

**SUBMIT OFFERS TO:**

**LAND RESOURCES, BUILDING 6  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)  
BROOKSVILLE, FLORIDA 34604-6899  
TELEPHONE: (352) 796-7211; FAX: (352) 754-3494  
Email: [Land@WaterMatters.org](mailto:Land@WaterMatters.org)  
November 4, 2024**

**INFORMATION FOR PROSPECTIVE LESSEES  
REQUEST FOR OFFERS TO LEASE PROPERTY  
GILLEY CREEK NORTH CATTLE LEASE, SWF PARCEL NO. 21-601-120X  
RFO 2501**

**INTRODUCTION**

The District requests offers to lease property for cattle grazing and haying purposes only. Please review the requirements and specifications.

**VOLUNTARY SITE VISIT**

**November 14, 2024**

**Above site visits start at 10:00 a.m. Eastern time  
Gilley Creek North Cattle Lease  
Manatee County**

**IMPORTANT: Site visits for both RFO 2501 and 2502 will occur together. The site visit for Gilley Creek North (RFO 2501) will be first, followed by the Gilley Creek South (RFO 2502)**

**It is recommended that attendees have a 4 x 4 vehicle.**

Location: Access to the lease is on Oak Knoll Road, approximately 1.5 miles east of County Road 675 (Rutland Road). It is approximately nine miles south of Parrish, FL and three miles north of State Road 64.

Coordinates: 27°30'45.5"N 82°17'54.9"W or 27.5126, -82.2985

Google Maps: <https://maps.app.goo.gl/qHqGk6VN2fzRTNcY9>

The District recommends that all interested parties attend the site visit. The purpose of a site visit is to provide interested parties with an opportunity to view the site and present questions to staff.

## PART I – GENERAL CONDITIONS

- 1.1 INTERNET AVAILABILITY.** District Requests for Offers (RFO), changes, delays, addenda, and questions and answers are available for review and download at <https://www.swfwmd.state.fl.us/business/cattle-grazing-land-leasing>. Persons/firms receiving this RFO from the District's Internet website are responsible to recheck the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4702 or 1-800-423-1476 (FL only), ext. 4702; TDD (FL only) 1-800-231-6103; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org).
- 1.3 CORRESPONDENCE.** Unless otherwise notified in writing, correspondence relating to this RFO will be sent to the District at the address set forth in the heading of this RFO, and to the Respondent at the address stated on Attachment 1, Offer Response Form.
- 1.4 QUESTIONS.** All questions should be submitted in writing to [Land@WaterMatters.org](mailto:Land@WaterMatters.org), the address as referenced in Paragraph 1.3, Correspondence, or faxed, followed by a confirmation, to Land Resources at 352-754-3494 for receipt no later than ten (10) working days prior to the offer opening. Inquiries must reference the date of offer opening, and RFO title and number. Respondents are responsible to check the website listed in Paragraph 1.1, Internet Availability for the District's responses to the questions presented.
- 1.5 DEVELOPMENT COST.** Neither the District nor its representative will be liable for any expenses incurred in connection with preparation of an offer prepared in response to this RFO. All offers should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFO.
- 1.6 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFO due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFO issued by the District will be posted to the website identified in Paragraph 1.1, Internet Availability. No interpretation of the meaning of the specifications or other aspects of this RFO, nor correction of any apparent ambiguity, inconsistency or error herein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting this RFO. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of this RFO.
- 1.7 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their offer the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of a lease agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement, or any renewal thereof, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

- 1.8 CANCELLATION/REJECTION OF OFFERS.** The District reserves the right to cancel the RFO prior to offer opening date and time set forth in Paragraph 1.12 and will give notice of cancellation by posting a notice on the District's website. Notice of cancellation or rejection will be posted on the District's website and sent to all Respondents. Acceptance of the offer made by the successful Respondent is subject to District Governing Board approval and no lease agreement shall be formed as a result of this RFO until the Governing Board and successful Respondent (Lessee) execute a lease agreement. Respondents are responsible for all costs associated with the preparation of their offers.
- 1.9 OFFER WITHDRAWAL.** Offers may be withdrawn prior to the date and time set forth in Paragraph 1.12 below if the District receives a signed written request to withdraw an offer from an authorized representative of the Respondent. The District, in its sole discretion, may accept the next highest offer received or reject all offers and re-notice the solicitation.
- 1.10 OFFER SIGNATURE AND FORM.** An authorized representative of the Respondent must manually sign the attached Offer Response Form where indicated and signed in non-erasable ink in the spaces provided. All corrections made to the offer by the Respondent must be initialed. All offers must be submitted complete as outlined in Part III, Offer Response.
- 1.11 REFERENCES.** The Respondent must provide at least three (3) references who can verify qualifications and past performance on projects of similar scope, as may be more specifically described in Attachment 2. The District will contact the references provided to verify the qualifications of the Respondent.
- 1.11.1** Offers must contain documentation demonstrating a minimum of two (2) years of experience in managing a cattle grazing operation of 100 acres or greater. Documentation should include any experience of managing a cattle grazing operation on public lands. The District may request additional documentation if, in its sole discretion, such additional information is necessary to evaluate the ability of the Respondent to perform.
- 1.12 OFFER RECEIPT AND OPENING.** Each offer must be placed in a sealed envelope with “**RFO 2501 Gilley Creek North Cattle Lease, SWF Parcel No. 21-601-120X**” on the face of the envelope. If offers are sent via Express Mail, all documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope. **One (1) signed original** of all documents discussed below within Part III, Offer Response must be received by the District's Land Resources Office (BKV-6-OPS), Building 6, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **December 5, 2024, at 2:00 p.m.** Offers that are incomplete or are not received in a timely manner by this specific office will not be accepted. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge. Offers will be opened immediately after this date and time.
- 1.13 SELECTION.** The District will enter into a lease agreement with the Respondent who has submitted the highest per acre price and has the capability in all respects to fully perform the lease requirements, (hereinafter “successful Respondent”). If there is a tie in per acre price, the offer of the Respondent determined to be the most responsible considering reference responses, years of experience in managing cattle grazing operations on public lands, and any other relevant information as determined by the District, in its sole discretion, will be presented to the District Governing Board for consideration at its meeting on **January 28, 2025**. Please refer to the District's website for the Governing Board meeting information at [www.WaterMatters.org/calendar/meetingfiles](http://www.WaterMatters.org/calendar/meetingfiles). Acceptance of the offer made by the successful Respondent is subject to Governing Board approval and no lease shall be formed or effective as a result of this RFO until the Governing Board and the successful Respondent execute a lease agreement.
- 1.14 ASSIGNMENT OF LEASE.** No offer, after acceptance by the District, shall be assigned by the successful Respondent, without the prior written consent of the District.

- 1.15 EXECUTION OF LEASE.** By submitting an offer, Respondent agrees to all the terms and conditions of this RFO and those included in the Lease Agreement attached as Attachment 3. The terms of the Lease Agreement are non-negotiable. The Lease Agreement must be executed by the successful Respondent prior to its submittal to the District Governing Board for execution on **January 28, 2025**.
- 1.16 LAW COMPLIANCE.** The Respondent will abide by all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFO. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFO.

## **PART II – TERMS AND PROPERTY SPECIFICATIONS**

The following provides fundamental information of the Property and is provided to assist the Respondent in preparing its offer. **PLEASE NOTE: The following provisions are not exhaustive of all the requirements under the Lease Agreement. The Respondent should read the entire Lease Agreement prior to submitting an offer.**

- 2.1 DESCRIPTION.** The lease area consists of approximately 626 acres, with +/- 521 acres of improved pasture. The remainder of the site is comprised of a combination of mesic flatwoods, hammocks, and depressional marshes, totaling 94 acres.
- 2.2 STOCKING RATE.** The estimated maximum stocking rate for the property is 85 animal units. The Lessee may stock any number of animal units below the maximum without adjustment to the annual rent payment. The stocking rate may be increased upon favorable evaluation and written approval by the District. An increase in the Stocking Rate will be effective on the next date rent is following the District's approval of the increase. The amount of rent due will be increased by an amount equal to the increase in the number of Animal Units approved by the District.
- 2.3 TERM OF LEASE.** The term of the lease is five (5) years, commencing on **January 28, 2025**, with an option to request renewal for an additional term of five (5) years.
- 2.4 FENCE AND IMPROVEMENTS.** The majority of the Property's perimeter is fenced. Interior fencing and gates needed to support cattle grazing operations may need to be installed or repaired by the Lessee prior to the placement of cattle on the Property. The Lessee must obtain prior written approval from the District before constructing any additional interior fences on the Property. Unless other type of fencing is approved by the District, new fences will be constructed of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet. All fences remain the property of the District. The cost of construction, installation and maintenance of interior fencing and gates will be the responsibility of the Lessee.
- 2.4.1 Cattle Pens.** The Lessee must maintain the condition of any existing pens. The Lessee is solely responsible for expenses incurred for use, construction or maintenance of cattle pens.
- 2.5 WATER.** Water sources on the Property are the open water areas within the tract. Lessee will be responsible for establishing a dependable water source on the Property if needed. Lessee must obtain all necessary permits and authorizations prior to establishing any water source on the Property. The Lessee is solely responsible for expenses incurred for establishing water sources.

- 2.6 **CONTROL OF TROPICAL SODA APPLE.** The Lessee is solely responsible for maintaining effective control of tropical soda apple using the Best Management Practices established by the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto (Attachment 4).
- 2.7 **FERAL HOGS.** The Lessee shall trap or shoot feral hogs on the Property and maintain a record of all feral hog control activities conducted by Lessee. All hogs trapped on the Property must be euthanized in a humane manner and may not be relocated or released. The Lessee will submit the record of all feral hog control activities annually by October 1.
- 2.8 **HAYING:** Haying is allowed on the Property in accordance with the terms of the lease.

### **PART III - OFFER RESPONSE**

- 3.1 **OFFER RESPONSE.** A cost per acre per year must be proposed by Respondents. The annual rental amount resulting from this RFO is due on **January 28, 2025**, and all future payments will be due on the anniversary date of the lease.

**ATTACHMENT 1**  
**OFFER RESPONSE FORM**  
**FOR**  
**RFO 2501 GILLEY CREEK NORTH CATTLE LEASE, SWF PARCEL NO. 21-601-120X**

The undersigned agrees to lease District-owned land for cattle grazing and haying purposes only in accordance with the terms and conditions of this Request for Offers and the Lease Agreement for the amount of:

\$\_\_\_\_\_ per Acre    X    626 Acres    =    \$\_\_\_\_\_ Total Offer Amount

TOTAL OFFER AMOUNT IN WORDS (Type or Clearly Print):

**ATTACHMENT 1 (Cont.)**

**OFFER RESPONSE FORM  
FOR**

**RFO 2501 GILLEY CREEK NORTH CATTLE LEASE, SWF PARCEL NO. 21-601-120X**

The undersigned Respondent has carefully read this Request for Offers to Lease Property (RFO) and its provisions, terms and conditions covering the management of the Gilley Creek North Cattle Lease and the Lease Agreement, and fully understands the requirements and conditions. Respondent certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting an offer for the same property (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Respondent agrees to be bound by all the terms and conditions of this RFO and the Lease Agreement and certifies that the person signing this offer is authorized to bind the Respondent.

The undersigned Respondent certifies that the Attachment 2, Respondent Qualifications and References, provided is true and correct to the best of his/her knowledge.

The undersigned Respondent has also carefully read any Addenda and Questions and Answers issued for this RFO. (Addenda and Questions and Answers are available at the District's website, <https://www.swfwmd.state.fl.us/business/cattle-grazing-land-leasing>. Each Respondent is responsible for reviewing these documents.)

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Respondent Name (Company Name as Contained on Corporate Seal)

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Mailing Address	City	State	Zip Code
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Physical Address	City	State	Zip Code
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Telephone Number	Fax Number	Email Address
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Authorized Signature	Date	Print/Type Name and Title
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**ATTACHMENT 2**

**RESPONDENT QUALIFICATIONS AND REFERENCES  
FOR**

**RFO 2501 GILLEY CREEK NORTH CATTLE LEASE, SWF PARCEL NO. 21-601-120X**

**A. REFERENCES FOR RESPONDENT:**

Respondent must provide a minimum of three (3) references who can verify Respondent's qualifications and past performance on projects similar in scope and nature to this RFO. References must demonstrate Respondent's experience and expertise in successfully completing projects similar in scope and nature to this RFO. Specific projects must be provided.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Respondent's performance on the specific project performed by the Respondent.

**REFERENCE FORMAT**

1. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Term and Service Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Term and Service Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Term and Service Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT 3  
FOR  
RFO 2501 GILLEY CREEK NORTH CATTLE LEASE, SWF PARCEL NO. 21-601-120X**

AGREEMENT NO. -----

**CATTLE GRAZING LEASE AGREEMENT**

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter called the "LESSOR", and \_\_\_\_\_, having an address of \_\_\_\_\_, Florida \_\_\_\_\_, hereinafter called the "LESSEE."

WITNESSETH:

The LESSOR, for and in consideration of the rents, covenants and agreements hereinafter contained, does hereby lease to the LESSEE, all that certain property located in Manatee County Florida, hereinafter referred to as the "PROPERTY", depicted in Exhibit "A", and described in Exhibit "B" attached hereto, subject to the following terms and conditions:

1. **RENT:** The LESSEE agrees to pay the LESSOR an annual rental amount of (\$\_\_\_\_\_) for 626 acres per year, or at the rate of \$\_\_\_\_\_ per acre per year. The first payment is due upon execution of this Lease and subsequent payments will be due annually on the anniversary of the execution date of this Lease ("Anniversary Date").
2. **TERM:** This Lease will be for a term of five (5) years commencing on the date of execution of this Lease, unless otherwise renewed by the LESSOR pursuant to the terms and conditions set forth in Paragraph 21. If this Lease is renewed then the term will commence on the date of execution by the LESSOR.
3. **USE:** The LESSEE may use the PROPERTY for cattle grazing and haying purposes only.
4. **STOCKING RATE:** An Animal Unit is one (1) bull or one (1) cow with or without one (1) un-weaned calf. The maximum Stocking Rate for the PROPERTY is eighty-five (85) Animal Units. The LESSEE may stock any number of Animal Units at or below the maximum stocking rate stated without an adjustment to the annual rent payment. Upon written request from the LESSEE, the stocking rate may be increased upon a favorable evaluation and written approval by the LESSOR. The LESSOR reserves the right to inspect the condition of the PROPERTY at any time during this Lease and adjust the Stocking Rate due to the PROPERTY being overgrazed based on this inspection and/or forage production analysis. The amount of rent due will be increased or decreased by an amount equal to the percentage change in the number of Animal Units approved by the LESSOR. The change in the Stocking Rate will be effective on the next date rent is due to the LESSOR following the LESSOR'S approval of the increase.
5. **ASSIGNMENT:** The LESSEE may not assign this Lease, or any interest herein, without the prior written approval of the LESSOR. Neither this Lease nor any interest of the LESSEE herein is assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law. Any assignment or change

of control made either in whole or in part without the prior written approval of the LESSOR shall be void and without legal effect. Any purported assignment or change of control in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

6. SUBLEASES: The LESSEE will not sublease the PROPERTY, unless the LESSEE obtains prior written approval of the terms and conditions of the sublease from the LESSOR. Any sublease not approved in writing by the LESSOR will be void and without legal effect. Any purported sublease in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. The LESSOR'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

7. FENCING AND IMPROVEMENTS:

- (a) Unless another type of fencing is approved by the District, new fences will be constructed consisting of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet. All fences remain the property of the LESSOR.
- (b) The LESSEE will maintain all fences and gates in good condition during the term of this Lease. In the event an existing fence on the PROPERTY is damaged or inadequate, the LESSEE shall repair or replace it within fourteen (14) days. Fences that must be repaired or replaced will be constructed in compliance with the criteria established in paragraph 7(a)
- (c) The LESSEE must obtain prior written approval from the LESSOR before constructing any additional interior fences upon the PROPERTY. The LESSEE will maintain in good repair, any existing improvements upon the PROPERTY, e.g. troughs, sheds, and other structures, or any improvements that may be placed upon the PROPERTY during the term of this Lease. The LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR. All permanent improvements will remain the property of the LESSOR, e.g. well(s) for cattle watering purposes.
- (d) The LESSEE must use portable cattle pens or construct pens. The LESSEE is solely responsible for expenses incurred in the use or construction of cattle pens.
- (e) The LESSEE will be responsible for establishing a dependable water source on the PROPERTY if needed by the LESSEE. The LESSEE must obtain all necessary permits and authorizations prior to establishing any water source on the PROPERTY. The LESSEE is solely responsible for expenses incurred for establishing water sources.

8. IDENTIFICATION: All cattle must bear identification, e.g., ear tags, tattoos, brands, etc., readily traceable to the LESSEE before their release on the PROPERTY.

9. HUNTING: With the exception of the activities allowed pursuant to paragraph 11 (c), hunting on the leased property is prohibited.

10. PUBLIC USE: The LESSOR reserves the right to use the PROPERTY, in whole or part, for activities, including but not limited to passive recreation.

11. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

- (a) The LESSEE will conduct all activities in accordance with all applicable rules and regulations. The LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), including the Nutrient Application Record form, established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP). The FDACS-QAWP Water Quality/Quantity Best Management Practices Manual is available from The FDACS-OWAP at:

<https://www.fdacs.gov/Agriculture-Industry/Water/Agricultural-Best-Management-Practices>

or:

FDACS-OAWP  
1203 Governor's Sq. Blvd.  
Suite 200  
Tallahassee. FL 32301

Prior to conducting activities on the PROPERTY, the LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations form, found within the FDACS-QAWP Water Quality/Quantity Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR.

- (b) The LESSOR is required to manage invasive plant species on the PROPERTY consistent with Florida Statutes. The LESSEE shall not impede the LESSOR'S efforts to control invasive species on the PROPERTY. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<https://edis.ifas.ufl.edu/publication/uw097>

The LESSOR will ensure that there is less than five percent (5%) coverage of TSA on the PROPERTY at the time this Lease is executed. The LESSOR and the LESSEE will conduct an inspection of the PROPERTY following execution of this Lease, to document that TSA is under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this Lease for which the LESSOR may either immediately terminate this Lease or treat the PROPERTY. If the LESSOR chooses to treat the PROPERTY, the LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse the LESSOR the full amount of the cost upon the LESSOR'S written

request. The LESSEE'S failure to reimburse the LESSOR within 5 days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. If the LESSEE uses fertilizer, hay, seed or other planting materials on the PROPERTY that originated off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

- (c) The LESSEE shall trap or shoot feral hogs on the PROPERTY and maintain a record of all feral hog control activities conducted by the LESSEE. All hogs trapped on the PROPERTY must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease.

12. PASTURE CONDITIONS: The LESSEE will take appropriate measures to prevent overgrazing and pasture degradation that include, but are not limited to the following:

- (a) The maintenance of existing improved pastures by rotating, fertilizing, mowing, disking, dragging, and removing invasive plant species.
- (b) Fertilizing and liming the improved pastures when practicable, in accordance with the recommendations of the Natural Resource Conservation Service (NRCS).
- (c) The indirect rotation of cattle through the strategic placement and periodic movement of feed troughs, mineral blocks, water troughs, and molasses tanks. The LESSEE must use a rotational grazing system that will prevent overgrazing of any one pasture.
- (d) To ensure that the quality of the improved pasture is maintained or enhanced, the LESSEE agrees to mow, disc, or drag the pastures at least once a year, or more frequently if required.

13. HAYING: Haying is allowed on the PROPERTY. The LESSEE will conduct haying activities in a manner that will not damage or strip the pasture(s) of desirable grasses. During haying operations, the LESSEE will maintain a two-inch stubble height. If the LESSEE purchases hay, seed or other planting materials off-site, the LESSEE agrees to make every practicable effort to ensure that such materials are free of invasive plant species.

14. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE must ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.

15. WORKS OF THE DISTRICT: The LESSOR reserves the right to enter upon the PROPERTY, at such times and places as the LESSOR may deem necessary, for the purposes of inspecting the PROPERTY, or constructing roads, canals or ditches, infrastructure and amenities related to public recreation, or other projects, and for any matter pertaining to water management or land management activities.

16. SALE OF PROPERTY: If the LESSOR sells the PROPERTY during the term of this Lease, the LESSOR, in its sole discretion, may either assign this Lease in whole to the new owner without the LESSEE'S consent, or terminate this Lease upon six (6) months prior written notice to the LESSEE.

17. PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operations are allowed on the PROPERTY.

18. PROTECTION: The LESSEE will regularly inspect the PROPERTY to detect and prevent wildfires, trespasses and vandalism on the PROPERTY. Additionally, the LESSEE will regularly inspect the PROPERTY for downed or damaged fence, open gates and cattle that may have strayed from the PROPERTY. The LESSEE must immediately notify the appropriate governmental agencies and the LESSOR upon the discovery of any wildfire, trespass, or vandalism. The LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the PROPERTY.

19. INDEMNIFICATION: The LESSEE agrees to indemnify and hold harmless the LESSOR and all the LESSOR'S agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the LESSEE, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the LESSEE'S use of the PROPERTY and performance under this Lease. This Paragraph will survive the expiration or termination of this Lease. Nothing contained herein will constitute a waiver of Lessor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

20. LESSOR'S OPTION TO RENEW:

- (a) The LESSOR, at its sole discretion, may offer to renew this Lease for one additional five-year term under such terms and conditions as may be established by the LESSOR. The LESSOR will notify the LESSEE if it intends to offer to renew this Lease in accordance with this Paragraph prior to soliciting offers on the PROPERTY. If the LESSOR does not notify the LESSEE of its intent to offer to renew this Lease, then this Lease will expire at the end of the term.
- (b) Approximately six months prior to the expiration of this Lease, the LESSOR may request competitive offers on the PROPERTY. If the LESSOR requests offers under this subparagraph, this Lease may be renewed for one additional five year term under such terms and conditions as may be established by the LESSOR, if the LESSEE meets the following conditions:
  - The LESSEE submits a responsive offer;
  - If the LESSEE'S offer is not the highest offer received, the LESSEE agrees to exceed the highest offer received during the offer process by five percent (5%);
  - The LESSEE has successfully performed under this Lease;
  - The LESSEE agrees to any modifications to the lease terms and conditions as determined by the LESSOR;
  - The LESSEE accepts the renewal terms and conditions within ten (10) business days from receipt of the LESSOR'S offer to renew by delivering notice of the LESSEE'S acceptance to the LESSOR by hand delivery or certified mail. If by certified mail, date of delivery shall be the date the notice is placed in mail.
  - The LESSEE'S failure to deliver written acceptance of the LESSOR'S offer to renew within the time specified will be deemed a rejection of the terms by the LESSEE.

Upon receipt of the LESSEE'S timely written acceptance of the LESSOR'S offer to renew, the LESSOR and the LESSEE will execute a written amendment to this Lease to record the renewal and conditions thereto, if any.

21. INSURANCE: The LESSEE must maintain during the full term of this Lease, and at its sole expense, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. This Lease will not be effective until the LESSOR has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference this Lease.

- (a) Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability Policy (GC 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Minimum Limits \$1,000,000 per occurrence

- (b) Vehicle liability insurance, including owner, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability Per Person \$100,000  
Bodily Injury Liability Per Occurrence \$300,000  
Property Damage Liability \$100,000

-or-

Combined Single Limit \$500,000

- (c) The LESSOR and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the LESSOR'S interests arising from this Lease.
- (d) The LESSEE must obtain certificates of insurance from any subcontractor otherwise the LESSEE must provide evidence satisfactory to the LESSOR that coverage is afforded to the subcontractor by the LESSEE'S insurance policies.
- (e) The LESSEE must notify the LESSOR in writing of the cancellation or material change to any insurance coverage required by this Paragraph. Such notification must be provided to the LESSOR within five (5) business days of the LESSEE'S notice of such cancellation or change from its insurance carrier.

22. TAXES: If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the PROPERTY, based on the LESSEE'S use of the PROPERTY during the term of this Lease, the LESSEE agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all such taxes assessed or levied on the PROPERTY within thirty (30) days after receiving written notice, the LESSOR may, at its sole option, pay such taxes, liens, or assessments, subject to immediate reimbursement thereof together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the LESSOR. Failure of the LESSEE to pay any taxes or assessments pursuant to this paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

23. MATERIAL BREACH: Each of the following events will constitute a material breach of this Lease by the LESSEE for which the LESSOR may immediately terminate this Lease:

- (a) If the LESSEE transfers this Lease or any of its rights or obligations under this Lease to any other person or entity, except as may be specifically authorized by the terms of this Lease.
- (b) If the LESSEE vacates or abandons the PROPERTY.
- (c) If the LESSEE fails to obtain and carry the required amount of general liability or vehicle insurance or if such insurance should lapse during the term of this Lease.
- (d) If the LESSEE fails to pay the rent.
- (e) If the LESSEE fails to pay any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind which are assessed or levied lawfully on the PROPERTY within thirty (30) days after receiving written notice.
- (f) If the LESSEE fails to reimburse the LESSOR for costs associated with the LESSOR'S treatment of the PROPERTY for TSA pursuant to subparagraph 12. (b).
- (g) If the LESSEE is in noncompliance with any other condition of this Lease and LESSEE fails to remedy such non-compliance within five (5) days after actual notice by the LESSOR, or within ten (10) days of written notice mailed to the LESSEE at the address stated in the introductory paragraph of this Lease.

24. UTILITIES: The LESSEE agrees to pay all deposits and monthly charges for all utility services supplied to the PROPERTY for the benefit of the LESSEE and all costs to repair, replace, clean and maintain connections and service to the PROPERTY.

25. WAIVER: Waiver by the LESSOR of any breach of any term, covenant or condition herein contained will not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

26. TERMINATION: Upon the expiration or termination of this Lease, the LESSEE will vacate the PROPERTY and leave the PROPERTY in the same condition as when the LESSEE took possession.

27. NOTICES: All notices which might be given to the LESSOR or the LESSEE under this Lease will be in writing and by certified mail, to the respective addresses as stated in the introductory Paragraph of this Lease, unless specifically provided otherwise herein.

28. MODIFICATION: This Lease may not be amended except by a formal written amendment signed by the parties. IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

29. VENUE: This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Sumter County, Florida if the action is

commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida.

30. COUNTERPARTS AND AUTHORITY TO SIGN: In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Signature page follows]***



**Southwest Florida Water Management District,  
LESSOR**

Southwest Florida Water Management District,  
a public corporation of the State of Florida

BY: \_\_\_\_\_.  
Chair

Attest: \_\_\_\_\_.  
Secretary

**LESSEE**

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
(Print Name of LESSEE)

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
(Print Name of LESSEE)

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_, as Chairman, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_, as Secretary, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
General Counsel

**LESSEE**

Attest: \_\_\_\_\_

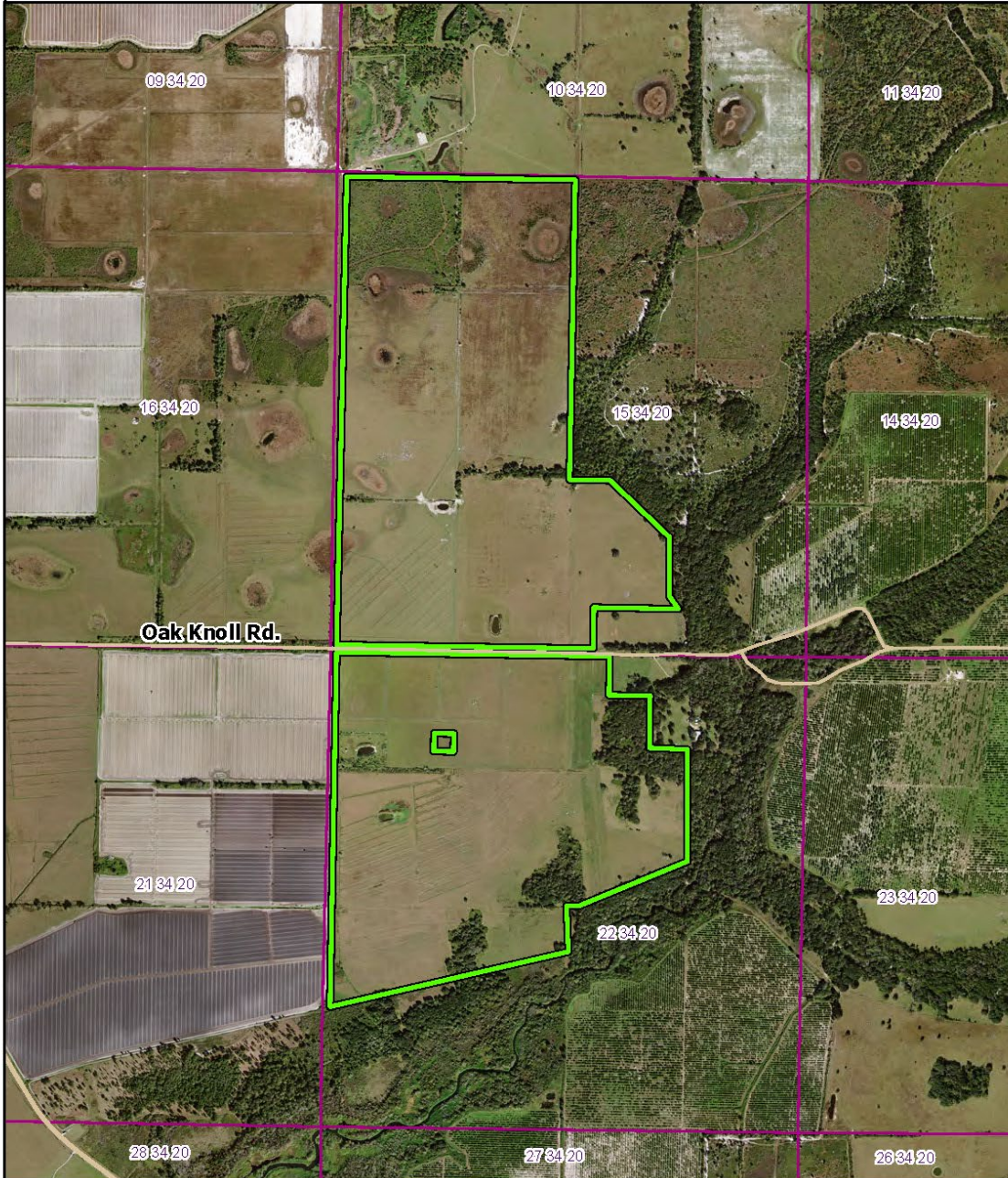
By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)


\_\_\_\_\_  
(Print Name of LESSEE)

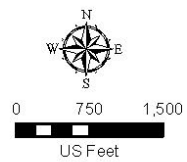
**EXHIBIT "A"**  
**LOCATION MAP**  
**SWF Parcel No. 21-601-120X**

Exhibit "A"  
 Edward Chance Reserve - Gilley Creek Tract  
 Manatee County, Florida  
 Section 15 & 22, Township 34 South, Range 20 East



**Southwest Florida**  
*Water Management District*  
 WaterMatters.org • 1-800-423-1476

 Gilley Creek North Cattle Lease  
 (SWF# 21-601-120X)



## EXHIBIT "B"

Legal Description: 21-601-120X

Revised from, "Cattle lease parcels Rutland Ranch SWF Parcel No. 21-601-110X" (May 25, 2004)

A parcel of land lying and being in Section 15, Township 34 South, Range 20 East, Manatee County, Florida, all of the following described land lying north of Oak Knoll Road, being more particularly described as follows:

Beginning at the northwest corner of said Section 15, Township 34 South, Range 20 East, Manatee County, Florida, Thence along the north line of said section 15, South 89° 13' 32" East, (being the basis of bearing for this description) a distance of 2558.38 feet; Thence departing said north line of said section 15, and along a line that is 84 feet west of and parallel with the east line of Cattle Lease Area 2 as shown on the map "Cattle Lease Parcels Rutland Ranch SWF Parcel No. 21-601-110X", South 01° 08' 07" West, a distance of 3352.74 feet; Thence leaving said parallel line, South 88° 59' 00" East, a distance of 454.30 feet; Thence South 46° 18' 56" East, a distance of 921.14 feet; Thence along a line that is 211.44 feet west of and parallel with the east line of said Cattle Lease Area 2, South 00° 15' 46" West, a distance of 659.13 feet, Thence leaving said parallel line South 35° 57' 42" East, 175.77 feet to the most northeasterly corner of Southwest Florida Water Management District Parcel 21-601-117C; Thence along the north line of said parcel, North 89° 04' 22" West a distance of 946.29 feet to the northwest corner of said parcel; Thence along the west line of said parcel, South 01° 03' 46" West a distance of 458.73 feet, Thence along a line 42 feet north of and parallel with the south line of said section 15, North 89° 08' 30" West a distance of 2870.59 feet to a point of intersection with the west line of section 15, said point being North 1° 14' 01" East, 42.00 feet from southwest corner thereof, Thence along said west line of section 15, North 01° 14' 01" East, a distance of 5233.88 feet to the POINT OF BEGINNING.

Containing 14971722 SQFT or 343.70 Acres More or Less.

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Continued on next page

Legal Description: 21-601-120X (Cattle Lease Area)

Revised from, "Cattle lease parcels Rutland Ranch SWF Parcel No. 21-601-110X" (May 25, 2004)

A parcel of land lying and being in Section 22, Township 34 South, Range 20 East, Manatee County, Florida, all the following described land lying south of Oak Knoll Road, being more particularly described as follows:

Commence at the northwest corner of Section 15, Township 34 South, Range 20 East, Manatee County, Florida, Thence along the west line of said section 15, South 1° 14' 01" West (being the basis of bearing for this description) a distance of 5275.88 feet to the southwest corner of section 15, said corner being also the northwest corner of Section 22, Township 34 South, Range 20 East, Manatee County, Thence along the west line of said section 22, South 1° 02' 24" West, a distance of 42.00 feet for a POINT OF BEGINNING; Thence along a line 42 feet south of and parallel with the north line of said section 22, South 89° 08' 30" East a distance of 3056.91 feet; Thence South 00° 55' 33" West, a distance of 433.24 feet; Thence South 89° 04' 27" East, a distance of 460.00 feet; Thence South 00° 55' 33" West, at a distance of 581.47 feet; Thence South 87° 21' 27" East, a distance of 422.32 feet, Thence South 00° 15' 58" East, 1250.87 feet; Thence South 67° 44' 12" West a distance of 1312.26 feet; Thence North 90° 00' 00" West a distance of 140.00 feet; Thence South 02° 22' 19" East a distance of 513.80 feet; Thence South 77° 02' 40" West a distance of 2736.20 feet to a point of intersection with the west line of said section 22, Township 34 South, Range 20 East, Manatee County; Thence along said west line of section 22, North 1° 02' 24" East, a distance of 3962.76 feet to the POINT OF BEGINNING.

Containing 12329996 SQFT or 283.06 Acres More or Less.

Less the north 200 feet of the south 400 feet of the east 220 feet of the northwest 1/2 of the northwest 1/4 of section 22.

Containing 43998 SQFT or 1.01 Acres More or Less.

Total acreage for cattle lease Parcel 21-601-120X Contains 27257720 SQFT or 625.75 Acres More or Less.

Approved for use by the Survey Section 09 25 2024, W.O. 24-153.

Remainder of this page intentionally left blank.



## ATTACHMENT 4

Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

SS-AGR-130



# Management Practices to Control Tropical Soda Apple<sup>1</sup>

Jeff Mullahey, Pat Hogue, Jason Ferrell, and Brent Sellers<sup>2</sup>

Tropical soda apple (TSA) is a serious weed problem in many pastures throughout Florida. If not controlled, pasture production (yield) declines, resulting in lower stocking rates, lower forage quality, and ultimately, lower ranch profitability. What is the game plan when it comes to controlling TSA?

The University of Florida, Institute of Food and Agricultural Sciences has developed Best Management Practices (BMPs) for ranchers and landowners to control TSA. These BMPs are an integrated approach involving three components: Prevention, Detection, and Control. Each rancher in Florida needs to be practicing these BMPs for three reasons: profitability, sustainability of the beef cattle industry in Florida, and to stop the spread of TSA into other states.

## Prevention

The slogan, "An ounce of prevention is worth a pound of cure" is especially true when it comes to TSA. Prevention means not allowing the movement of TSA onto your ranch. TSA spreads through seed that infest cattle, horses, hay, grass seed, sod, and

contaminated mowing equipment. By not allowing these infected items onto your ranch, you are actively trying to prevent TSA from becoming a costly weed problem. If you buy cattle and don't know where they came from, try to hold them in one pasture for six days before releasing them to other areas. Monitor this pasture for TSA plants and use control practices to remove the plants. If the cattle are infested with TSA seed and you open the gates to other pastures, then you are spreading TSA throughout your ranch. Now you have created a more difficult situation that will require more of your time and money.

## Detection

Detection means knowing how to identify TSA and understanding where you are likely to find it on your ranch. If you want a positive ID of a plant you find in a pasture, take it to your local county Extension livestock agent. The agent will ID the plant and then educate you on the unique characteristics of this plant such as the stickers (0.5-1 inch long), fruit color (watermelon to solid yellow at maturity), large (6-8 inches long; 3-6 inches wide)

1. This document is SS-AGR-130, one of a series of the Agronomy Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Originally published May 2003 as WEC-177. Revised: August 2006. Visit the EDIS Web Site at <http://edis.ifas.ufl.edu>.
2. Jeff Mullahey, professor and center director, West Florida Research and Education Center--Milton, FL; Patrick J. Hogue, Extension agent III M.S. livestock, Okeechobee County; Jason Ferrell, assistant professor, Agronomy Department, Gainesville, FL; Brent Sellers, assistant professor, Range Cattle Research and Education Center--Ona, FL; Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville, FL 32611.

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## ATTACHMENT 4 (Cont.)

Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

lobed leaves, and hairy leaf surface. See EDIS publication SS-AGR-77 *Tropical Soda Apple: a Noxious Weed in Florida* (<http://edis.ifas.ufl.edu/UW097>) for more information.

### Control

Control is more complicated and expensive than prevention and detection. If you have a sparse stand of TSA (small patches of plants scattered throughout a pasture or a low number of individual plants scattered about the pasture) then either you physically remove the plants (dig them with a shovel) or you spray them with a chemical. When the plants have mature fruit, try to remove them by digging and discarding them in a safe location. Herbicides that are effective for spot spraying include Remedy or Forefront mixed at a 0.5% solution, or Milestone at 0.5 to 0.8 oz per 2.5 gal (15 to 20 ml per 2.5 gal). You should consider adding 0.25% non-ionic surfactant and a color marker to the herbicide solution so you know which plants have been treated. It is best to spray the entire plant (all foliage) because complete coverage is important to get maximum control. Monitor the treated area for 1-2 years and re-treat when necessary. Don't allow new plants to produce fruit and seed.

Spraying dense stands (over 50% of the ground cover in a pasture is TSA) will require a broadcast application applied to the entire pasture. This can be accomplished by using Milestone (5 - 7 oz/A) or Forefront (2 - 2.6 pt/A). Another option is to use Remedy at 2 pt/A. However, using Remedy requires mowing in the spring (every 60-80 days) with the herbicide applied in late May to early June. Conversely, Milestone and Forefront will control existing plants and germinating seedlings for over 6 months after application and can be applied any time of year. Additionally, mowing is not required prior to the use of these herbicides.

Regardless of which herbicides are used, it is important to monitor the treated site beginning in the fall season and spot treat all TSA plants in the pasture. Continue the monitoring and spot spraying for a period of 2-3 years. With any herbicide used, read and follow the labeled directions before using the herbicide.

Spot spraying will cost \$2-\$5 per acre per application, compared to a cost of \$25-\$30 per acre for spraying dense stands. Compared to the costs associated with prevention, the costs of controlling TSA are very high. Further, with a return on investment of less than 2%, cattle ranchers cannot afford to spend a lot of money spraying TSA. However, Florida ranchers have to control TSA in order to stop the spread of the TSA to other states. Any restrictions on cattle movement imposed by other states will be an additional cost passed onto the producer.

No one knows better than Florida cattlemen that TSA is a serious pasture weed problem that must be addressed. As part of your game plan to control TSA, each rancher should be practicing Prevention, Detection, and Control. Contact your local county Extension agent for further information about controlling TSA. Each Florida rancher must do his/her part to help control this weed and to stop its spread to other states.

### Further Information

#### EDIS publications:

SS-AGR-50 Tropical Soda Apple (*Solanum viarum*, Dunal) in Florida (<http://edis.ifas.ufl.edu/AG201>)

SS-AGR-77 Tropical Soda Apple: A Noxious Weed in Florida (<http://edis.ifas.ufl.edu/UW097>)

SS-AGR-78 Shipping Cattle, Not Tropical Soda Apple Seed (<http://edis.ifas.ufl.edu/UW187>)

SS-AGR-129 Tropical Soda Apple Control--Sorting Through the Options (<http://edis.ifas.ufl.edu/AG261>)

SS-AGR-131 Tropical Soda Apple Making a Comeback (<http://edis.ifas.ufl.edu/UW189>)

ENY-826 Biology of *Gratiana boliviana*, the First Biocontrol Agent Released to Control Tropical Soda Apple in the USA (<http://edis.ifas.ufl.edu/TN487>)

ENY-824 Classical Biological Control of Tropical Soda Apple in the USA (<http://edis.ifas.ufl.edu/TN457>)

## ATTACHMENT 4 (Cont.)

Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

### Management Practices to Control Tropical Soda Apple

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#### West Florida Research and Education Center:

Tropical Soda Apple (<http://tsa.ifas.ufl.edu/>)

Tropical Soda Apple Best Management  
Practices--

North Florida

(  
[http://tsa.ifas.ufl.edu/00Slides/NorthFlorida/  
index.html](http://tsa.ifas.ufl.edu/00Slides/NorthFlorida/index.html))

South Florida

(  
[http://tsa.ifas.ufl.edu/00Slides/SouthFlorida/  
index.html](http://tsa.ifas.ufl.edu/00Slides/SouthFlorida/index.html))