
HILLSBOROUGH
COUNTY



RFP NO. RE-2010-01

REQUEST FOR PROPOSALS

FOR

CATTLE GRAZING AND HAY FIELD LEASE

FOR

Parks, Recreation and Conservation Department

BOARD OF COUNTY COMMISSIONERS
REAL ESTATE DEPARTMENT
MIKE KELLY, DIRECTOR

KURT G. GREMLEY, ELAPP ACQUISITION MANAGER

601 E. KENNEDY BLVD., COUNTY CENTER, 23RD FLOOR
TAMPA, FLORIDA 33602

P. O. BOX 1110
TAMPA, FLORIDA 33601
TELEPHONE: (813) 272-5810
FAX NUMBER: (813) 272-5597

RFP PACKAGE: SERVICE PROJECT CHECKLIST

The proposer is cautioned to read and become familiar with all sections of this HILLSBOROUGH COUNTY RFP PACKAGE. Failure to do so may result in the submission of an irregular proposal by the proposer resulting in its possible rejection by Hillsborough County. The following itemized checklist identifies various items of the Hillsborough County RFP Package, which should be particularly examined by the proposer. The proposer should carefully review the items specified in the checklist for purposes of assuring that a proper proposal is made. No representation is made that the following checklist is a complete guide to every point for consideration by the proposer. ***The checklist merely calls attention to major problem areas experienced by Hillsborough County relative to past irregular proposals.***

PART A - INSTRUCTIONS TO PROPOSERS:

PRE-PROPOSAL CONFERENCE INFORMATION
THE PROPOSAL OPENING TIME: Day, Date, and Time
THE PLACE OF THE PROPOSAL OPENING: Location

- SECTION 2.(f) The period of time that the proposer's proposal shall remain in force after the proposal opening.
- SECTION 11 Security Deposit Requirements
- SECTION 16 Mandatory Pre-Proposal Conference

PART B – SPECIFICATIONS:

- EXHIBIT I: Insurance Requirements
- EXHIBIT II: Cattle Grazing and Hay Field Management Plan
- EXHIBIT III: Property Sketch

PART C – PROPOSAL:

- Complete all blanks and submit all information as requested.
- Have the "Acknowledgement" notarized.
- EXHIBIT I: Complete the Equal Opportunity/Affirmative Action Requirements, as appropriate.
- Sign and seal the Proposal as requested.

PART D – LEASE:

- LEASE
- EXHIBIT B: CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN

**HILLSBOROUGH COUNTY, FLORIDA
RFP NUMBER RE-2010-01
CATTLE GRAZING AND HAY FIELD LEASE**

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RFP NUMBER RE-2010-01

CATTLE GRAZING AND HAY FIELD LEASE

**PART A
INSTRUCTIONS TO PROPOSERS**

- Proposal for: **CATTLE GRAZING AND HAY FIELD LEASE**
- Pre-Proposal Conference: September 7 and 8, 2010, at 10:00 a.m.
**Brooker Creek Corridor Preserve
10225 Woodstock Road
Odessa, Florida 33556**
- Proposal Submission Deadline: September 21, 2010, by 2:00 p.m.
- Place to submit Proposals: **Real Estate Department
23rd Floor of the County Center, 601 East Kennedy Blvd.
Tampa, Florida 33602**
- Time/Place of Bid Opening: September 21, 2010, at 2:30 p.m.
**Real Estate Department
23rd Floor of the County Center, 601 East Kennedy Blvd.
Tampa, Florida 33602**
-

GENERAL TERMS AND PROVISIONS

1. EXPLANATION OF COMPETITIVE SEALED PROPOSAL METHOD OF PROCUREMENT

COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

- (a) All criteria for evaluation will be set forth in the proposal documents in order of importance. Only these criteria will be used to determine the best proposal.
- (b) Discussions may be held with all responsible proposers after proposals are opened for purposes of clarification. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible offers for the County.
- (c) Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the request for proposal.

2. PROPOSALS

- (a) The herein included Instructions to Proposers (Part A); the Specifications (Part B); the Proposal (Part C); and the Lease (Part D); together with all the attached documents therein identified and Exhibits, constitute the entire "proposal package" concerning this present proposal matter. Said proposal package must be the basis upon which all proposals are offered and the same (the entire proposal package) must be kept together and returned intact (sealed from public view) to the Hillsborough County Department of Real Estate at the time and place therein specified. The proposer must manually sign the Proposal (Part C), complete the document titled Equal

Employment Opportunity/Affirmative Action Requirements attached as Exhibit I of the Proposal (Part C), and manually sign the Lease (Part D).

- (b) Prices/proposals must be quoted only upon the Proposal Form (Part C) herewith provided and no other proposals will be accepted. Sealed proposals may not be amended or otherwise changed by any writing placed outside the sealed proposal package; any such written "outside" communication by a proposer shall be construed by Hillsborough County as indicating a withdrawal of the offered sealed proposal to which the communication relates (thereby causing the proposer to have issued "No Proposal" for consideration by Hillsborough County).
- (c) As applies to this present proposal matter, the proposer is hereby directed to cause delivery of his proposal to the Hillsborough County Department of Real Estate, 601 E. Kennedy Blvd., County Center 23rd Floor, Tampa, Florida 33602, prior to the proposal submission deadline which is: September 21, 2010, **by 2:00 p.m.**
- (d) The delivery of said proposal to the Department of Real Estate prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the proposer. **For informational purposes, the proposer is hereby advised that United States Postal Service delivery is made to the County's Post Office Box. Such delivery is not made directly to the Real Estate Department street address even if the proposer specifies the street address and/or even if Express Mail Service is utilized; therefore, use of United States Postal Service may cause a delay in the receipt of said proposal. Proposers are cautioned to plan necessary delivery time accordingly.** The Director of Real Estate will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). All proposals must be marked:

SEALED PROPOSAL FOR:

RE-2010-01 CATTLE GRAZING AND HAY FIELD LEASE

TO BE OPENED AT DEPARTMENT OF REAL ESTATE, 601 E. KENNEDY BLVD., COUNTY CENTER 23RD FLOOR, TAMPA, FL 33602 on September 21, 2010 at 2:30 p.m.

Proposals must be signed by the proposer with his signature in full. When a partnership is a proposer, the proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The proposal shall also bear the seal of the corporation. Anyone signing the proposal as agent must file with it legal evidence of his authority to do so. Proposers who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida, along with the proposal. Failure to promptly submit this evidence of qualification to do business in the State of Florida may be the basis for rejection of the proposal.

- (e) The proposer is solely responsible for reading and completely understanding the requirements and the specifications of the items proposed. The proposal opening time will be scrupulously observed. Under no circumstances will proposals delivered after the delivery time specified be considered.
- (f) Proposals may be withdrawn on written or telegraphic requests dispatched by the proposer in time for delivery in the normal course of business prior to the time fixed for the opening of proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the proposer is placed in the mail and postmarked prior to the time set for the opening of proposals. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened by Hillsborough County at the appointed time and place. Proposers may not withdraw or modify their proposals after the appointed proposal opening time. Said proposals shall be in force for a period of not less than ninety (90) days after the proposal opening time. Further, said proposal shall continue in force after said ninety (90) day period, until thirty (30) days following the date of receipt by County of written notice from the proposer of his/her intent to withdraw his/her

proposal, or until the date specified in said written notice as the expiration date of the proposal, whichever is later. The aforementioned proposal times will remain in effect irrespective of whether an award has theretofore been made by Hillsborough County. Notwithstanding the provisions of the preceding sentence, the proposer may extend his/her proposal at any time prior to the scheduled expiration thereof. Proposers may not assign or otherwise transfer their proposals prior to or after the proposal opening time.

- (g) At the time and place fixed for the opening of proposals (see above), every proposal properly delivered within the time fixed for receiving proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Proposers and other persons interested may be present or represented.
- (h) Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- (i) No interpretation of the meaning of the proposal specifications or Lease will be made to any proposer orally. Every request for such interpretation must be in writing, addressed to the Hillsborough County Director of Real Estate. To be given consideration, such requests must be received at least ten days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Real Estate Department and sent to all prospective proposers at the respective addresses furnished for such purposes not later than five days prior to the date fixed for the opening of proposals. If requested, a copy may be obtained by the prospective proposer or his representative at the Department of Real Estate, 601 E. Kennedy Blvd., County Center 23rd Floor. Failure of any proposer to receive any such addendum or interpretation shall not relieve said proposer from any obligation under its proposal as submitted.
- (j) Before submitting proposals, proposers must carefully examine the site of the property to be leased and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this proposal package. No pleas of ignorance of conditions or difficulties that may exist prior to the proposal opening or of conditions or difficulties that may be encountered in the execution of the services pursuant to this proposal package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful proposer to fulfill, in every detail, all of the requirements of the Lease, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

3. TAXES

Hillsborough County is currently immune from ad valorem taxes on the Property. However, the County does NOT guarantee that such immunity shall continue following the execution of the Lease. Should the Property Appraiser levy ad valorem taxes against the Property at any time during the term of the Lease, Lessee, at its sole cost and expense, shall be responsible for the prompt payment of any and all such taxes.

There may also be special assessments levied on the Property for which the County is NOT immune or exempt. These special assessments may include, but are not limited to, Solid Waste Collection Fees, Solid Waste Disposal Fees, and Stormwater Assessment Fees. Currently, there are no special assessments levied on the Property. Lessee, at its sole cost and expense, shall be responsible for the prompt payment of any and all special assessments and fees levied on the Property during the term of the Lease.

4. PROPOSAL ERRORS

Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the proposer. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Lease will govern.

5. DEVIATIONS

As concerns this present proposal matter, all proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the proposer by the Instructions to Proposers (Part A); the Specifications (Part B); and the Lease (Part D). Such deviations must be stated upon the Proposal (Part C); otherwise, Hillsborough County will consider the subject proposal as being made in strict compliance with said Instructions to Proposers (Part A); the Specifications (Part B); and the Lease (Part D); the proposer being held therefor accountable and responsible. Proposers are hereby advised that Hillsborough County will only consider proposals that meet the specifications and other requirements imposed upon them by this proposal package. In instances where a deviation is stated upon the Proposal (Part C), said proposal will be subject to rejection by Hillsborough County in recognition of the fact that said proposal does not meet the exact requirements imposed upon the proposer by the Instructions to Proposers (Part A); the Specifications (Part B); and the Lease (Part D); except, however, said proposal may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal to or better than the imposed requirement and where said deviation does not destroy the competitive character of the request for proposal process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other proposers.

6. NO PROPOSAL

Any firm, corporation, business or individual not submitting a proposal as concerns this present proposal matter should, nevertheless, respond relative to the time and place for the receipt of proposals (as above described) clearly marking the Proposal (Part C) "NO PROPOSAL". Said non-proposer should return the entire proposal package, indicating upon the said Proposal (Part C) the reason for the non-proposal. Failure by a non-proposer to comply herewith may result in the removal of their names from Hillsborough County's mailing list.

7. INFORMATION AND DESCRIPTIVE LITERATURE

Proposers must furnish all requested information in the spaces provided on the Proposal (Part C). Additionally, where required pursuant to the provisions of this proposal package, proposers must submit with their proposal: cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; and references to previously submitted material associated with previous proposals not being acceptable to Hillsborough County.

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

In instances where such is applicable due to the nature of the proposal matter with which this proposal package is concerned, all material, equipment, etc., as proposed and offered by proposers must meet and conform to all O.S.H.A. requirements; the proposer's signature upon the Proposal (Part C) being by this reference considered a certification of such fact.

9. NO ASSIGNMENT OF LEASE

As concerns this present proposal matter, and unless the Specifications (Part B) indicate otherwise, no successful proposer may make any assignment of the resulting Lease between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of Hillsborough County.

10. AWARD OF LEASE/REJECTION OF PROPOSALS

One Lease will be awarded by the Board of County Commissioners of Hillsborough County to the responsible proposer submitting the best proposal in compliance with the Specifications (Part B) and other requirements imposed by this proposal package, provided said proposal is considered (within the sole discretion of said Board of County Commissioners) reasonable, and in the best interest of Hillsborough County to accept. The successful proposer to whom a Lease is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed proposal procedures. Hillsborough County, likewise, reserves the right to reject the proposal of any proposer who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract/lease; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materialmen or employees. The ability of a proposer to provide a security deposit shall not be regarded as the sole test of such proposer's competency or responsibility.

11. SECURITY DEPOSIT REQUIREMENTS

The full amount of the security deposit to be submitted by the successful proposer to secure the faithful performance of all obligations under the Lease is Five Thousand Dollars (\$5,000.00). At the time the proposal is submitted, either a certified check or cashier's check must accompany the proposal in an amount equal to twenty percent (20%) of the full security deposit, or One Thousand Dollars (\$1,000.00). The balance of the security deposit shall be submitted by the proposer identified in the Notice of Award within five (5) days from receipt of said Notice, but in any event prior to the award of the Lease by the Board of County Commissioners. **Only certified checks or cashier's checks will be accepted in connection with the initial 20% security deposit requirement and the payment of the security deposit balance.** Any such certified check or cashier's check shall be drawn on a solvent bank or trust company to the order of the Hillsborough County Board of County Commissioners. Personal and business checks are not acceptable.

12. PROPOSAL PACKAGE

The following constitute a complete proposal package:

<u>Instructions to Proposers</u>	(Part A)
<u>Specifications</u>	(Part B)
<u>Proposal</u>	(Part C)
<u>Standard Lease</u>	(Part D)

All Addenda Issued by the County prior to the Receipt of Proposals.

13. LAWS AND REGULATIONS

The proposer's attention is directed to the fact that all applicable federal and state laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Lease, as defined below.

14. APPLICABLE LAW

Unless otherwise specified, all phases and provisions of the RFP process and Lease, including, but not limited to, interpretation, proposing, award, execution and implementation, shall be governed by the laws, rules, and regulations of the State of Florida.

15. EXECUTION OF LEASE/BALANCE OF SECURITY DEPOSIT

The successful proposer will be required to sign and submit with the proposal a written Lease (Part D), which must include the Cattle Grazing and Hay Field Management Plan (Exhibit B to the Lease). Said Lease will evidence in written form the agreement between the parties. A Notice of Award announcing the proposal to be recommended to the Board of County Commissioners for approval will be provided to all proposers at the earliest practical date. Execution of the Lease by the County shall occur as soon as practicable following the award of said Lease by the Board of County Commissioners.

16. PRE-PROPOSAL CONFERENCE

Hillsborough County will conduct a **Mandatory Pre-Proposal Conference** and site tour concerning this proposal. Two alternate dates for this conference and tour are available. Viewing of the Property will NOT be permitted at any other time.

PLACE: **Brooker Creek Corridor Preserve
10225 Woodstock Road
Odessa, Florida 33556**
TIME: **10:00 a.m. (both days)**
DATES: **September 7 and 8, 2010**
PHONE NUMBER: **(813) 272-5810 or (813) 307-1007**

All interested parties **are required** to attend. If unable to attend at this time, only those who have scheduled an alternate site visit prior to the pre-proposal conference will meet the mandatory attendance requirement.

17. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM

Hillsborough County hereby notifies all proposers that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

Hillsborough County prohibits any person involved in Hillsborough County licensing and procurement activities, as defined in Ordinance 00-37, to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.

18. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractors, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

19. DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, proposers may submit a certificate certifying that they have implemented a drug free workplace program with their proposals. If two or more proposals are equal in price, quality, and service, preference will be given in the award process to the proposer who has furnished such certification with their proposal. Certificate forms are available from the Real Estate Department.

20. BID RESULTS

Preliminary results (or listing of proposers in the case of RFP's) are available in the Real Estate Department at 272-5810 after 10:00 a.m. on the day following bid opening.

21. SPECIAL INSTRUCTIONS

The Lease that is awarded based on this RFP No. RE-2010-01 will result in the execution of a Lease as set forth in Part D. The Cattle Grazing and Hay Field Management Plan (Exhibit B to the Lease) is an integral part of the Lease, and shall be attached to the Lease and made a part thereof.

CATTLE GRAZING AND HAY FIELD LEASE

**PART B
SPECIFICATIONS**

1. GENERAL CONDITIONS

ARTICLE 1

The Proposal Package

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the proposal package:

- PART A: INSTRUCTIONS TO PROPOSERS
- PART B: SPECIFICATIONS
 - 1. General Conditions
 - 2. Minimum Specifications
 - EXHIBIT I: INSURANCE REQUIREMENTS
 - EXHIBIT II: CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN
 - EXHIBIT III: PROPERTY SKETCH
- PART C: PROPOSAL
 - EXHIBIT I: EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS
- PART D: LEASE
 - EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
 - EXHIBIT B: CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN
 - EXHIBIT C: INSURANCE REQUIREMENTS

- All Addenda Issued by the County Prior to the Receipt of Bids.
- All Supplementary Drawings Issued After Award of the Lease.
- All Provisions Required by Law to be a part of the Lease, Whether Actually Inserted Therein or Not.

ARTICLE 2 - DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the proposal package, be construed as follows unless a different meaning is clear from the context.

"Addendum" shall mean the additional Lease provisions issued in writing by the County prior to the receipt of the proposal.

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

"Cattle Grazing and Hay Field Management Plan" shall mean the required, permitted and prohibited activities for the use of the Property for cattle grazing and hay field as established by Lessor in Exhibit B to the Lease.

"Lease Payment" shall mean the total monies payable under the Lease.

"Lease Term" shall mean the term of the Lease.

"County" shall mean Hillsborough County, a political subdivision of the State of Florida, with whom the Lease and Cattle Grazing and Hay Field Management Plan is established.

"Day" shall mean one calendar day when used in the Lease.

"Lease" shall mean the written agreement between the successful proposer and Hillsborough County for the lease of the Property. The form of the Lease shall be as set forth in Part D and will include the Cattle Grazing and Hay Field Management Plan, which shall be attached to and made a part of the Lease.

"Lessee" shall mean the successful proposer with whom the Lease is executed for the Property, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assignees.

"Lessor" shall mean Hillsborough County, a political subdivision of the State of Florida, with whom the Lease and Cattle Grazing and Hay Field Management Plan is established.

"Minimum Specifications" shall mean the portion of the Specifications dealing with the technical requirements of the Work to be performed under the Lease including materials, equipment and workmanship.

"Notice" shall mean a written notice. Notice shall be served upon the proposer either personally or by leaving the said notice at his residence or with his agent in charge of the Work, or addressed to the proposer at the residence or place of business given in the proposal and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice given by the County to the proposer that will be recommended to the Board of County Commissioners for receipt of the award of the Lease.

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the term of the Lease.

"Property" shall mean that certain parcel of land situated in Hillsborough County, Florida, consisting of approximately 1,600 gross acres located at 10225 Woodstock Road, Odessa, Florida 33556, and more specifically described as follows:

PARCEL I: GENERAL LEASE LOCATION: 10225 Woodstock Road, Odessa, Florida 33556

"Specifications" shall mean these General Conditions, any special conditions, management plans, and Minimum Specifications.

"Subcontractor" shall mean any person, firm or corporation other than employees of Lessee who or which contracts with Lessee to furnish, or actually furnishes labor, materials, and/or equipment for the Work.

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful completion of the tasks undertaken by the proposer pursuant to the Lease, including the furnishing of all labor, materials, equipment and other incidentals.

ARTICLE 3 - EFFECTIVE DATE

The effective date of the Lease shall be the date the Lease is awarded by the Board of County Commissioners.

ARTICLE 4 - INTERPRETATION AND INTENT OF AGREEMENTS

The Instructions to Proposers (Part A), Specifications (Part B), Proposal (Part C), and Lease (Part D) are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors and

discrepancies, the documents shall be given preference in the following order: Lease; Specifications; Proposal, Instructions to Proposers. Within the Specifications the order of preference shall be as follows: Addendum; General Conditions; Minimum Specifications. Any work that may reasonably be inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

ARTICLE 5 - DEPOSIT AND INSURANCE

Security Deposit

As required by the Instructions to Proposers (Part A), the proposer will submit a deposit as security for the faithful performance of all obligations under the Lease, in a form authorized in said Instructions to Proposers (Part A). The total amount of the security deposit shall be Five Thousand Dollars (\$5,000.00). **The proposer must submit twenty percent (20%) of the full security deposit amount, or One Thousand Dollars (\$1,000.00), with the proposal.** The balance of the security deposit shall be submitted by the proposer identified in the Notice of Award within five (5) days from receipt of said Notice, but in any event prior to the award of the Lease by the Board of County Commissioners. At the expiration of the Lease Term or earlier termination date, Lessor shall be entitled to retain such sums from the security deposit as are required to repair or correct damage or conditions occurring on the Property as a result of Lessee's tenancy, or as unpaid rent, if any.

Insurance Required

Within thirty (30) days from the effective date of the Lease, Lessee shall procure and maintain insurance of the types and to the limits specified in the Specifications (Part B), Exhibit I, and the Lease (Part D), Exhibit C.

ARTICLE 6 - LEASE TERMS

The terms and conditions of the Lease, attached hereto as Part D, are incorporated by reference as if fully set forth herein. The successful proposer shall be responsible for the performance of each and every covenant and requirement contained in the Lease and associated Cattle Grazing and Hay Field Management Plan, and compliance with every term, condition and restriction contained therein, including compliance with all laws, ordinances, rules and regulations, whether federal, state or local, implicated by the activities contemplated in the Lease and associated Cattle Grazing and Hay Field Management Plan.

ARTICLE 7 - PROJECT MANAGER'S STATUS

County's Representatives

The Project Manager or his designee or agent shall be the Board of County Commissioner's representative during the term of the Lease for purposes of determining Lessee's compliance with all terms and provisions relating to the use, operation, and maintenance of the Property in accordance with the Cattle Grazing and Hay Field Management Plan. The duties and responsibilities of the Project Manager as the County's representative during the term of the Lease are set forth in these General Conditions (Part B), the Minimum Specifications (Part B), and the Lease (Part D).

ARTICLE 8 - HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of the Lease, Lessee agrees as follows:

- (1) General. Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. Lessee will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (2) Recruitment. Lessee will in all solicitations or advertisements for employees placed by or on behalf of Lessee state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.
- (3) Unions. Lessee will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of Lessee commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports. Lessee will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether Lessee has complied or is complying with these requirements. Lessee will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, Lessee and Subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions. In the event of non-compliance by Lessee with the non-discrimination clauses of the Lease or with any of such rules, regulations or orders, the Lease may be cancelled, terminated or suspended in whole or in part and Lessee may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Federal Requirements. In the event the Lease is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.
- (7) SUBCONTRACTORS. Lessee will include the provisions of paragraphs (1) through (6) in every subcontract under the Lease so that such provisions will be binding upon each Subcontractor. Lessee will take such action with respect to any Subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution
- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975
- Civil Rights Acts of 1866 and 1870
- Standards for a Merit System of Personnel Administration, 45 CFR 70

- Revised Order Number 4, 41 CFR 60-2.10
- Rehabilitation Act of 1973, P.L. 93-112
- Interagency Agreement dated March 23, 1973
- Executive Order 11914, Nondiscrimination with Respect to the Handicapped in Federally Assisted Programs
- Age Discrimination Act of 1975, P.L. 94-135
- Civil Rights Action of 1968, P.L. 90-284
- Veterans Readjustment Act
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O
- Age Discrimination in Employment Act, as amended
- Civil Rights Restoration Act of 1987
- Federal Civil Rights Act of 1991
- Americans with Disabilities Act

STATE

- State Constitution Preamble and Article I, Section 12 protects citizens from discrimination because of race, national origin and religion
- Florida Statutes, Chapter 112.041, requires nondiscrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment
- Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex
- Florida Civil Rights Act of 1992

HILLSBOROUGH COUNTY

- Civil Service Rule prohibits employment discrimination
- Civil Service prohibits removal resulting from discrimination
- Civil Service permits employee appeal for alleged discriminatory actions
- Human Rights Ordinance #00-37, as amended, prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.

Applicable to Hillsborough County Government

- Hillsborough County Ordinance #83-9 (Homerule Charter), Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.
- Hillsborough County Ordinance #08-17 relating to Hillsborough County Parks, Recreation and Conservation Department facilities and property.

ARTICLE 9 - SEVERABILITY

If any provision, or any portion thereof, contained in the Lease is held unconstitutional, invalid or unenforceable, the remainder of the Lease, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

ARTICLE 10 - COUNTY AS INTENDED BENEFICIARY OF SUBCONTRACTS

The County shall be an intended substantial beneficiary of any written agreements between Lessee and any Subcontractor.

ARTICLE 11 - SPECIAL CONDITIONS

The pre-proposal site visit is **mandatory** for all proposers. In the event you are unable to attend the scheduled pre-proposal on site meeting, you must schedule a site visit **prior to** the pre-proposal date.

CATTLE GRAZING AND HAY FIELD LEASE

**PART B
SPECIFICATIONS**

2. MINIMUM SPECIFICATIONS

I. SCOPE OF SERVICE

The purpose of these Specifications is to describe the requirements of Hillsborough County (the "County") for the submittal of proposals from qualified persons or entities to lease a vacant tract of preservation land (the "Property") for cattle grazing and hay field. The Property was acquired for preservation and restoration of natural systems. The primary purpose for acquiring these lands is for preservation, restoration of natural systems, and public access for certain recreational purposes. Use of the Property for cattle grazing and hay field is part of the restoration process as an interim management activity to control exotics on the Property (cogon grass, guinea grass, Brazilian Pepper, etc.) so that they do not provide a seed source for infesting adjoining preserve lands and that at the end of the Lease Term, the Property will be easier to restore. Hunting is prohibited on the Property, except for the removal of feral hogs.

As a preserve, the general public will have daylight foot access to the entire Property and daylight equestrian access for the area as specified in the Cattle Grazing and Hay Field Management Plan. Public access is also permitted on adjoining preserve lands that are not part of the Property. The Lessee may post the perimeter of the cattle grazing area with "No Equestrian Access" signs and other signage advising the public that equestrian access to the cattle grazing area is restricted. The Lessee may install cross fencing provided the cross fence is removed when they vacate the Property. The following are prohibited activities by the general public on the Property:

- possession of guns or firearms
- motorized vehicles (except wheelchairs and other similar devices to assist disabled persons)
- overnight camping
- possession of alcohol or other intoxicants
- harassment of livestock
- horseback riding, except in designated area

Lessor will post signage at the designated entry points noting these prohibitions and any penalties, as well as the required notification under Section 770.03, Florida Statutes, regarding liability for Equine Activities. Prior to allowing equestrian access, the Lessor will construct the appropriate gate and/or fencing or similar improvement that, if operated properly, will allow horses to access the Property without allowing open access for any cattle to exit the Property.

In consideration for the Lease, the County desires to receive annual rent for the use of the Property as cattle grazing and hay field in accordance with the Cattle Grazing and Hay Field Management Plan provided in Exhibit II. The proposer should specify the annual rent based upon the Property and management requirements specified in the Cattle Grazing and Hay Field Management Plan for the Property.

The County intends to establish a Project Manager who will be responsible for inspecting the Property and verifying compliance with the Cattle Grazing and Hay Field Management Plan. The Project Manager, his designee or agent, shall have the right to enter the Property and improvements constructed thereon during regular business hours, upon reasonable notice, for the purpose of inspecting same, and for any other purpose not inconsistent with the terms of the Lease. The County shall have twenty-four (24) hour emergency

access to the Property to address fire or other matters relating to public health and/or safety that warrant immediate action. The Project Manager, his designee or agent, shall evaluate whether the Property is being used and managed pursuant to the terms and conditions detailed in the Lease, and shall notify Lessee of any deficiencies and recommendations for corrective action. Lessee shall have a period of sixty (60) days from receipt of notice to respond to the Project Manager's, his designee's or agent's, requested actions; provided, however, that if such performance reasonably requires a longer period, Lessee shall not be deemed in default if Lessee develops a plan for remedying the deficiency and commences the required performance promptly, and completes the required action in an additional sixty (60) days.

Lessee must be prepared to assume full responsibility and liability for the Property for the term of the Lease. Lessee must comply with all applicable laws, rules, regulations and ordinances, including without limitation those regarding agricultural operations, if any.

The Lease will be for a eight (8) year term, **commencing on December 1, 2010**, with two four (4) year renewal terms that may be exercised through mutual agreement of Lessor and Lessee. Lessee shall be entitled to a right-of-entry at the end of the Lease Term (or extension thereof) for up to thirty days for the purpose of harvesting the final crop, removing remaining cattle, completion of the requirements of the Cattle Grazing and Hay Field Management Plan and removing any personal property. Any personal property remaining on the Property after this thirty-day period will be deemed abandoned and will become the personal property of the County.

BACKGROUND

The Property consists of approximately 1,600 gross acres, which is mostly comprised of open pasture. Some of the areas may not be fenced. It is the responsibility of the proposer to inspect the Property and fences to determine what improvements are necessary to comply with the Cattle Grazing and Hay Field Management Plan. The Property is zoned AR, Agricultural Rural, by Hillsborough County, Florida.

The Property is currently vacant. The Property must be utilized in a manner that does not degrade the surrounding natural habitats. The Cattle Grazing and Hay Field Management Plan for the Property is strictly limited to the use and operation of the Property for cattle grazing and hay field cultivation and harvesting in accordance with the Cattle Grazing and Hay Field Management Plan. No other agricultural activities or other uses are permitted without written authorization of the Lessor or its authorized agent.

II. MINIMUM REQUIREMENTS

The following requirements are the minimum qualifications that must be met by every proposer, at the time of proposal opening, in order to be considered by the County.

- A. The proposer must, at the time of proposal opening, be qualified to conduct business as an agricultural field manager in Hillsborough County, including possession of all applicable occupational licenses required by the State of Florida and Hillsborough County.
- B. The proposer, or a current principal thereof, must have at a minimum ten (10) years documented successful and satisfactory experience in agriculture, or be able to demonstrate equivalent experience with agricultural field operations of similar type and size as that contained on the Property.
- C. The proposer must be able to demonstrate the financial responsibility and capacity to provide sufficient funding and staff to perform the requirements of the Lease and Cattle Grazing and Hay Field Management Plan.
- D. The proposer must possess all required permits, licenses and approvals to perform the Lease, the Cattle Grazing and Hay Field Management Plan, including those pertaining to the use, storage, distribution and disposal of herbicides, fertilizers and other chemicals. A copy of all of the proposer's permits, licenses and approvals must be submitted with the proposal.

III. PROPOSAL REQUIREMENTS

Proposers are required to submit the following items.

A. The complete Part C Proposal Section, including:

(1) General information about the proposer and a summary of the proposer's qualifications. The summary should include a brief resume of all officers, partners, managers, subcontractors and associates by whom the services are to be provided; a brief history of the company; and a list of three (3) client references with the name and telephone number of the person the County may contact. The client references should be from clients to whom similar and recent services have been provided.

(2) The proposal page containing the proposed annual rental payment.

(3) A copy of all required licenses and permits issued to the proposer, if any, to conduct agricultural operations in the State of Florida and Hillsborough County. The proposer should include any and all required permits, licenses and approvals for the application and storage of any pesticides or other materials associated with the management of cattle grazing and hay field.

(4) The proposer contact information and signature.

(5) Proof of financial responsibility. The requested information for financial review is as follows:

(a) **Corporate/Ownership Structure:**

(Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations)

- Description of ownership/legal structure of applicant.
- Description of ownership/legal structure of co-applicants/partners/etc.
- Description of ownership/legal structure of parent corporation.
- Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies.

(b) **Credit Report:**

(No more than 180 days old - applies to all applicants.)

- List of all lines of credit.
- Status of all lines of credit.

Note: Applicant may black out sensitive information such as social security numbers, credit card numbers (except for last four digits), and other similar information.

(c) **Litigation:**

(Applies to all applicants.)

- List of litigation, within the past ten years, pending and threatened to applicant and relevant associated corporate entities.
- Actual and/or potential financial impact.
- Indicate whether applicant has ever filed bankruptcy and describe the circumstances.

B. The complete Part D Lease, including the Cattle Grazing and Hay Field Management Plan (Exhibit B to the Lease).

C. The RFP cover page and addenda acknowledgements, signed and completed as required.

D. Twenty percent (20%) of the full security deposit, or \$1,000.00.

Note: All information disclosed as part of this RFP process is considered part of the public domain by the laws of the State of Florida and is subject to inspection by the public pursuant to the terms of Chapter 119, Florida Statutes, unless an exception applies. The County reserves the right to request additional information and clarification of any information submitted.

The proposer shall seal and submit two (2) signed originals (clearly marked as originals) and three (3) duplicate copies (marked as copies) of its response to:

Hillsborough County Real Estate Department
 601 East Kennedy Boulevard, 23rd Floor
 P.O. Box 1110
 Tampa, Florida 33601
 ATTN: Kurt Gremley

All proposals must be marked:

SEALED PROPOSAL FOR:

RE-2010-01 CATTLE GRAZING AND HAY FIELD MANAGEMENT LEASE

TO BE OPENED AT DEPARTMENT OF REAL ESTATE, 601 E. KENNEDY BLVD., COUNTY CENTER 23RD FLOOR, TAMPA, FL 33602 on September 21, 2010 at 2:30 p.m.

IV. EVALUATION

All proposals submitted in response to this RFP shall be evaluated utilizing the criteria specified in this section. Following the receipt of proposals, the Evaluation Committee shall review all proposals with respect to completeness and conformance with the instructions and requirements specifically indicated in this RFP. Proposals which are deemed not in compliance with the instructions and requirements of this RFP may not be given further consideration. The County reserves the right to reject any or all proposals.

Evaluation Criteria - The evaluation shall be based on the information provided in the proposal. Following the completeness and conformance review, an Evaluation Committee shall evaluate and rank the proposals using the following criteria:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Financial Capability of the Proposer	Pass/Fail
AND	
2.(a) Revenue to the County – Initial Term	40
Revenue to the County – Two Renewals (Greater Revenue/Higher Score)	10
3. Proposer Experience and References (More Experience & Quality of Reference/Higher Score)	30
4. Deviations from Cattle Grazing and Hay Field Management Plan 20 (more deviations /lower points)	
TOTAL	100 points

The Lease shall be awarded to the proposer that passes the portion of the review relating to the financial capability of the proposer, and that receives the most amount of points according to the Evaluation Criteria cited above.

CATTLE GRAZING AND HAY FIELD LEASE

**PART B
SPECIFICATIONS**

EXHIBIT I – INSURANCE REQUIREMENTS

The parties agree to the following provisions pertaining to insurance:

A.) Lessee’s Liability Insurance

Lessee shall procure and maintain in force such insurance before taking possession of the Property, and shall file with the County certificates of such insurance, all in a form and manner acceptable to the County.

B.) Insurance Required:

Lessee shall procure and maintain in force during the term of the Lease the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. Workers' Compensation -Lessee shall procure and shall maintain in force during the term of the Lease, Workers' Compensation Insurance as required by law, providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in Work on the Property under the Lease. In case any class of employee engaged in hazardous work on the Property under the Lease is not protected under the Workers' Compensation statute, Lessee shall provide employer's liability insurance for all said employees.

Employer’s Liability

- \$1,000,000 Limit Each Accident
- \$1,000,000 Limit Disease Aggregate
- \$1,000,000 Limit Disease Each Employee

2. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate	\$1,000,000
Products & Completed Operations	\$1,000,000
Personal and Advertising Injury	N/A
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	N/A
Specific Project Limits (to leased Property)	\$1,000,000

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

- a. \$1,000,000 combined single limits each accident, for bodily injury and property damage liability.
- b. Owned Vehicles

c. Hired and Non-owned Vehicles

4. Certificate of Insurance and Copies of Policies - Certificates of Insurance shall be furnished to Hillsborough County evidencing the insurance coverage specified in the previous paragraphs, and upon the request of the County, certified copies of the policies required shall be filed with the Insurance and Claims Management Department of Hillsborough County on a timely basis. The required Certificates of Insurance shall list Hillsborough County as additional insured for the operations of Lessee under the Lease (excluding the workers' compensation policies) and shall name the types of policies provided and shall refer specifically to the Lease.

C.) If the initial insurance expires prior to the completion of the Lease, renewal Certificates of Insurance shall be furnished by Lessee thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be cancelled or not renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the County. This prior notice provision shall be included as an endorsement as a part of each of the above described policies.

Project Title: [RE-2010-01 CATTLE GRAZING AND HAY FIELD LEASE FOR THE PARKS, RECREATION AND CONSERVATION DEPARTMENT](#)

Reviewed, Insurance and Claims Management: **SIGNED COPY IN FILE**

Date: _____

**RFP NUMBER RE-2010-01
CATTLE GRAZING AND HAY FIELD LEASE**

**PART B
SPECIFICATIONS
EXHIBIT II – CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN**

RFP NUMBER RE-2010-01

CATTLE GRAZING AND HAY FIELD LEASE

CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN

1. **STOCKING RATE:** An animal unit (AU) is one (1) bull or one (1) cow with or without one (1) unweaned calf. The maximum stocking rate for the PROPERTY is 1AU/4 acres in areas used for active grazing. Any portion of the lease used solely for haying operations will be deducted from the overall stocking acreage. The LESSEE may stock any number of animal units below the maximum stocking rate stated. The stocking rate may be increased upon favorable evaluation and written approval by the LESSOR.
2. **ACREAGE:** The LESSEE recognizes that a portion of the PROPERTY will be restored over the term of the Lease and any renewals. The LESSEE has been provided a map in the Lease that shows the phase of the restoration and the corresponding reduction in acreage (see Figure 2). While there is an anticipated schedule for the restoration for the initial Lease Term, due to potential funding limitations and other factors, the LESSOR is not able to provide a definitive schedule and acreage that will be available for the first renewal or the second renewal but will provide a forecasted range for the respective acreage for each term.
3. **FENCING AND IMPROVEMENTS:**
 - (a) The LESSEE will construct new fence where required. Figure 3 attached hereto and incorporated herein by reference, depicts the locations where new fences are required. New fences will be constructed of (4) four strands of barber wire, attached to pressure treated or metal fence posts. Post spacing will not exceed (20) twenty feet.
 - (b) The LESSEE will maintain all fences, gates and locks 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 replace or repair it.
 - (c) The LESSEE must obtain the LESSOR's prior written approval before constructing any additional interior fences upon the PROPERTY.
 - (d) The LESSEE will maintain in good repair, any existing improvements upon the property (e.g. working pens, troughs, sheds, and other structures) or any improvements that may be placed upon the PROPERTY during the term of this Lease. Unless otherwise provided herein, the LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR.
 - (e) At the end of the lease term or any renewal, any fencing, gate(s) or other improvements installed by the LESSEE will be deemed the property of the LESSOR and will remain with the PROPERTY unless otherwise acknowledged by the LESSOR in writing.

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

5. PUBLIC USE:

(a) The LESSOR reserves the right to use the PROPERTY, in whole or part, in conjunction with the management of adjoining preserve lands. The LESSOR has identified the use of the Property as a grazing and haying pasture as an interim restoration use to control exotics but public access is permitted.

(b) Equestrian activities will be permitted on the property in specific areas (see Figure 1). It will be the sole choice of the LESSEE to graze cattle in these areas. If the LESSEE chooses not to graze cattle in these areas, it will be the responsibility of the LESSEE to either (1) manage the area as a hay field pursuant to this management plan or (2) mow the areas at least once every quarter unless otherwise approved by LESSOR in writing.

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

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

http://www.floridaagwaterpolicy.com/PDF/Bmps/Bmp_FloridaCowCalf2008.pdf

Prior to conducting activities on the PROPERTY, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP forms and submitting them to FDACS-OAWP, with copies to the County:

- Water Quality/Quantity Best Management Practices Manual Registration Form
- Notice of intent to Implement Water Quality BMPs for Cow/Calf Operations

(b) The LESSOR desires to control or eradicate exotic plants within the PROPERTY. The LESSOR and LESSEE will conduct an inspection of the PROPERTY following execution of this Lease to determine the level of exotic infestation. The LESSOR will provide documentation of the exotic infestation on the property to the LESSEE in writing. The LESSOR, at its discretion, may conduct an initial herbicide treatment of the PROPERTY to reduce the exotic infestation to a level that can be subsequently controlled through semiannual herbicide treatment or manual removal. Following the initial treatment for exotics by the LESSOR, if any, the LESSEE will assume responsibility for controlling exotics on the PROPERTY. If LESSOR chooses not to conduct an initial treatment, LESSOR will arrange with the LESSEE for the LESSEE to administer treatment within one (1) year of execution of this lease. Upon agreement by the LESSOR and LESSEE that the exotic infestation is controllable, the LESSEE will be responsible for monitoring the presence of exotics on the PROPERTY, and will conduct maintenance activities acceptable to the LESSOR (e.g. manual removal or spraying with herbicide), to minimize and limit the spread of exotics onto

the PROPERTY. If 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 exotics.

(c) The LESSEE will assume responsibility for controlling feral hogs on the PROPERTY. LESSOR can help in this effort if acceptable to the LESSEE, but will not be responsible for the control. All captured swine must be slaughtered before being removed from the site. LESSOR shall conduct a criminal background check on any individuals the LESSEE desires to assist with control efforts. LESSEE shall reimburse the LESSOR for the cost of all background checks.

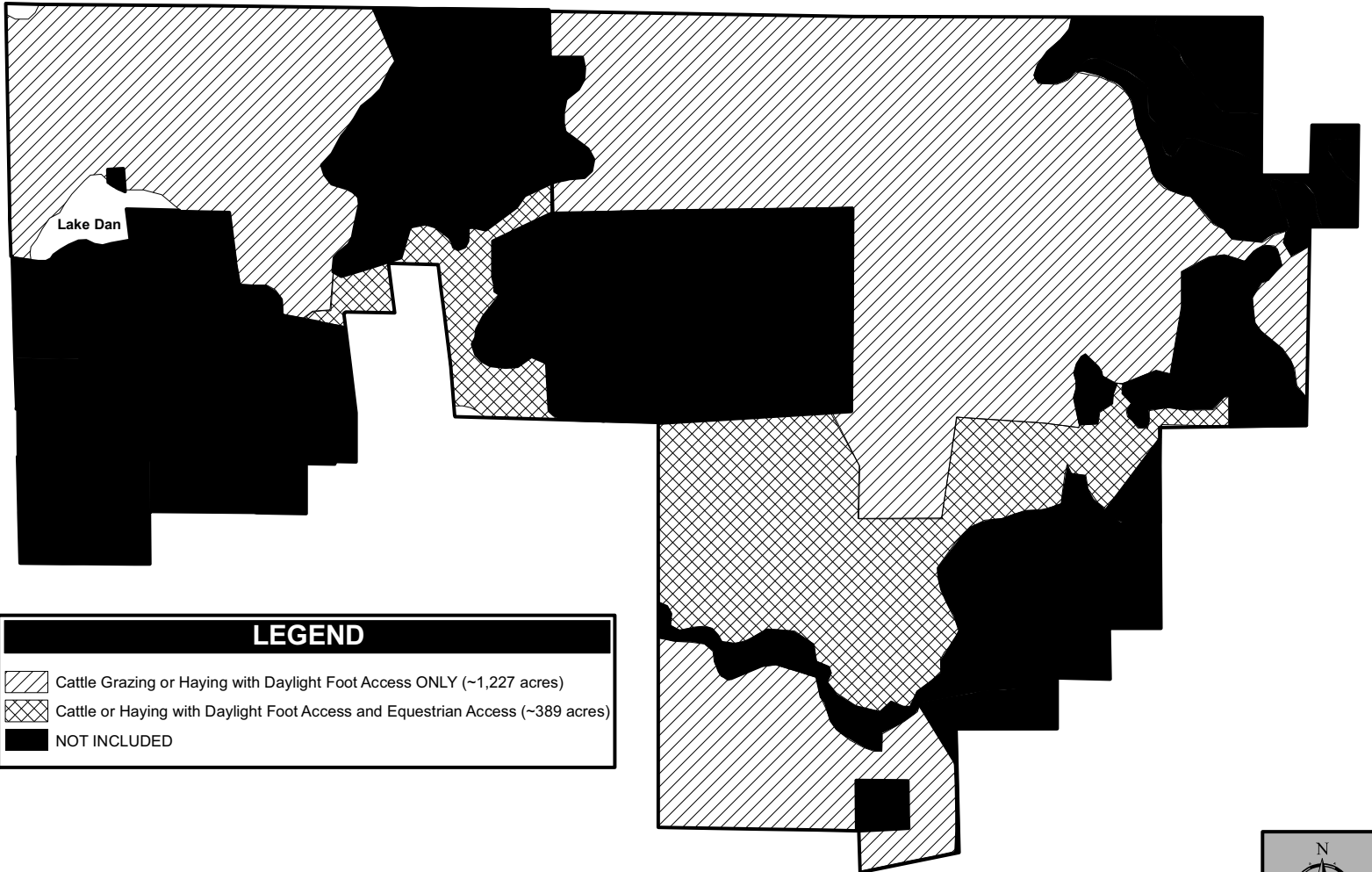
7. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE will ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.
8. HAYING: Haying is allowed on the PROPERTY. The LESSEE, with approval from the County, may restrict equestrian access to areas that are being actively harvested. To ensure that the quality of the hay field is maintained or enhanced, the LESSEE agrees to harvest hay from the pasture(s) at least once a year, but no more than four (4) times annually. The LESSEE will conduct harvesting activities in a manner that will not damage or strip the pasture(s) of desirable grasses. No additives, such as lime or fertilizer, can be used to enhance hay production.
9. WORKS OF THE COUNTY: 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 inspection the PROPERTY, constructing roads and other projects, constructing canals or ditches, and for any matter pertaining to water management or land management activities. The LESSOR will be identified in marked vehicles or have ID badge on person.
10. ACCESS, PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operation are allowed on the PROPERTY.
11. PROTECTION: The LESSEE will regularly inspect the PROPERTY for the purpose of detecting wildfires, trespasses, vandalism, etc. on the PROPERTY. Such inspections may include inspecting for downed or damaged fences, open gates and cattle that have strayed from the PROPERTY. LESSEE must immediately notify the appropriate governmental agencies (listed below) upon the discovery of any wildfire, trespass, or vandalism. LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the PROPERTY.

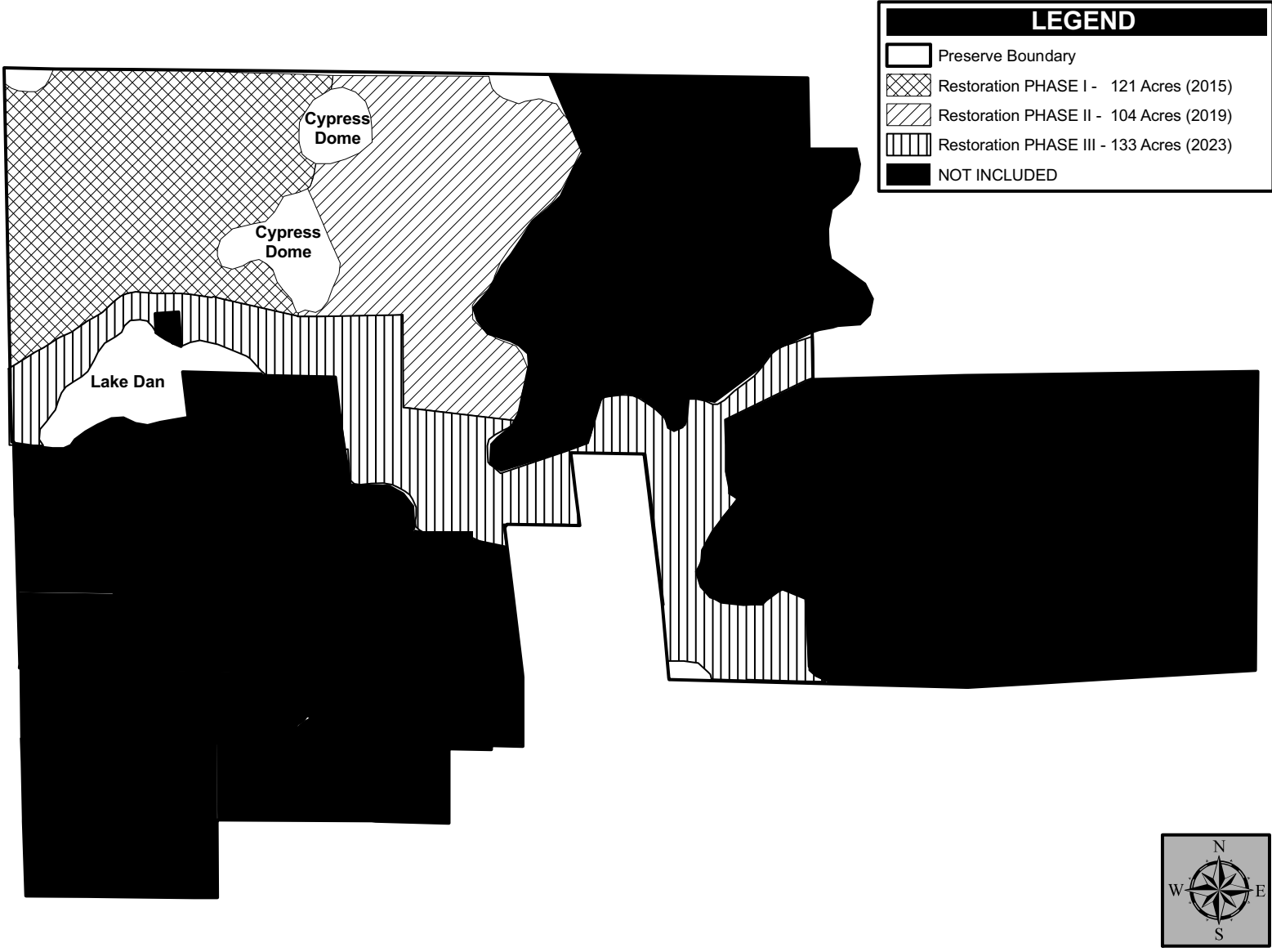
Governmental Contacts:

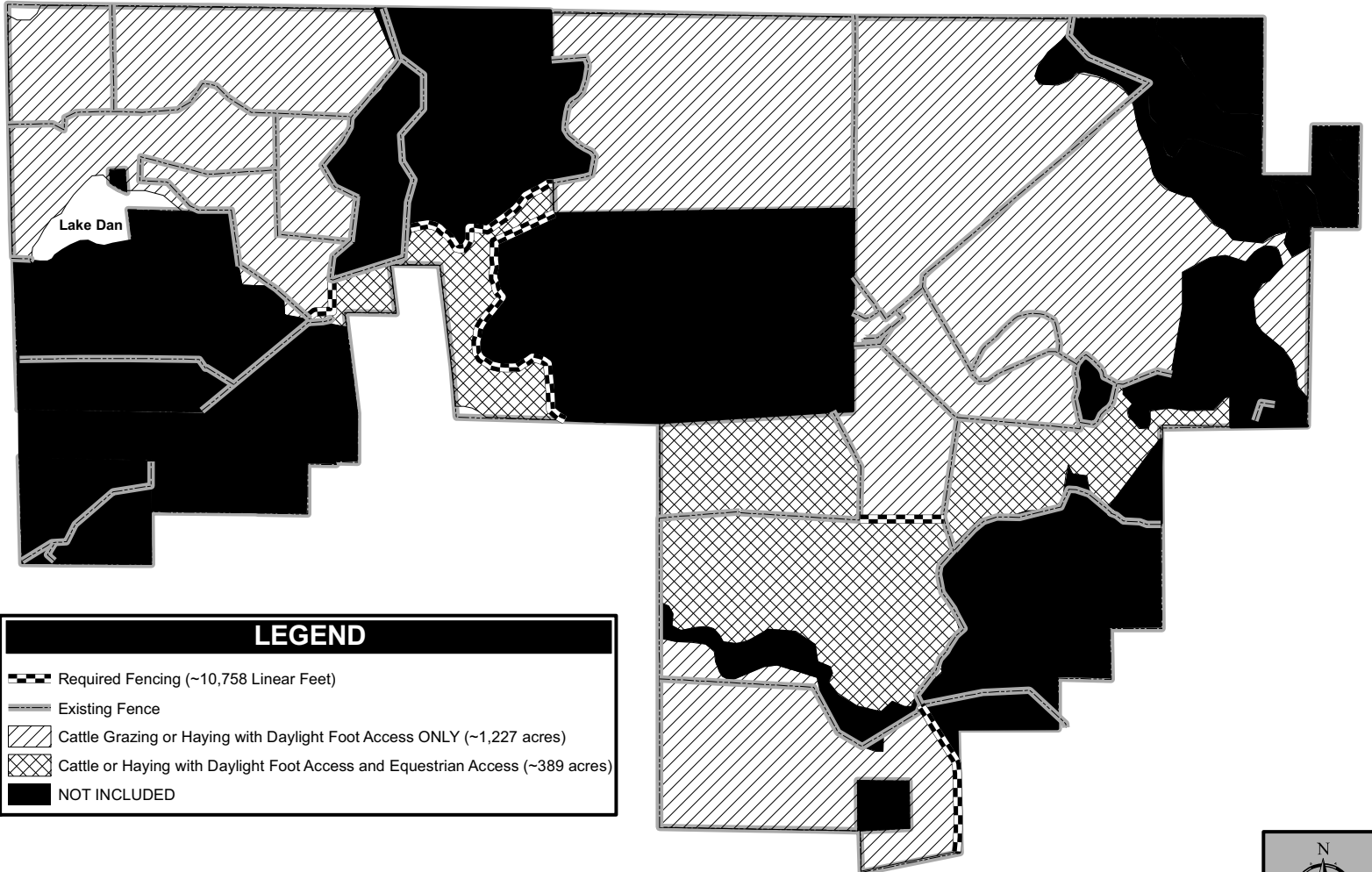
1. For vandalism, trespasses:--Hillsborough County Conservation Services Office (813) 672-7876.
 2. Wildfires – Florida Division of Forestry, Lakeland District (863-648-3160) or Hillsborough County Resource Management Office (M-F, 8AM – 5PM).
12. PRESCRIBED BURNING: In the areas adjacent to the PROPERTY, prescribed burning shall be conducted by the LESSOR to reduce vegetation accumulations and to encourage

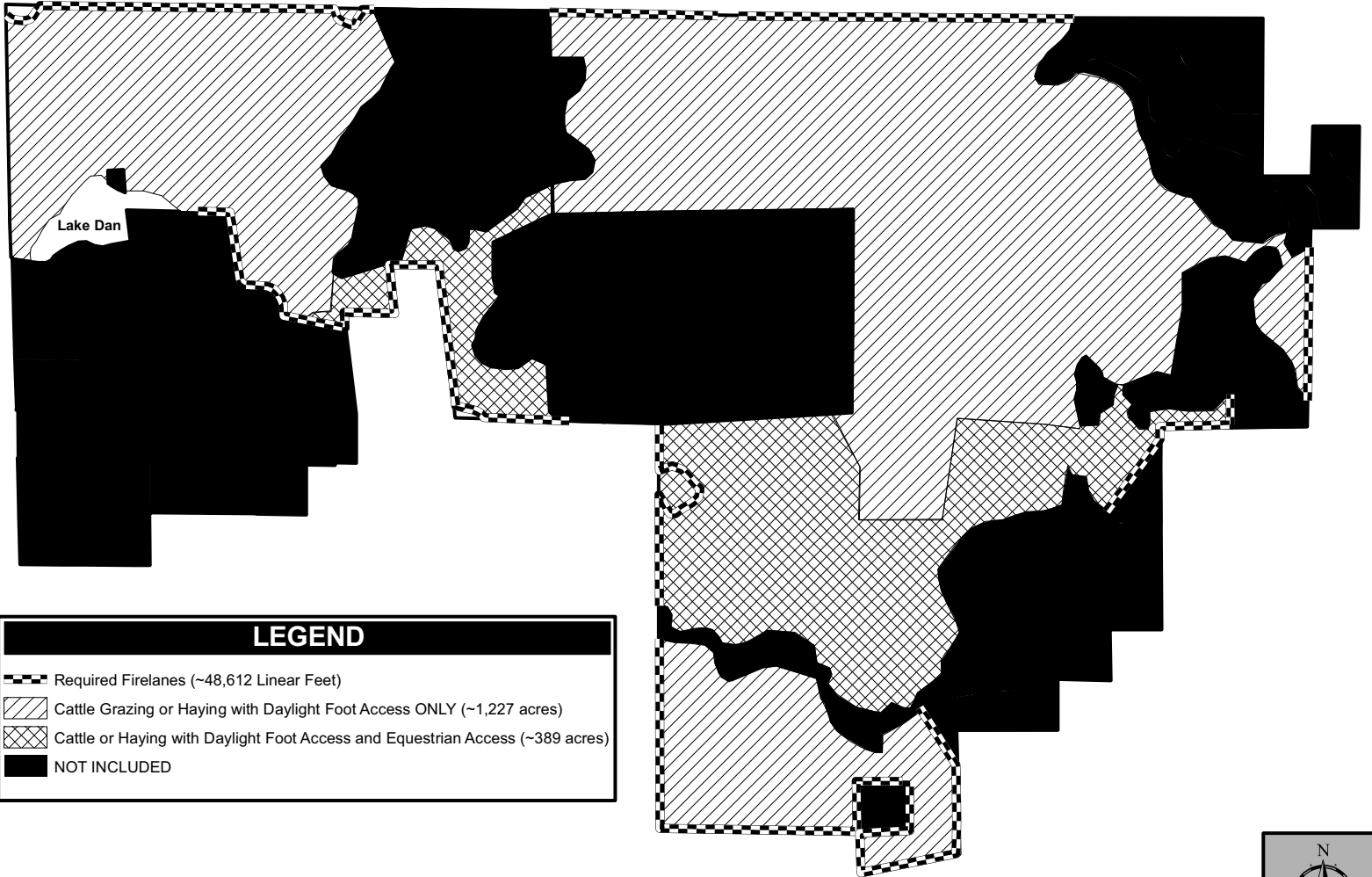
native plant growth and reproduction. The LESSEE must disk specified firebreaks (See Figure 4), around the PROPERTY, at least annually and more frequently if necessary, to protect the Preserve and PROPERTY from damage or destruction by wildfire and ensure that prescribed burns are conducted safely. Firebreaks will be maintained at a minimum width of fifteen (15) feet. The LESSEE may not create any new firebreaks without prior written approval from the LESSOR.

13. **PROTECTION OF LISTED SPECIES:** During the period of this AGREEMENT the presence on the PROPERTY of Species listed as Endangered, Threatened, or of Special Concern by the United States Fish and Wildlife Service ((USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FFWCC) may require certain actions to ensure protection of these listed species. The LESSEE agrees to coordinate and cooperate with the LESSOR during consultations with the USFWS and/or FFWCC to determine the actions necessary to ensure protection of these listed species. The LESSEE agrees to abide by all protective requirements stipulated by the USFWS and/or FFWCC.
14. **HISTORIC PRESERVATION:** The LESSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the LESSEE shall immediately notify the LESSOR and protect the site and the material from further disturbance until the LESSOR gives clearance to proceed.
15. **PROTECTION OF NATURAL RESOURCES:** The LESSEE agrees, with respect to general maintenance of the land and wildlife that the LESSEE will implement and carry on a program of stewardship to promote and maintain said wildlife and land. The LESSEE shall at all times:
 - (a) maintain the PROPERTY in good condition and free from washes, gullies, and other erosion which is detrimental to the PROPERTY;
 - (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the PROPERTY;
 - (c) place no landscape debris, garbage, refuse, or junk on the PROPERTY; and
 - (d) commit no waste of any kind nor in any manner substantially change the contour or condition of the PROPERTY.
16. **CHEMICAL USEAGE:** Lessee shall maintain all licenses, permits or authorizations necessary or required in connection with Lessee's use of the Property, including those pertaining to the use, storage, distribution and disposal of pesticides, herbicides, fertilizers and other chemicals used in accordance with the Cattle Grazing and Hayfield Management Plan and maintenance of the Property. Lessee will not store or mix any pesticides, herbicides, and other potentially hazardous chemicals on the Property. Lessee shall handle, distribute, apply, and dispose of all pesticides, herbicides, fertilizers and other chemicals in accordance with all federal, state and local regulations, and in strict accordance with the manufacturer's instructions. Lessee shall be fully responsible for satisfying any reporting requirements imposed by regulatory authorities relative to the use of such chemicals.









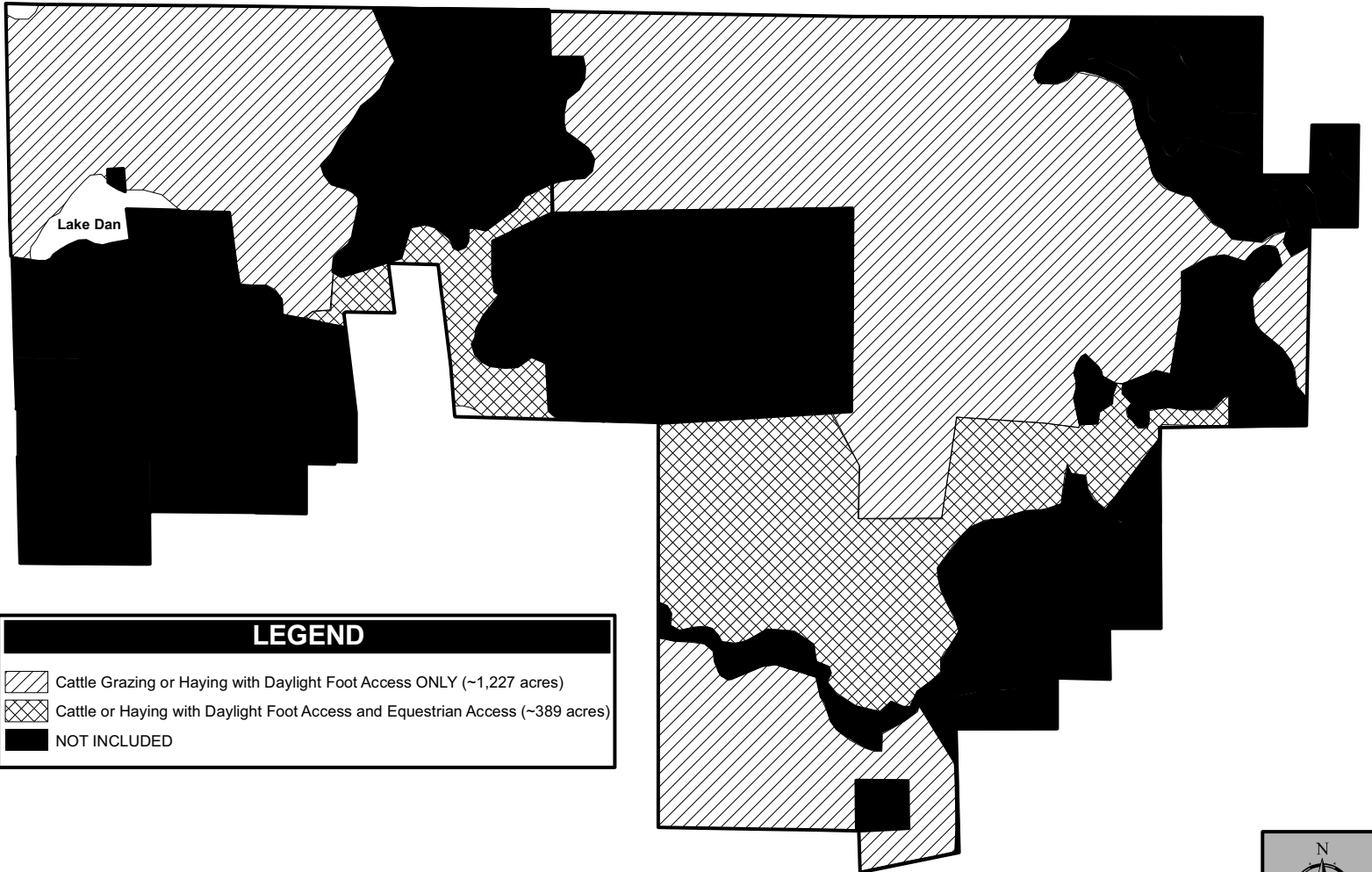
LEGEND

- Required Firelanes (~48,612 Linear Feet)
- Cattle Grazing or Haying with Daylight Foot Access ONLY (~1,227 acres)
- Cattle or Haying with Daylight Foot Access and Equestrian Access (~389 acres)
- NOT INCLUDED



**PART B
SPECIFICATIONS
EXHIBIT III – PROPERTY SKETCH**

See Attached Sketch



CATTLE GRAZING AND HAY FIELD LEASE

**PART C
PROPOSAL**

1. PROPOSER EXPERIENCE AND REFERENCES

(Proposer must insert typed pages demonstrating compliance with the requirements for proposer experience and references and all exhibits thereto.)

CATTLE GRAZING AND HAY FIELD LEASE

**PART C
PROPOSAL**

2. Revenue to be paid to Hillsborough County.

<u>Description</u>	Estimated Total Acreage	Annual Rent
Year One	__1,600__	\$ _____
Year Two	1,600 ___	\$ _____
Year Three	1,600 ___	\$ _____
Year Four	1,600 ___	\$ _____
Year Five	1,475 ___	\$ _____
Year Six	1,475 ___	\$ _____
Year Seven	1,475 ___	\$ _____
Year Eight	1,475 ___	\$ _____

Total for Initial Term

First Four Year Renewal

Initial Minimum Acreage	1,360	Annual Rent Per Acre
Initial Maximum Acreage	1,475	

Second Four Year Renewal

Initial Minimum Acreage	1,225	Annual Rent Per Acre
Initial Maximum Acreage	1,475	

CATTLE GRAZING AND HAY FIELD LEASE

**PART C
PROPOSAL**

3. Deviations:

The following represents every deviation (itemized by number) to the following Instructions to Proposers (Part A), the Specifications (Part B), and the Lease (Part D) upon which this proposal is based:

NOTE: Any representation of deviation may cause this proposal to be rejected by Hillsborough County. All proposers should carefully read paragraph 5 of the Instructions to Proposers (Part A).

CATTLE GRAZING AND HAY FIELD LEASE

**PART C
PROPOSAL**

4. PROPOSER CONTACT INFORMATION AND SIGNATURE

By signing this proposal, the undersigned affirms that said proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The undersigned understands that this proposal must be signed in ink and that Hillsborough County will consider an unsigned proposal incomplete and subject to rejection.

SUBJECT TO THE DEVIATIONS STATED IN PARAGRAPH 3 ABOVE, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO PROPOSERS (PART A), THE SPECIFICATIONS (PART B), AND THE SUBSEQUENT LEASE (PART D), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

USE BLACK INK ONLY

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL TO BE CONSIDERED BY HILLSBOROUGH COUNTY.

(THIS SPACE INTENTIONALLY LEFT BLANK)

RFP NUMBER RE-2010-01
CATTLE GRAZING AND HAY FIELD LEASE

- A. **Name of Proposer:** _____
(typed or printed: firm, corporation, business or individual)
- B. **Name of Contact Person:** _____
- C. **Proposer's local (to Tampa, Florida) business and mailing address is:**

- D. **Proposer's primary business and mailing address is:**

- E. **Proposer's present business phone number is:** _____
() _____
Proposer's present business fax number (if any) is: _____
() _____
Proposer's e-mail address (if any) is: _____
- F. **Proposer's business has been in operation under its present name since:**

- G. **Federal Tax ID Number:** _____
- H. **At this present time proposer understands** all requirements and states that as a serious proposer it will comply with all the stipulations included in the proposal package.
- The above-named proposer affirms and declares:**
- (1) That the proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Lease proposed to be entered into.
 - (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
 - (3) That the proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
 - (4) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of the Lease; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.
 - (5) That the proposer has carefully examined the site where the services are to be performed and that, from his/her own investigations, is satisfied as to the nature and location of the Property; the character, quality and quantity of the proposed cattle grazing and hay field; the general and local conditions; all difficulties to be encountered; and all other items which may in any way affect the performance of the services.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness

BY: _____ (SEAL)
(Authorized Signature in Ink)

Witness

(Printed Name of Signer)

(Title of Person Signing)

CORPORATE SEAL
(Where appropriate)

(Date Signed)

(Phone Number of Signer)

NOTE:

Proposer must sign this proposal in front of a notary public and have the notary public execute the appropriate acknowledgement on the next page.

ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF PROPOSER, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging individual)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

PART C

EXHIBIT I

Hillsborough County EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/LESSEE REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/LESSEE ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/LESSEE FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a Proposer/Lessee with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the Proposer/Lessee is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965, as amended by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal Contract Compliance "bid conditions" in the proposal package.
2. The Proposer/Lessee must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the Lease is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County Contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.

**EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

PROJECT: CATTLE GRAZING AND HAY FIELD LEASE

BID NUMBER RE-2010-01

FIRM'S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm's own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.)
 2. Workforce Analysis by race/sex and EEO Category.
 3. If organization receives federal/state/local funding, please list source and dollar amount.
 4. Name of person designated as EEO representative.
 5. Is the organization receptive to on-site reviews?
 6. Does the organization have a procedure for resolving discrimination complaints?
 7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
 8. Do you anticipate hiring additional staff as part of the Lease? If yes, please provide the number of positions and type of positions.
 9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months).
- * A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.**

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

FIRM NAME: _____

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)

CATTLE GRAZING AND HAY FIELD LEASE

**PART D
LEASE**

CATTLE GRAZING AND HAY FIELD LEASE

THIS CATTLE GRAZING AND HAY FIELD LEASE (hereinafter the "Lease"), is made and entered into this _____ day of _____, 2010, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1110, Tampa, Florida 33601 (hereinafter the "Lessor"), and _____, whose address is _____ (hereinafter the "Lessee").

WHEREAS, Lessor is the owner of approximately 1,600 acres of real property located on the north side of Tarpon Springs Road, across from Oakdale Road approximately two miles west of Gunn Hwy, south of Pasco County line and east of Pinellas County line, with a primary access point at **10225 Woodstock Road, Odessa, Florida 33556**, in Hillsborough County, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, the Property was acquired by Lessor for preservation and restoration of natural habitats; and

WHEREAS, Lessor desires to lease the Property for cattle grazing and hay field purposes as a means of managing the Property prior to restoration of natural habitats, and has conducted a competitive process for the purpose of awarding a lease of the Property to a qualified cattle grazing and hay field agricultural manager; and

WHEREAS, Lessee was the successful proposer in the competitive process, based in substantial part on Lessee's preparation of and ability to carry out the requirements of the Cattle Grazing and Hay Field Management Plan attached hereto and incorporated herein as **Exhibit "B"**.

NOW, THEREFORE, for and in consideration of the rents, terms and covenants contained herein, Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor, to wit:

ARTICLE 1: Incorporation of Whereas Provisions.

The "Whereas" provisions cited above are true and correct and are incorporated herein by reference.

ARTICLE 2: Term.

The term of this Lease shall be for an eight (8) year period commencing on December 1, 2010, and ending November 30, 2018 (the "Lease Term"), with two four (4) year renewal terms that may be exercised upon mutual agreement of Lessor and Lessee. Upon approval of the Lease by the Lessor, the Lessee may access the Property provided the Lessee is in compliance with all other requirements of this Lease.

ARTICLE 3: Security Deposit.

Lessee, upon execution of this Lease and prior to occupancy, shall pay to Lessor a security deposit in the amount of Five Thousand Dollars (\$5,000.00), which shall be deposited by Lessor into an interest-bearing escrow account and retained until the expiration of the Lease Term or earlier Lease termination date. Within thirty (30) days from the expiration of the Lease Term or earlier termination date, Lessor shall notify Lessee of any amounts to be retained by Lessor to repair or correct damage or conditions occurring on the Property as a result of Lessee's tenancy, or to offset any unpaid rent. Any amounts not so retained shall be returned to Lessee with accrued interest within sixty (60) days from the expiration of the Lease Term (or extension thereof) or earlier termination date.

ARTICLE 4: Rent.

Lessee shall pay annual rent in a lump sum of _____ Dollars (\$#####) (plus sales tax, if any) beginning on December 1, 2010, and shall pay the specified Annual Rent as indicated on **Exhibit "D"** on the specified date thereafter for the duration of the term. Lessee shall pay said annual rent without notice, demand, deduction or set-off. Any annual rent payment not made by the date shown on

Exhibit “D” shall be deemed delinquent. All delinquent payments to Lessor shall bear interest at a rate of six percent (6%) per annum, calculated on a daily basis from the applicable payment due date.

Lessor and Lessee acknowledge that the annual rental payment is based upon the estimated gross acres as stated in **Exhibit “D”** and that both parties have accepted this acreage estimate as the acreage for the initial term of this Lease.

ARTICLE 5: Public Access.

Lessee acknowledges that the public will have daylight foot access to the entire Property and certain lands adjoining the Property, as well as daylight equestrian access to certain portions of the Property and certain lands adjoining the Property, as specified in the Cattle Grazing and Hay Field Management Plan.

ARTICLE 6: Use of Property.

Lessee shall use the Property for the purpose of grazing cattle and the cultivation and harvesting of hay in accordance with the Cattle Grazing and Hay Field Management Plan and for no other purpose. Lessee’s use shall conform in all respects with the Cattle Grazing and Hay Field Management Plan attached hereto as **Exhibit “B”**.

ARTICLE 7: Lessee’s Operating Requirements.

- A. Lessee shall operate, manage and maintain the Property in accordance with the Cattle Grazing and Hay Field Management Plan attached as **Exhibit “B”**. Lessee shall comply with all laws, statutes, rules, ordinances and regulations, whether local, state or federal, relating to the agricultural operation, if any.
- B. Lessee shall maintain all licenses, permits or authorizations necessary or required in connection with Lessee’s use of the Property, including those pertaining to the use, storage, distribution and disposal of pesticides, herbicides, fertilizers and other chemicals used in accordance with the Cattle Grazing and Hay Field Management Plan and maintenance of the Property.
- C. Lessee will not store or mix any pesticides, herbicides, and other potentially hazardous chemicals on the Property. Lessee shall handle, distribute, apply, and dispose of all pesticides, herbicides, fertilizers and other chemicals in accordance with all federal, state and local regulations, and in strict accordance with the manufacturer’s instructions. Lessee shall be fully responsible for satisfying any reporting requirements imposed by regulatory authorities relative to the use of such chemicals.
- D. Lessee will be responsible for the reporting requirements of Water Use Permit 20 000411.003 with the Southwest Florida Water Management District (the “District”), completing any renewal of this permit, and providing the Lessor with copies of all reports and other documents provided to the District.

ARTICLE 8: Operating Costs and Taxes.

Lessee agrees to promptly pay when due all of its operating, maintenance and servicing charges and costs, including telephone, gas, electricity, water, sewer, and all other expenses incurred in the use and operation of the Property.

Lessor is currently immune from ad valorem taxes on the Property. However, Lessor does NOT guarantee that such immunity shall continue following the execution of this Lease. Should the Property Appraiser levy ad valorem taxes against the Property at any time during the term of this Lease, Lessee, at its sole cost and expense, shall be responsible for the prompt payment of any and all such taxes.

Lessee acknowledges that special assessments may be levied on the Property for which Lessor is NOT immune or exempt. These special assessments may include, but are not limited to, Solid Waste Collection Fees, Solid Waste Disposal Fees, and Stormwater Assessment Fees. To the extent that any special assessments are levied against the Property during the term of this Lease, Lessee shall be responsible for the prompt payment of said assessments at its sole cost and expense.

ARTICLE 9: Lessor's Project Manager.

Lessor shall designate a project manager (the "Project Manager") to serve as Lessor's representative during the term of this Lease for purposes of determining Lessee's compliance with all terms and provisions relating to the use, operation, repair and maintenance of the Property. The Project Manager, his designee or agent, shall have the right to enter the Property and the buildings and improvements constructed thereon during regular business hours, upon reasonable notice, for the purpose of inspecting same, and for any other purpose not inconsistent with the terms of this Lease. The Project Manager, his designee or agent, shall have the right of full inspection of the Property every sixty (60) days, and shall provide Lessee with 24 hours notice of his intent to inspect. The Project Manager, his designee or agent, shall evaluate whether the Property is being operated pursuant to the Cattle Grazing and Hay Field Management Plan and shall notify Lessee of any deficiencies and recommendations for corrective action. The Project Manager, his designee or agent, shall further have the right, on an as-needed basis and upon reasonable notice to Lessee, to conduct intermittent inspections of the Property and access to the Property for preservation management activities of the Property, as well as adjoining preservation land owned and/or managed by the Lessor. The Project Manager, his designee or agent, shall use his best efforts to not disturb the rights or business operations of Lessee except in the event of an emergency.

ARTICLE 10: Approval of Construction.

Lessee acknowledges that no structures or other improvements are to be constructed on the Property except for fences and those items specified in the Cattle Grazing and Hay Field Management Plan.

ARTICLE 11: Mutual Representations and Warranties.

Lessee acknowledges that it has made a thorough and complete inspection of the Property and is fully advised of its condition. Lessee fully accepts the Property in its present "as-is" condition. Lessor warrants that Lessor has full authority to enter into this Lease.

ARTICLE 12: Limitations on Authority.

Lessee shall have no authority on behalf of Lessor to:

- A. Borrow money, guarantee the debts of any third person, or mortgage, pledge, grant a security interest in or otherwise encumber all or any part of the Property; or
- B. Institute or defend any legal proceeding, if such legal proceeding may reasonably be expected to result in a counterclaim being advanced against Lessor; or
- C. Enter into any lease, sublease, license or concession agreement concerning the Property; or
- D. Enter into service contracts; or
- E. Incur any liabilities or obligations to third parties.

ARTICLE 13: Default.

Each of the following shall be deemed an event of default by Lessee under this Lease.

- A. Failure of Lessee to pay any installment of annual rent or any other sum required to be paid under the terms of this Lease within fifteen (15) days after written notice from Lessor of non-payment;
- B. Failure by Lessee to perform or observe any other term, covenant, requirement or condition of this Lease, including compliance with the Cattle Grazing and Hay Field Management Plan, or breach of Lessee's warranties under this Lease, if such failure or breach is not cured within ninety (90) days after written notice from Lessor of the default or breach; provided, however, that if such performance reasonably requires a longer period, Lessee shall not be deemed in default if Lessee develops a plan

acceptable to Lessor for remedying the deficiency and commences the required performance promptly and thereafter pursues and completes such action diligently and expeditiously, and in any event completes the required action within an additional sixty (60) days;

- C. Breach of any warranties made by Lessee under this Lease;
- D. Abandonment of the Property by Lessee;
- E. The filing of a tax or construction lien against the Property or any other property of Lessor or Lessee which is not bonded or discharged within thirty (30) days of the date such lien is filed;
- F. The filing by Lessee of a petition under any chapter of the federal bankruptcy act, as amended, or under any similar law or statute of the United States or any state; or the filing against Lessee of an involuntary petition in bankruptcy or insolvency or a similar proceeding, and such filing or proceeding has not been dismissed within ninety (90) days;
- G. The sale of Lessee's interest in the Property under attachment, execution or similar legal process;
- H. The failure of Lessee to vacate the Property upon termination of the Lease, unless Lessor has otherwise agreed in writing;
- I. Any attempt by Lessee to sub-lease or assign this Lease; and
- J. Failure to maintain required liability insurance as specified in Article 18 of this Lease.

ARTICLE 14: Lessor's Remedies.

Upon the occurrence of an event of default beyond any applicable notice period set forth in Article 13 above, and without further notice to Lessee in any instance (except where expressly provided for below), Lessor may do any one or more of the following:

- A. Lessor shall have the right, at its election, upon providing fifteen (15) days prior written notice to Lessee, to cancel and terminate this Lease and remove all persons and property therefrom by summary proceedings; provided, however, that any such termination of this Lease shall be at the option or election of Lessor only, and such termination and cancellation shall not take effect unless Lessor elects in writing that it shall.
- B. In the event Lessee abandons the Property, or in the event Lessor dispossesses Lessee but does not elect to terminate this Lease, then Lessor shall have the right to re-let the Property or portions thereof for such periods of time and at such rentals as Lessor may elect. Lessor shall apply the net rentals first to the payment of Lessor's costs and expenses in dispossessing Lessee and re-letting the Property, including attorney's fees and costs; second, to the payment of costs and expenses incurred by Lessor to make such repairs to the Property as may be necessary in order to re-let same; and the balance, if any, shall be applied by Lessor to amounts due or payable by Lessee hereunder, if any, with the right reserved to Lessor to bring such action or proceeding for the recovery of any deficits remaining unpaid, and without being obliged to await the end of the Lease Term for a final determination of Lessee's account.

The commencement or maintenance of any one or more action shall not bar Lessor from bringing other or subsequent actions for further accruals pursuant to the provisions of this Article. Lessor may also pursue such other remedies as it may have in law or equity, and all such rights and remedies, whether expressly stated above or whether available at law or in equity, shall be deemed separate and cumulative, and no one remedy shall be deemed to be exclusive of any such other remedy.

In the event of the termination of this Lease by Lessor because of Lessee's default, Lessor shall, notwithstanding any other provision of this Lease, be entitled to retain the security deposit, any annual rent paid by Lessee, any personal property located on the Property, rights to all crops present on the Property, and any and all rights and interest, then or future, to any revenue generated from the Property. In the event of such termination, Lessee hereby waives any claim whatsoever against Lessor in connection with the security

deposit, improvements made upon the Property by Lessee, rents paid, personal property located on the Property, crops present on the Property, and future revenue from the Property.

ARTICLE 15: Ownership at Termination.

All buildings, structures, fixtures and equipment of every kind now existing or hereafter erected, installed or placed on the Property shall be deemed the property of Lessor at the expiration of the Lease Term or earlier termination of the Lease, and shall be left in good condition and repair, ordinary wear and tear excepted. Any non-fixture personally owned by Lessee at the expiration of the Lease Term or earlier termination of the Lease shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such non-fixtures, provided Lessee is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the Property until the damages suffered by Lessor from any such default have been ascertained and compensated. Any damage to the Property caused by the removal of such personal property by Lessee shall be promptly repaired by Lessee at its expense. In the event Lessee fails to remove its personal property from the Property within fifteen (15) days from the date that the Lease expires or is earlier terminated, such property shall be deemed the property of Lessor, and Lessor may remove and retain the same in its possession, and may sell same at public auction and retain all proceeds.

ARTICLE 16: Right-of-Entry.

At the end of the Lease Term or any extension thereof, Lessee shall be entitled to a right-of-entry from Lessor for the purpose of accessing the Property for a period of up to thirty (30) days from the end of the Lease Term or extension thereof. Said right-of-entry shall include a covenant that Lessee shall indemnify and hold Lessor harmless from and against any claim, cause of action, charge or expense arising out of or resulting from Lessee's activities on the Property during said thirty (30) day period.

ARTICLE 17: Damage or Destruction of Leased Property.

Except as otherwise provided in this Lease, if the Property, pasture, or any portion thereof, is damaged or destroyed, Lessee shall, to the extent of the insurance proceeds, and any grant funding and/or compensatory award that may be available, promptly repair, replant or replace the same, and any insurance proceeds, grant funding and/or compensatory award received with respect to such damage or destruction shall be applied to payment of the expenses of such repair, or replacement, and any excess proceeds shall belong to Lessee. Any other terms or provisions of this Lease pertaining to use of the Property as a cattle grazing and hay field shall be binding upon Lessee in the performance of said work.

ARTICLE 18: Insurance.

Lessee shall provide and maintain in full force and effect during the term of this Lease liability insurance of the types and amounts specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. Failure to maintain the required insurance shall be considered an event of default under this Lease.

ARTICLE 19: Indemnification.

In consideration for the granting of this leasehold interest by Lessor, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including attorney's fees and court costs, which may be asserted against, imposed upon or incurred by Lessor by reason of loss of life, personal injury, damages to property, or otherwise occurring due in whole or in part to the activities of Lessee, its agents, employees and invitees, under this Lease.

ARTICLE 20: Statement of Assurance.

During the performance of this Lease, Lessee hereby assures Lessor that Lessee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Lessee does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Lessee's employees or applicants for employment. Lessee understands and agrees that this Lease is conditioned upon the veracity of this Statement of Assurance. Furthermore, Lessee hereby

assures the Hillsborough County Board of County Commissioners that Lessee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable federal and state laws, executive orders and regulations prohibiting discrimination as described herein are included within this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era veterans and disabled veterans within the protective range of its applicability.

ARTICLE 21. American with Disabilities Act.

Lessee acknowledges that the Americans with Disabilities Act of 1990, as amended (hereinafter the "ADA"), imposes certain requirements upon the owners, lessees and operators of commercial facilities and places of public accommodation, including without limitation, prohibitions on discrimination against any individual on the basis of disability. Accordingly, but without limiting the generality of and notwithstanding any other provision of this Lease, Lessee agrees to take all proper and necessary action to cause the Leased Property to be ADA compliant, and assumes all responsibility to ensure the continued compliance of the Leased Property with all provisions of the ADA throughout the initial term of this Lease and any renewal term hereof.

ARTICLE 22: Assignment and Subleasing.

Lessee shall not sublease, assign, license or otherwise encumber the Property or any portion thereof or assign any of its rights or obligations pursuant to this Lease. Any attempt to sublease or assign this Lease shall be considered an event of default.

ARTICLE 23: Subrogation.

Lessor shall have the option, without waiving or impairing any of its rights, to pay any sum or perform any act required by Lessee, and the amount of any such payment and the value of any such performance, together with interest, shall be secured by this Lease, and shall be promptly due and payable by Lessee to Lessor.

ARTICLE 24: Maintenance of Records.

Lessee shall keep and maintain adequate records and supporting documentation of its operations for a minimum of five (5) years following the expiration of the Lease or earlier termination. Lessor and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as Lessor deems necessary during the term of this Lease. The five (5) year time period will be extended until audit findings are issued if an audit is initiated during the five (5) year period. Such activity shall be conducted only during normal business hours.

ARTICLE 25: Notice.

All notices under this Lease shall be in writing and shall be served by certified or registered mail, return receipt requested, addressed to Lessee and Lessor at their respective principal office addresses as set forth below:

LESSOR: Hillsborough County
Real Estate Department
P.O. Box 1110
Tampa, Florida 33601
Attention: Director

WITH A COPY TO: Hillsborough County Parks, Recreation and Conservation Department
P.O. Box 1110
Tampa, Florida 33601
Attention: Director

LESSEE: _____

ARTICLE 26: Signs.

Unless otherwise authorized herein, Lessee shall not place any sign or other advertising matter or material on the Property without the prior written consent of Lessor.

ARTICLE 27: Holding Over.

If Lessee continues to occupy the Property after the expiration of the term of this Lease or earlier termination date, and Lessor accepts rent thereafter, a monthly tenancy terminable with one (1) month's notice shall be created, which shall be upon the same terms and conditions as those herein specified, except that the rent shall be adjusted to 110% of the rent in effect immediately prior to the expiration or termination of the Lease.

ARTICLE 28: Severability.

If any article, clause, phrase or portion of this Lease is for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 29: Survivability.

Any term, condition or obligation which requires performance by either party subsequent to the termination of this Lease shall remain enforceable against such party subsequent to termination, including but not limited to the indemnification clause contained herein.

ARTICLE 30: Nonwaiver.

Failure of Lessor to insist upon the strict performance of any covenant, condition, term or obligation of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of Lessor's right to enforce such covenant, condition, term or obligation.

ARTICLE 31: No Recordation.

Neither this Lease nor any notice of it shall be recorded in any public records without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.

ARTICLE 32: Authority.

The person(s) executing this Lease on behalf of each party warrant that they have authority to so execute this Lease and to bind the party on whose behalf they are signing. If Lessee is a corporation or partnership, the person executing this Lease on behalf of Lessee represents and warrants that Lessee is duly organized and validly existing; that this Lease has been authorized by all necessary parties; and that this Lease is validly executed by an authorized officer or agent of Lessee and is binding upon and enforceable against Lessee in accordance with its terms.

ARTICLE 33: Entire Agreement.

This Lease constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered, or changed except by a written amendment to the Lease executed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date first above written, by their respective duly-authorized officers.

SIGNED AND SEALED IN THE PRESENCE OF:

(Two Witnesses Required)

Print Name: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ . He/she is personally known to me or has produced _____ as identification.

LESSEE:

Sign: _____

Print Name: _____

Title: _____

Corporate Seal (where appropriate):

Notary Public, State of Florida

Notary Seal:

Name of Notary Printed, Stamped or Typed

ATTEST:

PAT FRANK, Clerk of Circuit Court

By: _____
Deputy Clerk

Approved as to Legal Sufficiency

By: _____
Managing Attorney

LESSOR:

HILLSBOROUGH COUNTY, a political subdivision of the State of Florida

By: _____
Chairman

BOCC Doc No. _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Those portions of the following properties as shown on the attached sketch and the sketches provided in the Cattle Grazing and Hay Field Management Plan.

It is intended that certain natural areas (upland and wetland) and certain other portions are excluded from this lease.

In the event of any discrepancy or dispute between this legal description and the sketch, it will be deemed that the sketch will govern. Headings and other notations are provided for convenience.

ELAPP PARCEL:Wilde Property – Lake Dan

The South 1/2; and the West 1/2 of the Northwest 1/4; all in Section 5, Township 27 South, Range 17 East; LESS the railroad right-of-way.

AND

The North 1/2 of the Northeast 1/4; the Southwest 1/4 of the Northeast 1/4; the Northwest 1/4; the Northwest 1/4 of the Southeast 1/4; and the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4; all in Section 6, Township 27 South, Range 17 East; LESS and excepting therefrom the following parcel:

Commence at the Southwest corner of the North 1/2 of Section 6, Township 27 South, Range 17 East, and run North 1°10'18" West, 449.66 feet along the section line; thence run East 1,303.19 feet for a Point of Beginning; from this located Point of Beginning, run North 03°33'30" West, 62 feet; thence run North 86°21'30" East, 210 feet; thence run South 03°38'30" East, 210 feet to the waters edge of Lake Dan; thence run along the waters edge to the Point of Beginning, all lying and being in Hillsborough County, Florida.

AND

The following Lots in Section 6, Township 27 South, Range 17 East, as shown on the plat of KEYSTONE PARK COLONY, Recorded in Plat Book 5, page 55, of the Public Records of Hillsborough County, Florida; Lots 10, 15 and 16 in the Northeast 1/4; Lots 1, 2, 7, 11, 12, 13 and 14, in the Southeast 1/4; and Lots 3, 5, 8, 9, 12, 13, 14, 15 and 16 in the Southwest 1/4.

AND

The following Lots in Section 7, Township 27 South, Range 17 East, as shown on said plat: Lots 4 and 5 in the Northeast 1/4; and Lots 1, 5, 6, 7, 11 and 12, in the Northwest 1/4; LESS railroad right-of-way.

AND

Former Rail Road right-of way within the South 1/2; and the West 1/2 of the Northwest 1/4; all in Section 5, Township 27 South, Range 17 East.

AND

Former Railroad right of way within Lots 11 and 12, in the Northwest ¼ in Section 7, Township 27 South, Range 17 East, as shown on said plat of KEYSTONE PARK COLONY, Recorded in Plat Book 5, page 55, of the Public Records of Hillsborough County,

Also Identified by Folio numbers 000322.0000, 000334.0000, 000341.0000, 000342.0000, 000345.0000 and 000346.0000 from the Hillsborough County Property Appraiser

ELAPP PARCEL – O'Rourke-Brooker Creek Corridor

PARCEL 1: FOLIO # 000257-0000

Tract 11, in the Northwest 1/4 of Section 3, Township 27 South, Range 17 East, of the FIRST ADDITION TO KEYSTONE PARK COLONY, according to the map or plat thereof as recorded in Plat Book 5, Page 62, of the Public Records of Hillsborough County, Florida.

PARCEL 2: FOLIO # 000258-0000

Tract 14, in the Northwest 1/4 of Section 3, Township 27 South, Range 17 East, of the FIRST ADDITION TO KEYSTONE PARK COLONY, according to the map or plat thereof as recorded in Plat Book 5, Page 62, of the Public Records of Hillsborough County, Florida.

PARCEL 3: FOLIO # 000259-0000

Tract 13, in the Northwest 1/4 of Section 3, Township 27 South, Range 17 East, of the FIRST ADDITION TO KEYSTONE PARK COLONY, according to the map or plat thereof as recorded in Plat Book 5, Page 62, of the Public Records of Hillsborough County, Florida.

PARCEL 4: FOLIOS # 000268-0000; 000269-0000; 000284-0000; 000284-0100

Tracts 4, 5, 12 and 13 in the Southwest 1/4 of Section 3, Township 27 South, Range 17 East, LESS the East 25 feet of said Tracts 12 and 13, of the FIRST ADDITION TO KEYSTONE PARK COLONY, according to the map or plat thereof as recorded in Plat Book 5, Page 62, of the Public Records of Hillsborough County, Florida.

PARCEL 5: FOLIO # 000319-0000

All of Section 4, Township 27 South, Range 17 East, Hillsborough County, Florida.

PARCEL 6: FOLIO # 000320-0000; 000321-0000

The Northeast 1/4; The Southeast 1/4 of the Northwest 1/4; and the Northeast 1/4 of the Northwest 1/4, of Section 5, Township 27 South, Range 17 East, Hillsborough County, Florida.

PARCEL 7: FOLIO # 000464-0000; 000465-0000

Tracts 1 through 10, inclusive in the Northeast 1/4 of Section 8, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida.

PARCEL 8: FOLIO # 000466-0000; 000467-0000

Tracts 11, 12, 13, 14, 15 and 16 in the Northeast 1/4 of Section 8, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida.

PARCEL 9: FOLIO # 000484-0000; 000485-0000; 000486-0000

Tracts 1 through 16 inclusive, in the Southeast 1/4 of Section 8, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida.

PARCEL 10: FOLIO # 000496-0000

Tracts 3, 4, 5, 6, 11, 12, 13, and 14 in the Northeast 1/4, of Section 9, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida; LESS that portion acquired for Keystone Lake Management by Southwest Florida Water Management District in O.R. Book 3685, Page 96, of the Public Records of Hillsborough County, Florida.

PARCEL 11: FOLIO # 000497-0000; 000498-0000; 000499-0000
Tracts 1 through 16, in the Northwest 1/4 of Section 9, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida.

PARCEL 12: FOLIO # 000500-0000; 000510-0000
Tracts 1 through 8 inclusive and Tracts 11, 12, and 14 in the Southwest 1/4; and Tract 4 in the Southeast 1/4, of Section 9, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as recorded in Plat Book 5 Page 55, of the Public Records of Hillsborough County, Florida.

PARCEL 13: FOLIO # 001341-0500
That part of the West 1/2 of the Northwest 1/4, lying North of Tarpon Springs Road of Section 16, Township 27 South, Range 17 East, Hillsborough County.

LESS road rights-of-way, if any, AND LESS Railroad rights-of-way, if any, within any of the above described parcels.

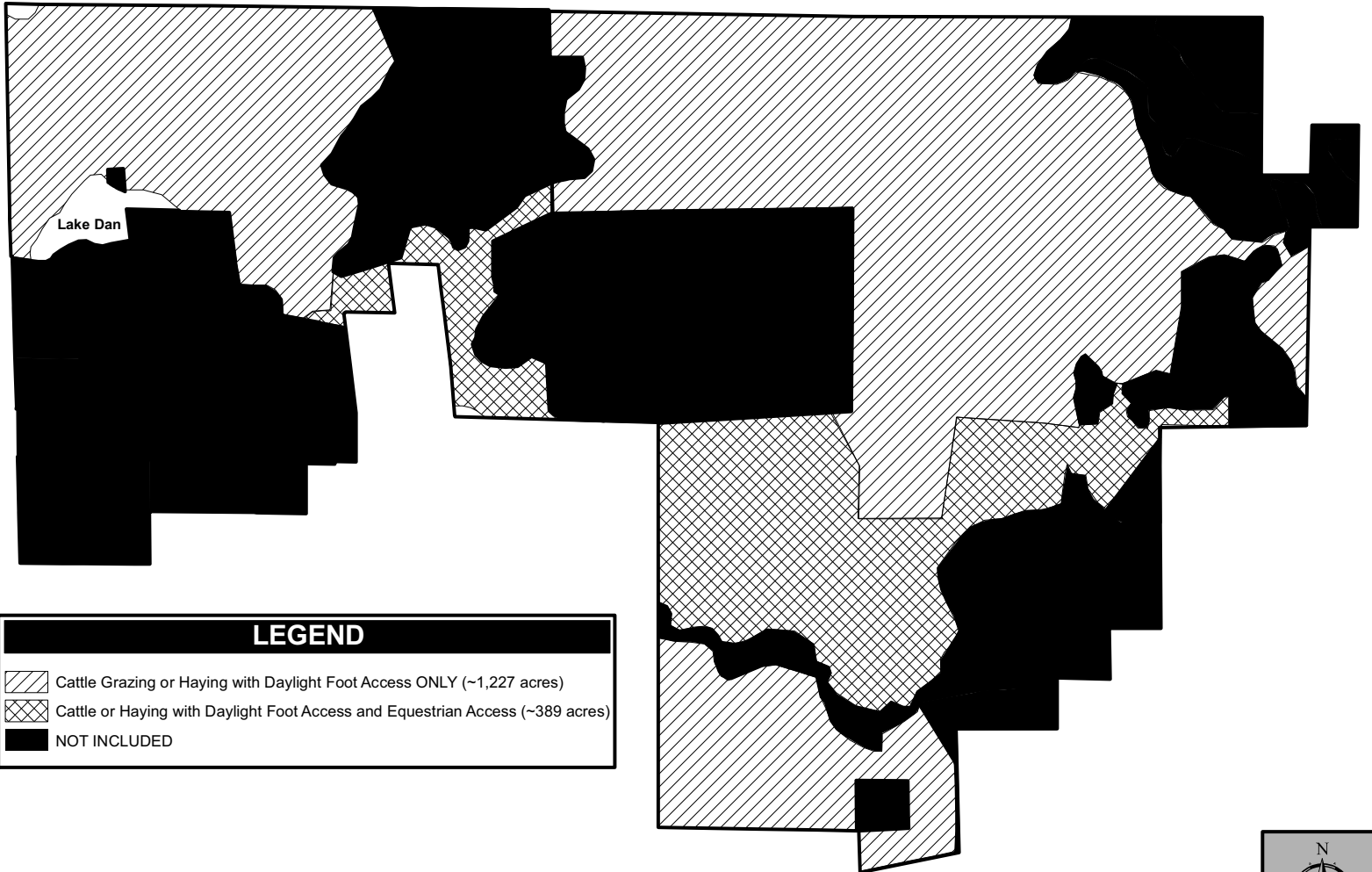


EXHIBIT "B"

CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN

EXHIBIT "B"

CATTLE GRAZING AND HAY FIELD MANAGEMENT PLAN

1. STOCKING RATE: An animal unit (AU) is one (1) bull or one (1) cow with or without one (1) unweaned calf. The maximum stocking rate for the PROPERTY is 1AU/4 acres in areas used for active grazing. Any portion of the lease used solely for haying operations will be deducted from the overall stocking acreage. The LESSEE may stock any number of animal units below the maximum stocking rate stated. The stocking rate may be increased upon favorable evaluation and written approval by the LESSOR.
2. ACREAGE: The LESSEE recognizes that a portion of the PROPERTY will be restored over the term of the Lease and any renewals. The LESSEE has been provided a map in the Lease that shows the phase of the restoration and the corresponding reduction in acreage (see Figure 2). While there is an anticipated schedule for the restoration for the initial Lease Term, due to potential funding limitations and other factors, the LESSOR is not able to provide a definitive schedule and acreage that will be available for the first renewal or the second renewal but will provide a forecasted range for the respective acreage for each term.
3. FENCING AND IMPROVEMENTS:
 - (a) The LESSEE will construct new fence where required. Figure 3 attached hereto and incorporated herein by reference, depicts the locations where new fences are required. New fences will be constructed of (4) four strands of barber wire, attached to pressure treated or metal fence posts. Post spacing will not exceed (20) twenty feet.
 - (b) The LESSEE will maintain all fences, gates and locks 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 replace or repair it.
 - (c) The LESSEE must obtain the LESSOR's prior written approval before constructing any additional interior fences upon the PROPERTY.
 - (d) The LESSEE will maintain in good repair, any existing improvements upon the property (e.g. working pens, troughs, sheds, and other structures) or any improvements that may be placed upon the PROPERTY during the term of this Lease. Unless otherwise provided herein, the LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR.
 - (e) At the end of the lease term or any renewal, any fencing, gate(s) or other improvements installed by the LESSEE will be deemed the property of the LESSOR and will remain with the PROPERTY unless otherwise acknowledged by the LESSOR in writing.
4. IDENTIFICATION: All cattle must bear identification (e.g., ear tags, tattoos, brands, etc.), readily traceable to the LESSEE before their release on the PROPERTY.

5. PUBLIC USE:

(a) The LESSOR reserves the right to use the PROPERTY, in whole or part, in conjunction with the management of adjoining preserve lands. The LESSOR has identified the use of the Property as a grazing and haying pasture as an interim restoration use to control exotics but public access is permitted.

(b) Equestrian activities will be permitted on the property in specific areas (see Figure 1). It will be the sole choice of the LESSEE to graze cattle in these areas. If the LESSEE chooses not to graze cattle in these areas, it will be the responsibility of the LESSEE to either (1) manage the area as a hay field pursuant to this management plan or (2) mow the areas at least once every quarter unless otherwise approved by LESSOR in writing.

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

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

http://www.floridaagwaterpolicy.com/PDF/Bmps/Bmp_FloridaCowCalf2008.pdf

Prior to conducting activities on the PROPERTY, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP forms and submitting them to FDACS-OAWP, with copies to the County:

- Water Quality/Quantity Best Management Practices Manual Registration Form
- Notice of intent to Implement Water Quality BMPs for Cow/Calf Operations

(b) The LESSOR desires to control or eradicate exotic plants within the PROPERTY. The LESSOR and LESSEE will conduct an inspection of the PROPERTY following execution of this Lease to determine the level of exotic infestation. The LESSOR will provide documentation of the exotic infestation on the property to the LESSEE in writing. The LESSOR, at its discretion, may conduct an initial herbicide treatment of the PROPERTY to reduce the exotic infestation to a level that can be subsequently controlled through semiannual herbicide treatment or manual removal. Following the initial treatment for exotics by the LESSOR, if any, the LESSEE will assume responsibility for controlling exotics on the PROPERTY. If LESSOR chooses not to conduct an initial treatment, LESSOR will arrange with the LESSEE for the LESSEE to administer treatment within one (1) year of execution of this lease. Upon agreement by the LESSOR and LESSEE that the exotic infestation is controllable, the LESSEE will be responsible for monitoring the presence of exotics on the PROPERTY, and will conduct maintenance activities acceptable to the LESSOR (e.g. manual removal or spraying with herbicide), to minimize and limit the spread of exotics onto the PROPERTY. If 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 exotics.

(c) The LESSEE will assume responsibility for controlling feral hogs on the PROPERTY. LESSOR can help in this effort if acceptable to the LESSEE, but will not be responsible for the control. All captured swine must be slaughtered before being removed from the site. LESSOR shall conduct a criminal background check on any

individuals the LESSEE desires to assist with control efforts. LESSEE shall reimburse the LESSOR for the cost of all background checks.

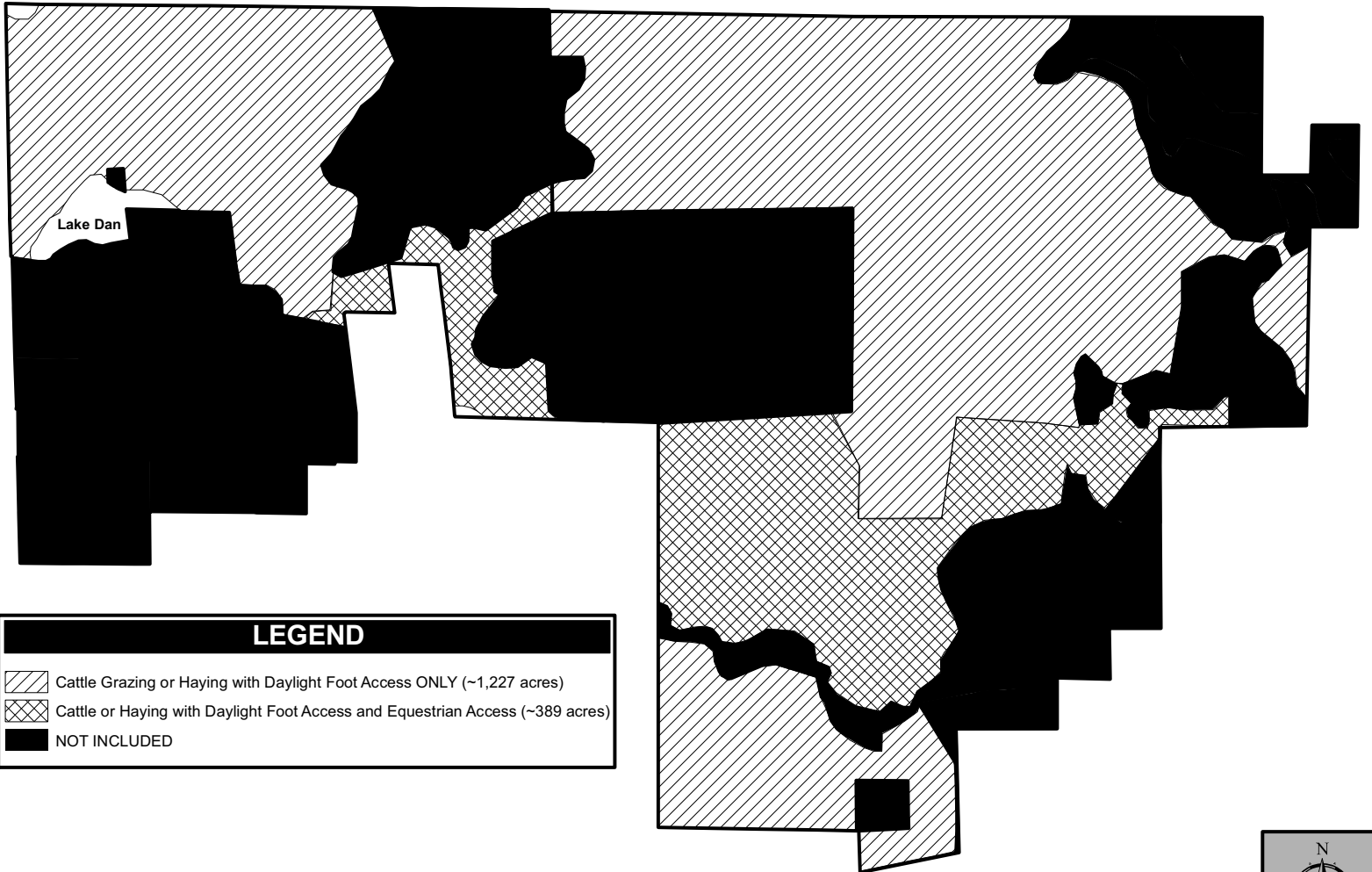
7. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE will ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.
8. HAYING: Haying is allowed on the PROPERTY. The LESSEE, with approval from the County, may restrict equestrian access to areas that are being actively harvested. To ensure that the quality of the hay field is maintained or enhanced, the LESSEE agrees to harvest hay from the pasture(s) at least once a year, but no more than four (4) times annually. The LESSEE will conduct harvesting activities in a manner that will not damage or strip the pasture(s) of desirable grasses. No additives, such as lime or fertilizer, can be used to enhance hay production.
9. WORKS OF THE COUNTY: 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 inspection the PROPERTY, constructing roads and other projects, constructing canals or ditches, and for any matter pertaining to water management or land management activities. The LESSOR will be identified in marked vehicles or have ID badge on person.
10. ACCESS, PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operation are allowed on the PROPERTY.
11. PROTECTION: The LESSEE will regularly inspect the PROPERTY for the purpose of detecting wildfires, trespasses, vandalism, etc. on the PROPERTY. Such inspections may include inspecting for downed or damaged fences, open gates and cattle that have strayed from the PROPERTY. LESSEE must immediately notify the appropriate governmental agencies (listed below) upon the discovery of any wildfire, trespass, or vandalism. LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the PROPERTY.

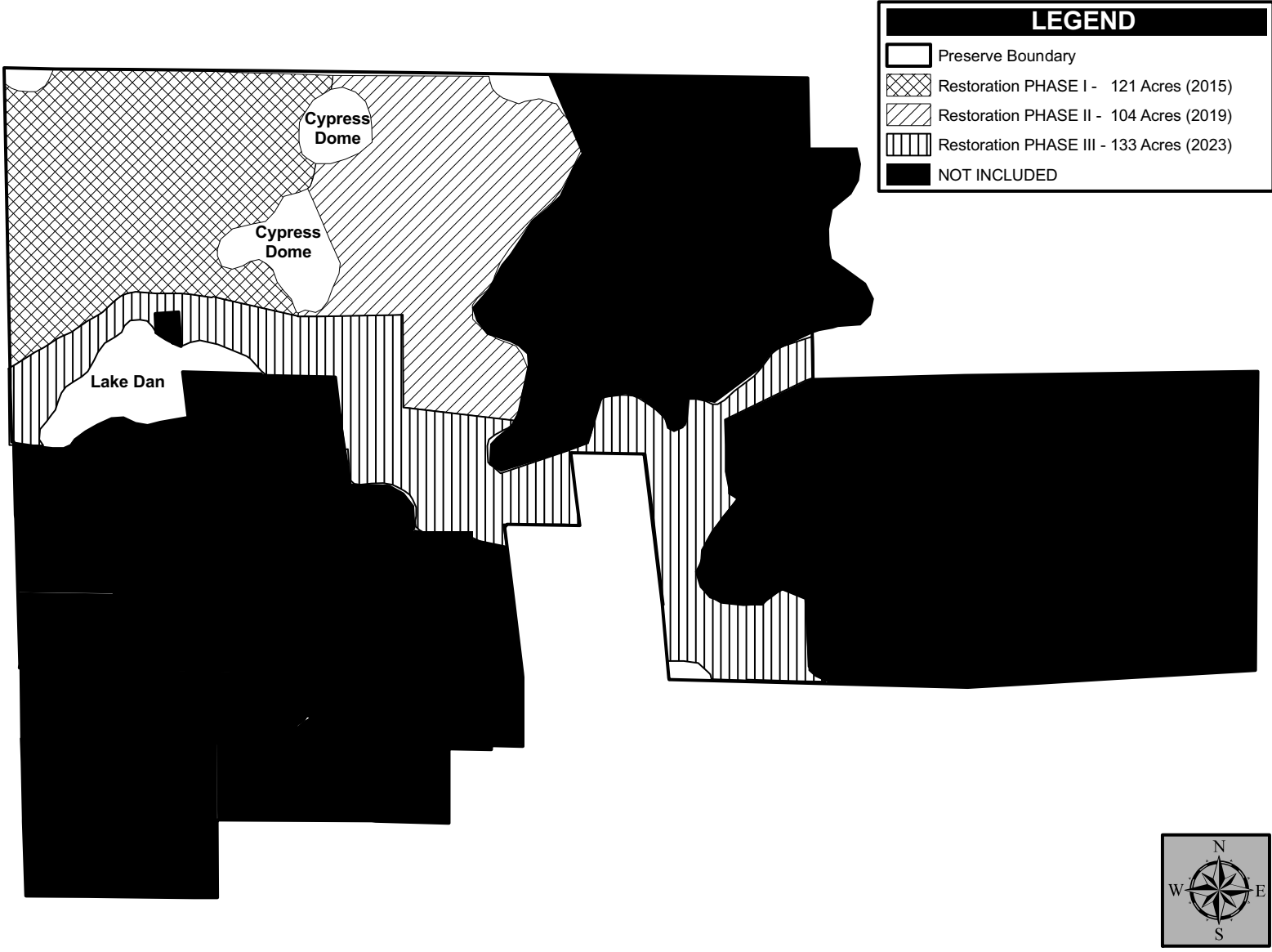
Governmental Contacts:

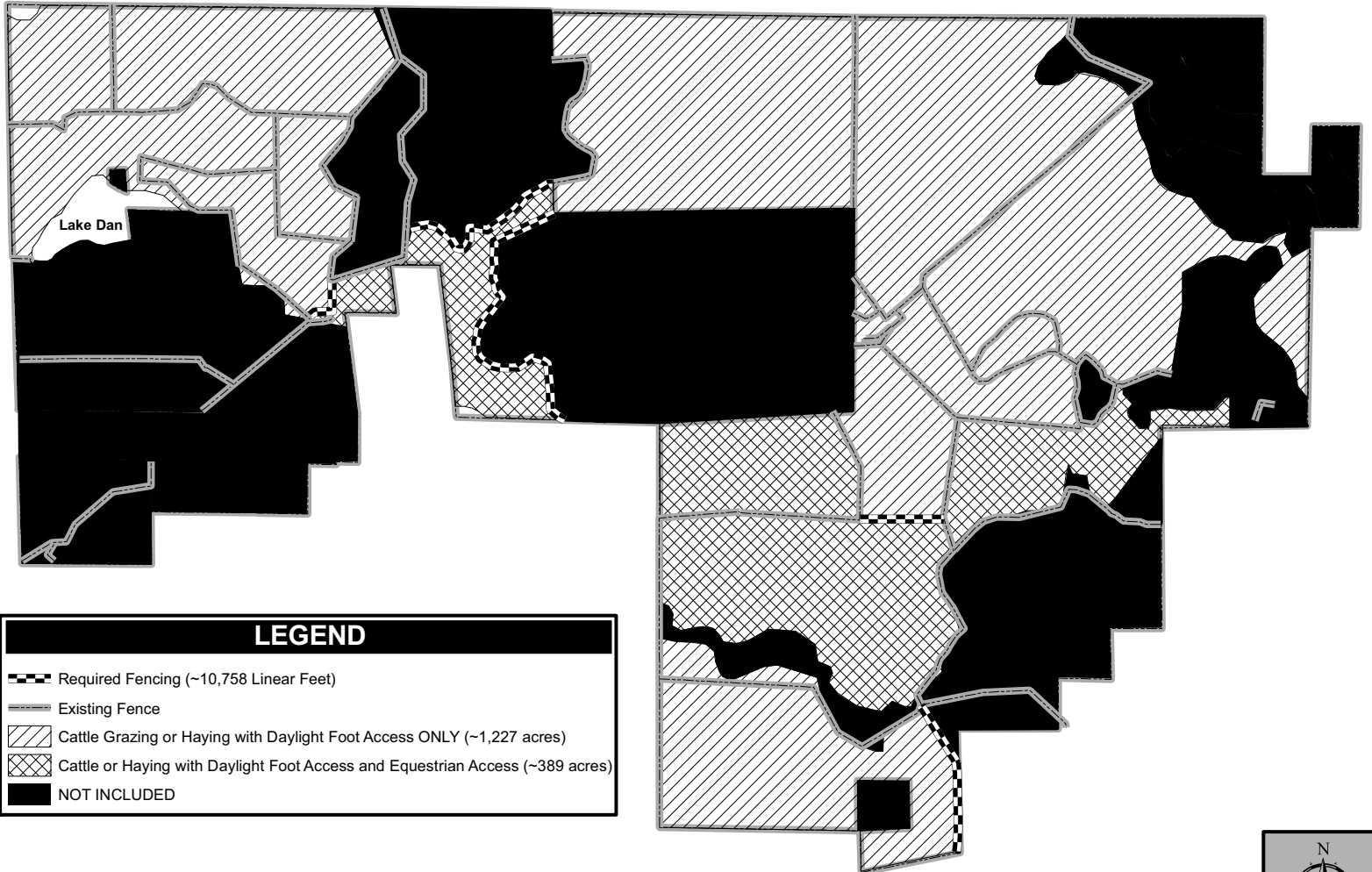
3. For vandalism, trespasses:--Hillsborough County Conservation Services Office (813) 672-7876.
 4. Wildfires – Florida Division of Forestry, Lakeland District (863-648-3160) or Hillsborough County Resource Management Office (M-F, 8AM – 5PM).
12. PRESCRIBED BURNING: In the areas adjacent to the PROPERTY, prescribed burning shall be conducted by the LESSOR to reduce vegetation accumulations and to encourage native plant growth and reproduction. The LESSEE must disk specified firebreaks (See Figure 4), around the PROPERTY, at least annually and more frequently if necessary, to protect the Preserve and PROPERTY from damage or destruction by wildfire and ensure that prescribed burns are conducted safely. Firebreaks will be maintained at a minimum width of fifteen (15) feet. The LESSEE may not create any new firebreaks without prior written approval from the LESSOR.
 13. PROTECTION OF LISTED SPECIES: During the period of this AGREEMENT the presence on the PROPERTY of Species listed as Endangered, Threatened, or of Special Concern by the United States Fish and Wildlife Service ((USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FFWCC) may require certain actions to ensure protection of these listed species. The LESSEE agrees to coordinate and cooperate with the LESSOR during consultations with the USFWS and/or FFWCC to determine the actions necessary to

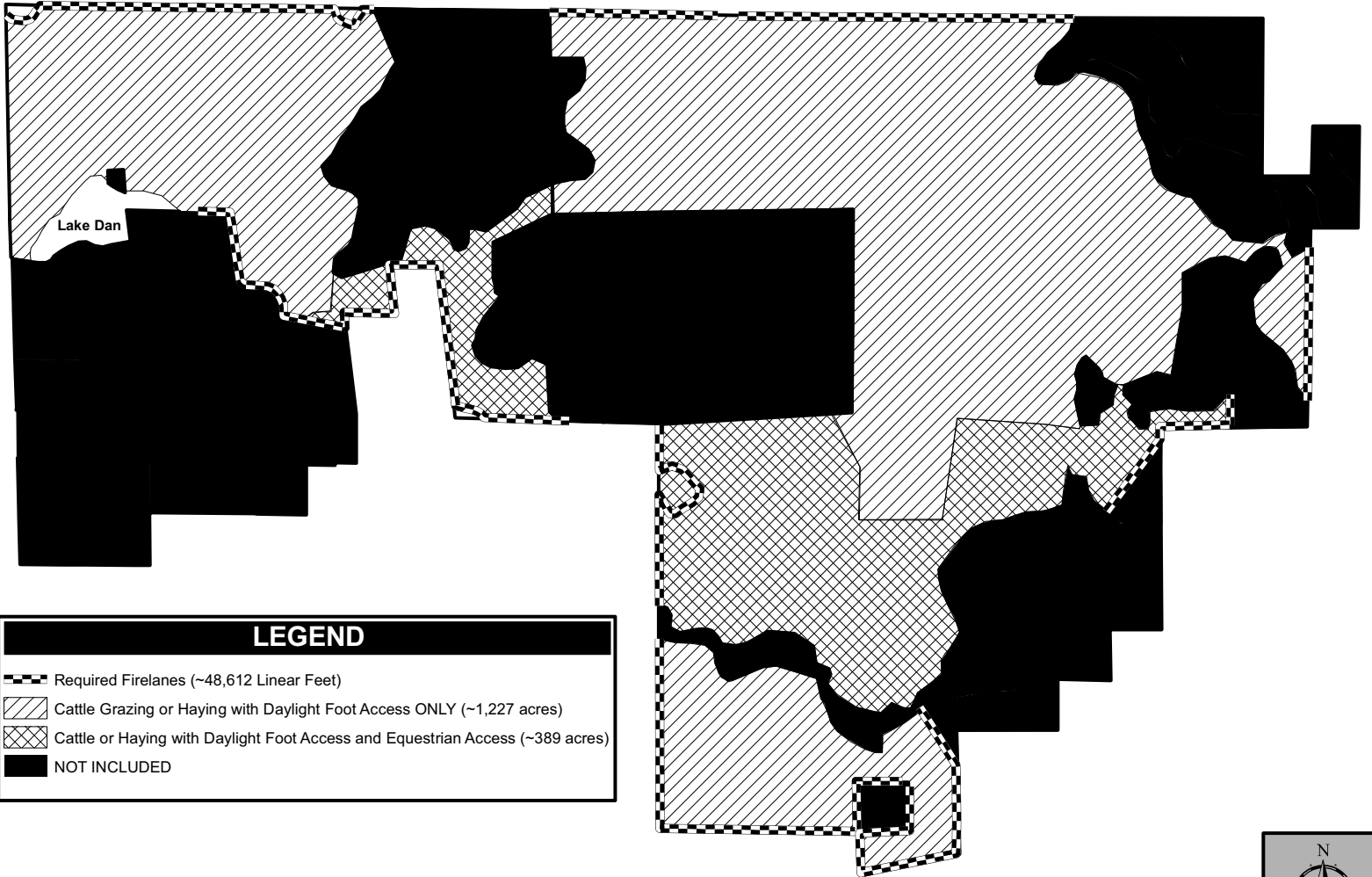
ensure protection of these listed species. The LESSEE agrees to abide by all protective requirements stipulated by the USFWS and/or FFWCC.

14. HISTORIC PRESERVATION: The LESSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the LESSEE shall immediately notify the LESSOR and protect the site and the material from further disturbance until the LESSOR gives clearance to proceed.
15. PROTECTION OF NATURAL RESOURCES: The LESSEE agrees, with respect to general maintenance of the land and wildlife that the LESSEE will implement and carry on a program of stewardship to promote and maintain said wildlife and land. The LESSEE shall at all times:
 - (a) maintain the PROPERTY in good condition and free from washes, gullies, and other erosion which is detrimental to the PROPERTY;
 - (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the PROPERTY;
 - (c) place no landscape debris, garbage, refuse, or junk on the PROPERTY; and
 - (d) commit no waste of any kind nor in any manner substantially change the contour or condition of the PROPERTY.
16. CHEMICAL USEAGE: Lessee shall maintain all licenses, permits or authorizations necessary or required in connection with Lessee's use of the Property, including those pertaining to the use, storage, distribution and disposal of pesticides, herbicides, fertilizers and other chemicals used in accordance with the Cattle Grazing and Hayfield Management Plan and maintenance of the Property. Lessee will not store or mix any pesticides, herbicides, and other potentially hazardous chemicals on the Property. Lessee shall handle, distribute, apply, and dispose of all pesticides, herbicides, fertilizers and other chemicals in accordance with all federal, state and local regulations, and in strict accordance with the manufacturer's instructions. Lessee shall be fully responsible for satisfying any reporting requirements imposed by regulatory authorities relative to the use of such chemicals.









LEGEND





-  Required Firelanes (~48,612 Linear Feet)
-  Cattle Grazing or Haying with Daylight Foot Access ONLY (~1,227 acres)
-  Cattle or Haying with Daylight Foot Access and Equestrian Access (~389 acres)
-  NOT INCLUDED



EXHIBIT "C"

INSURANCE REQUIREMENTS

The parties agree to the following provisions pertaining to insurance:

A.) Lessee's Liability Insurance

Lessee shall procure and maintain in force such insurance before taking possession of the Property; Lessee will file with Lessor certificates of such insurance, acceptable to Lessor.

B.) Insurance Required:

Lessee shall procure and maintain in force during the term of the Lease the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to Lessor and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. Workers' Compensation – Lessee shall procure and shall maintain in force during the term of the Lease, Workers' Compensation Insurance as required by law, providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the Property under the Lease. In case any class of employee engaged in hazardous work on the Property under the Lease is not protected under the Workers' Compensation statute, Lessee shall provide employer's liability insurance for all said employees.

Employer's Liability

\$1,000,000 Limit Each Accident

\$1,000,000 Limit Disease Aggregate

\$1,000,000 Limit Disease Each Employee

2. Commercial General Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate	\$1,000,000
Products & Completed Operations	\$1,000,000
Personal and Advertising Injury	N/A
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	N/A
Specific Project Limits (to leased Property)	\$1,000,000

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

- a. \$1,000,000 combined single limits each accident, for bodily injury and property damage liability.
- b. Owned Vehicles
- c. Hired and Non-owned Vehicles

4. Certificate of Insurance and Copies of Policies - Certificates of Insurance shall be furnished by Lessee evidencing the insurance coverage specified in the previous paragraphs, and upon the request of Lessor, certified copies of the policies required shall be filed with the Insurance and Claims Management Department of Hillsborough County on a timely basis. The required Certificates of Insurance shall list Hillsborough County as additional insured,

for the operations of Lessee under this Lease (excluding the worker's compensation policies) and shall name the types of policies provided and shall refer specifically to this Lease.

C.) If the initial insurance expires prior to the completion of the Lease, renewal Certificates of Insurance shall be furnished by Lessee thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be cancelled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder. This prior notice provision shall be included as an endorsement as a part of each of the above described policies.

Project Title: RE-2010-01 CATTLE GRAZING AND HAY FIELD LEASE FOR THE
PARKS, RECREATION AND CONSERVATION DEPARTMENT

Reviewed, Insurance and Claims Management: SIGNED COPY IN FILE

Date: _____

EXHIBIT "D"
ANNUAL RENT

<u>Description</u>	Estimated Total Acreage	Annual Rent
Year One	___1,600___	\$ _____
Year Two	1,600 ___	\$ _____
Year Three	1,600 ___	\$ _____
Year Four	1,600 ___	\$ _____
Year Five	1,475 ___	\$ _____
Year Six	1,475 ___	\$ _____
Year Seven	1,475 ___	\$ _____
Year Eight	1,475 ___	\$ _____

Total for Initial Term

First Four Year Renewal

Initial Minimum Acreage	1,360	Annual Rent Per Acre
Initial Maximum Acreage	1,475	

Second Four Year Renewal

Initial Minimum Acreage	1,225	Annual Rent Per Acre
Initial Maximum Acreage	1,475	