



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**C-23/C-24 STA  
KE10E-047  
Amended and Restated  
CATTLE GRAZING LEASE**

**ORIGINAL**

This Cattle Grazing Lease (Lease) is made and entered into by and between the South Florida Water Management District (District), a government entity existing under Chapter 373, Florida Statutes, and Mancil's Tractor Service, Inc. (Lessee). The Effective Date of this Lease and address of the parties are provided below.

**Key Terms**

<b>Lessee:</b>	Mancil's Tractor Service, Inc.	<b>Lease Term &amp; Expiration date:</b>	Six (6) Years July 16, 2024; 11:59 p.m.
<b>Effective Date:</b>	July 17, 2018; 12:00 a.m.	<b>Lease Purpose:</b>	Cattle Grazing
<b>District Property Name</b>	C-23/C-24 Section E	<b>Acres Leased:</b>	1,202.40
<b>County</b>	St. Lucie	<b>Animal Units:</b>	151
<b>Contract Number:</b>	4600003074	<b>Encumbrance ID:</b>	KE10E-047
<b>Send Notices to the Lessee:</b>	Mancil's Tractor Service, Inc. 8530 SW Jayme Way Palm City, FL 34990  Attention: Rick Mancil 772-260-7334 rick@mancils.com	<b>Send Notices to the District:</b>	Dolores Arias, MS 3731 Lease Administrator 561-682-6685 darias@sfwmd.gov With copies to: Jim Laing, MS 5250 Land Manager 561-386-0955 jlaing@sfwmd.gov South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406
<b>Payment Due Date:</b>	July 17 <sup>th</sup> , each year	<b>Send Payment To:</b>	Lease Administrator, MS 3731 South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406
<b>Land Rent Factor:</b>	0.1500 (see Section 7.3)	<b>Security Deposit:</b>	\$47,115.00 for Real Estate Taxes and 1-year Annual Rent (see 140-85(f)) Performance/Surety Bond on file
<b>USDA Report Month</b>	June	<b>Initial Annual Rent:</b>	\$19,406.29
<b>Initial Annual Sales Tax:</b>	Not Applicable	<b>Initial Payment to District:</b>	\$2,806.55 Paid in Full (\$19,406.29 annual rent less \$16,599.74 credit for 2017 NSLWCD 298 taxes)



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### **Background**

- A. The District owns certain real property located in St. Lucie County, Florida, known as C-23/C-24 STA. The specific property is located within the footprint of the Indian River Lagoon - South Project.
- B. The District is not yet ready to begin construction of the project and presently desires to lease the Property under Section 373.093, Florida Statutes, as an interim land management tool until the District is ready to begin the project.
- C. This Lease will meet the District's land management and stewardship goals by: (1) using livestock as a tool in the interim management and security of District lands; (2) requiring Best Management Practices (BMPs) for controlling chemicals (e.g. herbicides, pesticides, pharmaceuticals), pollutants, and nutrients and other source control activities to reduce water quality impacts; and (3) implementing site specific land management requirements; and (4) possibly using on-site water storage to reduce the amount of water undesirably discharged to the coastal estuaries and provide groundwater recharge for water supply and rehydration of drained systems.
- D. The District and Lessee wish to lease the Property for cattle grazing.

### **Terms and Conditions**

#### **1. Key Terms and Background**

The Key Terms identified on page 1 and Background are part of this Lease.

#### **2. Exhibits**

The following Exhibits are attached to and made a part of this Lease:

- A - Legal Description of the Property
- B - Map of the Property
- C - Sample Letter of Credit
- D - Insurance Requirements
- E - Florida Department of Agriculture and Consumer Services (FDACS) Water Quality BMP Checklist
- F - Baseline Inspection Report
- G - Fence and Gate Specifications
- H - Watering Trough Construction Specifications
- I - Performance Evaluation Form
- J - Land Management Objectives
- K - Land Management Requirements



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### **3. Leased Property**

This Lease is for the property legally described in Exhibit A (the Property) located in St. Lucie County, Florida.

### **4. Lease Term**

The Lease Term and Expiration Date is provided in the Key Terms on page 1 of this Lease, unless earlier terminated pursuant to other provisions of this Lease (Lease Term). Each year, District staff will evaluate the Lessee's performance according to the Performance Measures listed in Exhibit I. After the Lease Term, the Governing Board may approve amending the Lease for an additional five (5) years on Project Lands or an additional ten (10) years on Conservation Lands based on District staff's annual performance evaluations and District priorities as determined by the Governing Board.

### **5. Condition of the Property**

#### **5.1 "As Is"**

The Property is leased in its "As Is, Where Is, and With All Faults" condition. Lessee has examined the Property to its complete and total satisfaction and accepts it in its present condition. Lessee has had an adequate opportunity to investigate the land use and zoning of the Property and is satisfied that it can use the Property for Lessee's purposes. The District makes no representations or warranties to Lessee about the title, condition or potential use of the Property.

#### **5.2 Baseline Inspection**

The District will conduct a Baseline Inspection within 90 days of the Executed Date of the Lease to establish the condition of the Property at the start of the Lease. Upon expiration or termination of this Lease, Lessee will return the property to the District in the same or better condition as described in the Baseline Inspection Report – sample attached as Exhibit F.

### **6. Use of the Property**

#### **6.1 Animal Units**

Lessee may maintain up to 151 animal units (A.U.) of beef cattle on the Property and must certify to the District the maximum number of A.U. it is keeping on the Property at the same time Lessee submits its Lease payments. The District may require downward adjustments or allow upward adjustments to the maximum allowed A.U. as provided in Section 7.4 of this Lease. All adjustments must be approved in writing by the District. Yearlings are allowed on the Property as long as the Lessee strictly adheres to the A.U. established for the Property.



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### 6.2 Water Availability

- (A) Lessee must provide water sources that meet the requirements listed in Exhibit E and the FDACS Cow/Calf Manual within ninety (90) days from the Executed Date of this Lease. If Lessee needs additional water sources, Lessee must obtain prior written approval from the District's Land Manager to develop new sources or modify the existing sources.
- (B) If Lessee installs wells and watering troughs they must comply with the Watering Trough Construction Specifications in Exhibit H.
- (C) If required, Lessee must submit a water use permit application (WUP) under Part II of Chapter 373 Florida Statutes to the District within 30 days of the Executed Date of this Lease. Lessee shall provide a copy of the WUP to the District Lease Administrator within 5 days of its issuance.

### 6.3 Fencing/Gates

Lessee must maintain, repair or replace all perimeter fencing and gates needed to contain the cattle and fencing for the protection of water resources at the Lessee's expense in compliance with District standards contained in Exhibit G, Fence and Gate Specifications. The Lessee must maintain a clear perimeter line at least 5 feet on both sides of the fence of any vegetation comprising the integrity of the fence unless otherwise approved by the District's Land Manager. If Lessee wishes to install any other improvements including fences, gates, pastures or cow pens, Lessee must obtain prior approval from the District's Land Manager. If approved, Lessee must install and maintain such improvements at its own expense.

### 6.4 Permitted Activities

Lessee may only use the Property for cattle grazing, activities directly related to the production of beef cattle, and those incidental uses that are approved by the District's Land Manager in writing.

### 6.5 Prohibited Activities

#### (A) No Hunting

Lessee must not hunt, trap, fish or capture any wildlife upon the Property or allow others to do so unless: (1) the Property is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting occurs in compliance with the laws and rules established for that area; (2) Lessee obtains prior written approval from the District's Land Manager; or (3) Lessee obtains a license from the District for hog removal.



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**(B) No Fire**

Lessee shall not at any time set or cause to be set any fire on the Property without a prior written agreement signed by the District's Land Manager. The District may grant or refuse permission for a prescribed burn in its sole discretion.

**(C) No Changes or Improvements**

Lessee must not make any changes or improvements to the Property including but not limited to water management systems, fences, gates, pastures, cow pens, trailers, or any other structures, without the prior written approval from the District's Land Manager. If approved by the District, any changes or improvements made by Lessee will be done at Lessee's sole cost and will become District property. Any improvement or personal property that is left on the Property at the end of this Lease will become the property of the District.

**(D) Grazing Deferments**

Lessee must obtain written approval from the District's Land Manager for any adjustment to the following grazing deferment periods. Lessee must not allow cattle to graze on the Property for at least 90 days after it has been roller chopped and for at least 45 days after a prescribed burn.

### 6.6 Public Use

**(A) Public Use Area**

In addition to the activities authorized under Lease, the Property is not currently managed for public recreational use. The Lessee shall recognize that the Property is public land and therefore, in accordance with District rules concerning public use of District lands found in Chapter 40E-7, F.A.C. may be open at any time for public use which may include, but is not limited to, hiking, hunting administered by the Florida Fish and Wildlife Conservation Commission, fishing, biking, horseback riding, camping, boating, air boating, and canoeing to and from the Property. Lessee must at all times be courteous to the general public and comply with all public use rules.

**(B) Public Use Facilities**

The Property may contain at any time public amenities including, but not limited to, shell rock roads, parking areas, gates, trails, signage, camping facilities, and toilets. These public amenities may change during the term of this Lease. If public use facilities extend through the Property, Lessee shall take all reasonable measures to not to harm public use amenities and trails in carrying out authorized Lease activities.





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### **(C) Release of Liability**

The District is not responsible for any loss of livestock, livestock operation, equipment, improvements or any other property of Lessee resulting from any public use.

## **6.7 Environmental Requirements**

### **(A) Environmental Laws**

Lessee shall operate and occupy the Property in compliance with all Environmental Laws. "Environmental Laws" means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restriction.

### **(B) Exotic Plant Management**

The Lessee may perform exotic plant management on the Property upon approval from the District's Land Manager.

### **(C) Agricultural Chemicals**

Lessee must not apply or allow application of agricultural chemicals including herbicides or pesticides on the Property without prior written approval from the District's Land Manager. If the District approves a request from Lessee, Lessee must, at a minimum: (1) comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by FDACS; and (2) comply with any other conditions of the District's written approval.

### **(D) Fertilizer**

Lessee must not apply or allow application of fertilizer or soil amendments on the Property without the District's prior written approval. This includes biosolids, residuals, and septage. At least thirty (30) days prior to Lessee's desired fertilizer application date, Lessee must submit its request and provide to the District the soil sample analysis including fertilizer and soil amendment recommendations, and proposed nutrient application rates. Proposed phosphorus application rates shall be based on soil and tissue tests and will only be considered if the proposed application rate is at or below maintenance levels in accordance with University of Florida Institute of Food and Agriculture Services (IFAS) recommendations or standard recommendations for nitrogen, as described in SL-129 and other applicable published documents. Only the grazing "Low-Nitrogen Option", non-intensive or minimum fertilization alternatives, as applicable to the specific grass type will be considered. If the District approves fertilizer application, Lessee must, at a minimum comply with the Cow/Calf BMPs for nutrient management under attached Exhibit E, follow the FDACS Vegetable and Agronomic Crop BMP Manual protocols for fertilizer spill containment; provide written fertilizer



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spill prevention and cleanup protocols addressing storage, handling, transfer, and training; and comply with any other conditions of the District's written approval.

**(E) Supplemental Feed**

Lessee must not provide supplemental feed without prior approval from the District's Land Manager. The locations and management of the feeders shall be consistent with Exhibit E.

**(F) Pharmaceuticals**

Lessee must comply with all federal, state, and local laws and regulations when using pharmaceuticals.

**(G) Best Management Practices**

Within 90 days of the Executed Date of this Lease, Lessee shall implement all BMPs identified on the Florida Cow/Calf Water Quality Checklist, attached as Exhibit E to this Lease, as described in the associated FDACS Cow/Calf Manual. Lessee must comply with Exhibit E throughout the term of this Lease. In the event any laws or regulations or any FDACS requirements change during the term of this Lease, Lessee must comply with them.

**(H) Pollutants**

For purposes of this Lease, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by Environmental Laws. "Disposal" shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. The Lessee shall not cause or permit the Disposal of any Pollutants upon the Property or upon any adjacent lands. Lessee shall report any Disposal, whether caused by Lessee or any third party, to the appropriate regulatory agencies as required by law and to the District immediately upon Lessee acquiring knowledge of the Disposal. Lessee shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Property or emanate from the Property to adjacent lands as a result of the use of the Property or surrounding lands by the Lessee. Lessee shall indemnify and hold harmless the District, from and against any and all claims, loss, damage, cost, or liability incurred by District including, but not limited to, reasonable attorney's fees and costs, which arises directly, indirectly, or proximately as a result of the Disposal of any Pollutants which affects the Property or emanates from the Property to adjacent lands during the Lease Term. This responsibility shall continue to be in full force and effect for any such Pollutants as are discovered after the date of termination or expiration of this Lease. While this paragraph establishes contractual liability for the Lessee regarding pollution of the Property, it does not alter or diminish any statutory or common law liability of the Lessee for such pollution.



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**(I) Radon Gas**

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. Lessee assumes all liability that may result due to the presence of radon gas in any structure on the Property.

**(J) Surface Water Management System**

The Lessee shall maintain the surface water management system in accordance with Exhibit "K." The Lessee must obtain prior written approval from the District's Land Manager and Lease Administrator for any proposed changes to the surface water management system. Once approved by both the District's Land Manager and Lease Administrator, then the District and Lessee shall jointly apply for a permit from the State of Florida Department of Environmental Protection authorizing the change.

**(K) Coggins Test**

Lessee must at all times maintain proof of negative Coggins test for all horses Lessee keeps on the Property with the District's Land Manager's prior written approval.





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### **(L) Notice and Remediation**

Within 90 days of delivery of notice from the District to the Lessee ("Remediation Period") that Lessee has caused or allowed any violation of Environmental Laws or any provision of this Section 6.7, Lessee shall, at Lessee's sole cost and expense, perform all assessments, cleanup, remediation, monitoring, and curative actions ("Remediation") of any violation of Environmental Laws, or any provision of this Section 6.7, and remediation of all Pollutants disposed of or otherwise discovered on the Property or emanating from the Property to adjacent lands, and any other damage that has occurred as a result of use or occupation of the Property or surrounding lands by Lessee, its agents, licensees, invitees, subcontractors, or employees during the term of this Lease. In the event Remediation is necessary as required in the previous sentence, then Lessee shall furnish to the District within the Remediation Period written proof from the appropriate local, state, or federal agency with jurisdiction over the Remediation that the Remediation has been satisfactorily completed in full compliance with all Environmental Laws, and that no further liability exists with regard thereto. If the District has obtained an environmental audit, Lessee must provide written proof that the Remediation has been completed as prescribed in the audit.

### **(M) Land Management Objectives**

The Land Management Objectives for this Property are set forth in Exhibit J.

### **(N) Land Management Requirements**

The Land Management Requirements for this Property are set forth in Exhibit K. The Lessee shall implement the Land Management Requirements within Ninety (90) days of the Executed Date of this Lease.

## **6.8 Safety Requirements**

Lessee shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to any person who is on or adjacent to the Property. Lessee shall erect and maintain reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazards as needed and shall immediately notify the District if it erects any safeguards or signs.

## **6.9 Additional Duties of Lessee**

### **(A) Animal Husbandry**

Lessee shall at all times follow all animal husbandry principles and practices applicable to livestock production and to the proper and efficient use of grazing resources.



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### **(B) No Liens**

Lessee shall keep the Property free from any liens, including, but not limited to, mechanic's liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee.

### **(C) Repairs**

Lessee has a general duty to maintain and repair the Property and all associated facilities and improvements including but not limited to: roadways; surface water management systems including swales, ditches, canals, pumps and other structures; all internal and perimeter fencing and gates; cow pens and barns. Lessee shall, at Lessee's expense, maintain and preserve the Property and any and all improvements installed by the District and Lessee in good condition and repair, to the satisfaction of District, and make all necessary repairs to the Property. The District, in its sole discretion, will determine if and when any repairs are necessary. Lessee is responsible for all repairs and maintenance whether caused by acts of Lessee, its agents, employees, customers, guests, licensees, or by reason of governmental regulations, acts of God, casualties, or any other reason.

### **(D) District Access**

- i. The District retains unlimited rights of ingress, egress, and unlimited access to the Property at all times and Lessee shall ensure that the District's access is not restricted. The District will have no liability for the exercise of its right of access. So long as any District officer, agent, or assign is acting within the scope of District business in exercising this unlimited right of access, yet excluding any willful, wanton or grossly negligent act, Lessee will have no claim for damages of any character against the District or any officer, agent, or assign resulting from the District accessing the Property.
- ii. The District may perform water quality monitoring (including equipment installation if needed) or land management activities on the Property including but not limited to prescribed burning on or nearby the Property, construction activities, storing spoil material, spraying of exotic invasive vegetation and periodic land inspections.

### **(E) Government Approvals and Permits**

Lessee shall obtain and maintain all government approvals and permits needed to undertake its cattle operations on the Property including but not limited to permits for installation of water wells, water use, installation of fences, and wetland impacts and shall provide copies of all permits to the District within five (5) days of obtaining each approval or permit.



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### **(F) Holdover Rent**

Consistent with Section 83.06, Florida Statutes, in the event Lessee does not immediately vacate the Property at the end of this Lease, Lessee shall pay holdover rent in the amount of two (2) times the pro-rated monthly amount due. Holdover rent will be calculated on a monthly basis beginning with the expiration date of this Lease. Lessee must pay a full month for any fraction of a month held over.

### **(G) Dispersed Water Storage**

The Lessee may be required to optimize water storage under the District's Dispersed Water Management Program. In the event the District requires water storage within a leased area, the District may adjust the animal units appropriately based on the resulting permanent conditions.

### **(H) Cultural Resources**

- i. If applicable, the District will notify Lessee of any known historic, archeological and cultural resources within the leased area(s) and will designate such areas as a "Sensitive Environmental Area." If so designated, the District may install protection for these resources. Lessee shall preserve these areas during the lease term. The Lessee must not distribute maps or other information describing the locations of these areas except for distribution among the Lessee's staff with a "need to know" technical responsibility for protecting the resources.
- ii. Inadvertent Discoveries: If, during the course of this Lease, the Lessee observes items that may have historic or archeological value, Lessee shall immediately report its observations to the District so that it can determine what, if any, additional action is needed. Examples of historic, archeological and cultural resources include bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidence of agricultural or other human activity, alignments, and constructed features. The Lessee shall cease all activities that may result in destroying these resources and shall prevent its employees from removing or otherwise damaging such resources.



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### **(I) Cost-Share Participation Programs**

Lessee must obtain written approval from the District before it submits an application for any cost share program to implement best management practices. Lessee will assume all responsibility for compliance with the terms of the cost share contract. The District will not be responsible for any obligations under Lessee's contract or pay any of the Lessee's unpaid cost-share. Lessee shall not agree to anything in the contract that is in conflict with the Lease.

### **(J) Notification of Certain Events**

The lessee shall immediately report any incidence of the following to the District

- (1) Fire
- (2) Injury or death
- (3) Vandalism
- (4) Theft
- (5) Poaching and trespassing
- (6) Any hazard, condition or situation that may become a liability to the District or may be damaging to the Premises or improvements on the Premises of the Lessee or injurious to any person

## **7. Rent and Other Payments**

### **7.1 Annual Rent Payment and Due Date**

Lessee shall pay to the District the Annual Rent amount stated in the Key Terms on page 1 of this Lease (the Annual Rent). Lessee shall pay Annual Rent in advance upon the execution of this Lease, and shall make successive payments on or before the Payment Due Date set forth in the Key Terms on page 1 of this Lease.

### **7.2 Sales and Use Taxes**

Lessee shall pay to the District any and all applicable sales and use taxes for each calendar year at the same time and in the same manner as the Annual Rent payments. The District will remit the tax paid by the Lessee to the Florida Department of Revenue. Lessee may obtain an agricultural classification from the county property appraiser providing an exemption from sales taxes and a reduction in property taxes. Lessee is solely responsible for obtaining the exemption. Unless Lessee obtains the applicable sales and use tax exemption from the county property appraiser and provides proof of the exemption to the District, Lessee must pay sales and use taxes to the District. Lessee's failure to pay the sales and use taxes to the District is a default of this Lease.



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### 7.3 Annual Rent Payment

Annual Rent will be calculated and adjusted each year based on the following formula:

$$A \times B \times C \times D = E$$

Where:

- A = U.S. Department of Agriculture (USDA) National Weekly Feeder and Stocker Cattle Summary for the Southeast Region concerning the price quote for steers weighing 500-600 pounds published on the first report published in the preceding month prior to the annual Payment Due Date stated in the Key Terms on page 1 of this Lease.
- B = 5.5 (value based on typical 550 lb. weight for the region divided by 100)
- C = Stocking rate (total Animal Units allowed under the Lease)
- D = Land Rent Factor (amount identified in Key Terms)
- E = Annual Lease Rent Amount

### 7.4 Animal Unit Rent Adjustments

The District may make annual adjustments to the maximum allowable number of animal units (A.U.) based on the quality and quantity of forage, and rainfall amounts and may adjust the Annual Rent accordingly.

#### (A) Definition

One A.U. is defined as one mature cow of 1,000 pounds and a calf of six to nine months of age, or their equivalent. The following table summarizes A.U. Equivalents:

<u>Kind and Classes of Animals</u>	<u>A.U. Equivalent</u>
Cow, dry	1.00
Cow, with calf	1.00
Bull, mature	1.25
Cattle, 9-18 months of age	0.60
Horse, Mature	1.25

#### (B) Reduction in Animal Units

If the District reduces the number of A.U., the Lessee must comply with the reduction within sixty (60) days after receiving notice from the District. Lessee must provide a certification letter with the Annual Rent payment reflecting the changes in A.U.

#### (C) Increase in Animal Units

Lessee may not increase the A.U. unless it obtains written approval from the District.



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### **7.5 Utilities**

Lessee is responsible for the payment of all utilities and service fees and costs, including but not limited to water, cable, sewer, electric, garbage, and trash collection.

## **8. Real Property Taxes**

### **8.1 Payment to County**

Upon execution of this Lease, Lessee shall place the Property on the county property tax rolls and shall provide to the District documentation that it has done so. Lessee shall pay directly to the county tax collector all real property taxes, intangible property taxes, and personal property taxes levied against the Property, as well as all assessments, including but not limited to pending, certified, confirmed and ratified special assessment liens, accrued or levied with respect to the Property of this Lease during the Lease Term. The amount of taxes or assessments will be determined by the county property appraiser. Lessee may obtain an agricultural classification from the county property appraiser providing a reduction in property taxes. Lessee is solely responsible for obtaining the agricultural classification and must pay all taxes levied by the County.

### **8.2 Due Date and Penalty**

Lessee shall pay all property taxes and assessments promptly upon receipt of an assessment notice from the taxing authority but in no event later than February 1<sup>st</sup> each year and shall furnish proof of payment to the District within fifteen (15) days of the payment. Lessee is responsible for any penalty or late fee assessed by the County for Lessee's failure to timely pay these taxes and assessments. Lessee's failure to pay these taxes and assessments on or before February 1<sup>st</sup> in any year is a default of this Lease.

## **9. Payment and Late Fees**

### **9.1 Form of Payment**

Lessee shall make its payments by cashier's check issued by the officer of a bank on the bank's own account on the Payment Due Date provided in Key Terms on page 1 of this Lease. Lessee shall reference the District's Lease Number in its payment, and shall send it to the title and address provided in the Key Terms on page 1 of this Lease.

### **9.2 Late Fees**

Lessee's failure to make timely payments to the District as required under this Lease is a default of this Lease. If any payment due from the Lessee to the District under this Lease is not received by the District within five (5) days after the date due, in addition to all other remedies provided by law or this Lease, the District at its sole option may charge the Lessee either: (1) a late fee equal to five percent (5%) of the amount not paid when due; or (2) interest on the amount not paid when due at the highest rate allowed by law from the date due until the date received by the District.





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### **10. Security Deposit**

#### **10.1 Purpose and Form of Deposit**

On or before the Effective Date of this Lease, Lessee must provide the District with a security deposit as set forth in the Key Terms on page 1 of this Lease. The District may use these funds to return the Property back to the condition that existed prior to the start of the Lease, or for payment of rent, taxes and assessments, or to cure any deficiency of any requirement under the Lease. Lessee may provide the Security Deposit using either: (1) cash, (2) cashier's check, or (3) irrevocable letter of credit meeting the requirements in Section 10.2 of this Lease. The District will hold the Security Deposit in a non-interest bearing account and will return it or the unused balance to Lessee once the District determines that it is not needed for one of the purposes listed in this Section 10.1. If at any time the District in its sole discretion determines that a new Security Deposit is needed or the existing Security Deposit is insufficient to cover any of the requirements of the Lease, the District may require and Lessee shall provide a Letter of Credit or additional funds in the Security Deposit to cover the requirements. Lessee must provide the additional Security Deposit within ten (10) days of receiving notice from the District.

#### **10.2 Letter of Credit**

If a Letter of Credit is used to provide the Security Deposit, Lessee shall ensure that it: (1) contains the language provided in Exhibit C, and (2) is valid and in effect continuously throughout the term of this Lease and until six (6) months after the Lease expires or is terminated.

### **11. Notices**

All notices required under this Lease: (1) must be in writing (including email communications), (2) must be provided to the respective titles and address of each party provided in the Key Terms on page 1 of this Lease, and (3) must include the District's Lease Number and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed, or mailed (airmail if international) by registered or certified mail (postage paid), return receipt requested, or sent by any form of overnight mail. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed if by email; (3) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one day after mailing by any form or overnight mail service. If either party changes the title or address where notices must be provided, it shall promptly notify the other party in writing of the change.

### **12. Lessee's Risk**

#### **12.1 Release of Liability**

The District is not liable for any claims of any sort or nature including damages, losses, fines, penalties, liabilities, expenses, costs and attorneys' fees arising out of or in any way related to



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(1) the condition of the Property, (2) the use of the Property by Lessee, or its agents, employees, contractors, or invitees on the Property, (3) District or public use of the Property, or (4) this Lease.

### **12.2 Indemnification**

Lessee will fully indemnify, hold harmless and defend the District from all claims of any sort and nature, including damages, losses, fines, penalties, liabilities, expenses, costs and attorneys' fees arising from Lessee's conduct or the conduct of its employees, agents, contractors, suppliers, representatives, invitees, or customers, in connection with this Lease, occupation of the Property, and activities occurring with respect to the Property. The District will have its choice of counsel.

### **12.3 Insurance**

Throughout the Term of this Lease Lessee shall maintain insurance coverage for at least the limits and coverage conditions identified in Exhibit D. The coverage required shall extend to all employees, agents, contractors, suppliers, representatives, invitees, or customers of the Lessee. Lessee shall provide a Certificate of Insurance for this coverage to the District indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance must be signed by the insurance carrier's authorized representative and must identify the District as additional insured.

## **13. Termination, Default and Remedies**

### **13.1 Termination by the District for Cause**

The District may immediately terminate this Lease for any of the following reasons: (1) any fraud or misrepresentation by the Lessee regarding the Lease; (2) any unauthorized use of or entry on to the Property by the Lessee; (3) the Lessee commits a crime on or adjacent to the Property, or (4) Lessee's default under this Lease.

### **13.2 Termination by the District for Convenience**

The District may terminate this Lease at any time for convenience by providing at least 180 days prior written notice to Lessee giving due consideration to the calving season if reasonably possible. The District will have no liability for any loss resulting from the termination including, but not limited to, lost profits and consequential damages. In the event of termination for reasons other than the Lessee's default, the District shall return to the Lessee a pro-rata share of any rent paid by Lessee for any unused term of the Lease.

### **13.3 Termination by Lessee**

The Lessee may terminate this Lease at any time for convenience by providing at least 365 days prior written notice to the District.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### **13.4 Default and Notice**

If the Lessee fails to fulfill any of its obligations under this Lease, it is a default of the Lease. In the event of default, the District will provide written notice to Lessee citing the specific nature of the default, after which Lessee must cure the default within 30 days. If the Lessee fails to cure the default within the 30-day period, the District may exercise all rights and remedies provided by law and under this Lease, including applying the Security Deposit and presenting the Letter of Credit to the bank for payment.

## **14. General Provisions**

### **14.1 Compliance with Laws**

The Lessee, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Lease. The District undertakes no duty to ensure such compliance, but will attempt to advise the Lessee, upon request, as to any such laws of which it has present knowledge.

### **14.2 Applicable Laws and Venue**

The laws of the State of Florida shall govern all aspects of this Lease. In the event it is necessary for either party to initiate legal action regarding this Lease, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

### **14.3 No Discrimination**

Lessee and its agents will not discriminate against any person on legally protected bases in any activity under this Lease.

### **14.4 Designated Nationals and Blocked Persons**

The Lessee, by its execution of this Lease, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District is included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The Lessee further understands and accepts that this Lease shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation. The District, in the event of such termination, shall not incur any liability to the Lessee for any work or materials furnished.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### 14.5 Governmental Approvals

Prior to the start of this Lease, Lessee shall obtain all necessary government approvals and permits, including all permits from the District as well as any necessary private authorizations and Lessee shall maintain them throughout the term of this Lease. Within five (5) days of demand by the District to the Lessee, Lessee shall submit to the District copies of all permits and authorizations that Lessee is required to obtain. The District provides no assurance that it will approve any permit application submitted by the Lessee. The District will review any permit applications submitted by Lessee in accordance with the laws and regulations in place at the time the application is submitted in the same manner as such an application would be processed for any other permit applicant. The District's permit review will be independent of the fact the District has entered into this Lease.

### 14.6 E-Verify

Lessee must verify employee authorization to work in the U.S. and certify that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

### 14.7 Lessee's Duties Regarding Public Records

#### (A) Compliance with Florida Laws

Lessee must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Florida Statutes. If Lessee asserts any exemptions to Florida's public records laws, Lessee has the burden of establishing and defending the exemption.

#### (B) Recordkeeping and Public Access

Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Lessee must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the Lessee does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Lessee or keep and maintain public records required by the District to perform the service. If the Lessee transfers all public records to the District upon completion of the Lease, the Lessee shall destroy any duplicate



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Lease, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Lease with the District, Lessee shall provide to the District all electronic records associated with this Lease on electronic media (CD-ROM or USB flash drive).

- (C) IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS [PUBLICRECORDS@SFWMD.GOV](mailto:PUBLICRECORDS@SFWMD.GOV) AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

### **14.8 No Third Party Beneficiaries**

This Lease is solely for the benefit of the Lessee and the District. No person or entity other than the Lessee or the District shall have any rights or privileges under this Lease in any capacity whatsoever, either as third-party beneficiary or otherwise.

### **14.9 Assignment**

Lessee must not assign, sublease, or otherwise transfer any portion of its rights and obligations under this Lease without an amendment to this Lease. The District in its sole discretion may either allow or refuse an assignment, sublease or transfer. Any Assignment or subcontract made by Lessee without the prior written consent of the District shall be void and of no force or effect.

### **14.10 Waiver**

No waiver of any term of this Lease constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

### **14.11 Severability**

If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

### **14.12 Entire Agreement**

This Lease constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### 14.13 Interpretation

Unless the context requires otherwise: The term “include” contemplates “including but not limited to.”

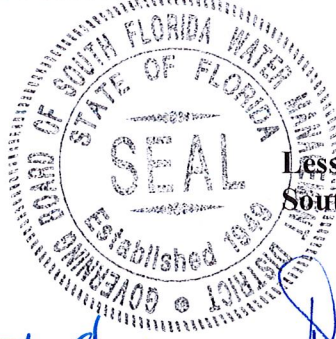
### 14.14 Survival

All provisions of this Lease which by their terms bind either party after the expiration or termination of this Lease including Sections 6.5, 6.7, 12, and 14 shall survive the expiration or termination of this Lease.





SOUTH FLORIDA WATER MANAGEMENT DISTRICT



(Corporate Seal)

Attest:

Secretary

Print Name:

*Rosie Byrd*

*Rosie Byrd*

Lessor:

South Florida Water Management District

*Dorothy A. Bradshaw*  
Dorothy A. Bradshaw, Director  
Administrative Services Division

Date:

*10/26/18*

SFWMD Legal Form Approved

*Thomas R. Sawyer*  
Thomas R. Sawyer

Date:

*10/25/18*



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Lessee:  
Mancil's Tractor Service, Inc.

Witnesses:

Sheryl Kramer

Print Name: SHERYL KRAMER

Myra Smith

Print Name: Myra Smith

[OR if a corporation]

(Corporate Seal)

Attest:

SECRETARY

Print Name: \_\_\_\_\_



(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Martin

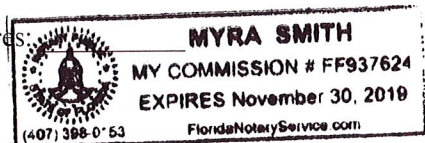
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Don Mancil Jr. of Mancil's Tractor Service, Inc. to me known to be the person described in and who executed the same for the purposes stated therein or who provided \_\_\_\_\_ as identification.

WITNESS my hand and seal this 17 day of October, 2018

Notary Public

Print

My Commission Expires:



**Exhibit "A"**  
**Tract No. KE-10E-047**  
**(Not for Land Transfer)**

The South one-half (S½) of Section 34, Township 35 South, Range 38 East.

**Less and excepting** therefrom the North 45.50 feet of the Southwest one-quarter (SW¼) of said Section 34;

**And Less** the North 51.00 feet of the Southeast one-quarter (SE¼) of said Section 34 for N.S.L.R.W.M.D. Canal No. 72;

**And Less** the South 45.5 feet of the Southwest one-quarter (SW¼) of said Section 34;

**And Less** the South 51.00 feet of the Southeast one-quarter (SE¼) of said Section 34;

**And Less** right-of-way for Sneed Road (State Road 613).

**And Less** and except the legal description described in Official Records Book 505, page 1044.

And

The Northeast one-quarter (NE¼), of the Northeast one-quarter (NE¼); and the Northwest one-quarter (NW¼) and the South three-quarters (¾) of the East one-half (E½) of Section 35, Township 35 South, Range 38 East.

**Less and excepting** therefrom the North 50.50 feet of said Section 35 for N.S.L.R.W.M.D. Canal 70 right-of-way;

**And less** 94.00 feet (being the South 47.00 feet of the North one-half (N½) and the North 47.00 feet of the South one-half (S½) of said Section 35) for N.S.L.R.W.M.D. Canal No. 72;

**and Less** the East 90.60 feet for right-of-ways of Header Canal Road (State Road 609) and Header Canal (N.S.L.R.W.M.D. Canal No. 59).

And

The Northwest one-quarter (NW¼), of the Northeast one-quarter (NE¼) of Section 35, Township 35 South, Range 38 East, St. Lucie County, Florida.

And

The Southwest one-quarter (SW¼) of Section 35, Township 35 South, Range 38 East, St. Lucie County, Florida.

**Less and except** the North 47 feet and the South 49 feet thereof.

Subject to: Easement in Official Records Book 348, page 2596 and re-recorded in Official Records Book 355, page 894, St. Lucie County Florida Public records.

And

The Northeast one-quarter (NE¼) of the Southeast one-quarter (SE¼) and the East 150 feet of the Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼) of Section 26, Township 35 South, Range 38 East, less the South 25 feet of the East 150 feet of the Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼) and less the North 48 feet and the East 90.6 feet thereof.

And

The East three-quarters (¾) of the Southwest one-quarter (SW¼); and the Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼); (Less the East 150.00 feet of said Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼)); and the Southwest one-quarter (SW¼) of the Southeast one-quarter (SE¼); and the Southeast one-quarter (SE¼) of the Southeast one-quarter (SE¼) of Section 26, Township 35 South, Range 38 East.

**Less and excepting** therefrom the North 48.00 feet of the South one-half (S½) of said Section 26 for right-of-way for N.S.L.R.W.M.D. Canal 69;

**And less** the East 90.60 feet of said Section 26 for right-of-ways for Header Canal Road (State Road 609) and Header Canal (N.S.L.R.W.M.D. Canal 59).

And

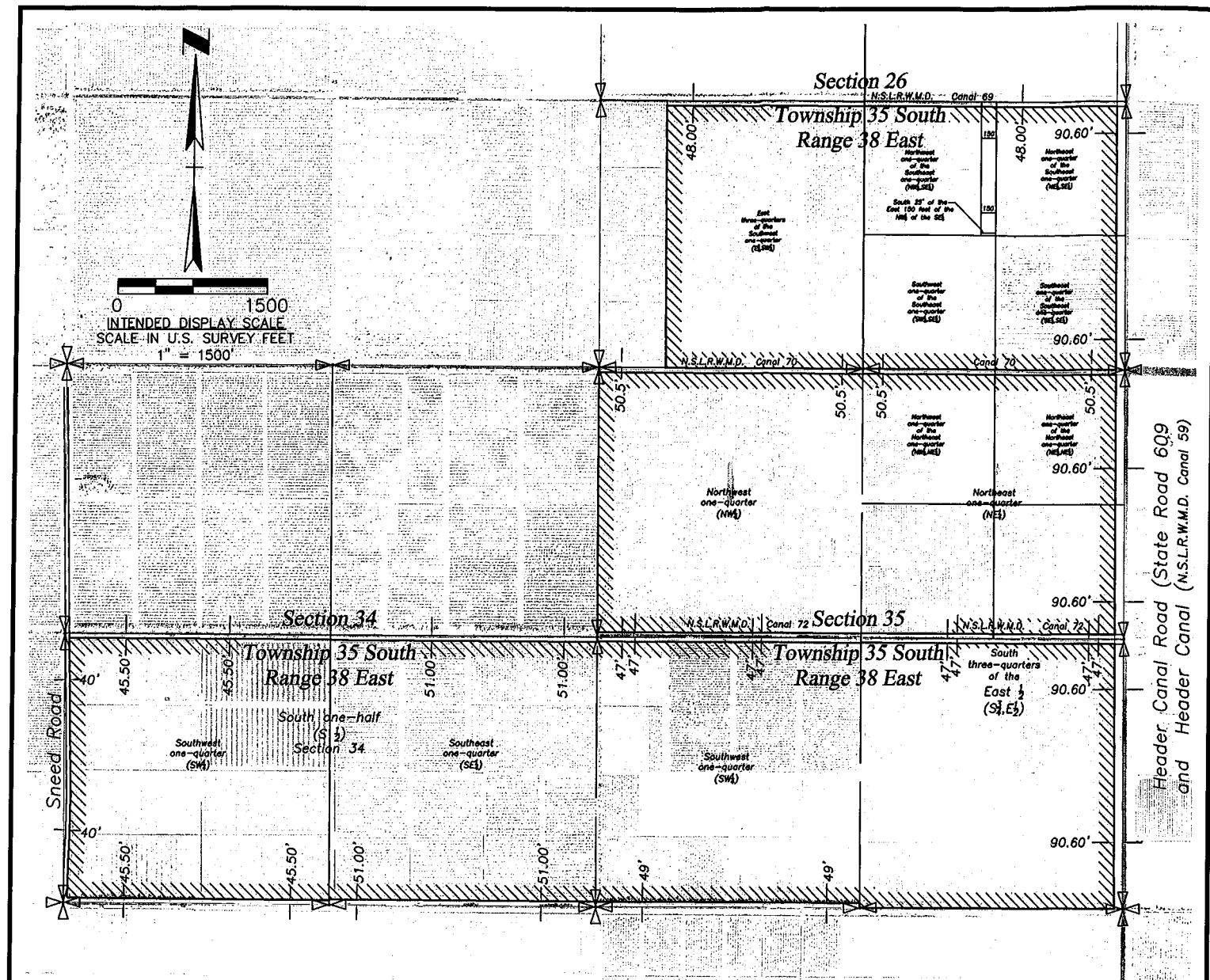
The South 25 feet of the East 150 feet of the Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼) of Section 26, Township 35 South, Range 38 East all in St. Lucie County Florida.

THIS DRAWING DOES NOT REPRESENT A SURVEY  
ST. LUCIE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
INFRASTRUCTURE MANAGEMENT BUREAU  
SURVEY & MAPPING SECTION  
P.O. BOX 24680, 3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

Indian River Lagoon- South  
DESCRIPTION SKETCH  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT;  
TRACT No. KE-10E-047

				DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
DRAWN	CHECKED	DATE	REVISIONS	HE		10JAN14	AS SHOWN	KE10E-047	1 OF 2



# **SURVEYOR'S NOTES:**

1. 2004 Aerial image, illustration purposes only.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description meets the applicable MINIMUM TECHNICAL STANDARDS FOR SURVEYS set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

NO SEARCH OF THE PUBLIC RECORDS has been made by this office.

Date of Signature


*Howard J. Ehmke*

HOWARD J. EHMKE II.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4191

## **ABBREVIATIONS:**


N.S.L.R.W.M.D. = NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT

SFWM = South Florida Water Management District

 = Tract KE10E-047

 = CALCULATED SECTION CORNER

 = SECTION CORNER

 = CALCULATED ONE-QUARTER SECTION CORNER

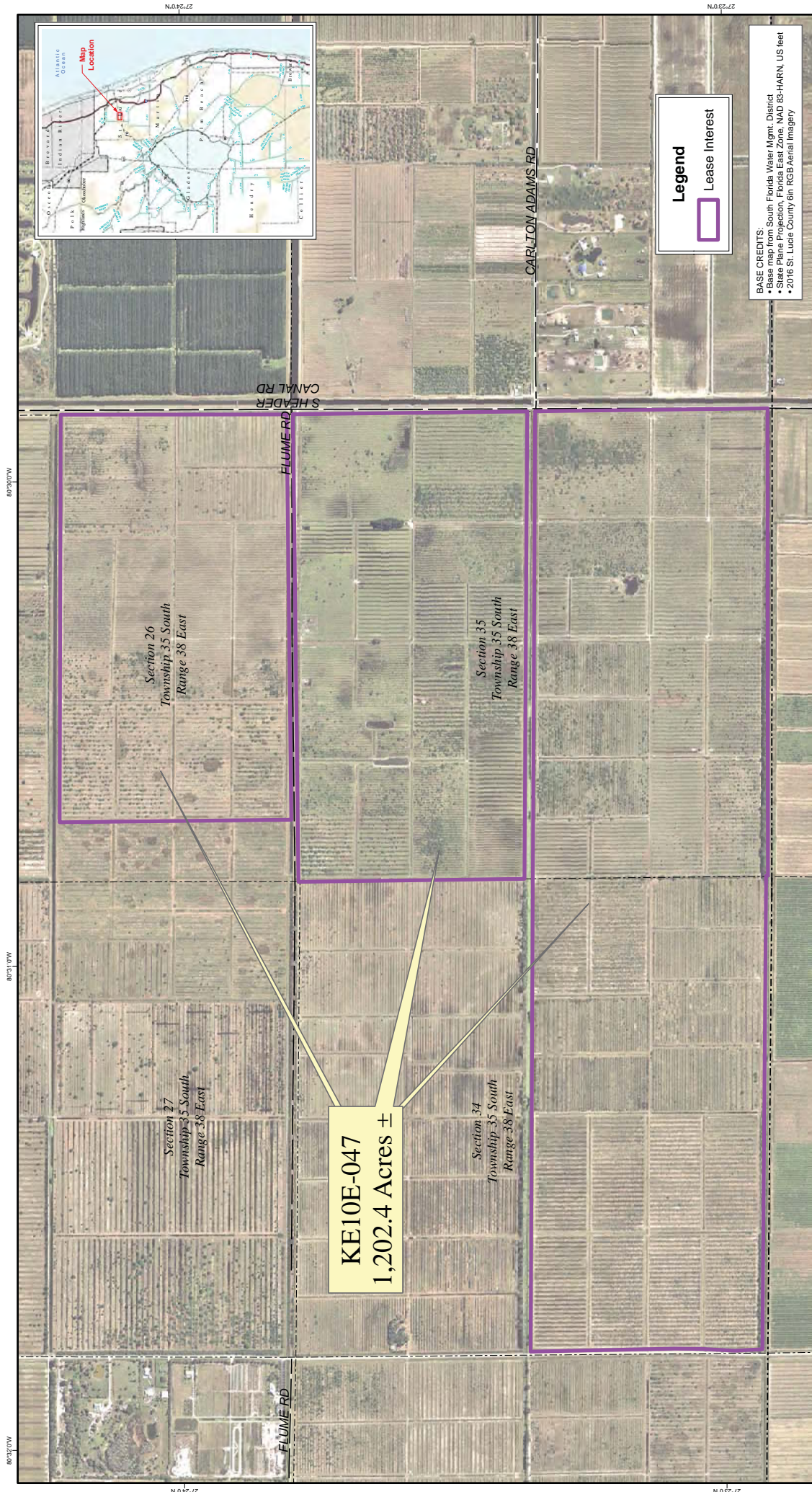
**THIS DRAWING DOES NOT REPRESENT A SURVEY  
ST. LUCIE COUNTY, FLORIDA**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
INFRASTRUCTURE MANAGEMENT BUREAU  
SURVEY & MAPPING SECTION  
P.O. BOX 24680, 3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680**

**Indian River Lagoon- South  
DESCRIPTION SKETCH  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT;  
TRACT No. KE-10E-047**

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE		10JAN14	AS SHOWN	KE10E-047	2 OF 2





80°32'0\"/>

80°31'0\"/>

80°30'0\"/>

27°23'0\" N

27°22'0\" N

Exhibit "B"



**Encumbrance KE10E-047**  
**St. Lucie County, Florida**

**BASE CREDITS:**

- Base map from South Florida Water Mgmt. District, February 2017
- State Plane Projection, Florida East Zone, NAD 83-HARN, US feet
- MiamiDade, 2016\_3IN\_9IN Aerial

South Florida Water Management District  
10000 N.W. 11th Avenue, Suite 100, Fort Lauderdale, FL 33406  
(561) 566-8000, [www.sfwmd.gov](http://www.sfwmd.gov)

**IMPORTANT DISCLAIMERS:**

The planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property.

**Map Date: September 2018**



**IT**  
GEOSPATIAL  
SERVICES

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**Exhibit "C"**  
**IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_, 2018

South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406

Re: Credit No. \_\_\_\_\_

Ladies and Gentlemen:

We hereby establish in your favor, for the account of \_\_\_\_\_ our Irrevocable Standby Letter of Credit (this "Credit") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Funds under this Credit are available to you, in any number of draws, by your sight draft(s) drawn on us identifying the above referenced Credit Number, if presented at our office prior to the expiration of this Credit together with the original of this Credit and the following statement signed by you:

We are drawing under Standby Letter of Credit No. \_\_\_\_\_ because \_\_\_\_\_ is in default under that certain Lease Agreement, dated \_\_\_\_\_ (Lease No.\_\_\_\_, the "Lease"), concerning that certain real property legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), by and between the South Florida Water Management District (the "District"), as the Lessor, and \_\_\_\_\_, as Lessee.

This Credit shall expire upon our receipt from you of written notice that (i) the Lease has expired or been terminated, and (ii) \_\_\_\_\_, or its successors or assigns, have satisfied the requirements of paragraph 13 of the Lease. However, this Letter of Credit will be automatically extended for \_\_\_\_\_ (Insert # of years) additional consecutive one-year periods. Bank agrees to provide a reaffirmation of the Letter of Credit on an annual basis.

Drafts drawn under and in substantial conformity with the terms of this Credit will be duly honored on presentation, if presented on or before the then applicable expiration date of this Credit. If we fail to honor or dishonor any draft within seven (7) business days following its presentation, we shall be precluded from claiming that such draw is not in conformity with the terms of this Credit.

This Credit is transferable by you, either in whole or in part, and is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce - Publication 500.

Very truly yours,

**THIS PAGE IS INTENTIONALLY BLANK**

## EXHIBIT “D”

### INSURANCE REQUIREMENTS

In accordance with Article 12 of this **LEASE**, the information listed in this Exhibit D defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **LEASE**.

**Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers’ compensation. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance.** The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is “per occurrence”, combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Specialist identified on the cover page of this **LEASE** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage.

GENERAL LIABILITY	\$1,000,000
COMPREHENSIVE FORM	
OCCURRENCE FORM	
PREMISES / OPERATIONS	
DELETE XCU EXCLUSION	
PRODUCTS / COMPLETED	
CONTRACTUAL	
INDEPENDENT CONTRACTORS	
BROAD FORM PROPERTY	
PERSONAL INJURY	
BLASTING	
DEMOLITION	
WATERCRAFT	
POLLUTION	
AUTOMOBILE LIABILITY	
ANY AUTO	\$300,000
OWNED	
NON-OWNED	
WORKERS COMPENSATION AND EMPLOYER’S LIABILITY *	
Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

\* A State certification must be presented to document an exemption to the Workers Compensation requirement.




CERTIFICATION OF INSURANCE		<u>Agent/Broker</u>		<u>Insured</u>	
		Name: Address:		Name: Address:	
Carrier Letter I.D.	Type of Coverage	Telephone: EMAIL: FAX:		Telephone: EMAIL: FAX:	
A	<b>General Liability</b> (Place check to the left of the coverage provided)	<b>Agent/Broker Certification:</b> Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. _____ Agent/Broker Signature _____ Date			
	<input type="checkbox"/> Comprehensive Form				
	<input type="checkbox"/> Occurrence form				
	<input type="checkbox"/> Premises Operations				
	<input type="checkbox"/> Delete XCU Exclusion				
	<input type="checkbox"/> Products Completed				
	<input type="checkbox"/> Contractual				
	<input type="checkbox"/> Independent Contractors				
	<input type="checkbox"/> Broad Form Property				
	<input type="checkbox"/> Personal Injury				
	<input type="checkbox"/> Blasting				
	<input type="checkbox"/> Demolition				
<input type="checkbox"/> Watercraft					
<input type="checkbox"/> Pollution					
		<b>Policy Limits</b>	<b>Carrier information</b>		
		<b>Bodily Injury &amp; Property Damage</b>	<b>Company A</b>		
		\$ _____	Name _____		
		<b>Combined Limit</b>	Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
B	<b>Automobile Liability</b>	<b>Bodily Injury &amp; Property Damage</b>	<b>Company B</b>		
	<input type="checkbox"/> Any Auto		Name _____		
	<input type="checkbox"/> Owned		Policy No _____		
	<input type="checkbox"/> Non - Owned		Effective Date _____ Termination date _____		
		<b>Combined Limit</b>	_____ / _____ / _____		
C	<b>Workers' Compensation and Employer's Liability</b>	<b>Statutory Limits</b> \$100,000/Accident \$100,000/\$500,000 Disease	<b>Company C</b>		
			Name _____		
			Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
D	<b>Professional liability</b>	\$ _____	<b>Company D</b>		
			Name _____		
			Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
E	<b>Builder's Risk/Installation Floater</b>	@100% of Value	<b>Company E</b>		
			Name _____		
			Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
F	<b>Aircraft Liability</b>	<b>Bodily injuries &amp; Property Damage</b>	<b>Company F</b>		
		\$ _____	Name _____		
		<b>Combined Limit</b>	Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
G	<b>Environmental Impairment Liability</b>	<b>Bodily injuries &amp; Property Damage</b>	<b>Company G</b>		
		\$ _____	Name _____		
		<b>Combined Limit</b>	Policy No _____		
			Effective Date _____ Termination date _____		
			_____ / _____ / _____		
<b>Certificate Holder:</b>		<b>Additional Insured:</b>		<b>For District Use Only:</b>	
South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		The South Florida Water Management District is named <u>additional insured</u> under the General and Auto liability policies identified herein.		Compliance with Contractual Insurance Requirements reviewed by:	
				Initials _____ Date _____	

# FLORIDA COW/CALF WATER QUALITY BMP CHECKLIST

## Checklist Instructions:

**Note:** Before you fill out this checklist, follow the section on BMP Enrollment and Implementation, which begins on page 3 of this manual. You must read the BMPs in Sections 1.0 - 13.0 before filling out the checklist, in order to know what the practices entail. The checklist summaries are for identification purposes only.



1. Check "In Use" for each BMP that you are currently practicing and will continue to practice. If you have a Conservation Plan, enter the FOTG code number in the "In Use" column for all currently implemented practices contained in the plan that are covered in the checklist, and place a check mark in the column for currently implemented practices not contained in the plan.
2. For the applicable BMPs you do not implement currently but will implement, enter the month and year you plan to implement them in the "Planned" column. Where relevant, enter the FOTG code number and month/year of planned implementation in the "Planned" column. Schedule BMPs to be implemented as soon as practicable. FDACS rule requires that applicable Level I BMPs in the manual be implemented as soon as practicable, but not later than 18 months after submittal of the Notice of Intent (NOI) to Implement. This timeline applies to all practices in a Conservation Plan that are identified under the Level I BMPs in the checklist. If you need additional time to implement the following Level I BMPs, you must justify the time needed in the space provided at the end of the checklist: 2.2 Upland Pond Construction Criteria; 2.3 Other Watering Sources; 5.3 Installation of Water Control Structures; 6.3 Riparian Buffer.
3. If you have a Conservation Plan, make sure you identify in the checklist all applicable BMPs that are in the plan and those that are not in the plan. If the plan contains practices that are not covered in the BMP checklist, list the FOTG code number and the names of those practices in the space provided at the end of the checklist.
4. For BMPs you will not implement, check all of the following that apply under "Will Not Implement":
  - NA = Not Applicable (you do not have a resource concern that requires use of the BMP)
  - TNF = Technically Not Feasible
  - ENF = Economically Not Feasible
  - Other – If you select "Other," please explain your reason in the comments section at the end of the form.
5. Make sure you are aware of and follow the record-keeping requirements. BMP groups that include record keeping are marked by the following pencil icon: 
6. Mail this BMP checklist with your NOI form to FDACS, and keep a copy of both documents in your files. If you have developed a Conservation Plan, submit a copy of the plan along with the NOI and checklist.

BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other

## 1.0 Nutrient Management

### 1.1. Level I - Fertilizer Management

1. Use Mehlich-1 soil test results or equivalent to determine P application rate						
2. Determine supplemental fertilizer needs using appendix 5 worksheet						
3. Use IFAS publication SL-129 to determine fertilization rates						
4. Time fertilizer applications for maximum nutrient uptake						
5. Prevent spreading fertilizer material within 50' of streams, sinkholes, or wetlands						

BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other
<b>1.2. Level I - Residuals or Biosolids Application</b>							
1. Follow FDEP/FDOH regulations for residuals/septage application							
2. Request the Calcium Carbonate Equivalency and nutrient analysis of treated biosolids							
3. Obtain copy of FDEP "Agricultural Use Plan"							
<b>1.3. Level I - Animal Nutrition and Feedstock</b>							
1. Manage supplemental feed to avoid high nutrient loads							
2. Locate confined feeding areas away from sensitive features							
3. Locate mineral and supplemental feed 100' from sensitive features							
<b>1.4. Level I - Animal Waste Management</b>							
1. Manage livestock distribution to reduce waste accumulation							
2. Use concentrated on-site manure sources for fertilizer							
<b>2.0 Alternative Cattle Water Sources</b>		See Comment Attached					
<b>2.1. Level I - Water Needs Inventory</b>							
1. Inventory existing water sources and compare to livestock demand							
2. Review water management district records on regional well water quality data							
<b>2.2. Level I - Upland Pond Construction Criteria</b>							
1. Construct ponds less than 2 acres and locate at least 50' from wetlands, or further based on water management district requirements							
2. Construct cattle access areas with minimum 3:1 slope							
<b>2.3. Level I - Other Watering Sources</b>							
1. Locate troughs/shade to keep cattle from streams or watercourses							
2. Construct troughs/tanks with stable base							
3. Extend pipe at least 100' from waterbody							
<b>3.0 Prescribed Grazing</b>							
<b>3.1. Level I - Prescribed grazing guidelines </b>							
1. Manage forages/pastures to promote plant vigor, prevent erosion and maintain soil moisture							
2. Use rotational grazing or other measures for regrowth							
3. Manage wetlands through flash grazing or exclusion							
<b>3.2. Level II - Comprehensive Prescribed Grazing </b>		See Comment Attached					
1. Develop grazing schedules based on NRCS Code 528							
2. Incorporate cross-fencing in larger pastures							



BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other

#### 4.0 Sediment and Erosion Control Measures

<b>4.1. Level I - General Erosion and Sediment Control Measures</b>		See Comment Attached					
1. Minimize vegetation clearing during construction							
2. Clear land during dry season							
3. Vegetate road banks and disturbed areas within 14 days of construction							
4. Use rock crossings for low flow streams							
5. Manage livestock to prevent erosive trails							
<b>4.2. Level I - Silt Fences</b>							
1. Use silt screens (less than 3 months) for sheet flow							
<b>4.3. Level II - Check Dams</b>		See Comment Attached					
1. Install check dams perpendicular to flow							
<b>4.4. Level II - Sediment Traps</b>		See Comment Attached					
1. Install sediment traps within conveyance system or near cowpens							
2. Retrofit associated sediment trap structures with flashboard risers							
<b>4.5. Level III - Grade Stabilization Structures</b>		See Comment Attached					
1. Clear construction area of debris							
2. Vegetate disturbed areas within 14 days of construction							
3. Fence around structure to exclude livestock							
4. Install structures during the dry season							
5. Follow criteria for fill placement and spreading per this BMP							
6. Prevent damage from overtopping the structure, and divert excess flows							
7. Follow earth embankment side slope specifications per this BMP							
8. Obtain technical assistance as needed							

#### 5.0 Water Resources Management

<b>5.1. Level I - Water Supply</b>							
1. Know quantity/quality of irrigation source							
2. Determine water requirements for forage grasses							
<b>5.2. Level I - Ditch Construction and Maintenance</b>							
1. Follow appropriate grades and plans during ditch excavation							
2. Use appropriate setbacks to avoid hydraulic drawdown impacts to wetlands							
3. Use structural control measures in areas with high water velocity							
4. Control broadleaves to maintain permanent vegetative cover							
5. Remove unconsolidated sediments from ditches		See Comment Attached					

BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other
<b>5.3. Level I - Installation of Water Control Structures</b>		See Comment Attached					
1. If economically feasible, install water control structures to rehydrate wetlands that have offsite flows							
2. Maintain boards in all structures to reduce discharge volume							
<b>5.4. Level I - Grassed Waterways</b>							
1. Install grassed waterways per USDA-NRCS specifications							
<b>6.0 Conservation Buffers</b>							
<b>6.1. Level I - Field Borders</b>		See Comment Attached					
1. Install and <u>maintain</u> field borders at perimeter on new improved pastures							
2. Time planting borders for plant survival and consider using native species							
<b>6.2. Level I - Filter Strips</b>		See Comment Attached					
1. Install filter strip to treat runoff from concentrated livestock areas							
2. Follow filter strip construction criteria in this BMP							
<b>6.3. Level I - Riparian Buffers</b>							
1. Install and <u>maintain</u> riparian buffer if > 1% slope, and follow NRCS criteria							
<b>7.0 Fence Installation</b>							
<b>7.1. Level I - General Fence Installation</b>							
1. Minimize soil and vegetative disturbances while clearing land							
2. Select materials based on purpose and site conditions							
3. Adjust stocking rates or subdivide larger pastures							
4. Stabilize streambanks and provide alternative water sources in improved pastures, or install exclusion fencing							
5. Provide riparian buffer in native or semi-improved pastures that runoff to perennial streams							
<b>7.2. Level I - Fence Installation in Wetlands</b>							
1. Minimize use of mechanical equipment, and limit clearing to 12' on either side of fence							
2. Perform work during the dry season							
<b>7.3. Level II - Livestock Use Exclusion</b>		See Comment Attached					
1. In area regulated by water management district, install exclusion fencing 300' from discharge point							
2. In area not regulated by water management district, install exclusion fencing 500' from discharge point							
3. Install exclusion fencing adjacent to perennial streams where significant erosion occurs							

BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other

## 8.0 High-Intensity Areas

### 8.1. Level I - High-Intensity Area Management See Comment Attached

1. Locate new cowpens 200' from sensitive features; use berm						
2. Direct runoff from high-intensity areas away from sensitive features						

### 8.2. Level II - Design Retrofits See Comment Attached

1. Use aggregate materials to prevent erosion						
2. Treat discharges occurring into sensitive features						

## 9.0 Animal Mortality

### 9.1. Level I - Sanitation and Disease Control Measures

1. Transport carcasses in a sanitary manner						
2. Clean equipment that comes into contact with carcasses						
3. Report dangerous diseases to the state veterinarian (refer to list in this BMP)						

### 9.2. Level I - Disposal

1. Move carcasses to upland areas						
2. Locate burial sites at least 200' from sensitive features and 50' from adjacent property						

### 9.3. Level I - Rendering and Incineration

1. Use a licensed rendering/incinerating facility						
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## 10.0 Wellhead Protection for Drinking Water Wells

### 10.1. Level I - Well Planning and Protection

1. Construct new wells upgradient from likely pollutant sources						
2. Research well permit requirements						
3. Cap or valve free-flowing wells						
4. Keep livestock 75' from potable wells						

### 10.2. Level I - Well Construction and Operation

1. Use a Florida-licensed water well contractor						
2. Follow pad and casing specifications in this BMP						
3. Retrofit existing wells with concrete collar and fence						
4. Use backflow prevention devices at the wellhead						

## 11.0 Wetlands and Springs Protection

### 11.1. Level I - Wetland Protection and Impact Avoidance See Comment Attached

1. Identify wetland or hydric soil types using soil survey						
2. Eliminate or reduce adverse impacts to wetlands						
3. Maintain a 25' vegetative buffer from wetlands, or follow buffers prescribed in your WMD permit						
4. Obtain a USDA-NRCS wetland determination prior to conducting activities in a wetland						

BMP #	BMP Group (See body of manual for full description)	In Use/CP#	Planned	Will not implement (check reason below)			
		Check below/ Enter FOTG #	Enter month/ year	NA	TNF	ENF	Other
<b>11.2. Level I - Water Quality Treatment and Field Discharges</b>							
1. Use pretreatment practices to protect wetlands							
2. Rotate livestock through wetlands at accelerated pace							
3. Use spreader swales or other means to encourage sheetflow							
<b>11.3. Level I - Special Criteria for First and Second Magnitude Springs</b>							
1. Maintain a 100' vegetative buffer around spring features							
2. Use split applications of fertilizers on pasture areas that discharge to spring features							
<b>12.0 Prescribed Burning</b>							
<b>12.1. Level I - Burn Preparation</b>							
1. Develop and implement a burn prescription plan, or use a Certified Prescribed Burn Manager							
2. Obtain burn permit from DOF and heed burning bans							
3. Use burning in conjunction with roller chopping in areas with an abundance of palmettos							
4. Burn only when weather conditions are favorable							
<b>12.2. Level I - Construction of Firelines</b>							
1. Carefully select fireline locations and avoid constructing them in wetlands							
2. Use alternatives to plowed firelines							
3. Construct firelines with the contour to minimize soil erosion							
<b>12.3. Level I - Fire Safety and Control</b>							
1. Have adequate fire equipment and control burn temperature							
2. Ensure fire is completely out before leaving the site							
<b>13.0 Integrated Pest Management and Pharmaceuticals</b>							
<b>13.1. Level I - General IPM Practices</b>		See Comment Attached					
1. Store pesticides in roofed structure with lockable door, at least 100' from surface water							
2. Use appropriate mix/load sites and measures, per this BMP							
3. Practice IPM and use all pesticides in accordance with label							
4. Rinse, recycle, or dispose of empty pesticide containers following all applicable regulations							
<b>13.2. Level I - Pharmaceutical Use and Disposal</b>							
1. Use FDA-approved products, and mix only the amount needed							
2. Follow label and dosing instructions							
3. Dispose of spent needles and unused pharmaceutical products responsibly							

List additional BMPs you are implementing per your conservation plan that are not listed in the above checklist.

FOTG #	Practice Name/Description	In Use/CP #	Planned
		Check Below	Enter mo./yr.

BMP #	Comments: Please enter "other" reasons below for not implementing BMPs.

BMP Group	Justification for additional time to implement specified Level I BMPs
2.2	
2.3	
5.3	
6.3	

### Checklist Comments for FDACS BMPs

BMP #	BMP Group	Comments
2.0	Alternative Cattle Water Sources	Provide alternate water sources and restricted placement at least 100 feet away from the off-site drainage canals to reduce concentrated areas and their potential impact to water quality. Watering sources shall not drain to the off-site drainage system. There shall be at least one watering source provided for each segmented pasture to allow cattle in all parts of the property to have access to an alternate watering source. Water troughs are depicted on the Exhibit K Map and meets this BMP requirement.
3.2, 4.3, 4.4, 4.5, 7.3, 8.2	Prescribed Grazing, Sediment and Erosion Control Measures, Livestock Use Exclusion, Design Retrofits, Berms/Grading	Level II BMPs are not checked on this checklist as instructed by the Advanced Level BMP Needs Assessment.
4.1	General Erosion and Sediment Control Measures	Reduce soil erosion and sediment transport by using stabilization measures and vegetation in swales, canals and ditches throughout the property.
5.2.5	Remove Unconsolidated Sediments from Ditches	Minimize offsite transport of sediment through timely cleaning of ditches and canals that are not identified on the map in Exhibit K as being the responsibility of the District. Scheduling is based on sediment accumulation criteria. Sediments shall be disposed away from canals and ditches. Once accumulated sediment piles have been dried they will be leveled to the grade of the surrounding property. Prevent offsite discharge during sediment cleaning operations. After any ditches or canals have been cleaned (by the Lessee or District), the Lessee shall minimize activities that contribute to sediments and FAV accumulation in ditches and canals.
5.3.2	Maintain Boards in all Structures to Reduce Discharge Volume	The District will implement the water management BMPs on the property.
6.1, 6.2	Field Borders, Filter Strips	Reduce soil erosion and sediment transport by using filter strips or field borders adjacent to ditches and canals. No nutrients shall be applied to the vegetated filter strips.
8.1	High-Intensity Management Area	Cowpens are present and meet this BMP requirement

<b>BMP #</b>	<b>BMP Group</b>	<b>Comments</b>
11.1.4	Wetlands Protection and Impact Avoidance	Coordinate with District Land Manager
13.1.1	General Integrated Pest Management and Pharmaceuticals Practices	On site storage of pesticides will require prior approval by District Land Manager

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# Baseline Inspection Report

**Land Inspector**

PropertyID: \_\_\_\_\_

Project Name: \_\_\_\_\_

Lessee/Property: \_\_\_\_\_

Contract No: \_\_\_\_\_

County: \_\_\_\_\_

Acreage: \_\_\_\_\_

Purpose: \_\_\_\_\_

Status: \_\_\_\_\_

Funding Year: \_\_\_\_\_

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

Inspection Type: \_\_\_\_\_

Inspection Questionnaire

Yes

No

NA

Action  
Required

Comments/Recommendations

Has the land manager performed the leased area walk-through with the new lessee?

☐ Yes ☐ No ☐ NA ☐ Action Required

Is the entire property perimeter fenced? If not, identify the portion remaining unfenced? Is there a new fence and gate plan requirement in place for the new lease?

☐ Yes ☐ No ☐ NA ☐ Action Required

Are there any existing buildings on the property that were inventoried at the baseline (e.g. residences, mobile homes, travel trailers, buildings, barns, sheds, out-houses)? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ Yes ☐ No ☐ NA ☐ Action Required

Are there any pumps on the property? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ Yes ☐ No ☐ NA ☐ Action Required

Are there wells on the property? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ Yes ☐ No ☐ NA ☐ Action Required

Is there any personal property on the premises? If yes, provide exact location (Lat/Long), written documentation and photos representing the condition of each using the Property Asset Form.

☐ Yes ☐ No ☐ NA ☐ Action Required

Is there any evidence of unauthorized mowing, vegetation removal, vegetation maintenance methods and land clearing, dredging or filling activities in wetlands from the previous lessee? If yes, please provide exact location (Lat/Long), written documentation and photographs.

☐ Yes ☐ No ☐ NA ☐ Action Required

Is the leased area free of refuse/garbage/litter? If no, provide exact location (Lat/Long), written documentation and photos representing the condition of each area of concern.

☐ Yes ☐ No ☐ NA ☐ Action Required

Lessee's Acknowledgement and Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **EXHIBIT "G"**

### **South Florida Water Management District's Specifications for 5-Strand Barbed Wire Fence Construction**

#### **Fence Line Clearing:**

1. A fence line clearing devoid of all shrubs, trees, and stumps shall be established sufficient to set posts, erect the new fence, and permit full range of travel for all gates.
2. Any earth disturbed during line clearing shall be returned, as close as possible, to the area's original grade.
3. All removed vegetation shall be properly disposed. Vegetation may be burned on-site with coordination of the District project manager, once all necessary permits have been obtained. If not burned, all vegetation shall be disposed of off-site and evidence of proper disposal shall be provided.

#### **Fence Construction:**

1. A boundary fence with gates shall be constructed to securely contain cattle within the grazing unit. Fence lines shall run as straight as possible. The fence shall be five (5) strand barbed wire spaced equal distance apart starting sixteen (16) inches above the ground up to a height of forty-six 46 inches. All barbed wire shall be stretched completely so that it is springy to the touch before being fastened to the post. Wire shall be fastened and run on the inside of posts.
2. The barbed wire shall be at least class 3, 15.5 gauge high tensile with minimum breaking load 950 lbs. Barbs shall be 15.5 gauge, 4-point double wrap with 5 inch spacing. Barbed wire shall conform to A.S.T.M. A 121 standards.
3. Staples shall be a standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
4. All posts and braces shall be southern pine or other treatable species and shall meet current industry standards for physical quality and wood preservation.
5. Line posts (3 1/2 inch top and 6 1/2 feet long) shall be installed plumb, a maximum of 16 feet apart, and embedded 24 inches in the ground. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.
6. Brace posts (6 inch top and 8 feet long) shall be used in brace assemblies. Brace posts shall be installed plumb and embedded 3 1/2 feet in the ground. A double brace assembly shall be placed at the beginning and end of each fence run and single brace assemblies at 1/4 mile intervals. All corners shall have double brace assemblies on each side. A single brace assembly consists of two brace posts connected at their midpoints with a line post (a single "H") will be installed at 1/4 mile intervals with two strands of #9 slick wire connected diagonally from the top of one post to the bottom of the other post. The connecting line post shall have a support line post to the ground at its midpoint. This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Double brace assemblies shall consist of three brace posts, two connecting line posts, and two support posts (a double "H"). A strand of #9 slick wire shall be fastened at the top of the "pull side" post and run diagonally, on either side of the connecting line post, to the bottom of the other brace post (away from the direction of the pull) This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.

## **EXHIBIT “G”**

### **South Florida Water Management District’s Specifications for 5-Strand Barbed Wire Fence Construction**

#### **Gate Construction and Placement:**

1. Gate locations and sizes shall be determined by the District. Gates shall be set 6” off the ground or as close to that as possible. All gates shall swing level in both directions, shall meet square, and be no more than 6” apart when closed (except as noted below for 4’ gates). Double brace assemblies shall be constructed on either side of all gates.
2. All gates shall be utility-type, galvanized, 6-rail with vertical braces, and constructed of 1-5/8” 20 gauge tube steel with a smooth finish. All gates shall be 50” in height and individual lengths shall depend on District needs. Technical specifications and drawings of gates similar to District requirements can be found at [www.behlencountry.com](http://www.behlencountry.com).
3. Four foot gates shall be hinged to swing to the inside and when closed the leading edge shall extend approximately 4 inches onto the corresponding brace post so that the gate will not swing to the outside. A galvanized metal spring shall be attached to the outside of the gate so that it tightly holds the gate closed but a person can easily open.

## Exhibit "H"

### South Florida Water Management District Watering Trough Construction Specifications

The Lessee must use the following United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Practice Standards, Field Office Technical Guides (FOTG) for watering trough construction:

1. Heavy Use Area Protection (561);
2. Watering Facility (614);
3. Livestock Pipeline (516); and
4. Pumping Plant (533).

The Lessee shall install the cattle watering trough on an upland area of the pasture to keep cattle away from low areas, ditches, stream, rivers or other water bodies. The Lessee shall construct or install the trough in a manner to prevent cattle from damaging the trough and for that purpose may use concrete, steel troughs or protective fencing.

The Lessee shall equip the trough with a water supply overfill stopper valve. The Lessee shall use a common float valve to allow supply water to be turned on and off. The Lessee shall install the water float valve so that it is protected from cattle.

The Lessee shall construct the base of the water trough using crushed rock or reinforced concrete to allow for a stable base. The Lessee shall install the trough pad one foot above the existing grade. The Lessee shall extend the crushed rock a minimum of one (1) foot below grade and extend ten (10) feet around the perimeter of the tank.

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EXHIBIT "I"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

# Cattle Grazing Lease Performance Evaluation

Instructions:

District staff listed below will complete this Performance Evaluation annually for all Cattle Grazing Leases and will provide a copy of it to the Lessee. District staff will review each Metric and Exhibit and add notes supporting the selection of Satisfactory or Unsatisfactory for each item. The Real Estate Leasing Unit will retain a copy in the lease file.

Contract	Lessee	Evaluation Period	<input type="checkbox"/> Annual <input type="checkbox"/> Final
Encumbrance ID	Project and/or Component	County	

PERFORMANCE EVALUATION METRICS	Staff Evaluator	Satisfactory	Unsatisfactory
1. Land Management Requirements (Exhibit "K"): ADD NOTES HERE	Land Manager	<input type="checkbox"/>	<input type="checkbox"/>
2. FDACS Water Quality BMP Checklist (Exhibit "E"): ADD NOTES HERE	Land Manager	<input type="checkbox"/>	<input type="checkbox"/>
3. Property maintenance requirements of lease agreement were met? ADD NOTES HERE	Land Manager	<input type="checkbox"/>	<input type="checkbox"/>
4. Land Management Objectives (Exhibit "J")? ADD NOTES HERE	Land Manager	<input type="checkbox"/>	<input type="checkbox"/>
5. Environmental requirements of lease agreement were met? ADD NOTES HERE	Land Manager	<input type="checkbox"/>	<input type="checkbox"/>
6. Lease payments, taxes/assessments, and reporting requirements were met? a) Lease Payments – ADD NOTES HERE b) Animal Unit Certification – ADD NOTES HERE c) Certificate of Insurance – ADD NOTES HERE d) Security Deposit – ADD NOTES HERE e) Real Estate Taxes – ADD NOTES HERE	Leasing Specialist	<input type="checkbox"/>	<input type="checkbox"/>

Land Manager:	Date	Leasing Specialist:	Date
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Annual Performance Evaluation sent to Lessee: \_\_\_\_\_

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**Exhibit “J”**  
**Land Management Objective**  
**Interim Project Lands**

This property is considered interim project land within the Indian River Lagoon – South, C-23/C-24 Stormwater Treatment Area (referred to herein as the “Project”). As such, the District’s land management efforts are primarily focused on providing site security and maintaining the property in a condition consistent with its intended use for the Project. Secondary management objectives include utilizing the property for agricultural grazing leases as an interim use prior to Project construction. These leases serve as effective interim land management tools. If recreational opportunities exist on the property, then the property may be used for public recreational purposes consistent with the District’s management objectives. Land management functions are performed on the property in a cost-effective manner through the use of District staff or District approved vendors.

The District utilizes a variety of means to secure and protect the natural, historic and aesthetic resources found on the property. These actions include the adoption and enforcement of area regulations and securing the property against unauthorized access through signage, fencing, and gates to ensure that illegal dumping and other unauthorized activities do not take place on the property. To further these efforts, the Lessee will report any illegal activities observed on the property to the District and other proper authorities in a timely manner. The Lessee will also document and report to the District any observed threatened or endangered species, so the District can monitor their presence and protect against disruptive activities. In addition, the Lessee will document and report to the District any archeological sites they may identify on the property. Currently identified archeological sites and any sites identified in the future are to be protected against adverse impacts.

Activities that are compatible with the Project and have the potential to reduce the Project’s cost are encouraged. These activities include, but are not necessarily limited to, vegetation management, water resource management, and soil conservation management. Examples of compatible activities are prescribed grazing, removal of old citrus trees, mowing, erosion control, prevention of stormwater system sedimentation and vegetation overgrowth, structure stabilization, appropriate land surface grading to manage surface water runoff, and minimizing the extent of woody vegetation on the property. Current grazing efforts are targeted towards controlling woody and herbaceous plant growth on the property. Actions that improve interim property benefits but do not increase Project costs or affect the future use of the property for Project purposes, such as pasture renovation, will be considered on a case by case basis.

Prescribed burning is a cost-effective and efficient method to control woody vegetation consistent with the management objectives for the property. The District will conduct prescribed burns on the property as resources allow. The Lessee may conduct prescribed burns on the property provided prior approval is obtained from the District in advance of the planned burn. The District also performs exotic plant control activities on interim project land as budgetary resources allow. If the Lessee desires, at the Lessee's sole cost and expense, to treat exotic or invasive plant species on the property, the District will provide technical expertise to facilitate such efforts.

**Exhibit “K”****Land Management Requirements****Interim Project Lands**

In accordance with section 6.7(M), within 90 days of the Executed Date of this Lease, Lessee shall implement the specific land management practices described below as the Lessee’s responsibility, to assure the leasing activities do not affect the District’s intended use for the land. Land management practices shall be implemented to secure and protect the existing resources on the property and to maintain the property in a condition consistent with its intended use as described in Exhibit J. Lessee does not have to implement items noted as N/A as those practices are not applicable for the specific property.

<b>Item</b>	<b>Land Management Requirement</b>	<b>Implemented By Lessee</b>	<b>Description of Practices to Conserve Soil, Prevent Erosion, and Protect Existing Natural Resources</b>
1	Comprehensive Prescribed Grazing	Yes	Lessee shall prepare a grazing management plan. Lessee shall initiate grazing only after the predominant forages have reached acceptable plant heights, and rotate or remove livestock when grazing results in minimum leaf lengths per NRCS recommendations in Code 528. Plan the rest periods for predominant forages based on the season of the year. For this particular property, incorporate cross-fencing as applicable to subdivide larger pastures so that rotational grazing is more effective. Lessee shall maintain records including grazing management plans, stocking numbers, grazing days, and length of rest periods for each pasture or field.
2	Check Dams	N/A	Lessee shall install check dams in drainage ditches that have defined flow and experience recurring sedimentation problems. Install them downstream from the disturbed area, perpendicular to the direction of flow. These devices can be created using a variety of materials such as rock, rip rap, or sand bags. Space check dams so that the bottom of the upstream dam is the same height as the top of the downstream dam or implement Item 3 below.
3	Sediment Traps	Yes	Lessee shall prevent and remove accumulated sediment from the stormwater conveyance system. The District will be responsible for implementing this requirement for the canals and discharge structures identified on the Exhibit “K” map attached. Lessee shall ensure that where structures do not exist and sediment accumulation is observed within the lateral canals, it is removed. Sediment removal shall be scheduled based on site specific sediment build-up and accumulation criteria. Sediments shall be disposed away from canals and ditches. Prevent offsite discharge during sediment removal operations.

Item	Land Management Requirement	Implemented By Lessee	Description of Practices to Conserve Soil, Prevent Erosion, and Protect Existing Natural Resources
4	Grade Stabilization Structures	N/A	<p>Lessee shall:</p> <ol style="list-style-type: none"> <li>1. Remove all vegetative debris and other objectionable material so that it will not interfere with the construction or proper functioning of the grade stabilization structure.</li> <li>2. Vegetate disturbed areas within 14 days of construction. As an alternative to seeding, use plugs or sprigs for quick cover.</li> <li>3. Fence the area around the structure to exclude livestock, which can cause erosion and sedimentation problems at the structure.</li> <li>4. Install structures during dry conditions, and properly de-water the site beforehand.</li> <li>5. Place fill in horizontal layers, not to exceed four inches in thickness, and compact the fill. Spread or dispose excess fill material in a manner not to interfere with the functioning of the structure.</li> <li>6. Make provisions to prevent damage from flow overtopping the structure, and to divert excess flows away from the structure. On structures with drainage areas of 3 acres or less, overtopping of the structure is permitted only if damage will be minor.</li> <li>7. On pipe island-type or side-inlet drainage structures where the effective height is less than 10 feet and the vertical drop is less than 10 feet from natural ground to normal water level, ensure that earth embankments at or around the structures have side slopes no steeper than 2 horizontal to 1 vertical.</li> <li>8. Contact USDA-NRCS or FDACS for technical assistance and/or structure design guidance.</li> </ol>
5	Livestock Use Exclusion (Restrict Cattle From Waterways)	Yes	<p>Lessee shall restrict cattle from the canals to maintain stabilization of the canal banks at the off-site discharge point. For this particular property, perimeter fencing excludes cattle for within 100 feet of discharge canals. The Lessee shall maintain the exclusion fencing as described in the lease contract section 6.3.</p>
6	Design Retrofits	Yes	<p>Lessee shall utilize ditch bank berms or grade the land surface to direct drainage away from protected resources, control erosion, provide structure stabilization, and manage stormwater runoff. For this particular property, in addition to promoting vegetative cover along ditch banks as required under Exhibit E, Group 4.0 – Sediment and Erosion Control Measures, the land surface along ditch banks shall be graded to divert runoff away from the canal within 100 feet of the off-site discharge point. This area shall be protected from high density cattle congregation to maintain the land surface grading along the canal banks. Feeding areas, watering troughs, shaded areas or covered shelters may create high-intensity areas if they result in cattle confined to the area for extended periods of time. For this particular property, if those conditions exist within 100 feet of the off-site discharge point, Lessee shall, apply aggregate surfaces such as crushed rock or gravel to prevent erosion. Lessee shall maintain records including location maps of site grading/berms, maintenance records, invoices, and other relevant information.</p>

Item	Land Management Requirement	Implemented By Lessee	Description of Practices to Conserve Soil, Prevent Erosion, and Protect Existing Natural Resources
7	Floating Aquatic Vegetation Control	Yes	Lessee shall assist in preventing growth of floating aquatic vegetation (FAV) in canals. The District will be responsible for implementing this requirement for the canals identified on the Exhibit "K" map attached. For this particular property, the Lessee will be responsible for implementing this requirement for the lateral canals that drain to the District-maintained canals. Treating aquatic vegetation by herbicide spraying shall be limited to spot treatment to minimize the easily transportable organic floc material from plant decay being discharged off-site. Lessee shall maintain records including, maintenance records, invoices, and other relevant information.



