SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49, Live Oak, FL 32060
386.362.1001
800.226.1066 (Florida only)
www.mysuwanneeriver.com

REQUEST FOR BID NO. 11/12-030 LM

Mud Swamp Lease

SECTION 1 - INTRODUCTION

The Suwannee River Water Management District (District) is requesting bids for the right to lease the Mud Swamp Tract, 836+/- acres in Alachua and Bradford Counties for exclusive recreation use including hunting and fishing. The lease is attached and specifies the terms under which the lease must be executed.

SECTION 2 - PROPOSED SCHEDULE

May 3, 2012	Release of Advertisement.
May 29, 2012	Executed leases due by 12:00 noon at District Headquarters in Live Oak.
June 12, 2012	Consideration of leases by the Governing Board at District Headquarters in Live Oak.

SECTION 3 - INSTRUCTION TO LESSEES

1. Delivery of Lease: Lessees are required to complete and execute one copy of the Lease (include notary for signature). Lease shall be sent in one envelope to:

Gwen Lord, Business Resource Specialist IV
Suwannee River Water Management District
9225 County Road 49
Live Oak, Florida 32060 Phone: 386.362.1001

All Leases shall be submitted in sealed envelopes with the following clearly marked in large, bold and/or colored lettering.

RFB No. 11/12-030 LM
Mud Swamp Lease
Bid Opening May 29, 2012
12:00 p.m.

Leases delivered in an envelope not properly marked with the RFB number and opening date and time that are inadvertently opened by District personnel will not be considered. The Lease shall be hand-delivered or mailed, preferably by registered mail. **Omission of any required information will deem the package as non-responsive.** Leases received after this time, for any reason, will be rejected. Proposals must be hard copy. FAX transmittals will not be accepted.

2. Rejection of Responses: Pursuant to Rule 40B-1.812, Florida Administrative Code, the District reserves the right to reject any and all leases submitted in response to District invitation. District also reserves the right to waive any minor deviations in an otherwise valid submittal.

3. Renewal of Lease: The initial period is described in the lease with the potential for two subsequent renewals based upon the same terms and conditions or terms more favorable to the District, and mutual agreement of the District and the Lessee.

HUNTING LEASE
(DISTRICT Leasing to Private Entity)

THIS HUNTING LEASE, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the LEASEHOLDER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from lease to lease.)

LEASEHOLDER shall mean: Name: _____

Address: _____

_____

Phone: _____

PAYMENT shall mean: $_____

ARCHERY SEASON shall mean the yearly season for hunting called "Archery Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the PROPERTY.

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this LEASE is fully executed by all parties and approved by written resolution of the Governing Board of the DISTRICT.

HUNTING AND FISHING shall mean the recreational, non-commercial, taking of those species of wildlife, fowl and fish allowed by law, in the quantities allowed by law and by and through those methods allowed by law.

LEASE shall mean this "Hunting Lease".

LEASEHOLDERS GUESTS shall mean all natural persons present on the PROPERTY with and by the permission of the LEASEHOLDER.

MAXIMUM NUMBER OF LEASEHOLDERS GUESTS shall mean a total of 14 persons.

PAYMENT DUE DATE shall mean 15 days after the EFFECTIVE DATE.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SPRING TURKEY SEASON shall mean the yearly season for hunting called "Spring Turkey Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the PROPERTY.

TERM shall mean the period of time commencing at noon on the date 30 days prior to the first day of the ARCHERY SEASON next following the EFFECTIVE DATE and ending at noon on the date 30 days after the last day of the SPRING TURKEY SEASON next following the EFFECTIVE DATE, inclusive.

2. **LEASE OF PROPERTY**: During and throughout the TERM, the DISTRICT shall lease the PROPERTY to the LEASEHOLDER and the LEASEHOLDER shall lease the PROPERTY from the DISTRICT.

3. **LEGAL AUTHORITY FOR THIS LEASE:** This LEASE is authorized and entered into under the provisions of Section 373.093, Florida Statutes and Rule 40B-9.145, Florida Administrative Code. The parties understand that compliance with the above provisions of law is a condition precedent to the DISTRICT's obligations hereunder.

4. **PAYMENT**: The LEASEHOLDER shall pay the PAYMENT to the DISTRICT as payment for the rights given it under this LEASE. The PAYMENT shall be paid in cash (by local certified check or wire transfer) no later than the PAYMENT DUE DATE.

5. **PERMITTED USES OF THE PROPERTY:** During the TERM, the LEASEHOLDER may use the PROPERTY for HUNTING AND FISHING and in doing so may also:

5.1 Place temporary tree stands and other temporary structures on the PROPERTY at such places as approved, in advance and in writing, by the DISTRICT. Such structures shall not be permanently affixed to or damage the PROPERTY (including, without limitation, trees). A minimal amount of trimming of the branches of trees as necessary to facilitate the placement and usage of tree stands shall not be considered damages to the trees.

5.2 Place and maintain game cameras on the PROPERTY, provided that such game cameras are not permanently affixed to and do not cause damage to the PROPERTY (including, without limitation, trees).

5.3 Access, traverse and remain on the PROPERTY through motor vehicles or otherwise at all reasonable times for the above purposes.

5.4 Remain overnight and camp on the PROPERTY provided that:

5.4.1 All campsites shall be maintained in a clean and orderly manner.

5.4.2 All camping shall be done through the use of temporary structures, including but not limited to tents, recreational vehicles, and similar vehicles and structures.

5.4.3 Electrical, water, garbage and sewer/wastewater service shall not be provided. All electrical service and water used for camping shall be brought into the PROPERTY and all garbage and wastewater / brown water shall be removed from the PROPERTY and disposed of as allowed by law.

5.5 Permit the LEASEHOLDERS GUESTS to do any of the above.

6. **NON-PERMITTED USES OF THE PROPERTY:** During the TERM, the LEASEHOLDER shall not:

6.1 Do any act which may set fire to any part of the PROPERTY or unreasonably increase the risk of wildfire on the PROPERTY. (The LEASEHOLDER shall use its best efforts to suppress any fire that occurs on the PROPERTY during the term of this LEASE. Further, the LEASEHOLDER shall promptly notify the DISTRICT in the event of any fire on the PROPERTY.)

6.2 Allow dogs used for the chasing or taking of wildlife or fowl to leave the PROPERTY in the pursuit of wildlife or fowl.

6.3 Do any act which annoys or interferes with the property rights of any owner of real property adjacent to the PROPERTY.

6.4 Erect any permanent structure on the PROPERTY at any time.

6.5 Erect any temporary structure (including tree stands) without the prior written approval of the DISTRICT.

6.6 Drive nails, spikes, screws, bolts, or any other metal object into any tree on the PROPERTY.

6.7 Use any motor vehicle on any portion of the PROPERTY except the existing roads shown on Exhibit “A”.

6.8 Damage, cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the PROPERTY. (LEASEHOLDER shall fully compensate the DISTRICT for any damage to the above, as determined by the DISTRICT.)

6.9 Fail to observe and follow all local, state, and federal laws or allow any person who fails to observe and follow such laws to remain on the PROPERTY. (Should LEASEHOLDER observe any illegal activity on the PROPERTY, it shall report such activity to the DISTRICT and the applicable law enforcement agency

immediately, and take immediate steps to cause such illegal activity to cease and desist.)

6.10 Engage in HUNTING AND FISHING on the PROPERTY without first obtaining all required licenses and permits from all applicable governmental authorities.

6.11 Take any wildlife, fowl or fish in excess of bag limits established by law.

6.12 Take any wildlife, fowl or fish outside of the season for taking the same, as established by law.

6.13 Engage in the taking of wildlife, fowl or fish for any non-recreational or commercial purpose.

6.14 Transport live wildlife, fowl or fish off of the PROPERTY.

6.15 Release any live wildlife, fowl or fish on the PROPERTY.

6.16 Release any live plants, animals, birds or fish on the PROPERTY.

6.17 Plant any seeds on the PROPERTY.

6.18 Use or store any fertilizer, herbicide or pesticide on the PROPERTY.

6.19 Alter, disturb or collect any plants, minerals, rocks, soil, fill or artifacts and transport the same off of the PROPERTY.

6.20 Use the PROPERTY in any manner which might interfere with the rights of the DISTRICT, its agents, assigns, contractors and/or employees to cut and remove any trees or stumps from the PROPERTY.

6.21 Interfere with any easements or right-of-ways for power, telephone, telegraph, and gas lines, mains, or cables; or with any easements or right-of-ways for highways, railroads, or drainage structures; or with any activities associated with oil, gas, or mineral leases; or with any conveyances shown in the public records of the county where the PROPERTY is located or evidenced by possession or use.

6.22 Possess or consume alcoholic beverages of any kind on the PROPERTY.

6.23 Harm any dam, impoundment, works, water control structure, road, or DISTRICT-owned facilities or equipment.

6.24 Leave or allow others to leave litter, garbage or other waste of any kind on the PROPERTY.

6.25 Allow any of the LEASEHOLDERS GUESTS to engage in any of the above activities prohibited to the LEASEHOLDER.

7. **MAXIMUM NUMBER OF LEASEHOLDERS GUESTS:** At no time shall the number of LEASEHOLDERS GUESTS exceed the MAXIMUM NUMBER OF LEASEHOLDERS GUESTS.

8. **DISTRICT SHALL CONTINUE TO MANAGE THE PROPERTY:** During the TERM, the DISTRICT shall continue to manage the PROPERTY, including without limitation, the right to cut and/or thin the timber located on the PROPERTY, use prescribed burning, plow and maintain firebreaks, maintain roads, fences and gates, and all similar or related activities. This LEASE shall not be construed to require the DISTRICT to consider HUNTING AND FISHING or the production of wildlife, fowl or fish in managing the PROPERTY. Further, the DISTRICT shall have no obligation to protect any wildlife, fowl or fish which may occur on the PROPERTY from injury or damage from natural causes, poaching or any other reason.

9. **DISTRICT MAY RESTRICT USE OF PROPERTY DUE TO WEATHER:** The DISTRICT reserves the right to restrict the LEASEHOLDER's and/or LEASEHOLDERS GUESTS' use of the PROPERTY, and the rights granted herein if, in the sole judgment of the DISTRICT, weather conditions create an unacceptable hazard to the PROPERTY or persons thereon. Examples of such hazards include, without limitation, wildfire, flooding, storm damage, tornado, hurricane and downdraft.

10. **LEASEHOLDER'S USE TO BE EXCLUSIVE:** During the TERM, except for the access given to the LEASEHOLDER under this LEASE, there shall be no free public access to the PROPERTY, other than the following:

10.1 All lakes, rivers and streams large enough for canoe traffic, which may be on or adjacent to the PROPERTY shall be open to the public. The shoreline of any such lakes, rivers and streams and inland from such shoreline 100 feet, shall also be open to the public.

10.2 All of the DISTRICT's officers, employees, agents and contractors, and all local, state, and federal law enforcement officers shall have free access of the PROPERTY.

11. **SURRENDER OF PREMISES:** At the end of the TERM, regardless of whether or not the LEASE was canceled, the LEASEHOLDER shall surrender the PROPERTY in as good condition as it was at the commencement of the TERM.

12. **CONDITION OF PROPERTY**: Except for the representations expressly set forth in this LEASE, the DISTRICT is leasing the PROPERTY "as is, where is", and the DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. The LEASEHOLDER has made whatever inspection of the PROPERTY it deems appropriate

and has satisfied itself that the PROPERTY is suitable for its purposes. The LEASEHOLDER understands that there may be hidden hazards, including but not limited to, holes, fence wire, snakes, wells, swamps, ponds, harmful plants and animals, and unauthorized persons on the PROPERTY, or other risks that may cause injury or death. The LEASEHOLDER's use of the PROPERTY shall be at the LEASEHOLDER's sole risk. The LEASEHOLDER shall inform the LEASEHOLDERS GUESTS of the provisions of this paragraph prior to allowing them to come onto the PROPERTY and that the LEASEHOLDERS GUESTS' use of the PROPERTY shall be at the LEASEHOLDERS GUESTS' sole risk.

13. **LIABILITY AND INSURANCE:** The LEASEHOLDER shall be responsible for and pay for any and all damage, loss, injury and liability to the PROPERTY, to the property of others, or to any person, caused by LEASEHOLDER or LEASEHOLDERS GUESTS, or as a result (either directly or indirectly) of LEASEHOLDER's or LEASEHOLDERS GUESTS' use of the PROPERTY, or resulting from this LEASE, and the LEASEHOLDER shall indemnify the DISTRICT and shall hold the DISTRICT harmless for the same. LEASEHOLDER, at LEASEHOLDER's expense, shall maintain liability insurance with an insurance company, licensed to do business in the State of Florida, to cover LEASEHOLDER's activities on the PROPERTY and LEASEHOLDER's obligations under this LEASE, in an amount not less than one million ($1,000,000.00) dollars for damage or injury to person and property. Prior to the beginning of the TERM, the LEASEHOLDER will file with the DISTRICT certificate(s) of insurance, acceptable to the DISTRICT, providing evidence that the LEASEHOLDER has in full force and effect the insurance required herein. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

13.1 That the DISTRICT is a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of DISTRICT's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

13.2 That the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the DISTRICT.

14. **TAXES AND ASSESSMENTS:** LEASEHOLDER shall pay all taxes (including, without limitation, sales taxes, documentary stamp taxes, ad valorem taxes and assessments) due on the LEASE and the PAYMENT, if any.

15. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the provisions of the LEASE shall be as follows:

15.1 Should the DISTRICT default on any provision of this LEASE, then the LEASEHOLDER shall be entitled to cancel this LEASE and receive a full refund of the PAYMENT (as liquidated damages because actual damages would be difficult to estimate), in which event both parties shall be relieved of all further obligations to the other.

15.2 Should the LEASEHOLDER default on any provision of this LEASE, then the DISTRICT shall be entitled to cancel this LEASE and retain all of the PAYMENT (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

16. **CANCELLATION WITHOUT CAUSE:** This LEASE may be canceled by the DISTRICT at any time for any reason whatsoever upon giving ten (10) days written notice to the LEASEHOLDER. In the event this LEASE is canceled for any reason other than default of the LEASEHOLDER, the DISTRICT shall refund to the LEASEHOLDER a pro-ration of the PAYMENT based on the number of days remaining in the TERM.

17. **DISTRICT REPRESENTATIVE:** The DISTRICT agrees that Robert G. Heeke is to be the DISTRICT representative and is to have direct, primary, and continuing contact for this LEASE. Mr. Heeke may be contacted by telephone at 386.362.1001 or 800.226.1066 (FL Only) or 386.647.6588 (cell) or by email at RGH@srwmd.org.

18. **THIS LEASE SHALL CONSTITUTE A SPECIAL USE AUTHORIZATION:** This LEASE shall constitute a Special Use Authorization as contemplated by Rule 40B-9.1411, Florida Administrative Code, for the LEASEHOLDER and the LEASEHOLDERS GUESTS to use the PROPERTY for the uses set out in this LEASE. Such Special Use Authorization shall be automatically revoked upon the expiration or cancellation of this LEASE.

19. **ASSIGNABILITY**: The rights granted by this LEASE may not be assigned by operation of law or otherwise, without the prior written approval of the DISTRICT.

20. **PERSONAL PROPERTY:** This LEASE does not lease any of the DISTRICT's personal property to the LEASEHOLDER. The LEASEHOLDER shall remove all of the LEASEHOLDER's personal property from the PROPERTY prior to the end of the TERM. Any of the LEASEHOLDER's personal property remaining on the PROPERTY as of the end of the TERM, may be retained by the DISTRICT or disposed of in any manner as may be determined by the DISTRICT.

21. **GOVERNING LAW:** This LEASE shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

22. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this LEASE shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.

23. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right

to trial by jury in any legal proceeding arising out of or relating to this LEASE or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

24. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.

25. **NO THIRD PARTY BENEFICIARIES:** The provisions of this LEASE are for the sole and exclusive benefit of the DISTRICT and the LEASEHOLDER. No provision of this LEASE will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this LEASE.

26. **LEASE NOT TO CONVEY PROPERTY RIGHTS OR BE RECORDED:** This LEASE shall not be construed to convey to the LEASEHOLDER any property rights in the PROPERTY nor create any lien on nor security interest in the PROPERTY. Neither this LEASE nor any notice of this LEASE, shall be recorded in the public records of any County.

27. **ENTIRE AGREEMENT:** This LEASE supersedes all previous agreements, oral or written, between DISTRICT and LEASEHOLDER, and represents the whole and entire agreement between the parties. Neither party has entered into the LEASE in reliance upon any fact or representation not expressly provided in the LEASE.

28. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to lease real property, including without limitation Section 373.093, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder.

29. **NO EFFECT ON PERMITS OR REGULATIONS:** This LEASE shall not be deemed to grant any permit to the LEASEHOLDER or affect the requirements for any permit or regulatory approval which would otherwise be required by law.

30. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS LEASE:** This LEASE may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this LEASE.

31. **LEASE NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This LEASE is the product of negotiation between the parties, thus the terms of this LEASE shall not be construed against either party as the drafter.

32. **ATTORNEY REPRESENTATION:** The parties acknowledge that the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186, is the attorney for the

DISTRICT and not the LEASEHOLDER regarding this transaction. The LEASEHOLDER acknowledges that it has received whatever legal advice it wishes from sources other than the above attorneys.

33. **MISCELLANEOUS**: This LEASE may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Correspondence regarding this LEASE may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.

34. **LEASE CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this LEASE shall not be binding on any party and shall have no effect unless and until this LEASE is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

(The remainder of this page was intentionally left blank.)

EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By:_____
Charles H. Houder, III
As its Acting Executive Director

EXECUTED on this _____ day of _____, 2012 by

LEASEHOLDER, _____.

_____

STATE OF _____

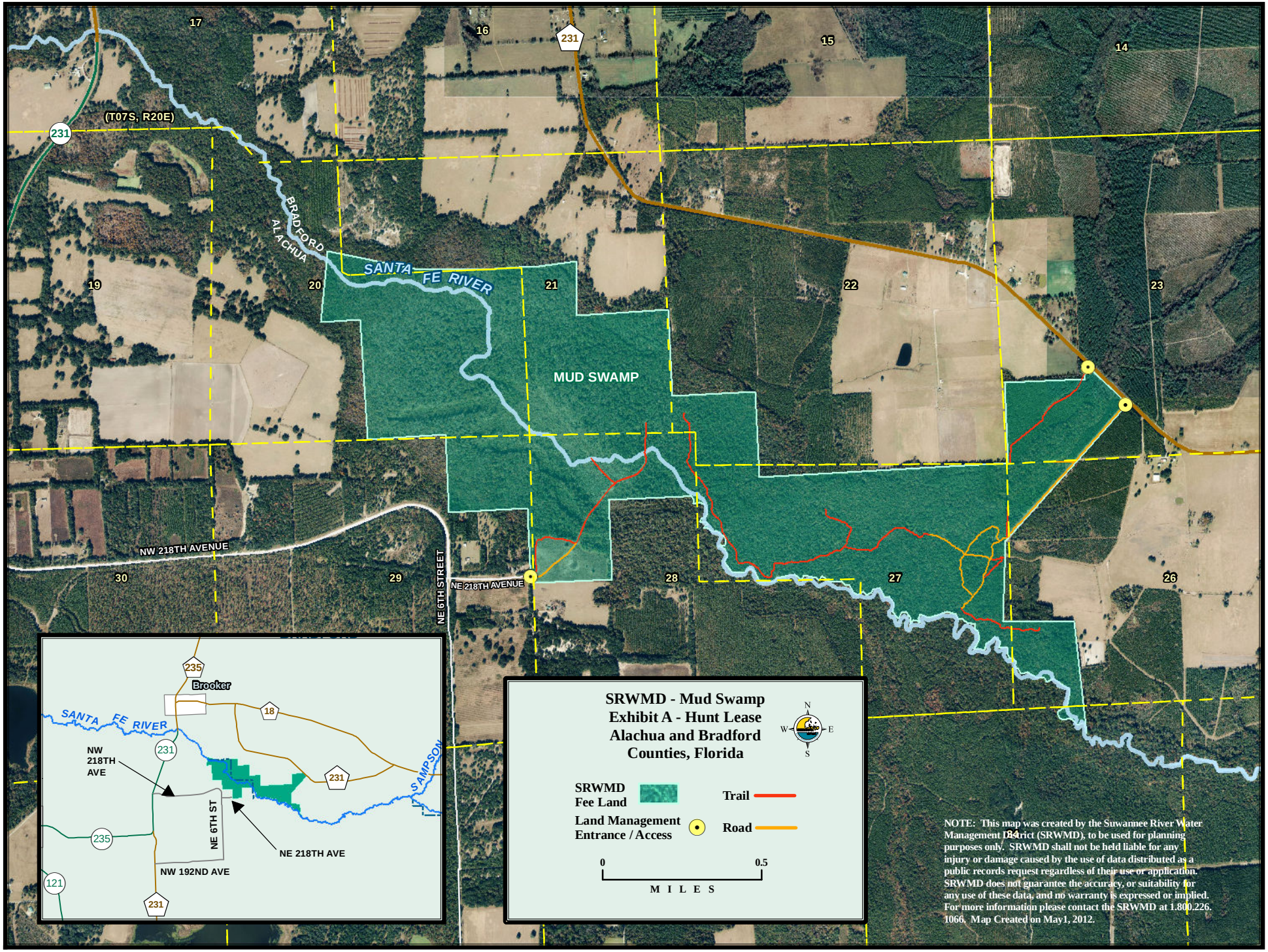
COUNTY OF _____

Acknowledged before me this ____ day of _____, 2012, by

_____ _____who is

personally known to me or who produced _____ as identification.

_____
Notary Public


SRWMD - Mud Swamp
Exhibit A - Hunt Lease
Alachua and Bradford
Counties, Florida
SRWMD
Fee Land
Land Management
Entrance / Access
Trail
Road
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NOTE: This map was created by the Suwannee River Water Management District (SRWMD), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 1.800.226.1066. Map Created on May1, 2012.
(T07S, R20E)
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SANTA FE RIVER
BRADFORD
ALACHUA
MUD SWAMP
NW 218TH AVENUE
NE 218TH AVENUE
NE 6TH STREET
Brooker
235
18
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