**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 Ext. 4534; FAX: (352) 754-3494**

**Email:** [**Land@WaterMatters.org**](mailto:Land@WaterMatters.org)

**February 22nd, 2021**

INFORMATION FOR PROSPECTIVE LESSEES

REQUEST FOR OFFERS TO LEASE PROPERTY

CYPRESS CREEK CATTLE LEASE, SWF PARCEL NO. 13-500-397

RFO 2104

INTRODUCTION

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

**VOLUNTARY SITE VISIT**

**Friday, March 5, 2021**

**Above site visits start at 11:00 a.m. Eastern time**

**Cypress Creek Cattle Lease Pasco County**

**Land O’ Lakes, Florida**

**Access to this property is from Ehren Cemetery Road**

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

From Brooksville: Take US 41 south to State Road 52. Take SR 52 east to Ehren Cutoff. Take Ehren Cutoff south 3.5 miles to Ehren Cemetery Road. Turn left (east) on Ehren Cemetery Road and follow to the end.

From Lakeland: Take U.S. Highway 98 north towards Dade City. Merge onto Highway 301 and turn left at the first light (Clinton Avenue). Take Clinton to Prospect Road. Turn right (north) on Prospect. Turn left (west) on State Road 52 and take SR 52 to Ehren Cutoff. Go south on Ehren Cutoff Road 3.5 miles to Ehren Cemetery Road. Follow Ehren Cemetery Road until it ends at the gate.

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

PART I – GENERAL CONDITIONS

1. **INTERNET AVAILABILITY.** District Requests for Offers (RFO), changes, delays, addenda, and questions and answers are available for review and download at 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.
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).
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.
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.
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.
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.
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. **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.
2. **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.
3. **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.
4. **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 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. **OFFER RECEIPT AND OPENING.** Each offer must be placed in a sealed envelope with **“RFO 21-04 Cypress Creek Cattle Lease, SWF Parcel No. 13-500-397”** 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,** and **two (2) copies** 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 **Tuesday, March 16, 2021** at **2:00 p.m.** Offers that 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.
2. **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 **Tuesday,** **April 27, 2021**. 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.
3. **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.
4. **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 **Tuesday, April 27, 2021**.
5. **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.**

1. **DESCRIPTION.** The lease area consists of approximately 967 acres, with +/- 638 acres of grazeable bahiagrass (*Paspalum notatum*) pasture and sparse pines. Scattered throughout the site are numerous areas of mesic oak/hardwood hammocks which occupy approximately 94 acres and approximately 235 acres of open water areas that have woody/ herbaceous wetland fringe habitat.
2. **STOCKING RATE.** The estimated maximum stocking rate for the property is 100 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.
3. **TERM OF LEASE.** The term of the lease is five (5) years, commencing on **April 27, 2021**, with an option to request renewal for an additional term of five (5) years.
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.
   1. **2.4.1** **Cattle Pens.** There are cattle pens on the Property. The Lessee must maintain the condition of these pens. The Lessee is solely responsible for expenses incurred for use, construction or maintenance of cattle pens.
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.
6. **PRESCRIBED BURNS.** The Lessee may be responsible for planning and conducting prescribed burns on the Property in accordance with the terms of the lease.
7. **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 5).
8. **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.
9. **HAYING:** Haying is allowed on the Property in accordance with the terms of the lease.

**PART III - OFFER RESPONSE**

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 **April 27, 2021**, and all future payments will be due on the anniversary date of the lease.

**ATTACHMENT 1**

**OFFER RESPONSE FORM**

**FOR**

**RFO 2104 CYPRESS CREEK CATTLE LEASE, SWF PARCEL NO. 13-500-397**

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     967 Acres     =     $\_\_\_\_\_\_\_\_\_\_\_\_\_\_Total Offer Amount

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

**ATTACHMENT 1 (Cont.)**

**OFFER RESPONSE FORM**

**FOR**

**RFO 2104 CYPRESS CREEK CATTLE LEASE, SWF PARCEL NO. 13-500-397**

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 Cypress Creek 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, www.swfwmd.state.fl.us/business/cattle-grazing-land-leasing. Each Respondent is responsible for reviewing these documents.)

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

Respondent Name (Company Name as Contained on Corporate Seal)

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

Mailing Address City State Zip Code

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

Physical Address City State Zip Code

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

Telephone Number Fax Number Email Address

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

Authorized Signature Date Print/Type Name and Title

**ATTACHMENT 2**

**RESPONDENT QUALIFICATIONS AND REFERENCES**

**FOR**

**RFO 2104 CYPRESS CREEK CATTLE LEASE, SWF PARCEL NO. 13-500-397**

1. 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 2104 CYPRESS CREEK CATTLE LEASE, SWF PARCEL NO. 13-500-397**

AGREEMENT NO. 13-500-397X

**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 Pasco 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 967 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 100 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. PRESCRIBED BURNS:

(a) The LESSEE may be responsible for planning and conducting prescribed burns on the PROPERTY. All burning on the PROPERTY must be conducted in accordance with Section 590.125, Florida Statutes (F.S.). As required by subsection 590.125(3)(b), F.S., a certified prescribed burn manager must be on site with a copy of the prescription from the time of ignition until the burn is completed. Prescribed burns conducted on the PROPERTY by the LESSEE that are not in compliance with the conditions described herein, will be considered a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

(b) The LESSEE may not conduct a prescribed burn on the PROPERTY or any part thereof without first submitting a written burn plan to the LESSOR that contains all pertinent information, i.e., area to be burned, season of burn, frequency of burns, etc., in a format approved by the LESSOR, for review and approval by October 1 of each year of this Lease. The LESSEE must obtain authorization from the Florida Forest Service of the Department of Agriculture and Consumer Services and the County, if applicable, prior to conducting a prescribed burn on the PROPERTY. The LESSEE'S responsibility to conduct prescribed burns on the PROPERTY will not prevent the LESSOR from conducting prescribed burns on the PROPERTY when necessary for other land management purposes.

(c) The LESSEE agrees to indemnify, defend and hold harmless the LESSOR, its officers, agents and employees from any and all damage or injury that may be caused by fire or smoke resulting from burning conducted on the PROPERTY by the LESSEE. Pursuant to subsection 590.125(3)(c), F.S., no property owner or his or her agent is liable pursuant to Section 590.13, F.S., for damage or injury caused by the fire or resulting smoke for burns conducted in accordance with subsection 590.125(3)(b), F.S., unless gross negligence is proven. Any and all damages to the PROPERTY or improvements to the PROPERTY caused by fire or smoke resulting from burning conducted on the PROPERTY by the LESSEE must be repaired by the LESSEE at its sole expense. This Paragraph shall survive the expiration or termination of this Lease.

(d) The LESSEE will disc the existing firelanes identified on Exhibit “C,” at least annually and more frequently if necessary, to protect the PROPERTY from damage or destruction by wildfires and to ensure that prescribed burns are conducted safely. Discing must be completed between December and March of each year of this Lease. Firelanes will be maintained at a maximum width of twelve (12) feet. The LESSEE may not create any new firelanes without the prior written approval of the LESSOR.

8. FENCING AND IMPROVEMENTS:

(a) Unless another 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 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 will take immediate action to repair it. Fences that must be repaired or replaced will be constructed in the same manner as new fences.

(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 maintain the existing cattle pens in good condition during the term of this lease. The LESSEE is solely responsible for expenses incurred for use, maintenance 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.

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

10. HUNTING: With the exception of the activities allowed pursuant to paragraph 12 (c), hunting on the leased property is prohibited.

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

12. 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:

1. 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/ezs3download/download/25408/516287/Bmp\_FloridaCowCalf2008.pdf

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:

http://edis.ifas.ufl.edu/uw097

The LESSOR will ensure that there is less than 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.

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

1. The maintenance of existing improved pastures by rotating, fertilizing, mowing, discing, dragging, and removing invasive plant species.
2. Fertilizing and liming the improved pastures when practicable, in accordance with the recommendations of the Natural Resource Conservation Service (NRCS).
3. 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.
4. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 (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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

**Southwest Florida Water Management District,**

**LESSOR**

Southwest Florida Water Management District,

a public corporation of the State of Florida

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

Kelly Rice, Chairman

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

Rebecca Smith, Secretary

**LESSEE**

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

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

(Print Name of Witness)

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

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

(Print Name of Witness)

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by

KELLY RICE, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rebecca Smith , 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by

Rebecca Smith, 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

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

Karen West, General Counsel

**LESSEE**

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

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

(Print Name of Witness) (Print Name of LESSEE)

**EXHIBIT “A”**



**EXHIBIT “B”**

Legal Description Parcel 13-500-397 (Cypress Creek Parcel 2-1)

A portion of Sections 31 and 32, Township 25 South, Range 19 East AND a portion of Sections 5 and 6, Township 26 South, Range 19 East, Pasco County, Florida, ALL being more particularly described as follows:

BEGIN at the Northeast corner of said Section 31, said point also being the Northwest corner of said Section 32; thence S.00°05'46"W., 1523.60 feet along the Easterly boundary line of said Section 31 and the Westerly boundary line of said Section 32 to the Southwest corner of the property described in Official Records Book 9655, Page 2294 of the Public Records of Pasco County, Florida; thence along the Southerly boundary line of said property described in Official Records Book 9655, Page 2294, the following three courses: S.89°38'43"E., 1099.47 feet; thence S.89°52'13"E., 444.44 feet; thence N.89°59'35"E., 371.18 feet to the Westerly boundary line of the properties described in Official Records Book 1981, Page 212, Official Records Book 1998, Page 865, and Official Records Book 2002, Page 641, of the Public Records of Pasco County, Florida; thence along said Westerly boundary lines the following twenty-one courses: S.20°06'27"W., 744.38 feet; thence S.27°06'41"W., 903.77 feet; thence S.09°00'52"E., 882.46 feet; thence S.11°39'55"W., 1324.28 feet; thence N.89°57'55"W., 934.24 feet; thence N.06°17'22"W., 337.52 feet; thence N.04°20'53"W., 212.18 feet; thence N.44°33'20"W., 163.90 feet; thence S.45°26'40"W., 31.89 feet to the boundary line of the Ehren Cemetery property described in Official Records Book 9127, Page 1330, of the Public Records of Pasco County, Florida; thence along said boundary line of Ehren Cemetery the following five courses: N.45°17'03"W., 38.65 feet; thence S.20°41'28"W., 163.90 feet; thence S.02°07'10"E., 201.76 feet; thence N.83°43'43"E., 76.89 feet; thence N.85°58'25"E., 122.65 feet to the Westerly boundary lines of properties described in Official Records Book 1981, Page 212, Official Records Book 1998, Page 865, and Official Records Book 2002, Page 641; thence S.06°44'10"E., 418.85 feet; thence S.89°50'52"E., 17.86 feet; thence S.00°45'12"W., 710.00 feet along the Easterly boundary line of said Section 6; thence N.37°48'29"E., 445.47 feet; thence S.89°48'12"E., 1144.76 feet; thence S.27°01'49"E., 720.34 feet; thence S.30°35'59"E., 229.45 feet; thence S.00°44'41"E., 1283.14 feet; thence S.05°54'22"W., 513.77 feet; thence S.05°00'53"E., 400.52 feet; thence S.35°48'23"W., 261.14 feet; thence S.60°17'10"W., 1672.92 feet to the boundary line of the property described in said Official Records Book 9127, Page 1330; thence along said boundary line of the property described in Official Records Book 9127, Page 1330, the following two courses: N.30°51'58"W., 827.47 feet; thence S.59°08'21"W., 724.53 feet to the Northeasterly right-of-way line of PARKWAY BOULEVARD; thence along the North and Northeasterly right-of-way line of said PARKWAY BOULEVARD, the following four courses and four curves: N.24°40'07"W., 843.80 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 1000.00 feet; thence Northwesterly, 361.43 feet along said curve through a central angle of 20°42'31" (chord bears N.35°01'51"W., 359.47 feet); thence N.45°22'47"W., 707.46 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 1100.25 feet; thence Northwesterly, 1281.89 feet along said curve through a central angle of 66°45'18" (chord bears N.78°46'09"W., 1210.61 feet); thence S.67°50'54"W., 1013.19 feet to the beginning of a curve concave to the Northwest having a radius of 550.00 feet; thence Southwesterly, 315.87 feet along said curve through a central angle of 32°54'19" (chord bears S.84°18'03"W., 311.54 feet); thence N.79°14'47"W., 259.71 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 41.50 feet; thence Northwesterly, 30.87 feet along said curve through a central angle of 42°37'26" (chord bears N.57°40'14"W., 30.17 feet) to the Easterly right-of-way line of COUNTY ROAD 583 (EHREN CUTOFF); thence along said right-of-way line the following six courses and three curves: N.09°26'27"E., 30.39 feet; thence N.06°32'22"E., 594.84 feet; thence N.09°51'09"E., 419.78 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 791.35 feet; thence Northwesterly, 496.27 feet along said curve through a central angle of 35°55'53" (chord bears N.08°21'17"W., 488.18 feet); thence N.26°18'51"W., 82.42 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 818.65 feet; thence Northwesterly, 476.62 feet along said curve through a central angle of 33°21'28" (chord bears N.09°38'50"W., 469.92 feet); thence N.07°01'54"E., 612.99 feet; thence N.07°01'54"E., 2318.45 feet to the beginning of a curve concave to the Southeast having a radius of 349.44 feet; thence Northeasterly, 295.64 feet along said curve through a central angle of 48°28'30" (chord bears N.31°16'09"E., 286.90 feet) to the Southeasterly abandoned railroad right-of-way line as described in Official Records Book 9127, Page 1330, of the Public Records of Pasco County, Florida; thence along said Southeasterly right-of-way line the following three courses and two curves: N.58°27'57"E., 1040.62 feet to the beginning of a non-tangent curve concave to the Northwest having a radius of 593.57 feet; thence Northeasterly, 294.33 feet along said curve through a central angle of 28°24'39" (chord bears N.44°17'54"E., 291.32 feet); thence N.30°05'35"E., 513.04 feet to the beginning of a curve concave to the Southeast having a radius of 1414.43 feet; thence Northeasterly, 285.42 feet along said curve through a central angle of 11°33'43" (chord bears N.35°52'26"E., 284.94 feet); thence N.41°39'18"E., 1752.02 feet to the Northerly boundary line of said Section 31; thence S.89°41'27"E., 1256.00 feet along said Northerly boundary line to the POINT OF BEGINNING.

Containing 966.99 Acres, more or less.

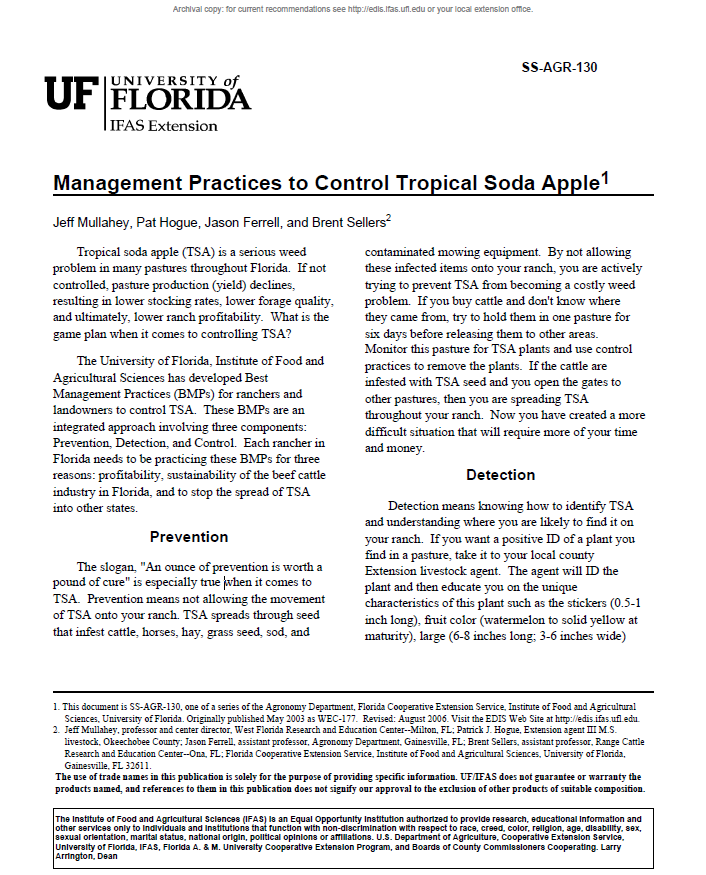
**Approved for use by the Survey Section 02-10-2021, W.O. 20-066.**

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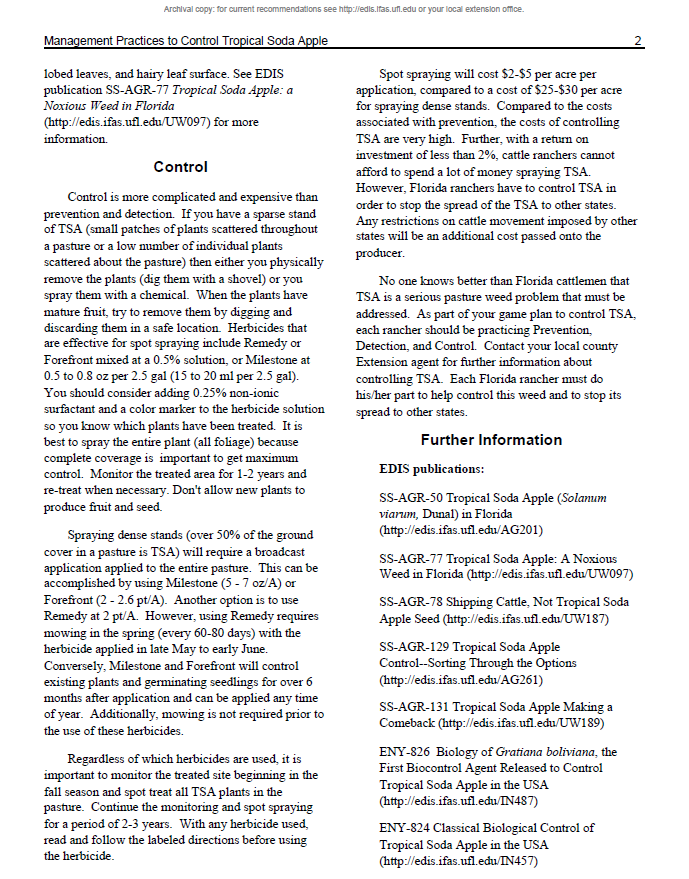
**EXHIBIT “C”**

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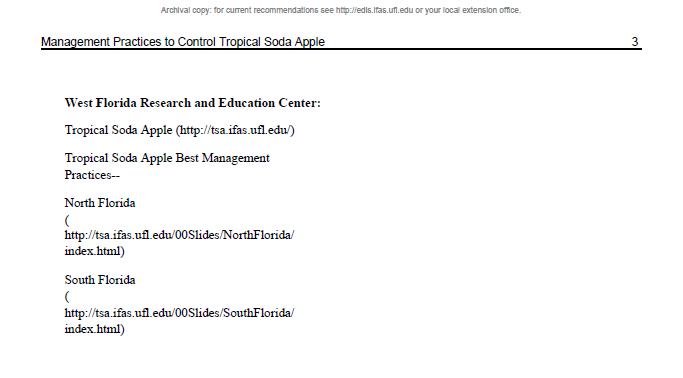
**ATTACHMENT 4**



**ATTACHMENT 4 (Cont.)**



**ATTACHMENT 4 (Cont.)**



**ATTACHMENT 5**

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