property, if needed, with prior written approval of the District’s Land Manager. Lessee shall obtain all necessary permits and authorizations before establishing any water sources on the Property. Lessee shall be responsible for all related expenses. Lessee, at its own expense, is responsible for maintaining, repairing, and operating, to the extent permitted and required by law, all ditches, pumps, and appurtenant works on the Property. All existing wells remain property of District. Any new wells established by Lessee shall, upon the expiration or termination of the Lease and at District’s sole discretion, either be properly capped and abandoned by Lessee at its sole expense or immediately become District Property.

- (e) Utilities. There is no power line available on this property. Lessee, at its sole expense, may bring or cause to be brought to the Property adequate utility connections necessary for Lessee's uses hereunder, including water, electrical power, telephone and communication services, storm sewerage, and sewerage, subject to the utilities' customary rules regarding the delivery of such services through their own conduits or pipes or District's conduits or pipes with prior written approval from the District's Land Manager. District shall grant such utilities rights of access necessary for the authorized uses hereunder that do not materially impair District's present and future uses of the Property. Lessee is responsible for all hook-up and connection fees, utility service bills, and application for all permits associated with the operation of any pumps and equipment installed by District or Lessee for the purpose of Lessee's authorized activities. Drains or other facilities provided by Lessee for disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.
- (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 and other required fencing and gates at Lessee's sole expense. Lessee is solely liable for any injury or damage to persons or property resulting from Lessee's cattle straying from the Property. District's Land Manager must approve of any fencing and gates not currently authorized herein.
1. Perimeter Fences. The perimeter of the grazable pastures are fenced. The grazing plan calls for some new cross fencing. The map attached hereto as Exhibit "A" depicts the existing fenced areas, as well as the area that will require a new cross fence. If the Lessee desires to build any additional non-required interior cross fencing and gates to support cattle grazing operations, Lessee shall be responsible for such work and all associated costs. The Lessee must obtain prior written approval from the District's Land Manager before constructing any additional fences and gates on the Property. Any request for variances in fence design must be submitted in writing in advance to the District's Land Manager for approval. No new fence shall be attached to trees. All such improvements on the Property shall immediately become District's property and shall remain District property upon termination or expiration of this Lease.
  2. Interior Fences. Current interior fences are property of District. The grazing plan calls for one new cross fence. Lessee may move onto the property and begin using the area before the new cross fence is complete. New interior fences shall be constructed in accordance with the Grazing Management Plan and with prior written approval of District's Land Manager. 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. Any new fences constructed on the Property become property of District after expiration or termination of the Lease or by the end of the last holdover month, whichever is later.



3. Cattle Pens. There are currently no cattle pens on the Property. If new Lessee desires new cattle pens, the Lessee shall use portable pens or construct new permanent pens upon prior written authorization to construct them from the District Land Manager. The Lessee is solely responsible for expenses incurred for use or construction of cattle pens. Once installed, any permanent constructed cattle pens will become the property of District, unless a prior written exception is made by the District. Portable pens will remain the property of the Lessee.
- (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 approval of District's Land Manager. No structures shall be placed on land that has been determined to be sovereign submerged land without prior written authorization from the State of Florida.
- (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, including Lessee's cattle that stray from the Property. Lessee shall remove all personal property from the Property upon expiration or termination of this Lease as provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by District as its property or District may 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 except for the trapping and shooting of feral hogs and coyotes with prior written authorization of District. Such hunting shall be conducted in accordance with the terms and conditions set forth in Exhibit "B" of this Lease, attached hereto and incorporated herein by reference.
- (l) Archaeology. No collection of artifacts or disturbance of archaeological or historic sites shall take place without prior written District authorization.

7. Liability and Indemnity.

- (a) Lessee Control of Property. During the term of this Lease, Lessee shall be solely responsible for the conduct and control of all activities by Lessee, its employees, licensees, and invitees, on the Property and for any cattle that stray from the Property. Lessee shall be responsible for ensuring the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. District does not, by or through its activities in inspecting the Property and reviewing Lessee's activities thereon for the purposes of this Lease, assume any duty as to the condition of the Property with regard to the safety of Lessee, its employees, 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, including liability for any cattle that stray off the Property.
- (b) District has not determined and makes no representations that the Property is suitable for the purposes set forth herein. Under no circumstance shall District be liable to Lessee, its 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 shall be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no special limitation on the scope of protection afforded to District, its officers, employees, agents and invitees.

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

- (b) Lessee must 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 only to Lessee to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Lease. If any lien is registered on title to the Property by any Lessee contractor, 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. Lessee will complete an IRS Form W-9 concurrently with execution of this Agreement. District will issue IRS Form 1099-Misc. to the Lessee for the value of the in-kind service work credits no later than January 31<sup>st</sup> following each lease year. Any cash payments to the District will not be included on the 1099-Misc.
12. 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.
13. Notices. All notices, consents, approvals, waivers and elections that any party is required or desires to make under this Lease shall be in writing and shall be deemed sufficiently made or given: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery to the named individuals representing the party to be notified; (iii) by private parcel delivery services for which receipt is provided to the notifying party; or (iv) by e-mail, receipt of which is acknowledged by the notified party. Notices shall be deemed to have been given and received on the date of the mailing, or if hand delivered, on the date of such delivery, or the date of receipt of e-mail. Notices shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate.

District: St. Johns River Water Management District  
P.O. Box 1429  
Palatka, Florida 32178-1429  
Attention: Ramesh Buch, Director  
Office of Real Estate Services  
Phone: (386) 329-4335  
E-mail: RBuch@sjrwmd.com

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

14. 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.

15. Ownership of Improvements and Surrender of Premises.

(a) Ownership of Improvements. During the Lease term, unless otherwise provided herein, Lessee shall retain title to all Lessee improvements to the Property. Upon the termination or expiration of this Lease, Lessee may remove all Lessee improvements to the Property, except 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.

16. Pollution. The discharge by Lessee of any fuel, oils, petroleum products, litter or other harmful or hazardous materials or wastes, as defined under the laws of the State of Florida and the United States, on the Property or other District lands is prohibited. Should any such harmful or hazardous materials or wastes be discharged by Lessee, 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.

17. 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.
18. Non-Waiver of Regulatory Authority. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of District as it now or hereafter exists under applicable laws, rules, and regulations.
19. 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.
20. 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.
21. Governing Law; Attorney's Fees; Waiver of Jury Trial. This Lease shall be construed and interpreted according to the laws of the State of Florida and shall not be construed more strictly against one

party than the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Lease: (1) each party shall bear its own attorneys’ fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

22. Non-Waiver. No District waiver of Lessee’s non-compliance with any provision of this Lease shall be deemed a waiver at any time thereafter of the same or other provision hereof. No delay or failure by District to re-enter the Property or exercise any right or option hereunder shall constitute a waiver thereof or be considered exhausted or discharged by its exercise in one or more instances. All District rights or remedies under this Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.
  
23. Radon Gas. Pursuant to the provisions of section 404.056(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.”
  
24. Merger; Recording. This Lease constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter of this Lease other than those contained herein. This Lease may not be modified except in writing signed by the parties or their authorized representatives. Neither this Lease nor any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.
  
25. 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 NEXT TWO PAGES)



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

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

By: \_\_\_\_\_  
Douglas Burnett  
Governing Board Chairman

**ATTEST:**

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

\_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director  
Assistant Governing Board Secretary

SEAL

Approved as to form and legality;  
For use and reliance only by SJRWMD

\_\_\_\_\_  
Kris Davis, Asst. General Counsel  
Office of General Counsel

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

**LESSEE:**

Witnesses:

By: \_\_\_\_\_

\_\_\_\_\_

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

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

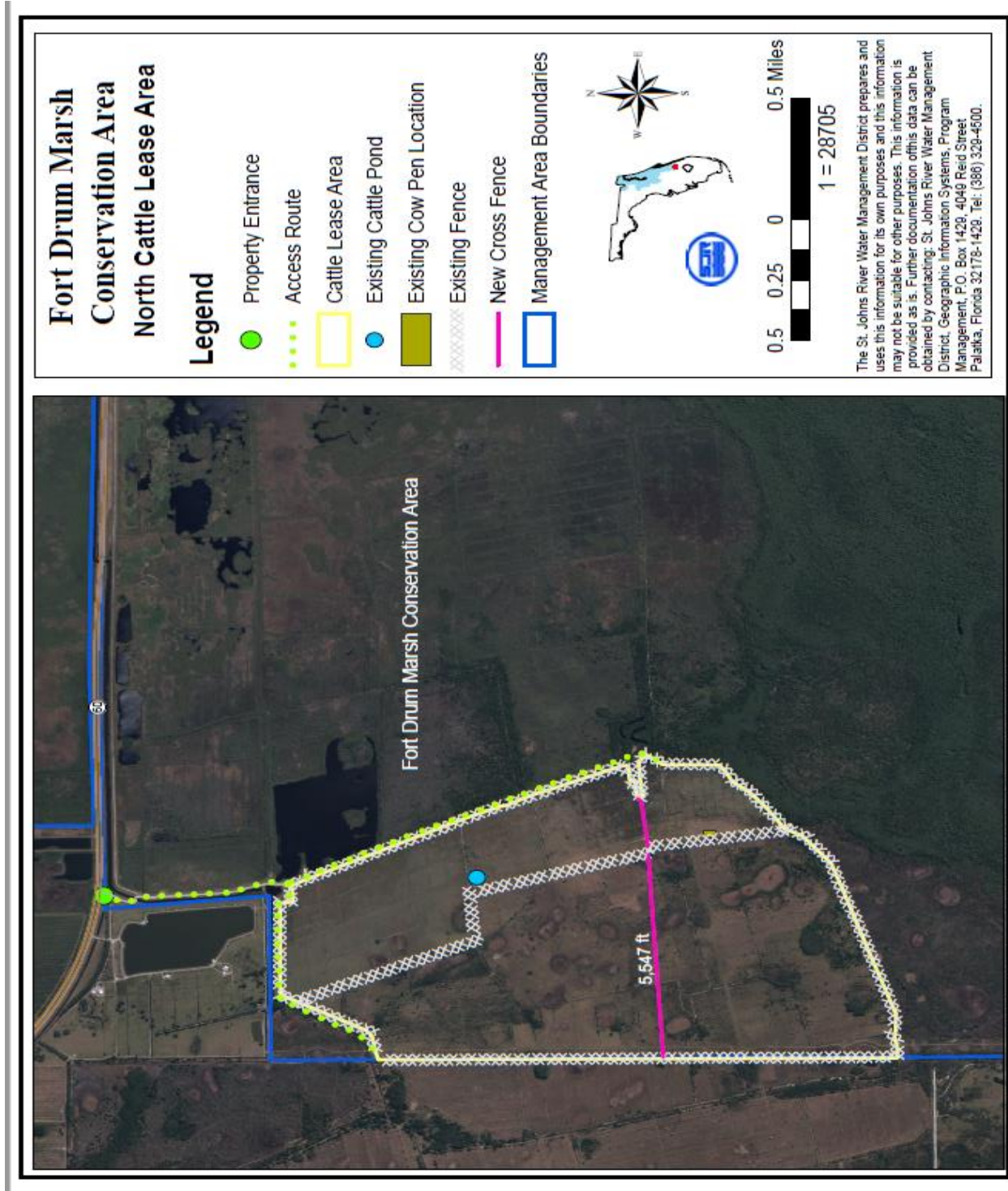
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EXHIBIT "A" – MAP



## **EXHIBIT “B”**

### **SPECIAL CONDITIONS OF USE NUISANCE FERAL HOG AND COYOTE REMOVAL**

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

1. Approved hunt area is limited to the area within the lease footprint only. No live hogs or coyotes shall be removed from the Property.
2. Trapping and killing of hogs and coyotes shall be limited to the use of live traps and firearms.
3. Hunting with dogs is allowed. No more than 4 dogs may be used at one time. Dogs must have current rabies vaccination and certificate, as well as a tagged collar indicating owner and telephone number.
4. Lessee may have up to six assigned agents to remove feral hogs and coyotes. Only the Lessee and three agents are to be on the Property at any given time.
5. Lessee shall abide by all applicable governmental rules, regulations, ordinances and laws with respect to Lessee’s use of the Property, and shall, at Lessee’s own expense, procure and maintain current any permits, licenses, and authorizations which may be required by law in connection with the feral hog and coyote removal. Leased property is part of a Wildlife Management Area and requires an additional permit from FWC. Lessee and Lessee’s agents shall carry all permits, licenses and authorizations with them at all times.
6. Lessee shall abide by Chapter 5C-21.015, Florida Administrative Code and Title 9, Animals and Animal Products, of the Code of Federal Regulations.
7. Killing, molesting, or trapping of any wildlife other than the trapping of feral hogs and coyotes is prohibited.
8. A monthly harvest report shall be submitted to Karen Davis, at [kmdavis@sjrwmd.com](mailto:kmdavis@sjrwmd.com), The report is due the first week of each month for the previous month’s harvest. The continuation of the right to remove feral hogs and coyotes is dependent upon receipt of these reports.
9. Lessee and agents shall be required to have a “Nuisance Hog and Coyote Removal” card on their person at all times while on the Property. Lessee shall be identified as the Supervisor. Agents may access the Property without being accompanied by Lessee. Lessee is responsible at all times for the actions of all accompanying family members and selected agents. Infractions committed by any family member or agents may result in termination of the right to remove feral hogs and coyotes.

10. Waste from butchering hogs and coyotes shall be disposed of in remote upland areas away from roads, recreational trails, structures, wetlands, water bodies, ditches and canals or shall be removed from the Property.
11. Use of firearms shall be limited from one hour before sunrise until one half hour after sunset. Lessee may access the Property from designated points of entry from one hour before sunrise until two hours after sunset, unless otherwise authorized by permit. Gun and light permits are available at District Land Manager's discretion.
12. Lessee shall greet each person they meet (the public, District staff, and law enforcement) on the Property by introducing themselves and explaining their purpose of being on the Property.
13. This license for the removal of feral hogs and coyotes is at will and may be terminated by District, with or without cause, upon three business days prior notice. Termination of this license to remove feral hogs and coyotes will not affect the remainder of the Lease Agreement, which shall remain subject to termination pursuant to the terms of the Lease.
14. Only two licensed vehicles may be used at one time when hunting on the Property. The use of tracked vehicles, motorcycles, or all-terrain vehicles is prohibited. Lessee shall provide Karen Davis, Administrative Assistant, Office of Land Resources, and Amy Copeland, District's Land Manager for the Lease Property, with the description, tag number and vehicle identification number for each vehicle or vessel to be used on the Property before initiating the nuisance feral hog or coyote removal. During periods of extremely wet conditions, the use of ATVs and/or airboats may be authorized on a temporary basis by letter. Lessee should request this from the Land Manager when conditions dictate necessity.

**EXHIBIT "C"**  
**Grazing Management Plan**  
**Fort Drum Marsh Conservation Area - North**