



Florida Department of Agriculture and Consumer Services
Florida Forest Service



GRAZING AGREEMENT

LAKE WALES RIDGE STATE FOREST; PRAIRIE TRACT, SOUTH UNIT

3125 CONNER BOULEVARD, TALLAHASSEE, FLORIDA 32399-1650

This Agreement entered into this _____ day of _____, 20____, by and between the State of Florida Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter called Department and,

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)
_____	_____

hereinafter called the Licensee.

WITNESSETH

That the Department and the Licensee for and in consideration of the mutual covenants herein set forth agree as follows:

1. The above named Licensee will use the lands hereinafter described according to the terms of this agreement and will be responsible for abiding by the terms and conditions of this agreement.

2. The Department hereby designates the District Manager/Forestry Center Manager as its Contract Manager to deal with the Licensee in matters pertaining to this Agreement, its terms and conditions.

3. The Department in consideration of the annual payments outlined below grants to the Licensee the right to graze cattle upon the following described lands situated in the County of Polk, Florida, and containing 1,825 acres, more or less, hereinafter called the Land, and more particularly described as follows:

A portion of Sections: **25, 26, 34, 35, & 36 Township 30 South, Range 30 East.**

SEE ATTACHED EXHIBITS: A 1 and A 2

Licensee agrees to pay the sum of _____ dollars per acre, for _____ acres, for the total sum of _____ dollars per twelve month period, the receipt of the initial payment whereof is hereby acknowledged. Licensee further agrees to make subsequent annual payments, payable without demand, prior to _____ of each year throughout the term of this Agreement and for any extensions thereof.

4. (a.) The term of this Agreement shall be for **five (5)** year(s), beginning on the _____

_____ day of _____, 20____, and ending on the _____ day of _____, 20____, or until canceled by either party upon written notice sent to the other by registered mail to the addresses as hereinabove shown or terminated as hereinafter provided.

(b.) Six (6) months prior to the expiration of this Lease, the Department, at its sole discretion, may extend the lease agreement for one (1) additional **two (2) year term** under the same terms and conditions or under new terms and conditions as established by the Department.

5. (a.) Where deemed necessary per direction of the Contract Manager, the Licensee shall enclose the Land with a good and sufficient fence, consisting of at least four strands of barbed wire nailed, wire tied, or stapled to posts placed **20** feet or less apart. **No fence will be nailed to any tree or stump regardless of species.** The Licensee agrees to maintain at all times said fence in good condition and agrees to place gates and/or cattle gaps as designated by the Contract Manager. During the term of this agreement the Licensee shall construct, and maintain all such fences, gates and cattle gaps at the Licensee's cost and expense, and with materials approved by the Department in advance. No fence shall be removed at the termination of this lease and such fence and all other improvements shall become the sole property of the Department.

(b.) There are no cow pens on this parcel. Portable pens may be constructed at the Licensee's expense. Any new structures will require site approval from the Contract Manager prior to construction. All improvements excluding portable pens will become property of the Department at the termination of the lease.

(c.) The cattle holding pens (see location of on Exhibit A2) on the Land will be shared between the Licensee's of the Prairie Tract North and South Leases. Each Licensee agrees to maintain pens in the same condition as found before any cattle were penned. Any discrepancies/differences between the two Licensee's regarding responsibilities for repairing pens will be settled by the discretion of the Contract Manager.

6. The Licensee shall take good care of the Land, fences, improvements and timber on said lands and commit no waste. The Licensee shall protect the Land, improvements and all timber thereon from degradation or improper use by other persons and shall immediately report to the Department or its representative any degradation or improper use which may occur on the leased area. The Licensee shall not cut or remove any timber on the Land without a written permit from the Department.

7. The Licensee shall protect the Land, the improvements and timber thereon from and against wild fires regardless of their origin or place and places of inception and shall use its utmost efforts to suppress any wild fire originating on the Land or likely to spread from other lands to the Land. Any and all damage wrought by wild fires to the Land, improvements and timber shall be immediately reported to the Contract Manager.

8. In the event of a fire or fires caused or originated by the Licensee or with its knowledge or under its authority or believed to so originate, the Department shall have the right to terminate this agreement and all of the rights hereunder immediately.

9. At no time shall the Licensee allow more than **541** animal units per **1,825** acres of land under this agreement, unless sufficient supplemental feed is provided per NRCS or IFAS

guidelines, and it is approved by the Contract Manager in advance. In no case will said Licensee allow hogs, sheep, horses or goats to range or graze on the Land.

*** STOCKING RATE: An animal unit (AU) is one (1) bull or one (1) cow with or without one (1) unweaned calf. The maximum stocking rate for the South Unit is 541AUs. The Licensee may stock any number of AUs below the maximum stocking rate stated.**

10. The Department, its agents, employees, successors or assigns shall have the right at all times and in all circumstances to enter upon said premises for any purpose, including but not limited to logging and other activities commonly connected with forest management.

11. (a) The Licensee agrees to pasture all cattle on a quarantine field for the seven days prior to their movement onto the state forest at any time during the term of this Agreement. The entire quarantine field must be closely inspected for the presence of Tropical Soda Apple plants. If possible, this will be done by the Contract Manager or his or her designee. If the Contract Manager or his or her designee is unable to perform the inspection, the Department will immediately notify the Licensee, after which the Licensee must provide the Department with a current, valid FDACS/DPI Noxious Weed Compliance Agreement (DACS-08387) certifying the quarantine field as free of Tropical Soda Apple. A copy of this agreement can be obtained from the Division of Forestry or the Division of Plant Industry. The Licensee will be responsible for the cost of the certifying inspection associated with the Compliance Agreement. The quarantine field will not be acceptable if it has been mowed less than 30 days prior to the inspection. If no certifiable quarantine field is available, then the cattle will not be permitted to move onto or within the state forest.

(b) Upon execution of this Agreement, the Licensee assumes responsibility for monitoring for and treating any Tropical Soda Apple (*Solanum viarum*), Cogongrass (*Imperata cylindrical*), Lantana (*Lantana spp.*), Brazilian pepper (*Schinus terebinthifolius*), Rosary pea (*Abrus precatorius*) and Smut grass (*Sporobolus indicus*) plants or other non-native plants of concern found to occur within the Land using methods approved by the Contract Manager. Treatments will occur at a minimum of two (2) times annually with a goal of preventing fruit production, reducing the number of occurrences, and the size of infestations.

(c) If Tropical Soda Apple or other non-native invasive plants of concern are found to occur or to be spreading within the Land at any time during the term of this Agreement, the Department reserves the right to terminate this Agreement as hereinafter provided.

(d) Other invasive plant issues and requirements specific to this Agreement include: Any new exotics locations found by the Licensee will be reported to the Department within 30 days.

12. The Department retains the right to control burn any portion of the Land for silvicultural purposes upon notice delivered to the Licensee and Department agrees that the Licensee's livestock may be allowed to graze such burns. When so advised, the Licensee agrees to exclude livestock from such areas for such time as required by the Department. The Licensee further agrees to cooperate with, and shall assist with, control burning when requested by the

Contract Manager. Most areas will be kept on a two year burn rotation. The Licensee may burn areas to benefit their cattle management provided that their burns must: have a written burn plan, fall within an approved burn rotation for the site, have approval from the Contract Manager, have a certified burn manager on site, and a Florida Forest Service representative must be on site for the entire burn.

13. Any acreage reforested with pines may be excluded from grazing for periods up to 5 years or more at the discretion of the Contract Manager. If any grazing acres are reduced due to reforestation an adjustment will be computed and credited to the following years annual lease payment.

14. Wildlife and fish management laws will be enforced by the Florida Fish and Wildlife Conservation Commission on the Land. Hunting by Licensee is prohibited. Department shall have the right to terminate this Agreement and all of the rights hereunder immediately if a violation by Licensee or Licensee's representatives occurs. **Trapping wild hogs that may be causing damage to pastures may be allowed by the Licensee provided written approval is given by the Contract Manager.** The Land is not incorporated into the Wildlife Management Area system and will not be open to **general** public hunting during the term of this Agreement. All portions of the Land are open to Special Opportunity Hunts for the Operation Outdoor Freedom project. Hunts will consist of wounded veterans guided by experienced hunters. Dates of the hunts will be provided by the Contract Manager to the Licensee at least two (2) weeks prior to the hunts.

15. This Agreement shall not be assigned nor shall the Land or any part thereof be sublet by the Licensee to any person or persons without the prior written consent of the Department, its successors or assigns, and which consent may be withheld in the sole discretion of the Department.

16. Any violation by the Licensee of any term or condition of this Agreement shall be sufficient cause for the immediate termination thereof by the Department, its successors or assigns, upon thirty days written notice to the Licensee.

17. The Licensee agrees to assume all liability to the general public for any and all damages as a result of Licensee's operation on the Land and further releases the Department of any responsibility for any damages done to fences, improvements or livestock as a result of the Department's operations. This area cannot be closed to the general public; however, signs advising that the area is under this Agreement may be posted. Signs must be approved by the Florida Forest Service in advance.

18. The Licensee acknowledges that the State of Florida has title to and is owner of the Land and that the Department has jurisdiction over the Land as a public body of the State of Florida.

19. The Licensee may apply soil amendments based upon recommendations from an approved soil test. Only one application may be applied per year at the Licensee's sole cost and expense.

20. Hay production and sub-soiling will not be allowed on the Land. Any cattle management activity not covered by this Agreement must be approved by Contract Manager in advance.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses

STATE OF FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
ADAM H. PUTNAM, COMMISSIONER

Mike Gresham, Director
Division of Administration

Witnesses

James Karels, Director
Florida Forest Service

Witnesses

LICENSEE

