

**Collier County**  
**Pepper Ranch Preserve**  
**Invitation to Bid for Cattle Lease**

**Issue Date: July 1, 2019**

**Revised July 11, 2019**

Point of Contact:  
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## Invitation to Bid

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## **I. INVITATION TO BID**

Date: July 1, 2019

From: Christal Segura, Senior Environmental Specialist  
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(239) 252-3310 (FAX)  
Christal.Segura@colliercountyfl.gov (Email)

To: Prospective Bidders

Subject: Pepper Ranch Preserve Cattle Lease

The Collier County Board of County Commissioners Parks and Recreation Department's Conservation Collier Program is pleased to announce the opportunity for livestock operators to provide resource management services in the form of livestock grazing. The County is seeking proposals from qualified cattle operators for grazing at Pepper Ranch Preserve in Immokalee. The County invites qualified firms or individuals to submit a proposal to work with the County to maintain and enhance the diversity of native plant and animal communities, manage vegetative fire fuel loads, and maintain and improve grazing infrastructure.

This bid was publicly posted on the Collier County Conservation Collier website: [www.colliergov.net/conservationcollier](http://www.colliergov.net/conservationcollier) on July 1, 2019.

## **II. MINIMUM APPLICANT REQUIREMENTS**

Applicants that do not meet the following minimum requirements shall be deemed nonqualified and their proposal will not be considered:

- A. Ability to meet minimum Insurance Requirements for operating on County property if chosen to enter into a cattle lease agreement with Collier County.
- B. Five years of experience grazing cattle under a natural resource management grazing program.

## **III. PROPOSAL SUBMISSION INSTRUCTIONS & DEADLINE**

A non-mandatory pre-bid meeting will be held on July 9, 2019, commencing promptly at 10:00 A.M. at Pepper Ranch Preserve, 6315 Pepper Road, Immokalee, FL 34142.

Firms or individual livestock operators interested in submitting a proposal must submit one (1) complete hard copy of their bid in a sealed envelope. The envelope will be date and time stamped upon receipt and must be clearly labeled on the outside with "Pepper Ranch Preserve Cattle Lease Proposal".

**Bids shall be submitted NO LATER THAN 12:00 P.M. Eastern Time on July 19, 2019**  
addressed to:

North Collier Regional Park  
Conservation Collier Program  
ATTN: Pepper Ranch Preserve Grazing Lease Proposal  
15000 Livingston Road  
Naples, FL 34109

Bids may be hand delivered or delivered via certified mail. Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the applicant unopened. The envelope MUST contain the applicant's name and return address on the outside.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

#### **IV. SUBMITTAL OF WRITTEN QUESTIONS**

Individuals and firms interested in submitting a proposal should exercise their best judgment in analyzing and interpreting the requirements of this ITB. If additional clarification is necessary, or desired, interested parties may submit a written request for clarification of the ITB.

Please submit all written questions via e-mail to Christal Segura at  
[ChristalSegura@colliercountyfl.gov](mailto:ChristalSegura@colliercountyfl.gov).

Written questions or requests for clarification must be received by 4:00 p.m. on  
Friday, July 12, 2019.

Answers to questions and requests for clarification that are received by the July 12, 2019, deadline will be listed on an addendum to the ITB and posted on the Conservation Collier website: [www.colliergov.net/conservationcollier](http://www.colliergov.net/conservationcollier). An e-mail announcing the posting of the addendum will be sent to all interested applicants who have provided the County with an e-mail address. Additional written questions pertaining to the addendum must be received no more than two (2) days after the addendum is posted. The County will respond to additional questions regarding the original addendum in the same manner. The County reserves the right to post addenda until 48 hours prior to the proposal submittal date and time.

## Projected Timetable

Event	Date
Issue Solicitation Notice	July 1, 2019
Non-mandatory pre-bid meeting	July 9, 2019 at 10:00 A.M.; Pepper Ranch Preserve
Last Date for Receipt of Written Questions	July 12, 2019 at 4:00 P.M., Naples Local Time
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference	July 16, 2019
Solicitation Deadline Date and Time	July 19, 2019; 12:00 P.M. North Collier Regional Park
Anticipated Evaluation of Submittals	July 22- July 24, 2019
Anticipated Board of County Commissioner's Lease Approval Date	September 10, 2019

## V. BRIEF DESCRIPTION OF AWARD CRITERIA

ITB award criteria is as follows:

- It is the intent of Collier County to award the cattle lease to the qualified and responsive vendor that submits the highest bid per Animal Unit (AU)-highest total bid will be awarded.
- Award shall be based upon the responses to all questions on the Bid Response Pages.
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- The County's Conservation Collier Program reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- The contract will be in the form of the lease agreement. A draft sample cattle lease agreement is included in this ITB as Attachment A.

## VI. BACKGROUND AND LEASE REQUIREMENTS

### A. COUNTY GOALS

The County utilizes livestock grazing as one of many tools to achieve resource management objectives within its preserves, which include reducing non-native invasive plant species, reducing wildfire fuel loads, enhancing biodiversity, and promoting the growth of native vegetation. Grazing should be conducted in a manner that does not negatively impact fresh water resources or lead to increased soil erosion. Livestock operators are expected to implement adaptive management techniques so that intensity, frequency and duration of grazing achieve the County's resource management goals.

The intent of this ITB is to solicit a livestock operator to enter into a lease agreement to graze a minimum of 150 AU and a maximum of 200 AUs of cattle on 1,636 acres of County land subject to the terms and conditions of a Prescribed Grazing Plan that will be drafted collaboratively with the new cattle operator, Collier County, and the U.S. Department of Agriculture Natural Resources Conservation Service. The current Prescribed Grazing Plan for the preserve is attached as Attachment B.

## B. AVAILABLE PROPERTY OVERVIEW

Livestock infrastructure within the preserve including fencing, gates, water systems, and corral facilities vary in condition across the property and will require maintenance, and in some cases replacement, to conduct grazing practices in accordance with the resource management objectives of the County. The livestock operator will be required to maintain, repair, and install infrastructure on the property so that all cattle will be contained and grazed in accordance with the Prescribed Grazing Plan.

A map of current infrastructure is attached as Attachment C. Fencing that has been verified by Conservation Collier staff is identified on the map in three categories based on field inspection. The categories and descriptions include approximate measurements:

1. Not good (3,613 linear ft.) – Fence needs major repair or complete replacement
2. Ok - but might need work (20,954 linear ft.) – Majority of fence will contain cattle, but some areas need repair.
3. Very good (34,981 linear ft.) – Fence in excellent condition. No repair or maintenance needed
4. Will be installed (5,280 linear ft.) – County will be installing within the first year of the lease

## C. ADDITIONAL REQUIREMENTS AND PROHIBITIONS

The Prescribed Grazing Plan will include a planned rotational grazing system and other management tools, as may be required; such as roller chopping, mowing, and prescribed burning. The cattle operator will be required to mow the six hundred forty-seven (647) acres of improved pasture within the leased land a minimum of one (1) time per year. A map of improved pastures is attached as Attachment D. This requirement will become part of the lease document. It will also be the responsibility of the cattle operator to provide to the County, on an annual basis, an inspection report of the property and its operations.

Configuration of the fencing and pastures may change to accommodate the establishment of appropriate ecological based management units under the Prescribed Grazing Plan. The installation of any new pasture fencing and gates will be the responsibility of the cattle operator, with prior written approval from the County. Permanently installed fencing/gates will become the property of the County upon termination of the lease.

There will be no fertilization of the pasture areas, unless specifically approved by the County. In no case will phosphorus containing fertilizer be allowed on the land. No lime or dolomite shall be applied. Plowing, ditching or digging of water holes is prohibited without prior written approval from the County. The County reserves the right/ability to monitor surface and subsurface water quality in the leased area.

Public access activities, including hiking, horseback riding, mountain biking, and limited hunting occur within the preserve on weekends November-June. Livestock operators shall conduct their operation in a manner that provides for visitor access, recreational opportunities, and the safety of preserve visitors.

Some wetlands within the property may also be subject to restoration that will require changes in the land uses for this property. It will be necessary for the cattle operator to work with the County and be flexible with cattle operations during management of the preserve.

Management will include but not be limited to exotic vegetation treatment, wetland restoration, and prescribed fire.

There is also a possibility that wetland restoration activities within the property may necessitate the exclusion of cattle from portions of the preserve in the future. The cattle operator should be aware that there are "listed species" on the property, and that these species are protected by either state or federal law or both.

The cattle operator will be required to notify the County at least three days prior to any planned cattle round-up or cattle releases to allow a County representative the option to observe the cattle round-up or release. The cattle operator shall report any violation observed pertaining to rules and regulations promulgated by the County or the Florida Fish and Wildlife Conservation Commission (FWC). The FWC and Collier County Sheriff's Office (CCSO) regularly patrols this property.

The property will be open to the public for recreation purposes Friday-Sunday from November - June each year as conducted by the County, including but not limited to bicycling, hiking, horseback riding, birdwatching, and hunting. The cattle operator shall immediately report any incidence of the following:

- Fire
- Vandalism
- Theft
- Poaching
- Trespassing
- Any hazard, condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

#### D. MINIMUM BID

The County has established a minimum annual bid of \$100.00 per AU. Rent will be paid annually in advance upon execution of the lease and on or before the anniversary date each successive year. The contract period will be for five years, commencing on the date the County executes the lease. The Cattle operator will be granted the option to renew the lease for two additional terms of one year each with a 5% rent increase for each ensuing one year renewal term, compounded. Annual payment to the County shall be accompanied by a certification stating the number and age class of AU's being grazed on the preserve. An AU is defined as one mature cow plus one calf of six to nine months of age, or their equivalent. The following table summarizes other A.U. equivalents:

<b>Species</b>	<b>Average Weight (pounds)</b>	<b>Animal Unit Equivalent (AUE)</b>
Cow, dry	950	0.92
Cow with calf	1,000	1.00
Bull, mature	1,500	1.35
Cattle, 1 year old	600	0.60
Cattle, 2 year old	800	0.80

The total number of animal units (AU) for the preserve shall not exceed 200.

## VII. BID PROPOSAL INSTRUCTIONS FOR APPLICANTS

Individuals or firms shall prepare and submit their proposal in the format established below. All proposals shall be type written on standard 8.5" X 11" paper.

Each individual or firm must submit only one proposal.

Each section of the proposal shall be clearly labeled as such and shall be separated from other sections by a single blank page. The proposal should be organized in the following format and order and must contain all items listed below:

- A. Cover Letter
- B. Bid
- C. Statement of Experience
- D. References
- E. Proof of Insurance
- F. Cattle Lease Agreement

### A. COVER LETTER:

Cover letter should contain the following information:

1. The name(s) of submitting individual(s) or firm. Indicate if the proposal is being submitted as a joint venture, partnership and/or other entity other than an individual. Include a description of the ownership structure, including names of individual partners, investors, and/or officers.
2. The full name, title, and contact information (telephone number, physical address, e-mail address and fax number) of:
  - a. Individual authorized, on behalf of the organization, to contact for clarification.
  - b. Individual authorized, on behalf of the organization, to negotiate the contract.
  - c. Individual authorized, on behalf of the organization, to contractually obligate the organization.
3. Acknowledgment of receipt of any and all addenda to this ITB.
4. Signature of the individual authorized, on behalf of the organization, to contractually obligate the organization

### B. BID:

Provide a bid that the individual/organization is willing to pay per Animal Unit (AU) per year. Bids must be a minimum of \$100.00/AU per year with a minimum of 150 AU and a maximum of 200 AU. Highest total bidder will be awarded the lease.

Example = \$\_\_\_\_\_ bid per AU x \_\_\_\_\_ number of AU = \$\_\_\_\_\_ annual rent



## C. STATEMENT OF EXPERIENCE:

Proposal shall include a Statement of Experience briefly describing relevant experience and success managing cattle and/or other livestock for natural resources management. Please include the following where applicable:

1. Length of time managing cattle grazing on (a) publicly owned lands and (b) private lands.
2. A list of each property that you currently graze (private and publicly owned) or incorporate into your livestock operation. For each property, please include the following information:
  - a. Location
  - b. Size
  - c. Duration of grazing agreement or lease
  - d. Description of rangeland/vegetation types
  - e. Season of use
  - f. Type of livestock grazed
  - g. Name of the land owner
3. Experience managing cattle grazing operation(s) under a resource management plan.
  - a. Number of years experience grazing cattle under a resource management plan
  - b. Description of cattle management techniques you have employed and their results (positive or negative).
4. Area(s) of specialization and expertise (if applicable).
5. Description of ability to install new fence/gates and repair existing fences/gates
6. Description or list of all equipment owned or readily available for use that will directly enhance livestock operation and ability to achieve the desired resource management objectives and infrastructure improvements. (Tractors, cattle trucks, portable welders, wood chippers, etc.)
7. Description of the need for site presence and how often operator and/or employee(s) plan to be on the property. Indicate expected presence on the property as it may vary by season (calving, shipping, construction, etc.).
8. It is extremely important that the livestock operator or employees have the capacity to respond to an emergency (livestock/human conflict, sick or injured livestock, cattle on a roadway, etc.) in a reasonable amount of time. Describe the availability and expected response time (minimum and maximum response time) of the operator or employees of the operator, in the event of an emergency.
9. How often will you monitor range health conditions in each pasture and who is responsible for determining when pasture rotations are necessary?

10. Have you ever worked with the Natural Resources Conservation Service or applied for grant funds to assist in infrastructure improvements relevant to your livestock operation?

## REFERENCES:

Provide three (3) references. References should be three (3) different external agencies/clients/advisors who have extensive knowledge of your cattle grazing operation and are willing to validate your past performance managing livestock and natural resources on leased and/or owned land. At least one (1) reference should be a past or current land owner/agency from whom the individual or firm submitting this proposal has been in a grazing contract or agreement with in the past five (5) years. Please include:

1. Name of Contact Person
2. Name of Company/Agency
3. Telephone Number
4. Physical Address
5. E-Mail Address

## D. INSURANCE REQUIREMENT:

Individuals or firms submitting a proposal in response to this ITB will be required to obtain insurance coverage in accordance with the provisions listed in Article 10 of the 'DRAFT Cattle Lease Agreement' included as Attachment A to this ITB. Please indicate that the cattle operator will be able to obtain the required minimum insurance requirements for operating on County property should the cattle operator be chosen to enter into a cattle lease agreement with Collier County.

Article 10 – Cattle Lease Agreement:

“LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Hundred Thousand Dollars and No/100 Cents (\$100,000.00) each accident.”

Under FL Statute 440, only cattle operators that employ four (4) or more part or full-time employees must obtain workers' compensation coverage. Sole proprietors, partners, or day laborers that are not on the operator's payroll and are covered under separate insurance are not considered part or full-time employees.

## E. CATTLE LEASE AGREEMENT:

Please provide a statement of the applicant's acceptance of the terms in the "DRAFT Cattle Lease Agreement" (Attachment A) or any reservations the applicant has with the Lease Requirements.

ATTACHMENT A – DRAFT Cattle Lease Agreement



# Cattle Lease

Lease# CC-103

## LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "LESSEE", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, Naples, Florida 34112, hereinafter referred to as "LESSOR".

### WITNESSETH

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

#### ARTICLE 1. Demised Premises and Use

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR One thousand, Six hundred and Thirty-six (1,636) acres of property described in Exhibit "A," and shown in Exhibit "C", which is attached hereto and made a part of this Lease, hereinafter called the "Demised Premises," situated in the County of Collier and the State of Florida, for the sole purpose of cattle grazing and incidental activities that are directly related to beef cattle production.

All animal husbandry principles and practices applicable to the property and efficient use of grazing resources shall be followed at all times. The LESSEE shall be responsible for the establishment and implementation of sound grazing practices based on the best management guidelines of the U.S. Department of Agriculture's National Resources Conservation Service (EXHIBIT "G").

Consistent with its status as a tenant the LESSEE will have exclusive use and possession of the Demised Premises, however, the LESSOR may, as specified below: (i) alter its boundaries and/or (ii) make use of portions of it for hunting EXHIBIT "I", public access EXHIBIT "H", and other activities consistent with the Conservation Collier program, as described below in this Article 1 and in Article 16(d). LESSOR'S use shall not, however, interfere with LESSEE'S permitted use of the Demised Premises, nor expose LESSEE to liability to third parties based on the use that LESSOR is permitted to make of the Demises Premises.

The Demised Premises is leased in its "As Is, Where Is, and With All Faults" condition. LESSEE has examined the Demised Premises to its complete and total satisfaction and accepts it in its present condition. LESSEE has had adequate opportunity to investigate the land use and zoning of the Demised Premises and is satisfied that it can use the Demised Premises for LESSEE's purpose.

This LEASE AGREEMENT may be amended from time-to-time in order to change the size of the Demised Premises as necessary to accomplish the goals, policies, and objectives of the Conservation Collier Implementation Ordinance (Ordinance 02-63, as amended). LESSOR'S representative (e.g., Real Estate Services Staff) shall advise LESSEE, in writing, of its intent to recommend that LESSOR amend this LEASE AGREEMENT.



ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of five (5) years, commencing on \_\_\_\_\_, 2019. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year, under the same terms and conditions, except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term.

Both LESSOR and LESSEE reserve the right to terminate this lease, without cause, by providing the other party with at least thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease.

LESSEE and LESSOR reserve the right to terminate this Lease, with cause, upon default by the other party as described in Article 12 and in Article 13, after any cure or grace period during the entire term of this Lease, by providing the other party with thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease.

Upon termination of this Lease by either party, LESSEE will have sixty (60) days to make arrangements to remove the existing cattle, during which sixty (60) days the cattle must remain. LESSOR will remit to LESSEE any prepaid and unearned rent for any period that exceeds sixty (30) days after such 60 days. During the sixty (60) day period that LESSEE remains in possession after termination, LESSEE shall continue to have said mowing obligations as described in Article 3 or may pay rent prorated at the amount described in Article 12, however, LESSEE shall not be liable for any interest thereon as described in said Article 12. Such mowing or rent obligations shall cease when LESSEE vacates the Demised Premises.

All notices shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent the annual sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for grazing \_\_\_\_\_ ( ) Animal Units (A.U.) within the Demised Premises throughout the duration of the lease, subject to increases as provided in ARTICLE 4. During the Lease, LESSEE shall maintain the referenced number of Animal Units on the Demised Premises, subject to the occasional need to replace or substitute Animal Units to maintain that number, as necessary. LESSEE must certify to the Collier County Preserve Manager the number of A.U. it is keeping on the Demised Premises at the time the LESSEE submits its Lease payment, along with a certification stating the number and age class of Animal Units being grazed on the parcel. Annual rent shall be paid in full on the effective date provided in ARTICLE 2 and by that date for each subsequent year of the Lease Agreement, including renewal terms.

Should Collier County require an adjustment to the number of A.U.'s allowed on the Demised Premises, it shall provide written notice to the Lessee no less than sixty (60) days before such changes are to take effect and the annual rent will be adjusted in accordance with the rate per A.U. bid by LESSEE.

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased utilizing the method outlined in ARTICLE 4.



ARTICLE 4. Renewal Term Rent

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased for each ensuing one (1) year renewal term by five (5) percent from the previous year, compounded.

ARTICLE 5. Modifications to Demised Premises

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR, or its designee, will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR, or its designee, to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE must maintain all fencing and gates needed to contain cattle or to protect water resources. Any repairs or modifications made to existing fence infrastructure must be in compliance with LESSOR's standards and materials as contained in the Specifications for 4-Strand Barbed Wire Fence Construction EXHIBIT "F").

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and all governmental agencies.

All alterations, improvements and additions to the Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

LESSEE shall not at any time set, or cause to be set, any fire on the Demised Premises without prior notification to the Collier County Preserve Manager. The County may grant or refuse permission for a prescribed burn in its sole discretion.



ARTICLE 7. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right to enter into and upon the Demised Premises or any part thereof at any time, without notice to the LESSEE, for the purpose of examining the same and making repairs, inspecting or curing a default or nuisance, or providing maintenance service therein, and for the purposes of inspection for compliance with the provisions of this Lease Agreement. If LESSOR should need to utilize the property for any length of time, for any purpose, the LESSOR shall advise the LESSEE of its intentions by oral notice.

LESSEE must not hunt, trap, fish or capture any wildlife upon the Demised Premises or allow others to do so unless: (1) the Demised Premises is established by Collier County as a public hunting area and hunting occurs in compliance with the laws and rules established for that area (EXHIBIT "I"); (2) LESSEE obtains prior written approval from the Collier County Preserve Manager.

ARTICLE 8. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without written approval from the LESSOR

Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising directly from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any condition created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any condition of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensees or invitees.

It is acknowledged that in accord with the terms of this Lease (i) certain uses may be made of the Demised Premises by the LESSOR and (ii) LESSOR may permit third parties to make use of the Demised Premises. The Demised Premises is unimproved agricultural pasture lands and/or naturally vegetated areas. LESSEE'S responsibilities for maintenance in accord with Article 11, and its responsibility and liability to LESSOR under this Article 9 are and shall be based on the standards of care required of a tenant of lands having the forgoing characteristics and uses and an absence of business invitees. In case any action or proceeding is brought against LESSOR by reason of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting there from and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub surface, or from any other



place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works. The LESSOR shall not be liable for any loss of livestock, livestock operation, equipment, improvements, or any other property of LESSEE resulting from any public use,

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

#### ARTICLE 10. Insurance

LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Hundred Thousand Dollars and No/100 Cents (\$100,000.00) each accident.

Such insurance policy(ies) shall list Collier County as an additional insured thereon. Evidence of such insurance shall be provided to the Collier County Risk Management Department, 3335 Tamiami Trail East, Suite 101, Naples, Florida, 34112, for approval prior to the commencement of this Lease Agreement; and shall include a provision requiring ten (10) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice LESSEE shall have thirty (30) days in which to obtain such additional insurance.

LESSOR shall maintain such liability insurance, or self-funded liability reserves, as are appropriate to protect itself and LESSEE from third party claims based on use of the Demised Premises that the LESSOR is permitted to make, or allows third parties to make, in accord herewith.

#### ARTICLE 11. Maintenance

LESSEE shall be allowed to store, within the Demised Premises, in a location approved in writing by the Collier County Preserve Manager, any functional maintenance equipment and supplies required for activities directly related to beef cattle production on the Demised Premises.

LESSEE, at its sole cost and expense, shall mow the Six Hundred and Forty-Seven (647) acres of improved pasture within the Demised Premises a minimum of one (1) time per year (EXHIBIT "D"). LESSEE may roller chop specific areas of pasture when needed to control exotic and woody plant growth. LESSEE will notify the Collier County Preserve Manager before undertaking mowing or roller-chopping activities. Any off-site mowers or other equipment must be cleaned thoroughly prior to entering the Demised Premises to prevent the introduction of nuisance or exotic plant species. LESSEE shall develop the mowing schedule and include variables such as excessive rainfall, drought or other unforeseen conditions, and provide such schedule to the Collier County Preserve Manager.

Each individual improved pasture within the Demised Premises may include mineral feeders, supplemental feed trough, and molasses feed tanks to control cattle concentration areas. A map of existing fencing and pasture configurations can be found in EXHIBIT "E". No outside hay may be brought into the Demised Premises to prevent introduction of nuisance or exotic plant species. Rotation of cattle shall





continue throughout the year on a scheduled basis. In the event there has been an extremely dry and cold winter or an exceptionally wet season, the cattle will be managed by LESSEE to fit the available forage.

LESSEE may not fertilize improved pasture areas.

Unless specifically authorized in writing by LESSOR in advance, plowing, ditching or digging of water holes shall be prohibited.

LESSEE shall, at its sole cost and expense, keep the Demised Premises free from debris, litter, abandoned equipment and vehicles, and the like, at all times. If said Demised Premises are not kept free from debris, litter, abandoned equipment and vehicles, and the like, in the opinion of LESSOR, LESSEE'S manager will be so advised in writing. If corrective action is not taken within ten (10) days of the receipt of such notice, LESSOR will cause the same to be cleaned and corrected and LESSEE shall assume and pay all necessary cleaning costs and such costs shall constitute additional rent which shall be paid by LESSEE within ten (10) days of receipt of written notice of costs incurred by LESSOR.

The LESSEE, at its sole cost, shall repair all damage to the Demised Premises caused by LESSEE, its employees, agents, independent contractors, guests, invitees, licensees, and patrons.

The LESSEE, at its sole cost, shall remove from the Demised Premises in accordance with all applicable rules, laws and regulations, all non-naturally occurring solid, liquid, semisolid, and gaseous trash and waste (but not animal waste) and refuse of any nature whatsoever which might accumulate and arise from the operations of the LESSEE'S business. Such trash, waste and refuse shall be stored in closed containers approved by the LESSOR.

LESSEE shall make monthly inspections of fences and gates used to contain cattle and make repairs to the fencing as needed in compliance with LESSOR's standards and materials as contained in the Specifications for 4-Strand Barbed Wire Fence Construction (EXHIBIT "F").

LESSOR shall be responsible for all invasive exotic plant maintenance treatments and prescribed burning of non-pastureland habitats within the Demised Premises.

LESSEE must not apply or allow application of agricultural chemicals including herbicides or pesticides on the Demised Premises without prior, written approval from the Collier County Preserve Manager. If the County approves a request from LESSEE, LESSEE must, at a minimum: (1) comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by Florida Department of Agriculture and Consumer Services (FDACS); and (2) comply with any other condition of the Collier County Preserve Manager written approval.

LESSEE shall be responsible for providing to the LESSOR, on an annual basis at the time of rent payment, an inspection report of the property and its operations. At a minimum, the report must include the information identified in the Annual Cattle Information Report (EXHIBIT "B").

LESSOR/ Collier County Preserve Manager shall visit the property at least semi-annually to evaluate the management and grazing operation. The LESSOR/ Collier County Preserve Manager and the LESSEE/Managing Partner shall meet annually to review and, if necessary, revise any grazing and/or pasture management plans.

LESSEE shall report any violation observed pertaining to rules and regulations promulgated by Collier County or the Florida Fish and Wildlife Conservation Commission. LESSEE shall immediately report any incidence of the following:

- Fire
- Vandalism
- Theft
- Poaching
- Trespassing
- Any hazard, condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

LESSEE has no affirmative duty to actively monitor conditions for discovery of such activities.

Any expense related to utilities used solely by the LESSEE shall be paid for by the LESSEE.

#### ARTICLE 12. Default by LESSEE

Failure of LESSEE to comply for thirty (30) days with any material provision or covenant of this Lease shall constitute a default, LESSOR may, at its option, terminate this Lease after thirty (30) days written notice to LESSEE, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default). However, the occurrence of any of the following events shall constitute a default by LESSEE, and this Lease may be immediately terminated by LESSOR:

- (a) Abandonment of Demised Premises or discontinuation of LESSEE'S operation.
- (b) Falsification of LESSEE or an agent of LESSEE of any report required to be furnished to LESSOR pursuant to the terms of this Lease.
- (c) Filing of insolvency, reorganization, plan or arrangement or bankruptcy.
- (d) Adjudication as bankrupt.
- (e) Making of a general assignment for the benefit of creditors.
- (f) If LESSEE suffers this Lease to be taken under any writ of execution.

In the event of the occurrence of any of the foregoing defaults in this ARTICLE, LESSOR, in addition to any other rights and remedies it may have, shall have the immediate right to enter and remove all persons and property from the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby.

LESSOR may, at its option, terminate this Lease after receipt by LESSEE of thirty (30) days' notice in writing if a lien is filed against the property or the leasehold interest of the LESSEE, and not removed within thirty (30) days by LESSEE, pursuant to the Florida Mechanics Lien Law.

If LESSEE fails to pay the rental amount or any additional charges when due to LESSOR as specified in this Lease, and if said amounts remain unpaid for more than ten (10) days past the due date, the LESSEE shall pay LESSOR a late payment charge equal to five (5) percent of any payment not paid promptly when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2) percent per month or the highest interest rate then allowed by Florida law, whichever is higher, which interest shall be paid by LESSEE to LESSOR.



ARTICLE 13. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or at LESSOR'S sole discretion, such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

ARTICLE 14. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:

Board of County Commissioners  
c/o Real Property Management  
3335 Tamiami Trail East, Suite 101  
Naples, Florida 34112

LESSEE:

cc: Office of the County Attorney  
3299 Tamiami Trail East, Suite 800  
Naples, Florida 34112

cc:

Conservation Collier Program Coordinator  
Golden Gate Community Park  
3300 Santa Barbara Blvd.  
Naples, FL 34116

ARTICLE 15. Surrender of Premises

LESSEE shall remove any improvements completed by LESSEE prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.



ARTICLE 16. General Provisions

LESSEE agrees to contain cattle within the Demised Premises and prevent cattle from roaming off of the Demised Premises.

LESSEE shall give oral notice to the Collier County Preserve Manager at least three (3) days prior to any planned cattle round-up or additional cattle release, to allow Environmental Specialist the option to observe the cattle round-up or release.

At all times during the Lease, LESSEE shall maintain the designated number of Animal Units on the Demised Premises as set forth in ARTICLE 3. Under no circumstance shall LESSEE maintain less than one hundred and fifty (150) or more than two hundred (200) Animal Units at the Demised Premises without written authorization from LESSOR. Increases to the maximum stocking rate shall be subject to acceptable range conditions as determined by the Collier County Preserve Manager. Animal Units will be established based on the following table:

**Table 1: Animal Unit Equivalent Guide**

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)
Cow, dry	950	0.92
Cow with calf	1,000	1.00
Bull, mature	1,500	1.35
Cattle, 1 year old	600	0.60
Cattle, 2 year old	800	0.80

LESSEE shall have the right to camp overnight on the Demised Premises, at LESSEE’S own risk, and shall be required to obtain any necessary permits, if required, for this use.

If LESSEE should elect to destroy sick cattle, any use of firearms shall be permitted by LESSOR so long as LESSEE is legally permitted to possess such firearm in the County of Collier and / or the State of Florida, as applicable.

LESSEE acknowledges that there shall be no game hunting or any dispensation of firearms by LESSEE or his invitees upon the Demised Premises except as specifically allowed under this Lease.

LESSEE fully understands that the police and law enforcement security protection provided by law enforcement agencies for the above referenced Demised Premises is limited to that provided to any other business or agency situated in Collier County, and acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.

LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR’S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.



- (c) If applicable, LESSEE agrees to pay all tangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.
- (d) LESSEE acknowledges that LESSOR will allow limited seasonal hunting on the Demised Premises under the regulations of the Florida Fish and Wildlife Commission CREW Wildlife Environmental Area.

ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 19. Quiet Enjoyment

Subject to LESSOR'S rights provided in this Lease, LESSOR covenants that LESSEE, on paying the rental amount and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Demised Premises and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

ARTICLE 20. Waiver

No failure of LESSOR to enforce any terms or conditions herein shall be deemed to be a waiver.

ARTICLE 21. Effective Date

This Lease shall become effective on \_\_\_\_\_, 2019.

ARTICLE 22. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Florida.

ARTICLE 23. Assignment

LESSEE shall have the right to assign this Lease to a legal entity owned or controlled by LESSEE. LESSOR must be advised of any such assignment in writing.



IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO THE LESSOR:

DATED: \_\_\_\_\_

ATTEST: CRYSTAL K .KINZEL

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_  
,Deputy Clerk

BY: \_\_\_\_\_  
, Chairman

AS TO LESSEE:

DATED: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ -

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Signature)

, Owner

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Approved as to form and legality

\_\_\_\_\_  
Jennifer A. Belpedio  
Assistant County Attorney



110

**Exhibit "A"**  
**(Legal Description of Demised Property)**

Property Tax Identification Number: 00052360002

A parcel of land lying in the East Half (E½) of the East Half (E½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 22, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 46 South, Range 28 East, Collier County, Florida; thence run S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22 for a distance of 1320.38 feet to the **Point of Beginning** of the parcel of land herein described; thence continue S 88°57'47" W, along the south line of the Southeast Quarter (SE¼) of said Section 22, for a distance of 330.09 feet; thence run N 00°31'18" W for a distance of 1342.51 feet; thence run N 88°58'31" E for a distance of 330.12 feet; thence run S 00°31'14" E, for a distance of 1342.44 feet to the **Point of Beginning**; containing 10.17 acres, more or less.

**AND**

Property Tax Identification Number: 00053000002

All of Section 28, Township 46 South, Range 28 East, Collier County, Florida; containing 645.47 acres more or less.

**AND**

Property Tax Identification Number: 00052960004

All of Section 27, Township 46 South, Range 28 East, Collier County, Florida; containing 643.59 acres more or less.

**AND**

Property Tax Identification Number: 00053200006

All of Section 33, Township 46 South, Range 28 East, Collier County, Florida; containing 706.33 acres more or less.

**AND**

Property Tax Identification Number: 00052640007

A parcel of land located in a portion of Section 26, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

The West Half (W½) of Section 26, Township 46 South, Range 28 East, Collier County, Florida, less the North 1452.35 feet thereof and less the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 26, and less that parcel of land, as described and recorded in Official Records Book 2585 at Page 2735 through 2737, owned by South Florida Water Management District with Tax Folio Number 00052640007; containing 185.91 acres, more or less.





**1 10**

**AND**

Property Tax Identification Number: 00052680009

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 26, Township 46 South, Range 28 East, Collier County, Florida; containing 40.38 acres more or less.

**AND**

Property Tax Identification Number: 00052440003

A parcel of land lying in the East Half (E $\frac{1}{2}$ ) of the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 22, Township 46 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 46 South, Range 28 East, Collier County, Florida; thence run S 88°57'47" W, along the south line of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22 for a distance of 1320.38 feet to the Point of Beginning of the parcel of land herein described; thence continue S 88°57'47" W, along the south line of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 22, for a distance of 330.09 feet; thence run N 00°31'18" W for a distance of 1342.51 feet; thence run N 88°58'31" E for a distance of 330.12 feet; thence run S 00°31'14" E, for a distance of 1342.44 feet to the Point of Beginning; containing 10.17 acres, more or less.

END Legal Description



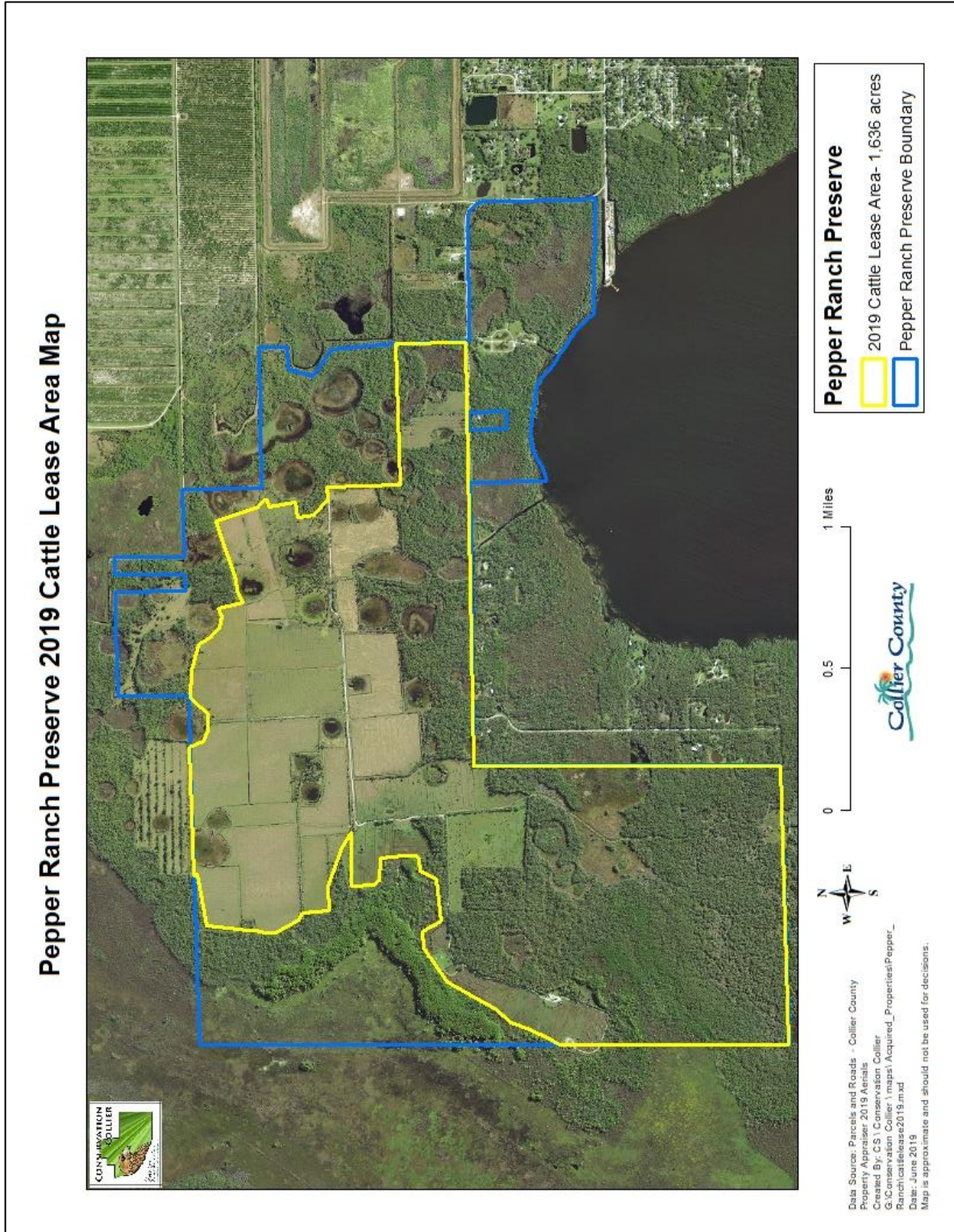
**Exhibit “B”**  
**(Required Information for Annual Cattle Operation Report)**

For each field:

- 1 Date animals are moved from one pasture to the next.
- 2 Name of herd.
- 3 Number of animals in the herd.
- 4 Field the animals were moved from.
- 5 Field the animals are moved to.
- 6 Notes on forage conditions when animals are moved into and out of each field (i.e. forage height, forage quality, weeds, insects, etc.).
- 7 Body condition score of animals when they are moved.
- 8 Notes on management activities that have been conducted, such as when supplement feeders were moved, and when supplemental water sources were cleaned or repaired

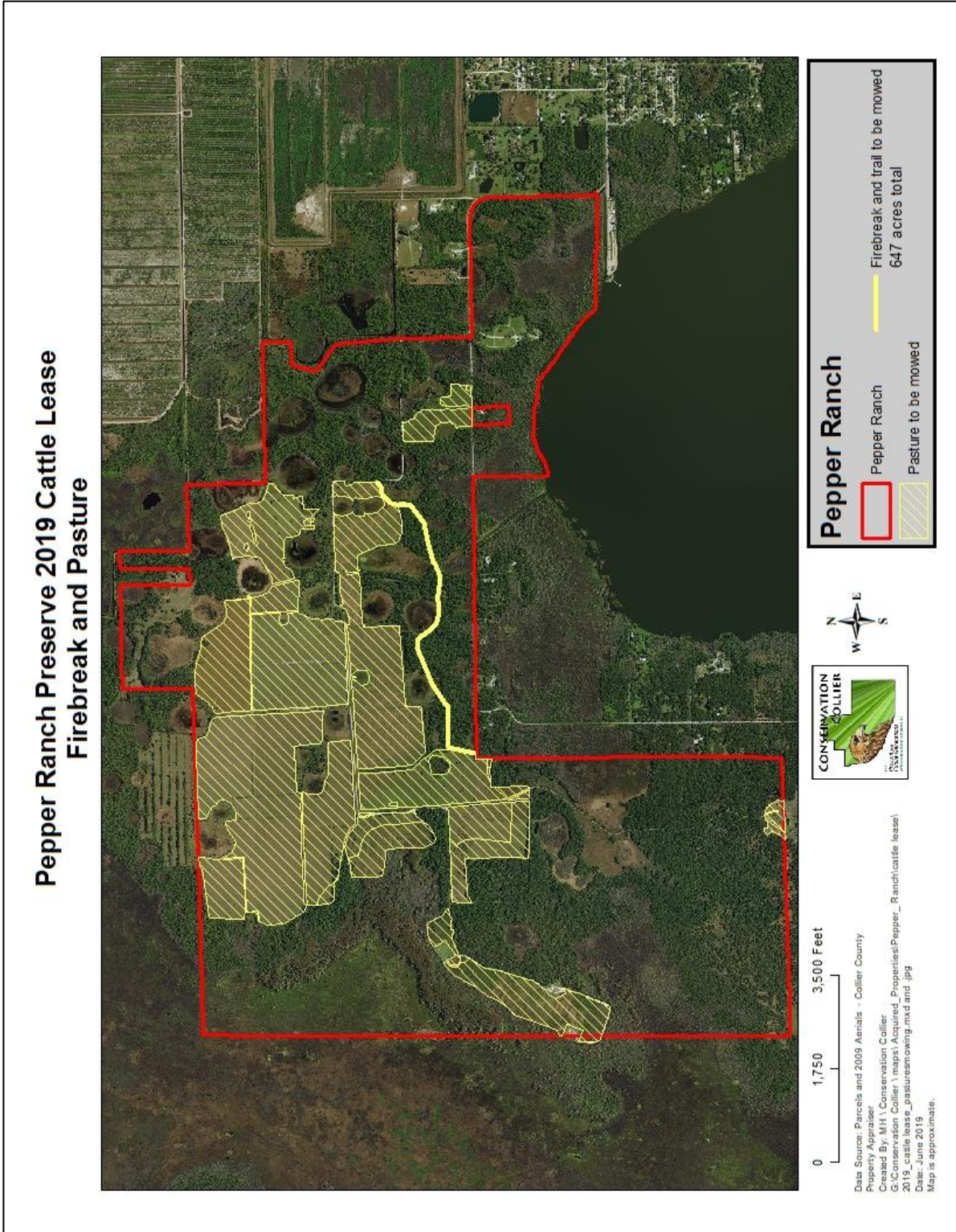
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## Exhibit "C" (Property Boundary & Lease Area Map)



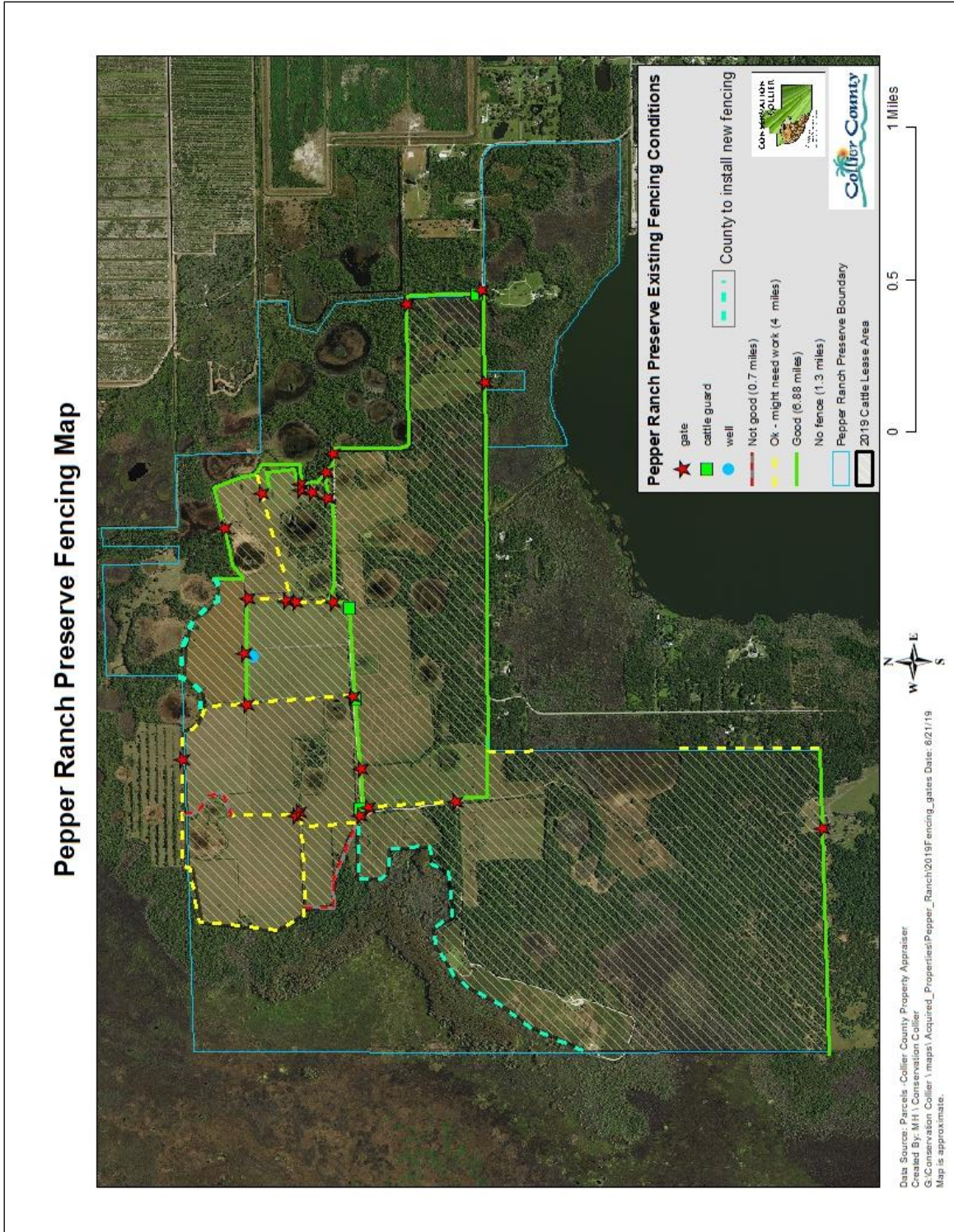


## Exhibit "D" (Pepper Ranch Preserve Pasture Map)

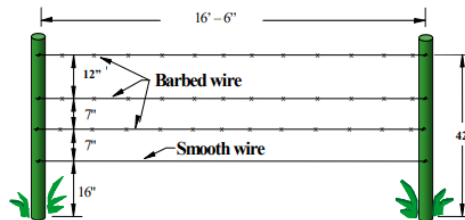




## Exhibit "E" (Cattle Fencing, Water Sources, Service Roads and Access Gates)



## Exhibit “F” (Specifications for 4-Strand Barbed Wire Fence Construction)



### Fence Line Clearing:

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

### Fence Construction:

1. A boundary fence with gates shall be constructed to securely contain cattle within the grazing unit. Fence lines shall run as straight as possible. The fence shall be four (4) strand barbed wire spaced equal distance apart starting sixteen (16) inches above the ground up to a height of forty-two 42 inches. All barbed wire shall be stretched completely so that it is springy to the touch before being fastened to the post. Wire shall be fastened and run on the inside of posts. The space between the top two strands shall be a minimum of 10" with 12" being most ideal. When possible, the bottom-most strand shall be smooth wire to facilitate wildlife movement.
2. The barbed wire shall be at least class 3, 15.5 gauge high tensile with minimum breaking load 950 lbs. Barbs shall be 15.5 gauge, 4-point double wrap with 5 inch spacing. Barbed wire shall conform to A.S.T.M. A 121 standards.
3. Staples shall be a standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
4. All posts and braces shall be southern pine or other treatable species and shall meet current industry standards for physical quality and wood preservation.
5. Line posts (3 1/2-inch top and 6 1/2 feet long) shall be installed plumb, a maximum of 16 feet apart, and embedded 24 inches in the ground. Backfill posts by thoroughly tamping soil

around the post after every 4” of depth. Posts shall not be shortened to avoid rock removal or additional excavation.

6. Brace posts (6-inch top and 8 feet long) shall be used in brace assemblies. Brace posts shall be installed plumb and embedded 3 1/2 feet in the ground. A double brace assembly shall be placed at the beginning and end of each fence run and single brace assemblies at 1/4-mile intervals. All corners shall have double brace assemblies on each side. A single brace assembly consists of two brace posts connected at their midpoints with a line post (a single “H”) will be installed at 1/4 mile intervals with two strands of #9 slick wire connected diagonally from the top of one post to the bottom of the other post. The connecting line post shall have a support line post to the ground at its midpoint. This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3” nails. Double brace assemblies shall consist of three brace posts, two connecting line posts, and two support posts (a double “H”). A strand of #9 slick wire shall be fastened at the top of the “pull side” post and run diagonally, on either side of the connecting line post, to the bottom of the other brace post (away from the direction of the pull) This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3” nails. Backfill posts by thoroughly tamping soil around the post after every 4” of depth. Posts shall not be shortened to avoid rock removal or additional excavation.

## **Exhibit “F”**

### **(Specifications for 4-Strand Barbed Wire Fence Construction)**

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

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



# Exhibit “G”

## (Cattle and Calf Best Management Practices Resources)

### After Enrolling in BMPs

An important part of BMP implementation is documenting it through record keeping, as specified in FDACS rules and BMP manuals. This is sometimes the only way to confirm BMP implementation. BMP records should be accurate, clear, and well-organized. You may develop your own record-keeping forms or use the ones provided in the manual.

FDACS staff, UF/IFAS Basin Area Team Extension agents, soil and water conservation districts, and USDA-NRCS can assist producers with BMP implementation and record-keeping methods.

### For assistance with enrolling in and implementing BMPs:

Call - (850) 617-1727 or  
Email - [AgBMPHelp@FreshFromFlorida.com](mailto:AgBMPHelp@FreshFromFlorida.com)

**FDACS Office of Agricultural Water Policy**  
1203 Governors Square Blvd., Suite 200  
Tallahassee, FL 32301  
Office: (850) 617-1700  
Fax: (850) 617-1701  
[www.freshfromflorida.com/Divisions-Offices/Agricultural-Water-Policy](http://www.freshfromflorida.com/Divisions-Offices/Agricultural-Water-Policy)

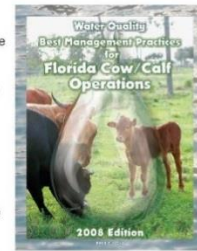
## Best Management Practices for Florida Cow/Calf Operations

### What are Best Management Practices?

Agricultural Best Management Practices (BMPs) are practical measures that producers can take to reduce the amount of fertilizers, pesticides, animal waste, and other pollutants entering our water resources. They are designed to improve water quality while maintaining agricultural production.

Working with stakeholders, the Florida Department of Agriculture and Consumer Services (FDACS) adopted a statewide cow/calf manual. The BMP manual covers key aspects of water quality and water conservation. Typical practices include:

*Nutrient Management* to determine nutrient needs and sources, and manage nutrient applications (including manure) to minimize impacts to water resources.



*Irrigation Management* to address the method and scheduling of irrigation to reduce water and nutrient losses to the environment.

*Water Resource Protection* using buffers, setbacks, and swales to reduce or prevent the transport of sediments and nutrients from production areas to waterbodies.



Florida Department of  
Agriculture and Consumer Services  
Adam H. Putnam, Commissioner

### Examples of Cow/Calf BMPs

#### Nutrient Management

- Using UF/IFAS recommended fertilization rates
- Utilizing soil and tissue tests for pH and nutrient analysis
- Appropriately storing fertilizer, as well as chemicals
- Establishing and maintaining vegetative buffer strips to filter runoff before entering waterbodies
- Utilizing cross fencing or fencing of sensitive areas to allow for animal rotation and protection of waterbodies
- Placing water troughs away from heavily used waterbodies
- Properly utilizing waste to be spread on pastures
- Managing livestock distribution to reduce any concentrated accumulation of waste that could lead to contaminating ground water or surface waters
- Utilizing controlled-release fertilizers

#### Alternative Water Supply Sources

- Capturing rainwater in stormwater ponds for later use
- Utilizing reuse (treated wastewater) water for irrigation
- Constructing troughs or tanks for a clean water supply to prevent health hazards

#### Prescribed Grazing

- Grazing on established forage heights to maintain plant vigor, prevent soil erosion, and maintain soil moisture levels
- Incorporating flash grazing in established wetland exclusion areas to manage existing vegetation

#### Water Resources Management

- Determining the general water requirements for primary forage grasses and improved pastures
- Replacing dilapidated water control structures with structures that match original specifications and use good sediment and control measures

#### Wellhead Protection

- Excluding livestock within a 75-foot radius of potable wells
- Constructing new wells up-gradient as far as possible from likely pollutant sources such as petroleum storage tanks, septic tanks, chemical mixing areas, and livestock confinement facilities

### Why should I implement BMPs?

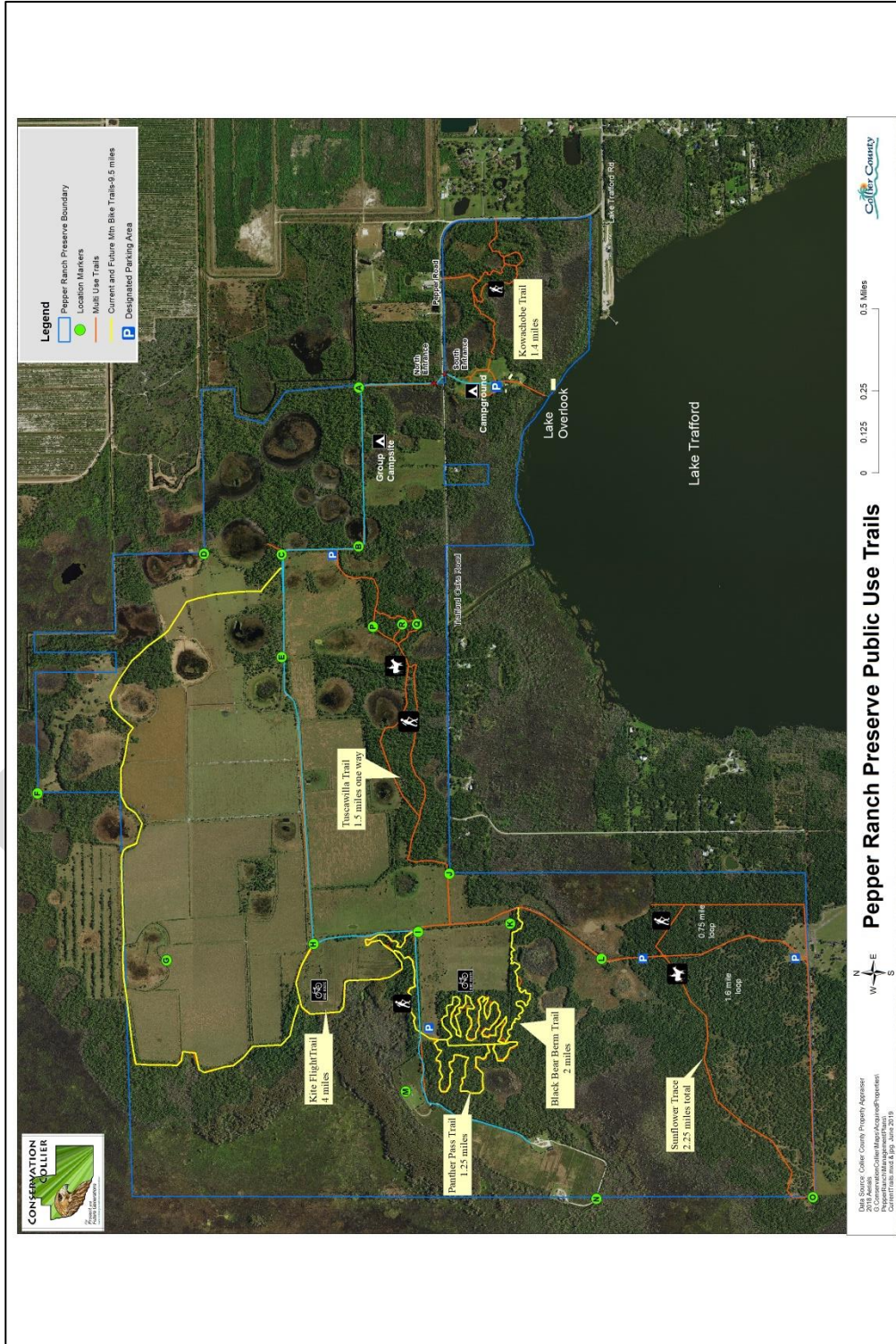
- Some BMPs can help you operate more efficiently and reduce costs, while you help protect the environment. Also, producers enrolled in FDACS BMP programs are eligible for costshare, when available, for certain practices.
- Implementing (and maintaining) verified FDACS-adopted BMPs provides a presumption of compliance with state water quality standards for the pollutants addressed by the BMPs.
- BMP implementation provides protection under the Florida Right to Farm Act from duplicative local regulation.
- Producers who implement FDACS-adopted BMPs might satisfy some water management district permitting requirements. Check with your district.
- In areas with adopted basin management action plans (BMAPs), and some other designated areas, producers who implement BMPs avoid having to conduct costly water quality monitoring.
- BMP participation demonstrates agriculture's commitment to water resource protection, and helps maintain support for this alternative approach.

### How do I participate in BMPs?

1. Schedule a meeting with a BMP team member, who will provide a free FDACS BMP manual and other BMP-related information.
2. Participate with the team member in a free assessment of your operation, to determine which BMPs apply to you.
3. Fill out a BMP checklist and sign the Notice of Intent (NOI) to implement the BMPs.
4. Keep a copy of the checklist and signed NOI in your records.
5. Implement and maintain the applicable BMPs and keep adequate records, to maintain a presumption of compliance with state water quality standards.
6. If you would like to receive a Certificate of Enrollment in BMPs, contact FDACS at (850) 617-1727 or email [AgBmpHelp@FreshFromFlorida.com](mailto:AgBmpHelp@FreshFromFlorida.com).



## Exhibit "H" (Public Hiking Trails at Pepper Ranch Preserve)



## **Exhibit “I” (Pepper Ranch Preserve Hunting Regulations)**

For information regarding area hunting regulations and season dates, please reference the Pepper Ranch Preserve regulations brochure at:

<https://www.colliercountyfl.gov/your-government/divisions-a-e/conservation-collier/pepper-ranch-hunt-program>

DRAFT

## ATTACHMENT B – USDA Pepper Ranch Preserve Prescribed Grazing Plan

### Definition:

Prescribed grazing is the controlled harvest of vegetation with grazing and browsing animals, managed with the intent to achieve a specified objective.

For this project, Prescribed Grazing may be used as a tool to assist in the restoration/maintenance of the ranch, in conjunction with Brush Control, Pest Management, and other practices needed to restore wildlife habitat, natural hydrology, and native plant communities. The grazing plan will be adjusted as needed to address resource concerns and the restoration objectives.

### Livestock Forage Inventory:

Livestock Forage Inventories are estimates of available forage in each pasture. These estimates are then used to project stocking rates and feed requirements annually. The following Livestock Forage Inventory was evaluated at the time of the development of this plan. Forage availability will vary due to climatic conditions and management of grazing system. The forage inventory should be evaluated on a regular basis to ensure proper forage requirements of the livestock are met.

The main forage is Bahia grass planted in pastures. Smut grass, Dog fennel, TSA and Pigweed covers at least 5-10% of the plant composition in pastures, with grass production ranging from 90-95 %. The Rangeland areas were not studied in detail. The overall vegetative conditions suggested the ranch is stocked at or slightly below the carrying capacity.

Forage Inventory Identified the following conditions/ concerns:

- The carrying capacity of the site is expected to change with the implementation of the land management practices such as brush management. These changes may significantly increase or decrease the amount of forage produced.
- Overall vegetative conditions and plant species indicate that the project area is stocked at or below the sustainable carrying capacity.
- Noxious and invasive weeds including Brazilian Pepper-Tree and Tropical Soda Apple were observed on the property, the landowner has and will continue to implement an aggressive pest management program.

A high number of wildlife utilize to area to include Turkey, White-tailed deer and various other species.

Most pastures are in good condition and show no signs of being overgrazed.

The Prescribed Grazing Plan contains 10 items which should be implemented annually in order to achieve the desired results.

1. **Rotational Grazing** should be applied to maintain and improve the health and vigor of the plant community.
2. **Proper Grazing Use** will be applied to all grazed areas to regulate the amount of herbage removed by grazing animals. During the growing season, the degree of use of native vegetation will be limited to 50% (by weight) of the current year's growth.
3. **Stubble heights** will be used to guide grazing management decisions.

4. **Nesting Period** – The rotational grazing system should be managed to provide an undisturbed nesting period for ground nesting species at least once every 4 years. Livestock should be removed from the grazing unit for a period 4 to 6 weeks in length during the period between February 1 and June 30.
5. **Deferment periods** should be provided following all mechanical and/or chemical brush management activities. This will allow desirable plants to recover from the stress or damage caused by the treatment. The length of the deferment periods will be at least 90 consecutive days during the period of June 1 through October 1.
6. **Supplemental feed** should be provided to livestock during periods when forage quality and quantity is low.
7. **Weed prevention and control** - All planting material and other supplemental feed will be free of noxious or invasive weed seed. An aggressive pest management plan has already been implemented to combat encroachment of invasive-exotic species.
8. **Feeding Area Management** - All supplemental feed provided to domestic livestock will be fed on upland areas at least 100 feet away from wetlands, streams, ditches, and ponds. Supplement feeders will be well dispersed across the landscape. Supplemental feeding locations will be moved at least once every 30 days.
9. **Portable feeders** will be used to provide protein, mineral, and other supplements to livestock. These feeders will be moved as needed to improve livestock distribution and prevent undesirable effects on the landscape.
10. **Plan Review** – Annual reviews should be scheduled with the local Natural Resources Conservation Service (NRCS) office, to ensure the plan meets the goals and objectives of the property and those of the livestock owner.

#### **Plant Communities Descriptions:**

**Improved Pasture** – Main forage is Bahia grass in all pastures. Most pastures are in good condition. Some pastures contain Smut Grass, some Dog Fennel and Tropical Soda Apple. Plant composition transects shows an average of 65-80 % Bahia grass and 5-15 % Smut grass, Dog fennel, Pigweed and TSA, 5% sedges and other grass-likes.

Suggested stocking rate for is Bahia 2-5 AUM/Acre.

**Freshwater Marsh-1** - Wet areas with mainly wetland plants, flooded for most of the wet season and are considered very important habitat for many wildlife species. Fresh water marshes have been split into two categories based on plant composition and wetland functionality. FWM-1 contains many native plants such as Maidencane, Bluestems, pickerel weed, Juncus and invasive torpedo grass. These wetlands are believed to be close to functioning wetland's holding water through most of the year due to limited impacts to hydrology.

Suggested stocking rate is 3-13 Ac/AU.

**Freshwater Marsh-2** - Wet areas with mainly wetland plants, flooded for most of the wet season and are considered very important habitat for many wildlife species. FWM-2 is considered heavily degraded based on plant composition. Plant composition is mainly comprised of Bluestems, Bahia, Wax myrtles, Willows and other invasive plants. These areas now function similar to wet prairie, and stocking rate varies based on amount of woody invasion.

Suggested stocking rate is 3-13 Ac/AU.

**Wet Prairie** – This community is primarily comprised of Bluestems at 75%, Bahia 20% and other native grasses. Wet Prairie areas were noted to be in good condition. Suggested stoking rate is 3-6 Ac/AU.

**Wetland Hardwood Hammock** - This community is present but not widespread. This community mainly consists of Bay, Cypress and Red Maple trees. This community has a low Potential for producing forage due to the dense canopy cover of hardwoods and associated palms. These will provide protection from cold weather and shade during hot summer months. There will be little forage available when the canopy cover exceeds 60 percent. Suggested stocking rate is 20-25 Ac/AU.

**Semi-improved/South Florida Flatwoods**- This area is mainly composed of slash pine over story and an understory mainly consisting of Bahia, Bluestems and saw palmetto. Stocking rate will decrease as canopy density increases, due to loss of sun reaching competing understory. The Suggested Stocking rate is 3-7 Ac/AU.

**Recommended Grazing Heights and Length of Grazing Periods:**

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture because of grazing preferences and animal distribution. Overgrazing adversely affects wildlife habitat, plant growth, water, soil conservation, and plant persistence. Animals prefer improved pasture forages like the one listed below and avoid plants that are coarse and hard to digest. During the late spring, summer and early fall cattle tend graze upland areas and avoid grazing in wetlands such as sloughs and marshes if adequate forage is available. However, limited availability of forage plants on dryer areas may induce more grazing of the wetland plants in some seasons, and could result in overgrazing. Under-grazing results in forage waste, reduced quality, and reduced tiller development. Therefore, the number of animals on a specific area must be balanced with available forage to achieve the goals and objectives for this site. This will require monitoring of the forage availability on a regular basis and adjusting the stock density as needed to maintain a unique balance of desirable forage and important wetland vegetation.

The following table lists common forages found in South Florida along with recommended heights to maintain healthy stands of forage:

FORAGE TYPE	Min. Ht. To Begin Grazing	Min. Grazing Ht.
Bahia grass	6"	2"
Limpo grass	12"	4"
Pangola Digitgrass	8"	6"
Maidencane	12"	6-8"
Chalky bluestem	12"	6-8"

Grazing heights for native forage plants is dependent upon the species and the time of year the plant is grazed. For Native Grasses, **remove no more than 50% (by weight) of the plant in any grazing event** This will provide proper use of the forage while maintaining sufficient plant material to, provide wildlife habitat, protect the soil resource, and maintain the health of the plant community.

**Grazing periods** should be kept relatively short to prevent the plants from being grazed before they have the opportunity to recover from the last grazing event. This will depend on the size of the herd and the area to be grazed. Use the forage heights shown in the previous table to determine the length of the grazing periods.

**Rest Periods** should be provided between grazing events to all the plants to recovery from the effects of grazing. The recovery periods should be long enough to allow the forages to reach the *Minimum*

*Height to Begin Grazing.* Because the rest periods are based on the growth rate of the plants the length of the rest period will vary. The recommended recovery periods are shown in the following table:

	<b>Resting Periods Based on Forage Growth Rate</b>		
<b>Forage Type</b>	<b>Forage Growth Rate</b>		
	Fast (June 1-Sept 1)	Moderate (Mar 1-June 1 Sept 1 – Nov 1)	Dormant (Nov 1- Mar 1)
Bahiagrass	14-28 days	28-35 days	35-60 days or more
Limpograss	14-21 days	28-35 days	35-60 days or more
Pangolagrass	7-21 days	21-28 days	28-60 days or more
Maidencane	28-35 days	35-45 days	45-60 days or more
Chalky bluestem	28-35 days	35-45 days	45-60 days or more

**Adjustments to the Grazing System:**

Adjustments in the grazing management system will be necessary during and after restoration and other management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of **all** domestic animals for the duration of the deferment.

If buffer areas are developed around specific wetlands or other areas within the area during the restoration process, livestock grazing may be permitted during dry periods of the year. This will help to utilize available forages within the buffer and control woody vegetation. Stocking rates should be adjusted to assure that grazing is complete within one week. The minimum grazing heights for corresponding grasses shall not be exceeded.

When prescribed burning is applied, grazing shall be deferred as follows:

- Improved pasture areas                      30-60 days during the growing season (Mar1-Oct1)
- Flatwoods                                        30-90 days during the growing season (Mar1-Oct1)
- Fresh Water Marsh and Slough            30-90 days during the growing season (Mar1-Oct1)

Areas that have been disturbed and/or planted to native vegetation shall be deferred from grazing for a minimum of 1 complete growing season following planting or until the grass is well established and produces seed. Native grass plantings generally require 2 complete growing seasons to become well established. The deferment shall continue until a NRCS Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.

Areas that have been mechanically treated to control and other planted will be provided a deferment period to allow herbaceous plants to recover. The deferment will be a minimum of 90 consecutive days during the period of March 1 to December 1, unless only spot control was applied.

If herbicides used to control common weeds and invasive species the grazing management will be adjusted to meet the requirements (if any) listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label.

**Operation and Maintenance:**

The location of mineral and supplement feeders will be moved routinely to evenly distribute grazing animals throughout the pasture. The herd will be rotated to a fresh pasture when the average stubble height falls below the recommended minimum grazing height. When possible, the grazing period should be 14 days or less and the pastures allowed a recovery period of 21 days or until the forage reaches the recommended height to begin grazing.

It is recommended that records be kept regarding the management of the grazing system in order to properly evaluate and modify the grazing system. These records may be maintained by the manager of the grazing system and provided to representatives of the USDA-Natural Resources Conservation Service for plan revisions. If records are maintained, the following information for each field is recommended:

- 1 Date animals are moved from one pasture to the next.
- 2 Name of herd.
- 3 Number of animals in the herd.
- 4 Field the animals were moved from.
- 5 Field the animals are moved to.
- 6 Notes on forage conditions when animals are moved into and out of each field (i.e. forage height, forage quality, weeds, insects, etc.).
- 7 Body condition score of animals when they are moved.
- 8 Notes on management activities that have been conducted, such as when supplement feeders were moved, and when weeds were sprayed.

The records will help to identify problems and refine the grazing schedule.

**Contingency Management Plan:**

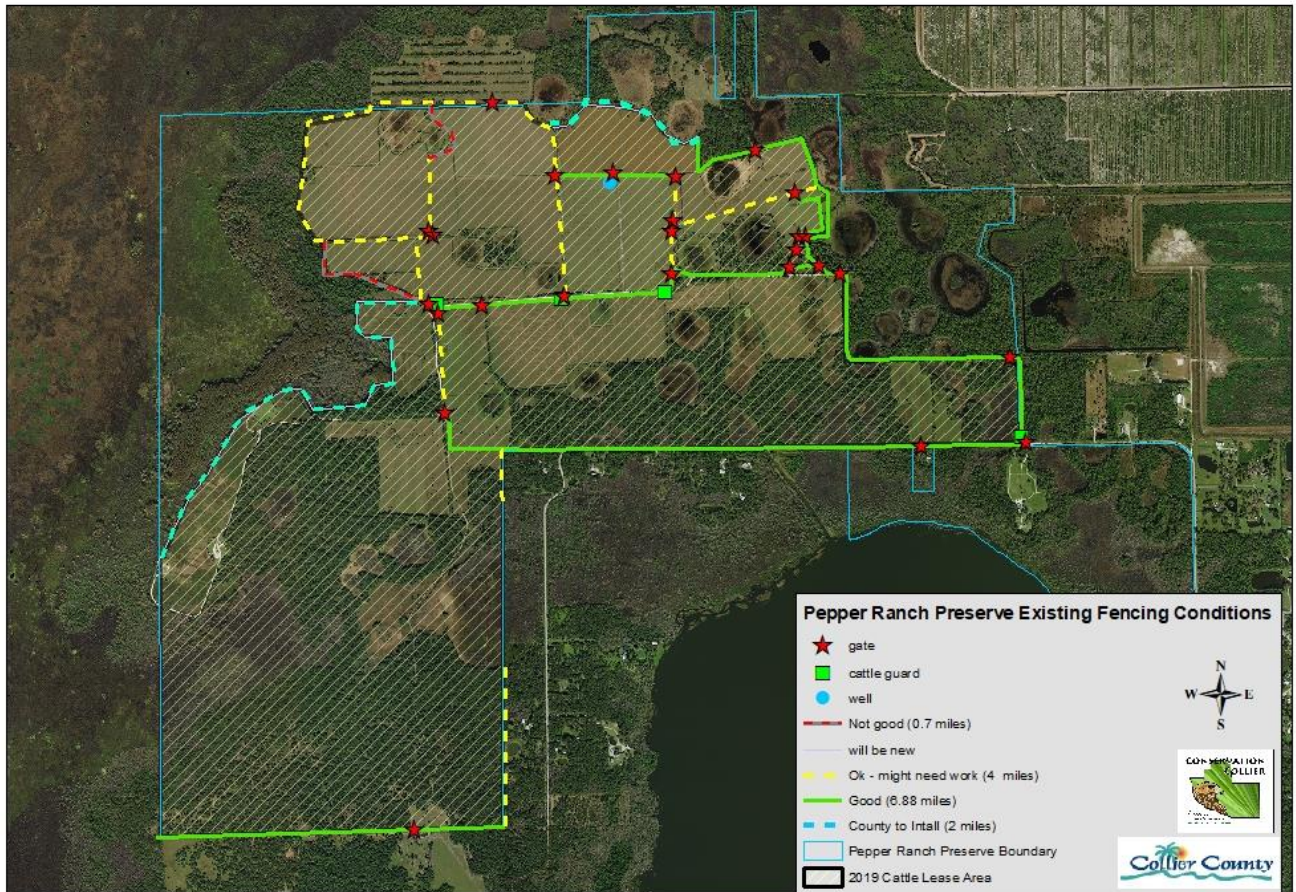
Forage supplies shall be evaluated daily or weekly to determine if forage supplies and quality are adequate to meet livestock demand. When the forage is not adequate, the grazing system should be adjusted or supplemental feed may be supplied.

When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates shall be adjusted or additional supplemental feed may be provided.



# ATTACHMENT C – Pepper Ranch Preserve Cattle Infrastructure Map

## Pepper Ranch Preserve Fencing Map

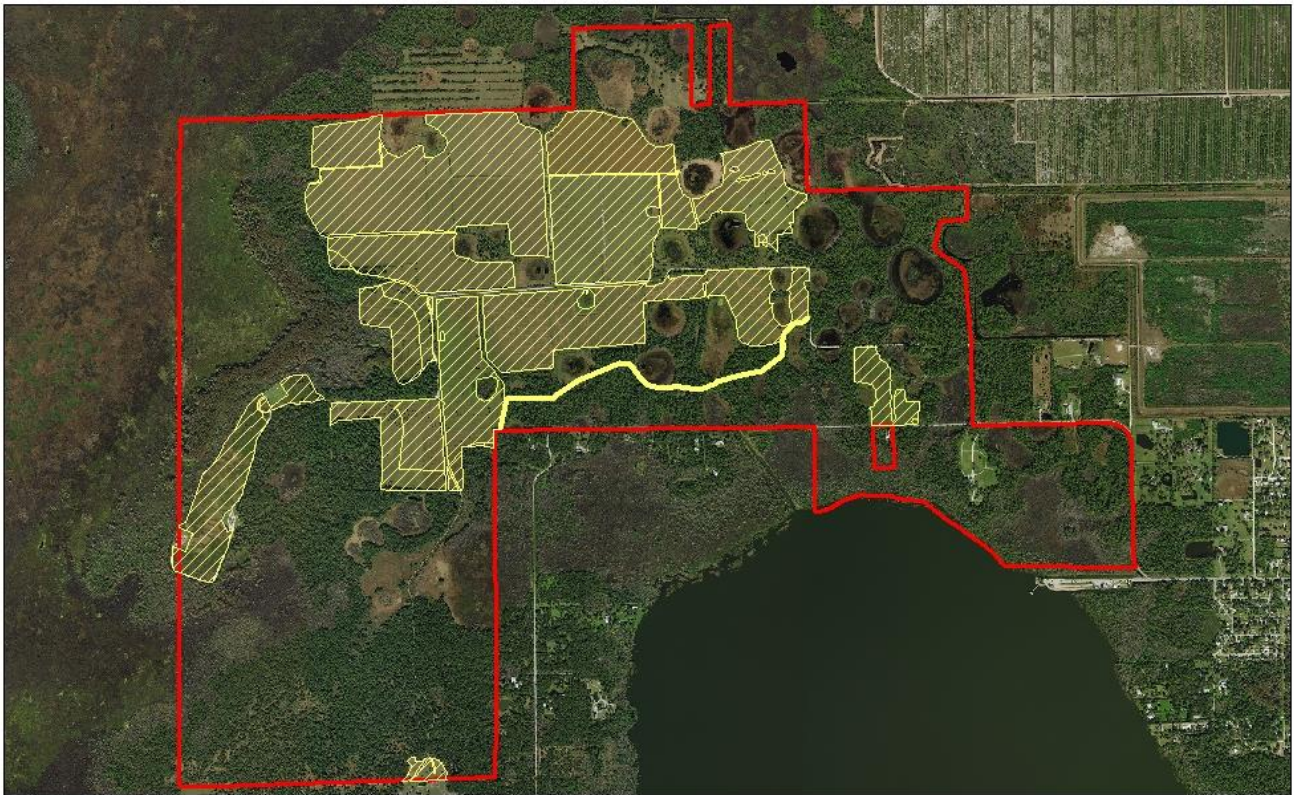


Data Source: Parcels - Collier County Property Appraiser  
 Created By: MH \ Conservation Collier  
 G:\Conservation Collier \ maps \ Acquired\_Properties\Pepper\_Ranch\2019Fencing\_gates Date: 6/21/19  
 Map is approximate.



# ATTACHMENT D – Pepper Ranch Preserve Improved Pasture Map

## Pepper Ranch Preserve 2019 Cattle Lease Firebreak and Pasture



0 1,750 3,500 Feet

Data Source: Parcels and 2009 Aerials - Collier County  
Property Appraiser  
Created By: MH1 Conservation Collier  
G:\Conservation Collier\maps\Acquired\_Properties\Pepper\_Ranch\cattle lease\2019\_cattle lease\_pasturesmowing.mxd and .jpg  
Date: June 2019  
Map is approximate.



### Pepper Ranch

- Pepper Ranch
- Pasture to be mowed
- Firebreak and trail to be mowed  
647 acres total