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
November 18, 2026

INFORMATION FOR PROSPECTIVE LESSEES
REQUEST FOR OFFERS TO LEASE PROPERTY
KIRKLAND RANCH CATTLE LEASE, SWF PARCEL NO.13-798-102X
RFO 2701

INTRODUCTION

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

VOLUNTARY SITE VISIT

Wednesday, December 2, 2026

Above site visits start at 10:00 a.m. Eastern time
Kirkland Ranch Cattle Lease
Wesley Chapel, Florida
Pasco County

Access to this lease is on Curley Road.
It is recommended that attendees have a 4 x 4 vehicle.

Location: Access to the lease is on the east side of Curley Road just north of the intersection with Elam Road. The lease area is south of Kiefer Road and east of Curley Road in the Kirkland Ranch Preserve.

Coordinates: 28°16'56.1"N 82°16'43.1"W

Google Maps: https://maps.app.goo.gl/o5nAchBB9KYYiHCA9

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.

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, 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 2701 Kirkland Ranch Cattle Lease, SWF Parcel No. 13-798-102X"** 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 16, 2026,** 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 **February 23, 2027**. Please refer to the District's website for the Governing Board meeting information at 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 **February 23, 2027**.

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 570 acres, with +/- 316 acres of improved pasture. The remainder of the site is comprised of a combination of hammocks and depressional marshes, totaling 254 acres.

2.2 STOCKING RATE. The estimated maximum stocking rate for the property is seventy (70) 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 the effective date off the Lease Agreement, 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 INVASIVE PLANTS.** The Lessee is solely responsible for maintaining effective control of tropical soda apple and cogon grass using the Best Management Practices established by the University of Florida, Institute of Food and Agricultural Sciences as detailed in the draft Lease Agreement (Attachment 3).

2.7 **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 **February 23, 2027,** and all future payments will be due on the anniversary date of the lease.

ATTACHMENT 1

OFFER RESPONSE FORM
FOR
RFO 2701 KIRKLAND RANCH CATTLE LEASE, SWF PARCEL NO. 13-798-102X

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 570 Acres = $_____Total Offer Amount

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

ATTACHMENT 1 (Cont.)

OFFER RESPONSE FORM
FOR
RFO 2701 KIRKLAND RANCH CATTLE LEASE, SWF PARCEL NO. 13-798-102X

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 Kirkland Ranch 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.)

_____
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 2701 KIRKLAND RANCH CATTLE LEASE, SWF PARCEL NO. 13-798-102X

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 2701 KIRKLAND RANCH CATTLE LEASE, SWF PARCEL NO. 13-798-102X

AGREEMENT NO. ---------

CATTLE GRAZING LEASE AGREEMENT

THIS LEASE, made this (___) day of (Month) (Year), 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 (Company Name), having an address of _____, (City), (State) (Zip Code), 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 _____dollars and_____cents ($_____) for ___ acres per year, or at the rate of _____ dollars and _____ cents ($_____) 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"). The LESSEE agrees to submit payment to the LESSOR at the following address:

Attention Cashier
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida, 34604-6899

2. TERM: This Lease will be for a term of five (5) years commencing on the effective date of this Lease, unless otherwise renewed by the LESSOR pursuant to the terms and conditions set forth in Paragraph 19.

3. USE: The LESSEE shall 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 seventy (70) 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.

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

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

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10. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY, including insect infestation. 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 and Water Quantity 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 2024 Edition of the Florida Cattle Operations Water Quality and Water Quantity Best Management Practices Manual is available from The FDACS-OWAP at:

https://www.fdacs.gov/content/download/25408/file/cattle-operations-bmp-manual.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 BMPs, found within the FDACS-QAWP 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) and cogon grass using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, Publication Number SS-AGR-52. Pesticide application logs shall be maintained by the LESSEE documenting the use of any restricted use pesticides. These logs shall be maintained for a period of no less than two years.

https://pested.ifas.ufl.edu/media/pestedifasufledu/docs/Record-keeping-form-2023.pdf

The LESSOR will ensure that there is less than five percent (5%) coverage of TSA and cogon 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 and cogon grass are under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA and cogon grass 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

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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.

11. 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, discing, 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.

12. 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 (2) 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. Bailed hay may not be stored within the Lease more than thirty (30) days. All bailed hay must be removed from the Lease at the end of the term at the LESSEE'S expense.

13. 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.

14. 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.

15. 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.

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16. 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.

17. 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.

18. 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.

19. LESSOR'S OPTION TO RENEW:

(a) The LESSOR, at its sole discretion, may offer to renew this Lease for one additional term as determined by the LESSOR and not to exceed five (5) years, under such terms and conditions as may be established by the LESSOR. The LESSOR will notify the LESSEE approximately six (6) months prior to the expiration of the Lease in writing if it intends to offer to renew this Lease in accordance with this Paragraph. 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) The LESSEE shall respond to the offer for 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.

(c) 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 and the Lease will expire at the end of the term.

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.

20. 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.

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(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.

21. 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.

22. 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 and cogon grass pursuant to subparagraph 10(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.

23. 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.

24. 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.

25. EFFECTIVE DATE: This Lease shall be effective upon the date of approval of both the LESSOR and the LESSEE, whichever is later.

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, with the exception of any improvements made pursuant to paragraph 7 above.

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 _____ 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

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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]

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Southwest Florida Water Management District,
LESSOR

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

BY: _____
Paul Jack Bispham, Chair

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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: _____
John E. Hall, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

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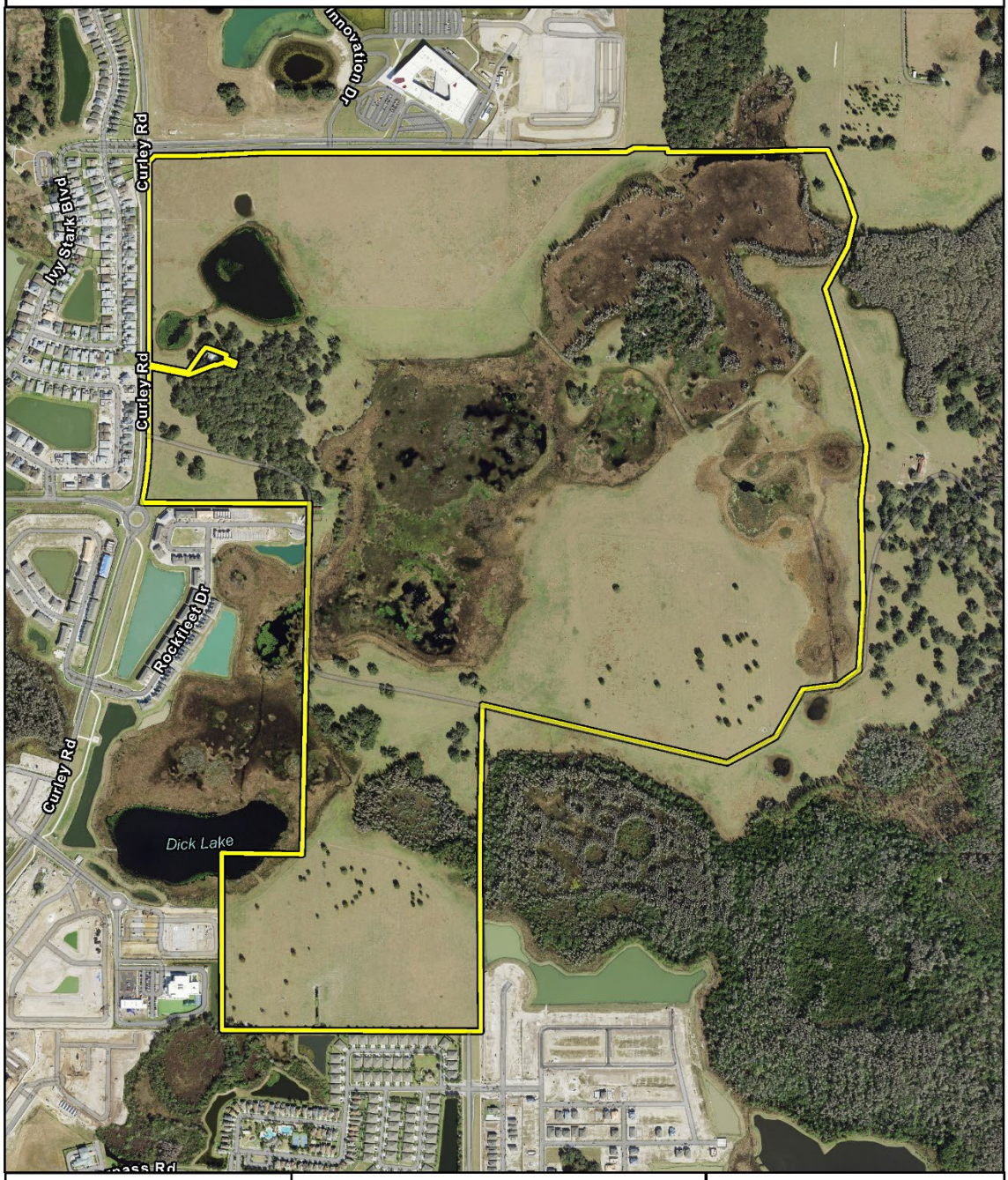
LESSEE

Attest:_____ By:_____

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

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Exhibit A
Kirkland Ranch Preserve Cattle Lease
Pasco County, Florida



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

SWF 13-798-102X

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US Feet

Exhibit B

SWF 13-798-102X (Kirkland Cattle Lease Area)

A parcel of land being a portion of the SWF 13-798-101 Revision date: 12/01/2025, *See Below*, and lying within Sections 25, 26, and 35, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

For a **POINT OF REFERENCE**, Commence at Northwest Corner of the Northeast 1/4 of said Section 26 (CCR 112289), Thence S 89°58'34" E, along and coincident with the north line of said Section 26 to a point, said point being a 5/8" iron rod and cap "LB 4514" on the north line of Parcel 5, also being a point of a non-tangent curve, a distance of 971.88 feet also being a **POINT OF BEGINNING**; Thence along said north line of Parcel 5, and said curve concaved to the south, having a radius to the left of 2365.55 feet, along the arc to a point, said point being a 5/8" iron rod and cap "LB 4514", 93.46 feet, with a central angle of 2°15'49" and having a chord bearing and distance of S 88°37'46" W, 93.45 feet; Thence S 87°14'53" W, along the said north line of Parcel 5, to a point, said point being a 5/8" iron rod and cap "LB 4514", a distance of 468.13 feet; Thence N 89°59'35" W, along the said north line of Parcel 5 to a point, said point being a 5/8" iron rod and cap "LB 4514" a distance of 309.48 feet; Thence S 44°58'53" W, along the northwest line of Parcel 5 to a point, said point being a 5/8" iron rod and cap "LB 4514" a distance of 62.83 feet; Thence S 00°03'23" E, along the east right of way of Curley Road (County Road No. 577) as shown on Florida Department of Transportation Right of way map Section 1455-250, also being the west line of Parcel 5, to the northerly fence line of the Security Residence Area, a distance of 1525.52 feet; The following thirteen (13) courses describing a barbed wire fence around said Security Residence Area, 1) Thence S 78°14'58" E, a distance of 298.74 feet; 2) Thence N 34°41'03" E, a distance of 177.99 feet; 3) Thence N 39°23'44" E, a distance of 49.90 feet; 4) Thence S 76°34'52" E a distance of 35.00 feet; 5) Thence S 69°28'27" E, a distance of 133.47 feet; 6) Thence S 14°38'18" W, a distance of 27.70 feet; 7) Thence S 69°31'14" E, a distance of 78.89 feet; 8) Thence S 21°26'31" W, a distance of 32.55 feet; 9) Thence N 70°05'04" W, a distance of 79.56 feet; 10) Thence S 71°15'57" W, a distance of 66.63 feet; 11) Thence N 21°28'36" W, a distance of 6.56 feet; 12) Thence S 68°51'58" W, a distance of 213.56 feet; 13) Thence N 78°44'01" W, to said west line of Parcel 5, a distance of 305.84 feet; Thence S 00°03'23" E, along the said west line of Parcel 5 to a point, said point being a 5/8" iron rod and cap "LB 4514", also being a point of tangent curve, a distance of 489.33 feet; Thence along said curve concaved to the west, having a radius to the right of 2379.90 feet, along the arc along said west line of Parcel 5 a distance of 539.10 feet, to a point, said point being a 5/8" iron rod and cap "LB 4514", having a central angle of 12°58'44", a chord bearing and distance of S 05°51'28" W, 537.95 feet to a non-tangent line, Thence S 89°45'59" E, along the south line of Parcel 5, to point, said point being a 4" X 4" concrete monument "PRM LB 7778", a distance of 1263.13 feet; Thence S 01°12'34" W, along the west line of Parcel 5 to a point, said point being a 1" iron pipe (No ID.) a distance of 2644.75 feet; Thence N 89°03'37" W, along the north line of Parcel 6 to a point, said point not found of set, falls in water (Dick Lake), a distance of 604.99 feet; Thence S 00°00'50" E, along the west line of Parcel 6 to a point, said point being a 4" X 4" concrete monument "LB 4514" a distance of 1333.67 feet; Thence S 89°41'20" E, along the south line of Parcel 6 to a point, said point being a 5/8" iron rod and cap "LB 4514" a distance of 1951.50 feet; Thence N 00°21'17" W, along the east line of Parcel 6 and coincident with east line of Section 35, to a point, said point being the SE Corner of said Section 26, also being a 1/2" iron rod and cap (Illegible), a distance of 1338.52 feet; Thence N 00°53'21" E, along a fence a distance of 327.32 feet; Thence N 01°07'27" E, along a fence a distance of 795.15 feet; Thence S 76°42'16" E, along a fence a distance of 1894.99 feet; Thence N 62°03'18" E; a distance of 412.27 feet; Thence N 29°50'34" E, a distance of 413.77 feet;

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Thence N 82°49’00” E, a distance of 267.90 feet; Thence N 54°03’56” E, a distance of 194.77 feet; Thence N 03°45’08” E, a distance of 499.67 feet; Thence N 01°14’29” W, a distance of 770.88 feet; Thence N 05°43’57” E, a distance of 416.48 feet; Thence N12°27’37” W, a distance of 408.32 feet; Thence N 15°11’13” W, a distance of 442.04 feet; Thence N 16°43’31” W, a distance of 378.41 feet; Thence N 28°14’45” E, a distance of 359.85 feet; Thence N 13°43’53” E, a distance of 232.55 feet; Thence N 19°25’58” W, a distance of 259.69; Thence N 25°13’13 W, a distance of 285.85 feet; Thence S 89°34’43” W, a distance of 190.31 feet; Thence S 88°11’25” W to a point, said point being the southwest corner of Parcel 1 and a 5/8” iron rod and cap “LB 6382”, a distance of 348.90 feet; Thence S 89°46’33” W along the north line of said section 25 to a point, said point being the southeast corner of Parcel 2, a distance of 662.92 Feet; Thence N 05°49’11” W along a fence and departing north line of said section 25, a distance of 27.25; Thence N 89°30’14” W, along a fence a distance of 254.11 feet; Thence S 61°37’42” W, along a fence to a point, said point being a 5/8” iron rod and cap “LB 4514” also being on the north line of said section 25, a distance of 64.18 feet; Thence S 89°47’48” W along the north line of Parcel 5 and coincident with the north line of said section 25, to a point, said point being 5/8” iron rod “LB 8382” and said northwest corner of section 25, a distance of 1012.29 feet; Thence N 89°58’13” W along the north line of Parcel 5 and coincident with the north line of said section 26, to a point, said point being a 5/8” iron rod and cap “LB 4514” a distance of 1671.11 feet to the **POINT OF BEGINNING**.

24814677.667 SQFT / 569.666 Acres More or Less

W.O. 26-043

Remainder of this page intentionally left blank.

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