

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION TO SUBMIT OFFER (ITO) LRS #2073 TO LEASE PROPERTY
LAKE GEORGE CONSERVATION AREA PUTNAM AND VOLUSIA COUNTIES, FLORIDA

The Governing Board of the St. Johns River Water Management District (District) requests offers from qualified Respondents for a Saw Palmetto frond harvesting lease. The area to be leased is a portion of the Lake George Conservation Area, approximately 11,045 ± acres (the Property) in Putnam and Volusia Counties, Florida. Please review the requirements and specifications. The District will authorize a lease for Saw Palmetto frond harvesting with a term of 5 years.

Interested parties must respond to the solicitation below by 2 p.m. Tuesday, October 27, 2020. ITO packages may be obtained from the District's website at <https://www.sjrwmd.com/lands/palmettofrondharvesting/> or by calling District Project Manager Diana Bankhardt at (386) 329-4557.

PROPOSED SCHEDULE

October 1, 2020	Advertisement/Release of Invitation to Offer
On or before October 13, 2020	All potential bidders must contact Diana Bankhardt @ dbankhar@sjrwmd.com on or before 3:00 p.m. on October 13, 2020 to schedule a one-hour mandatory site visit. Available time slots are from 9:00 a.m. – 3:00 p.m. on Wednesday, October 14, 2020. Appointments will be scheduled on a first come, first served basis.
October 14, 2020	Mandatory Site Inspections. Due to Covid-19 precautions, mandatory site inspection of the Property shall be by prescheduled, individual site visits. Site visit location: 735 Joe Pittman Road, Seville Fl. - from U.S. 17, turn west on County Road 305 (Lake George Road); turn north on McBride Rd, turn west on Joe Pittman Road.
October 15, 2020	Diana Bankhardt will hold a mandatory teleconference with all potential bidders on October 15, 2020 at 10:30 a.m. to review the bid package. The teleconference information will be emailed to potential bidders upon scheduling the appointment for the mandatory site visit. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice). *
On or before October 16, 2020	Additional questions and requests for interpretations following the Mandatory Site Inspection are due to District Project Manager in writing on or before October 16, 2020. Emails accepted at dbankhar@sjrwmd.com .
October 21, 2020	District's Project Manager will publish an Addendum to the ITO, if needed.
October 27, 2020	Responses Due to Invitation to Offer at 2:00 p.m. Opening of offers will occur at this time via teleconference.* The teleconference information will be emailed to the site visit participants at least one day prior to the bid opening date. If you are hearing or speech impaired, please contact the district using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).
October 29, 2020	Notice of Intended Decision (posted on District website)

***Denotes a public meeting. The teleconference information will be emailed to potential bidders upon scheduling the appointment for the mandatory site visit. Due to Covid-19 precautions,**

opening of offers will be via teleconference. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).

MANDATORY SITE VISIT

The Property is leased “as is”. By providing an offer, Bidder 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.

The District will conduct individual MANDATORY site visits. **Potential bidders must contact Diana Bankhardt at dbankhar@sjrwmd.com on or before October 13, 2020 to schedule a one-hour site inspection on October 14, 2020, with the District’s Land Manager, R. H. Davis. Appointments will be scheduled on a first come, first served basis.** Available time slots are from 9:00 a.m. – 3:00 p.m. on October 14, 2020. Diana Bankhardt will hold a mandatory teleconference on October 15, 2020 at 10:30 a.m. to review the bid package. The teleconference information will be emailed to potential bidders upon scheduling the appointment for the mandatory site visit. Any business entity 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 AT THEIR SCHEDULED TIME TO TOUR THE PROPERTY WILL NOT BE AUTHORIZED TO SUBMIT AN OFFER.

Site Visit Location: 735 Joe Pittman Road, Seville Fl. - from U.S. 17, turn west on County Road 305 (Lake George Road); turn north on McBride Rd, turn west on Joe Pittman Road. See Exhibit “A” Palm Frond Harvesting Lease Area. Anyone having difficulty locating the meeting site can contact District Land Manager R. H. Davis at (352) 427-0929 for directions.

OPENING OF OFFERS

October 27, 2020 at 2 p.m.

St. Johns River Water Management District Headquarters

4049 Reid Street, Palatka, Florida, 32177

(Due to Covid-19 precautions, opening of offers will be via teleconference)

The opening of offers will be via teleconference. The teleconference information will be emailed to the site visit participants at least one day prior to the offer opening date. **If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).**

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: (321) 615-4329 E-mail: 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 #2073
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), Florida Statutes, (F.S.) 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), F.S., 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, F.S., and exempt from disclosure pursuant to 815.04, F.S., 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.** Due to Covid-19 precautions, the offer opening will be via teleconference. The offer opening teleconference information will be provided to site visit participants at least one day prior to the opening date. 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 Saw Palmetto frond harvesting lease is within two weeks after the opening of the offers.
4. **RIGHT OF LESSEE.** Lease commencement date is anticipated to be October 30, 2020, pending Executive Director approval. The new Lessee will be given authorization to access the Property by the Land Manager.
5. **PREPARATION AND ORGANIZATION OF DOCUMENTS.** Respondents **must** submit the following fully executed documents on reproduced copies of the attached forms provided in PART III: FORMS.
 - a. Offer Response Form
 - b. Respondent Qualifications and References
 - c. Certificate as to 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 on or before October 16, 2020, otherwise such requests shall not be considered. Requests may be submitted by e-mail at dbankhar@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on District's website at and to all prospective Respondents (at the respective email addresses furnished for such purposes) on or before October 21, 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 two years-experience managing a vegetation harvest operation by either Respondent or Respondent's proposed Operational Manager. Examples of qualifying management experience include: planning, directing, and coordinating the management or operation; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, hiring, training, evaluating the performance of and supervising 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 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/palmettofrondharvesting/>. 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 for an annual fee of \$6,000.00 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 Palm Frond Harvesting Lease Agreement (Lease) (attached as Exhibit “A”). Any request for revisions to the Lease Agreement must be submitted under the procedure set forth above in Paragraph 6, Inquiries and Addenda, no later than October 16, 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 or the District’s rules. 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 5-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.

DESCRIPTION OF HARVEST AREA. The Property to be leased is approximately 11,045± acres located in Putnam and Volusia Counties on a portion of the Lake George Conservation Area. The property is South of Crescent City, Florida and North of Seville, Florida and lies between Lake George and US Highway 17. (See map attached, “Exhibit A”)

1. **TERM OF LEASE.** The term of the Lease is five years from the date of commencement of the Lease Agreement.
2. **LEASE.** The annual rent will remain the same during the 5-year term of the Lease.
3. **HARVEST MANAGEMENT.** Lessee is authorized to harvest only Saw Palmetto fans (*Serenoa repens*). Lessee shall not disturb any other plants, or lands or waters outside of the approved harvest area.
4. **PROPERTY ACCESS.** 735 Joe Pittman Road, Seville Fl. - from U.S. 17, turn west on County Road 305 (Lake George Road); turn north on McBride Rd, turn west on Joe Pittman Road. Lessee’s vehicular access to the approved harvest area shall be via the District’s designated approved route for harvest only. Lessee shall not drive on roads or fire lines posted as “closed to motorized vehicles.”
5. **PUBLIC USE.** The Property is currently open for, and shall remain open for, public recreational use, including, but not limited to, hiking, wildlife viewing, bicycling, 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.
6. **FEES.** The Lease commencement date will be October 30, 2020. The annual Lease payment shall be due upon Lease commencement and on each Lease commencement anniversary date thereafter. If the Lessee does not exercise commencement of the Lease within the 90-day period after October 30, 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 party.

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, if different from Respondent Print Name

RESPONDENT QUALIFICATIONS AND REFERENCES FORM

(This form to be included in ITO submittal)

MINIMUM QUALIFICATIONS: A minimum of two years of experience managing a vegetation harvest operation(s) 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 vegetation harvest; engaging in decisions of marketing and financial activities such as budget and purchasing, infrastructure and machinery needs and repair, production, safety, hiring, training, evaluating the performance of and supervising workers, or contracts for services to carry out the day-to-day activities of the managed operation.

Qualifying respondent should have vegetation harvest operations management experience including purchasing supplies, equipment and services. Respondent must have a minimum of two-years of actual experience/ responsibilities confirmed by District from the References regardless of their years of other experience.

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 vegetation harvest operation referenced. **Specific lease information including starting and end dates 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 5-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): _____

Vegetation Harvest Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

Other:

2. Reference Name/Business Name:

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Vegetation Harvest Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

Other: _____

3. Reference Name/Business Name:

Contact Person: _____

Address: _____

Phone Number: _____

E-mail Address (mandatory): _____

Vegetation Harvest Operation – Owned or Leased

Begin date of Employment/Lease: _____

End date of Employment/Lease: _____

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 vegetation harvesting 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)

Offers will be opened at 2:00 p.m., on Tuesday, October 27, 2020.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for conducting a Saw Palmetto frond harvesting on a portion of the Lake George Conservation Area property identified in ITO LRS #2073, 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. Any offer received by the District for less than \$6,000.00 per year 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.

Offer for annual Lease Fee: \$_____

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

IRS FORM – W-9
(This form must be included in ITO submittal)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See Instructions.	6 City, state, and ZIP code
7 List account number(s) here (optional)		Requester's name and address (optional)
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>		
Cat. No. 10231X		Form W-9 (Rev. 10-2018)

EXHIBIT “A”
SAW PALMETTO FROND HARVESTING LEASE AGREEMENT

This Saw Palmetto frond harvesting 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 Putnam and Volusia Counties, Florida, known as the Lake George Conservation Area, 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 11,045± acres, as more particularly depicted on Exhibit “A”, attached hereto and made a part hereof (the Property), for conducting Saw Palmetto frond harvesting. 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 Saw Palmetto frond harvesting as a land management maintenance 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 Saw Palmetto frond harvesting. The Lessee shall access the Property from U.S. 17, turn west on County Road 305 (Lake George Road); turn north on McBride Rd, turn west on Joe Pittman Road, 735 Joe Pittman Road, Seville Fl. This Lease does not create any easements in the Property.
2. Term. The term of this Lease is for a period of five years, commencing October 30, 2020 (Lease Commencement Date), and expiring October 29, 2025, 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 (\$_____). 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 13 herein.

(b) The Lease Commencement Date will be October 30, 2020. The annual Lease Fee shall be due and payable on or before the Lease Commencement Date and on each Lease Commencement anniversary date thereafter. If Lessee does not exercise commencement of the Lease within the 90-day period after the Lease Commencement Date, the Lessee will be deemed to be in default, and District is authorized to retain the deposit, and thereafter lease the Property to another party.

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 to be necessary, provided that such use shall not unreasonably interfere with Lessee's use of the Property as authorized herein.

(b) 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. 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.

(c) District, its officers, agents and 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.

(d) 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.

(e) The Property is part of a larger conservation area acquired by District. The District, its officers, agents, employees, contractors and invitees shall have access on, over, across and through the Property provided that such access shall not unreasonably interfere with Lessee's use of the Property as authorized herein.

5. District Requirements.

- (a) Lessee shall obtain and maintain all permits and licenses necessary for its performance under this Lease.
- (b) Lessee shall keep all gates providing access to the harvest area closed and locked in accordance with District specifications when not in use and at the end of each workday. Lessee shall promptly notify the District when a gate has become impaired due to vandalism or other cause. Lessee shall repair or replace at Lessee's own expense any damage to fences, cattle guards, gates, power lines, or other improvements, caused by Lessee.
- (c) A foreman who can communicate effectively in English must be present on District property, within close proximity to workers, at all times during all harvesting activity.
- (d) Lessee is responsible for providing employee training for all functions necessary for harvesting and for providing equipment and materials necessary for harvesting. Lessee shall ensure that only authorized personnel are harvesting within the approved harvest area. A list of names of all authorized personnel, and a description of the vehicle(s) that will be used to access the property, including tag number(s), shall be provided by Lessee to the District's Land Manager, R. H. Davis, at least 10 days prior to conducting any harvesting. Any changes to the original list shall also be provided to the District's Land Manager at least 24 hours prior to those other persons entering the Property for harvesting. Lessee shall email this list and any revisions to rhDavis@sjrwmd.com. Any person found harvesting Saw Palmetto fans within the boundary of the Lake George Conservation Area who is not on the list of authorized personnel may be subject to prosecution under applicable Florida law.
- (e) Lessee and its employees, agents and subcontractors are prohibited from bringing animals, alcohol, and illegal drugs onto the Property.
- (f) Lessee shall provide efficient and effective supervision of the harvesting crew. Lessee agrees that if the District provides Lessee with information that an employee, agent or other person performing harvesting work for or on behalf of Lessee is not abiding by the terms of this Lease or the instructions of the District's Land Manager, Lessee shall immediately escort that person or persons from the Property and shall ensure that such person or persons do not conduct further harvesting activities on the Property.
- (g) Harvesting shall be prohibited during archery season, which generally runs from mid- September through mid-October, and during spring turkey season,

which generally runs from mid-March through mid-April, and during any scouting days for said hunting seasons. Lessee is solely responsible for obtaining the exact dates of the hunting seasons and scouting days as those dates are determined by the Florida Fish and Wildlife Conservation Commission (FWC) and may vary from year to year. Hunting and scouting information can be obtained from the FWC website or by calling FWC.

6. Land Management. Lessee is prohibited from defacing or cutting of live or dead trees, plants or plant materials except for the harvesting of Saw Palmetto fronds as set forth herein. Lessee shall not dump or place any garbage or refuse on the Property. Violations will be subject to a \$500 fine. Lessee shall, at its own expense, maintain all fences, fire lines, access and trail roads and gates used by Lessee, its licensees and invitees, and shall repair any damage caused by Lessee to existing roadways on the Property. At no time shall Lessee's vehicles block or obstruct roads, trails or fire lines on the Property. Upon expiration or termination of this Lease, Lessee shall surrender the Property in "same as found" condition.
 - (a) Endangered Species Act. The District's Land Manager shall inform lessee of species under the Endangered Species Act that lessee may encounter on the Property. In the event that a species listed as threatened or endangered under the Endangered Species Act is discovered in the harvest area during harvest operations, Lessee shall immediately suspend harvest operations on the affected portion of the harvest area and notify the District. The District's Land Manager shall consult with the appropriate regulatory agencies to determine whether harvesting can continue and what restrictions on harvesting may apply. If a determination is made that harvesting may not continue in a particular area, Lessee shall immediately abide by all requirements and restrictions. Lessee agrees that Lessee shall not be entitled to an offset in the Lease Fee in the event such restrictions or requirements are imposed.
 - (b) 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.
 - (c) Private Hunting. This Lease does not authorize private hunting on the Property.
 - (d) 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, agents, contractors, 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, agents, contractors, licensees, and invitees, nor does District assume any duty for the benefit of third parties, including 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 for all liability associated with or related in any manner to its activities under this Lease , including liability for the personal injury or death of any person or persons or the loss of, or damage to, any personal 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 employees, contractors, licensees and invitees, or to other third persons, for damage to personal or other property, or for their death or personal injury as a result of or related in any manner to the activities authorized by this Lease. Lessee is solely liable for any such death, personal injury and/or property damage. 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 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 or related to 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. IRS Form W-9. 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 31st following each lease year. Any cash payments to the District will not be included on Form 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 90 days 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 90 days before an anniversary date of the Lease 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 14 (a), (c), or (d), Lessee shall have up to 10 days in which to remove all of Lessee's personal property and equipment.

Upon termination of the Lease as provided in paragraph 14(b), Lessee shall have 10 days, following District's 90-day written termination notice, in which to remove personal property and equipment.

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. 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 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 or Lessee's agents, invitees, employees, contractors, or other third persons resulting from or related to Lessee's activities on the Property 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(6), 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, the Effective Date hereof shall mean the date when the last of the Lessee or District has executed the same, and that date shall be inserted in the introductory paragraph on the first page hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease 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.

Intentionally left blank; signatures on next two pages.

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

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

Date: _____

ATTEST:

Mary Ellen Winkler
Interim General Counsel

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:

Witnesses:

Print name: _____

Print name: _____

LESSEE:

By: _____

Print name: _____

Title: _____

Date: _____

EXHIBIT "A"

Saw Palmetto Harvesting Lease Area

