



# CITY OF PORT ST LUCIE

## COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B

Meeting Date: 12/12/16

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager *RB*  
Sherman Conrad, Director, Parks and Recreation  
Cheryl Shanaberger, Director, Procurement Management  
Department

FROM: Brenda Leo, Contract Specialist, Procurement Management  
Department

Agenda Item: Ordinance: Contract #20160113 – Williams Property Lease for  
Livestock Grazing and Property Maintenance

Submittal Date: 12/5/2016

*1694*

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**STRATEGIC PLAN LINK:** City of Port St. Lucie Goals 2020, Financially Sound City, high performance City organization

**BACKGROUND:** The City's Procurement Management Department (PMD) issued a LOI on July 23, 2016 to identify firms that would be interested in the opportunity to lease the City owned Williams Road property for the lease of livestock grazing, mowing areas of approximately 35.242 acres three (3) times per year, and maintenance of fencing. Ninety one (91) suppliers and eight (8) Supplemental Suppliers were notified via DemandStar. On August 16, 2016, one (1) proposal was received. The proposal was reviewed by PMD and Parks & Recreation.

**ANALYSIS:** Jacob Concannon meets all of the required qualifications and provides the best value to the City for the Williams Property Lease for Livestock Grazing and Property Maintenance. Mr. Concannon has six (6) years of experience in the livestock business and submitted a proposal that will include mowing the property a minimum of three (3) times annually, all fencing repairs, and payment of the annual property taxes for grazing agriculture exemption. In addition, Mr. Concannon will pay \$10.00 per acre, per year to lease the property. Mr. Concannon owns property that is contiguous to this property. This lease shall serve to reduce the expenditure of City funds associated with the maintenance and mowing of the site.

**FINANCIAL INFORMATION:** Total expenditures for this lease and services outlined in the lease is \$0.00. Total annual income is \$352.42.

**LEGAL INFORMATION:** Reviewed by Ella Gilbert on 12/2/16 and approved as to form.

**STAFF RECOMMENDATION:** Approval of the Ordinance and Contract #20160113 with Jacob Concannon for the Williams Road Property Lease for Livestock grazing and Property Maintenance. Contract Period will begin after its final adoption and execution of required documents for a ten (10) year term, with the option to renew if agreed upon by both the City and Lessee, without bidding or Council approval, for an additional ten (10) year period.

**SPECIAL CONSIDERATION:** N/A

**PRESENTATION INFORMATION:** N/A

**REQUESTED MEETING DATE:** 12/12/2016

**LOCATION OF PROJECT:** Williams Road – map and legal description attached.

**ATTACHMENTS:** Legal Memorandum, Composite Exhibit "A" (Ordinance with Exhibits 1 and 2 – Ordinance, Lease, Legal Description, Property Sketch), Ordinance Exhibit "2" Legal Description and Property Sketch , copy of clarification email and winning proposer LOI response, LOI documents

\*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

ORDINANCE 16 -94

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRAZING LEASE AGREEMENT FOR WILLIAMS ROAD PROPERTY BETWEEN JACOB CONCANNON, AND THE CITY OF PORT ST. LUCIE; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to execute the Grazing Lease Agreement (the "Lease") in substantially the same form that is attached hereto and incorporated herein as Exhibit "1", between the City of Port St. Lucie ("City") and Jacob Concannon. Said Lease provides that certain portions of Williams Road Property may be used by Jacob Concannon for cattle and livestock grazing and pasturing purposes. In exchange for being able to use for grazing activities the leased premises, which are more specifically identified and described in Exhibit "2" to the Lease, Jacob Concannon will maintain and mow the McCarty Ranch Preserve property. This Lease shall serve to reduce the expenditure of City funds associated with the maintenance and mowing of the site.

Section 2. That this Ordinance shall become effective immediately after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

ATTEST:

\_\_\_\_\_  
Karen A. Phillips, City Clerk

BY: \_\_\_\_\_  
Gregory J. Oravec, Mayor

APPROVED AS TO FORM

BY: \_\_\_\_\_  
O. Reginald Osenton, City Attorney



**CITY OF PORT ST. LUCIE**  
**CITY ATTORNEY**

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**MEMORANDUM**

TO: BRENDA LEO, CONTRACT SPECIALIST  
CHERYL SHANABERGER, PROCUREMENT DIRECTOR

FROM: ELLA M. GILBERT, STAFF ATTORNEY *EMG*

DATE: DECEMBER 2, 2016

SUBJECT: ORDINANCE 16-\_\_\_\_  
AUTHORIZING THE EXECUTION OF A GRAZING LEASE AGREEMENT FOR WILLIAMS  
ROAD PROPERTY BETWEEN JACOB CONCANNON, AND THE CITY OF PORT ST.  
LUCIE; PROVIDING AN EFFECTIVE DATE.

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Pursuant to your Department's request, I have prepared an ordinance for review and approval by the City Council which shall serve to execute a grazing lease agreement for the Williams Road Property between Jacob Concannon and the City of Port St. Lucie.

Accordingly, the required ordinance for review and approval by the City Council is attached. The ordinance authorizes the Mayor and City Officials to execute any and all documents necessary to formalize and execute the grazing lease. Please process this ordinance as required for placement of this matter on the agenda for the appropriate City Council Meeting. If you have any questions, please do not hesitate to contact me.

EMG/jl

Attachments: Ordinance 16-\_\_\_\_ with Exhibits  
cc: O. Reginald Osenton, City Attorney

COMPOSITE  
EXHIBIT

“A”

(Ordinance with  
Exhibits)

EXHIBIT

“1”

WILLIAMS ROAD  
PROPERTY CATTLE  
GRAZING LEASE

Prepared under the direction and/or review of:  
Ella M. Gilbert, Staff Attorney  
Prepared by and when recorded return to:  
Brenda Leo, Buyer for Procurement Mgmt Dept.  
CITY OF PORT ST. LUCIE  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

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**CITY OF PORT SAINT LUCIE  
GRAZING LEASE AGREEMENT**

THIS GRAZING LEASE AGREEMENT ("Lease"), executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a municipal corporation, duly organized under the laws of the State of Florida, ("LESSOR"), and **JACOB CONCANNON**, whose principal address is 12801 Williams Road, Port St. Lucie FL, , Telephone No. \_\_\_\_\_ ("LESSEE").

***WITNESSETH***

**WHEREAS**, LESSOR is the record fee simple owner of certain lands, known as the Port St. Lucie's Williams Road Property consisting of an approximate total of 35.242 +/- acres (the "Parent Tract"), located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE ¼ of SW ¼-LESS CANAL RS/W, Port St. Lucie, St. Lucie County, Florida, the legal description of which and site location map are attached hereto as Exhibit "A"; and

**WHEREAS**, LESSEE owns cattle and is seeking vacant lands for their feeding, pasturing, and grazing; and

**WHEREAS**, LESSEE desires to lease LESSOR'S Parent Tract (the "Leased Property") for the purpose of pasturing and grazing LESSEE'S cattle and other approved livestock; and

**WHEREAS**, the parties desire to enter into the Lease, setting forth the restrictions, covenants and mutual understandings and undertakings, regarding LESSEE'S use of the Leased Property for cattle grazing.

**NOW THEREFORE**, in consideration of the foregoing premises, the undertakings and mutual agreements contained herein, the parties hereby covenant and agree as follows:

**RECITALS**

The foregoing recitations are true and correct and are incorporated herein by reference.

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**ARTICLE I  
USE OF THE LEASED PROPERTY**

LESSEE will pay to LESSOR an annual rental amount of \$352.42 per year, such amount to be paid by LESSEE to LESSOR on or before the first day of each annual period of this Lease. This rental amount has been calculated by multiplying the rate of \$10 per acre for each acre of the Premises by the total number of acres on the Premises, which is 36.18 acres.

LESSEE may have livestock, other than cattle, to graze on the Leased Property provided that prior written approval is obtained from the LESSOR. LESSEE shall provide to LESSOR written notice of LESSEE'S desire to have livestock other than cattle, and seek LESSOR'S written approval, no less than seven (7) business days prior to the planned date to have the additional type of livestock moved, located or transferred to the Leased Property.

LESSEE'S grazing activities and use of the Leased Property shall not restrict the movement of wildlife through the Parent Parcel or interfere with the public's recreational use of the lands that are not included under this Lease as the Leased Property.

**ARTICLE II  
TERM OF THE LEASE**

This Lease shall be for an initial term of ten (10) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Commencement Date"), and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 2027 ("Termination Date"), with options to renew for up to two (2) additional 5-year terms upon the written mutual agreement of the Parties.

**ARTICLE III  
CONDITION OF LAND AND LESSEE'S ACCEPTANCE**

LESSEE hereby accepts the Leased Property in an "As Is, Where Is, and With All Faults" condition and without any warranty, representation, expressed or implied, concerning the condition or characteristics of the Leased Property, commencing on the Commencement Date. Without limiting the foregoing, LESSOR makes no representation or warranty concerning the condition of the Leased Property or the fitness of the Leased Property for the pasturing or grazing of LESSEE'S cattle. LESSEE hereby represents that LESSEE has examined the Leased Property to its complete and total satisfaction and accepts it in its present condition. Any and all testing, construction, alterations, additions, or improvements, including but not limited to fencing, shall require the prior written consent of LESSOR and shall be at the sole cost and expense of LESSEE.

**ARTICLE IV  
UTILITIES AND TAXES**

During the term of this Lease, and any renewal thereof, LESSEE shall be responsible for the payment of any and all charges for water, waste disposal services, electricity, trash collection, and any other utilities or other services used by LESSEE. LESSOR shall have no liability or responsibility whatsoever, under the terms of this Lease, for the provision of or payment for utilities or other services to the Leased Property. LESSEE shall also pay and fully discharge all taxes when due, including, without limitation, all personal property taxes, all real estate taxes, special assessments, and governmental charges of every

character levied and assessed during the term of this Lease against the Leased Property and any fixtures, improvements, appliances, livestock and other personal property placed by LESSEE in, on, under or about the Leased Property. However, with respect to the payment of the real estate tax bills, LESSOR, following a receipt of a real estate tax bill, shall submit a copy of that tax bill, via e-mail transmission, to the LESSEE and LESSEE shall promptly remit payment directly to the St. Lucie Tax Collector for the full amount of taxes and any assessments due and owing for the Leased Property. LESSEE shall furnish proof of payment to the LESSOR within ten (10) calendar days of the payment. In the event LESSOR fails to promptly pay the taxes and assessments on or before February 1<sup>st</sup> in any given year during this Lease, then LESEE shall be responsible for the additional payment of any penalty or late fee assessed for the untimely payment. Further, LESSEE'S failure to timely pay the utilities and taxes shall constitute a breach or default of this Lease.

#### ARTICLE V MAINTENANCE

It shall be the sole responsibility of LESSEE to secure, at no cost to LESSOR, any and all necessary permits and approvals relating to LESSEE'S bona fide agricultural use of the Leased Property. LESSEE agrees to maintain the grass at a height not to exceed three (3) feet and to keep the grounds in an attractive condition and appearance during the term of this Lease, or any extension or renewal thereof. LESSEE'S obligations for Parent Parcel Upkeep shall also include the removal and management of exotic plants and trees on the Parent Parcel.

LESSEE'S maintenance of the grass and grounds on the Leased Property may include the application of herbicides, fertilizer and lyme to enrich the land as needed for cattle grazing provided that LESSEE'S application of such agricultural chemicals (1) complies with all federal, state and local laws, regulations and guidelines, and (2) complies with any other conditions or restrictions imposed by LESSOR during the term of LESSEE'S use and occupancy of the Leased Property.

In addition, if LESSEE should desire to control burn any portion of the Leased Property, but never simultaneously, then LESSEE shall submit its request for LESSOR'S written consent. Accordingly, LESSEE may control burn provided that LESSEE obtained LESSOR'S prior written consent together with any required permits and/or approvals by the appropriate regulatory agencies. Prior to undertaking any such activities LESSEE shall provide copies to LESSOR of the applicable permits and approvals for LESSEE'S control burn activities, and the control burn may only be performed by a person certified by the State of Florida to perform such actions.

Further, LESSEE shall assist the LESSOR in controlling the feral swine population on the Leased Property so that the feral swine do not become a nuisance on the Parent Parcel. LESSEE shall obtain LESSOR'S prior written consent to undertake any measures to control and/or eradicate the wild pig, hog, or boar problem. Provided that LESSEE has obtained LESSOR'S prior written consent, then LESSEE shall obtain any required permits and/or approvals from the appropriate regulatory agencies and entities in order to control the feral swine population. However, the use of firearms on the Leased Property, for any reason whatsoever is strictly prohibited unless (1) LESSEE obtains prior written consent from the LESSOR, (2) an emergency situation arises that requires the use of a firearm to euthanize LESSEE'S cattle or livestock, and/or (3) the Parent Parcel is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting by LESSEE occurs in compliance with the laws and rules established for

that area.

LESSEE agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary, in order to keep the Leased Property in a state of good repair, and in a safe and clean condition at all times. In addition, specifically with regard to any damage to the fencing and gates, including damage caused by vandalism, malicious mischief or criminal acts, LESSEE shall take all necessary actions to remedy such damage as is required under the terms of the Lease.

#### **ARTICLE VI LESSEE'S GENERAL DUTIES AND OBLIGATIONS**

LESSEE shall not commit, or suffer to be committed, any waste on the Leased Property, nor shall LESSEE maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Property or use the Leased Property for any unlawful purpose. LESSEE shall police the Leased Property and be responsible for the removal and eviction of any and all trespassers to the lands. LESSOR shall have no responsibility with respect to the removal or eviction of trespassers to the Leased Property, but retains the right to do so. LESSEE shall furnish to LESSOR a key or combination, as may be applicable, to any gate or lock to the Leased Property, improvement or structure located thereon that is utilized by LESSEE, at LESSEE'S sole cost and expense. LESSEE shall not construct any ditches, dikes, roads (paved or otherwise), improvements or structures on the Leased Property without obtaining the prior written consent of the LESSOR.

LESSEE shall comply with all present and future laws, rules, regulations and directives of any municipal, county, state, federal, or other governmental authority applicable to the Leased Property or to LESSEE'S acts or activities on the Leased Property, including but not limited to the Migrant and Seasonal Agricultural Workers Protection Act, Chapter 450 Registration Act and the Florida Agricultural Worker Safety Act, Section 487.20, et. seq.

It shall be the sole responsibility of LESSEE to secure, at no cost to LESSOR, any and all necessary permits and approvals relating to LESSEE'S bona fide agricultural use of the Leased Property. The LESSEE shall fully cooperate with LESSOR in obtaining any necessary livestock water permit from the South Florida Water Management District ("SFWMD"). LESSEE hereby agrees that its cattle grazing activities shall not cause LESSOR to be non-complaint with any SFWMD rules, regulations or permit requirements concerning the use, by either the LESSOR or LESSEE, of the Parent Parcel or Leased Property. In the event LESSEE'S activities cause LESSOR to be in violation of any SFWMD permit, rule or regulation, then within fifteen (15) calendar days of the date LESSOR provides LESSEE with written notice of the violation, LESSEE shall cause the violating activities to immediately cease so the LESSOR may be deemed "in compliance" with any such applicable permits, rules or regulations. In the event LESSEE fails to cause the Leased Property to be in compliance following receipt of said notice from LESSOR, then LESSOR may immediately terminate the lease and provide written notice of the early termination to LESSEE with a period of twenty (20) calendar days for LESSEE to remove any horses, cattle or personal property. Any such personalty or chattel of the LESSEE that is not removed within that 20-day period shall become the property of the LESSOR.

Further, LESSEE agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary, in order to keep the Leased Property in a state of good repair, and in a safe and clean condition at all times. In addition, specifically with regard to any damage to the fencing and gates, including damage caused by vandalism, malicious mischief or criminal acts, LESSEE shall take all necessary actions to remedy such damage as is required under the terms of the Lease and any renewal or extension thereof.

**ARTICLE VII  
INSTALLATION AND MAINTENANCE OF FENCING**

LESSEE, at its sole cost and expense, shall be required to install additional and maintain any and all existing fencing and gates on the Leased Property to keep the cattle and other approved grazing livestock from wandering or escaping beyond the limits of the Leased Property during the term of this Lease. LESSOR'S written approval of the proposed type and location of the fencing and gates shall be required prior to LESSEE'S installation of new fencing improvements. The installation of the fencing and gates shall be completed within a reasonable time after the Commencement Date of this Lease as LESSEE'S cattle and approved livestock shall not be allowed to occupy any portion of the Leased Property that is not secured until the installation or repair of fencing is complete. If any part of the Leased Property is being utilized or occupied by LESSEE'S cattle and livestock, then said area shall be fenced. Any and all fencing and gates required under this Lease shall become the property of the LESSOR at the termination of this Lease.

**ARTICLE VIII  
OCCUPANCY OF LEASED PROPERTY BY CATTLE**

The occupancy and use of the Leased Property for the pasturing and grazing of LESSEE'S cattle and any pre-approved livestock shall enable LESSOR to apply for the classification of the Leased Property as Agricultural Lands for property tax purposes. To ensure that the Leased Property qualifies for agricultural classification, and that LESSEE is in compliance with the terms of the Lease relating to the maintenance of the grass and grounds, LESSEE shall have its cattle occupy the Leased Property by no later \_\_\_\_\_. The denial of LESSOR'S application for the agricultural classification of the Leased Property shall neither relieve LESSEE of its obligation to pay any and all real estate taxes that are due and owing during the term of this Lease, nor shall such a denial serve as cause for the termination of the Lease or a default or breach of this Lease by LESSOR.

With respect to the transport, relocation and placement of LESSEE'S cattle on the Leased Property, any and all such activities relating to the movement of the cattle shall be coordinated with LESSOR. Notice of LESSEE'S desire to move, relocate, or transfer the cattle to, from, the Area that will require LESSEE and its livestock to traverse any lands that are not included as being part of the Leased Property, shall be provided to LESSOR not less than seven (7) business days prior to the planned date to move, relocate or transfer the livestock.

**ARTICLE IX  
NO LIABILITY FOR PERSONAL PROPERTY**

All personal property, including any livestock, placed, moved, or constructed on the Leased Property shall be at the sole risk of LESSEE, or owner thereof.

**ARTICLE X  
ASSIGNMENT**

LESSEE shall not sublet, transfer, mortgage, pledge or dispose of this Lease or any extension of the term hereof without the written consent of LESSOR first obtained in each case. LESSOR is under no

obligation to provide LESSEE with its consent to any such sublease, transfer, mortgage, pledge, disposition or extension of this Lease.

#### **ARTICLE XI SIGNS**

LESSEE shall, at its sole cost and expense, post signs on all gates that will read, "NO TRESPASSING – CATTLE – KEEP GATES CLOSED." The signs shall be of a design and form of letter to be first approved by LESSOR.

#### **ARTICLE XII PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease, LESSOR and LESSEE agree that LESSEE shall and may peaceably have, hold and enjoy the Leased Property without hindrance or molestation by LESSOR.

#### **ARTICLE XIII LIABILITY FOR DAMAGE OR INJURY**

LESSOR shall not be liable for any damage or injury which may be sustained by any person or party on the Leased Property, other than the damage or injury caused solely by the negligence of the LESSOR, its officers, employees, agents, invitees, or instrumentalities subject to all limitations of Section 768.28 of the Florida Statutes.

#### **ARTICLE XIV LESSOR'S RIGHT OF ENTRY**

LESSOR, or any of its agents, contractors, or representatives, shall have the right to enter and access the Leased Property at any and all times; and the parties agree that LESSOR shall have its own locks to the gates to facilitate such uninhibited access.

#### **ARTICLE XV SURRENDER OF THE LEASED PROPERTY**

LESSEE agrees to surrender to LESSOR at the end of the term of this Lease, or any extension thereof, the Leased Property and any fencing installed or other structures erected thereon, in as good condition as they were at the beginning of the term of this Lease; ordinary wear and tear and damage by windstorm or other acts of God excepted.

#### **ARTICLE XVI DESTRUCTION OF THE LEASED PROPERTY**

In the event the Leased Property or any portion thereof should be damaged by fire, windstorm or other casualty that would render the same useless for the purpose of pasturing and grazing LESSEE'S cattle, either party may cancel this Lease by providing written notice to the other within five (5) business days of the occurrence of the fire, windstorm, or other casualty. Should the Lease be cancelled under the terms and conditions of this Article XIII, then neither party shall be responsible to the other party for any expense associated with the cancellation.

**ARTICLE XVII  
SUCCESSORS IN INTEREST**

It is hereby acknowledged and agreed to by the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XVIII  
CANCELLATION OF THIS LEASE**

LESSOR shall have the right to cancel this Lease for convenience at any time by giving the other at least one hundred (100) calendar days written notice prior to the effective date of the cancellation and voluntary termination of this Lease.

**ARTICLE XIX  
OPTION TO RENEW**

Provided this Lease is not otherwise in default, LESSEE is hereby granted the option to extend this Lease for two (2) consecutive periods of five (5) years each for an additional total of ten (10) years under the same terms and conditions. LESSEE shall provide written notice to LESSOR of LESSEE's desire to exercise its option to renew this Lease at least ninety (90) calendar days prior to the Termination Date. If LESSEE'S option to renew is either not exercised or is denied by LESSOR, as a result of LESSEE'S default of any provision of this Lease, then this Lease shall expire on the Termination Date.

**ARTICLE XX  
NOTICE**

It is understood and agreed between the parties that all notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, or by United States Mail with postage prepaid (Airmail if international), and shall be directed to the following persons and/or entities unless written notice of a change of address is given:

**FOR LESSEE:**  
JACOB CONCANNON  
12801 Williams Road  
Port St. Lucie, FL 34984  
  
Phone: 772-882-5778  
Fax:  
Email: [jacobconcannon@yahoo.com](mailto:jacobconcannon@yahoo.com)

**FOR LESSOR:**  
PORT ST. LUCIE PARKS & RECREATION  
2195 S.E. Airoso Blvd.  
Port St. Lucie, FL 34984  
Attn: Brad Keen, Assistant Director  
Phone: 772-873-6400  
Fax: 772-873-6405  
Email: [bmacek@citvofpsl.com](mailto:bmacek@citvofpsl.com)

**With Copy to:**  
PROCUREMENT MANAGEMENT DEPT.  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Fl. 34984  
Attn: Brenda Leo, Contract Specialist  
Phone: 772-871-5223  
Fax: 772-871-7337

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Email: [bleo@citvofpsl.com](mailto:bleo@citvofpsl.com)

Notice delivered or mailed as stated above shall constitute sufficient notice to the parties in compliance with the terms of this Lease. Notice provided herein in this paragraph shall include all notices required in this Lease or required by law.

#### **ARTICLE XXI INDEMNIFICATION AND HOLD HARMLESS**

LESSEE shall indemnify and hold harmless LESSOR, and LESSOR'S officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the LESSOR or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Lease by LESSEE or LESSEE'S employees, agents, servants, partners, principals, contractors, or subcontractors. LESSEE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of LESSOR, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LESSEE expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by LESSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend LESSOR or its officers, employees, agents and instrumentalities as herein provided. Further, as additional consideration for this indemnity provision of the Lease, LESSOR shall pay LESSEE the total sum of TEN DOLLARS (\$10.00), and said sum shall be paid prior to LESSEE'S placement of its cattle on the Leased Property.

#### **ARTICLE XXII INSURANCE**

LESSEE shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the term of this Lease, LESSEE'S insurance coverage with the limits and any endorsements as required under this Article. The requirements contained herein, in addition to LESSOR'S review and/or acceptance of the insurance maintained by LESSEE are not intended to and shall not in any manner whatsoever limit or qualify the liabilities and obligations assumed by LESSEE under this Lease.

The parties agree and recognize that it is not the intent of the LESSOR that any insurance policy/coverage that may be obtained pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and LESSOR shall not be obligated to provide any insurance coverage other than for the itself or extend its sovereign immunity pursuant to Section 768.28 of the Florida Statutes, under its self-insured program. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this LESSEE'S ownership of livestock and use of the Leased Property for cattle grazing, or any obligation to name LESSOR as an additional insured under any other insurance policy, or otherwise protect the interests of the LESSOR as specified in this Lease.

LESSEE shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440 of the Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. If any of LESSEE'S activities relating to its lease of the Leased Property qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), then

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proof of appropriate Federal Act coverage must be provided to LESSOR.

Commercial General Liability Insurance issued under an Occurrence form basis, including Contractual liability, to cover the indemnification and hold harmless agreement set forth in the above Article XXI, with limits of not less than the following:

|                             |                       |
|-----------------------------|-----------------------|
| Each occurrence             | \$1,000,000           |
| Personal/advertising injury | \$1,000,000           |
| General aggregate           | \$2,000,000           |
| Fire damage                 | \$100,000 any 1 fire  |
| Medical expense             | \$10,000 any 1 person |

In addition, said Commercial General Liability Insurance policy shall contain no bodily injury or property damage liability exclusion(s) for animals or livestock. Compliance with the foregoing requirements shall not relieve LESSEE of its liability and obligations under this Article or under the Indemnification and Hold Harmless Article, or any other portion of this Lease.

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of LESSOR. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed or activity taking place on the Leased Property. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality for the State of Florida, its officers, employees and agents, and for the Lease Agreement, including any amendments thereto for the Williams Road Property at 12801 Williams Road, Port St. Lucie, Florida shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) calendar days' written notice to LESSOR prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City of Port St. Lucie is amended during the term of this Lease to exceed the above-described limits, LESSEE shall be required, upon receipt of thirty (30) calendar days' written notice from LESSOR, to provide coverage at least equal to the amended statutory limit of liability of the City of Port St. Lucie. Copies of the Additional Insured endorsements coverage should be attached to the Certificate of Insurance.

LESSEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering any auto, owned, leased, hired, or otherwise used by LESSEE. In the event the LESSEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing LESSEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

LESSEE hereby agrees by entering into this Lease to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then LESSEE shall notify the insurer and request the policy to be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of LESSEE to ensure that all of its contractors or subcontractors comply with the same insurance requirements referenced above. LESSOR, by and through the Risk Management Department of the City of Port St. Lucie, reserves the right but not the obligation to review and reject any insurer providing covered. All deductible amounts shall be paid for and be the responsibility of LESSEE for any and all claims under this Lease. Further, LESSEE may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit of not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, LESSOR shall be endorsed as an "Additional Insured."

### **ARTICLE XXIII COMPLIANCE WITH LAWS**

LESSEE shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Lease as well as all applicable federal and state laws, regulations, and local ordinances and other policies. LESSEE covenants and agrees that during the term of this Lease, LESSEE shall obtain any and all necessary permits, licenses, certificates and approvals and that all uses of the Leased Property, in addition to LESSEE'S ownership of the cattle, will be in conformance with all applicable laws, including applicable zoning regulations. Further, LESSEE shall pay any and all charges, taxes, fees or assessments levied against the Leased Property, and failure to timely pay will constitute a breach of this Lease.

### **ARTICLE XXIV DEFAULT**

Failure of LESSEE to comply with each and every term and condition of this Lease, or LESSEE'S failure to perform any of its obligations set forth herein shall constitute a breach and default of this Lease. Unless otherwise provided for herein, LESSEE shall have thirty (30) calendar days from the date of its receipt of LESSOR'S written notice of default to cure the default. If LESSEE fails to cure the default, then LESSOR may elect to terminate this Lease by submitting to LESSEE a Notice of Termination, and/or pursue any other remedy available to LESSOR to enforce the provisions of this Lease. LESSOR'S termination of the Lease pursuant to the terms of this paragraph shall cause this Lease to expire with the same force and effect as though the date set forth in said Notice were the date originally set as the Termination Date of this Lease. In addition, LESSEE may be liable for any damages suffered by LESSOR as a result of LESSEE'S default.

### **ARTICLE XXV TERMINATION**

Upon the termination of the term of this Lease, all improvements shall become the property of LESSOR and LESSEE shall not be entitled to receive any reimbursement or other compensation for such

improvements to the Leased Property. Ten (10) calendar days prior to the Termination Date of this Lease, LESSEE shall have all of its cattle, materials, equipment and any other items stored on the Leased Property, which are not otherwise supposed to become the property of LESSOR, under the terms of this Lease. The improvements that shall become the property of LESSOR include fencing, gates, cattle pens and pole barns.

**ARTICLE XXVI  
LAW AND VENUE**

This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida; and in the event of any litigation concerning the terms of this Lease, proper venue thereof shall be in St. Lucie County, Florida.

**ARTICLE XXVII  
INVALID PROVISIONS**

In the event any term or provision of this Lease is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Lease may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

**ARTICLE XXVIII  
RECORDING**

This Lease or notice thereof shall be recorded by LESSOR in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by LESSOR in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida.

**ARTICLE XXIV  
EFFECTIVENESS**

The effectiveness of this Lease is subject to and contingent upon approval by the City Council of Port St. Lucie, as well as public hearing, if applicable. The date of such approval of the Lease by LESSOR, as set forth above is the Effective Date of this Agreement.

**ARTICLE XXX  
ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and all previous negotiations leading thereto, and shall supersede and take precedence over any and all prior and contemporaneous agreements or understandings between the parties or verbal statements of any official or other representative of the LESSOR.

**IN WITNESS WHEREOF**, the LESSOR and LESSEE have caused this Lease to be executed by their respective and duly authorized officers the day and year first above written.

**[SIGNATURE PAGES TO FOLLOW]**

Space above (this line reserved for recording office use only)

LESSOR:

ATTEST:

CITY OF PORT ST. LUCIE,  
a Florida municipal corporation

By: \_\_\_\_\_  
Karen A. Phillips  
City Clerk

By: \_\_\_\_\_  
Russ Blackburn  
City Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
O. Reginald Osenton  
City Attorney

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF ST. LUCIE    )

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, Russ Blackburn, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, and authorized to act for and on behalf of the City of Port St. Lucie, personally known to me, executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_(Seal)

NOTARY SEAL/STAMP

\_\_\_\_\_  
Print Name of Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]



LEASE  
EXHIBIT

“A”

(Legal Description)

## DESCRIPTION

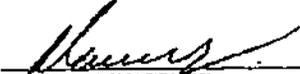
BEING A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 39 EAST, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE NORTH 89°26'58" WEST ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 39.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE WATER MANAGEMENT DISTRICT CANAL NUMBER 90 (A 78 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, SOUTH 00°26'13" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,299.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEWELL ROAD (A 50 FOOT WIDE RIGHT-OF-WAY ROAD); THENCE NORTH 89°51'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2563.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH SAINT LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NUMBER 89 (A 63 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 00°29'05" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1458.27 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE SOUTH 89°43'35" WEST, A DISTANCE OF 83.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CANAL NUMBER 89 ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°29'05" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1218.23 FEET; THENCE DEPARTING WEST RIGHT-OF-WAY LINE NORTH 89°59'19" WEST, A DISTANCE OF 1266.65 FEET; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 1209.93 FEET; THENCE NORTH 89°43'35" EAST, A DISTANCE OF 1264.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.242 ACRES MORE OR LESS.

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NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

  
MICHAEL T. KOLODZIEJCZYK  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 3884

2-16-09  
DATE OF SIGNATURE

Sheet 1 of 2

**DESCRIPTION**  
of  
**MBP PARCEL**  
Prepared For  
**WEST CREEK**

File: 05-250-MBP-SO  
PARCEL SOUTH CANAL 89  
Date: 02-08-2009  
Tech: RO

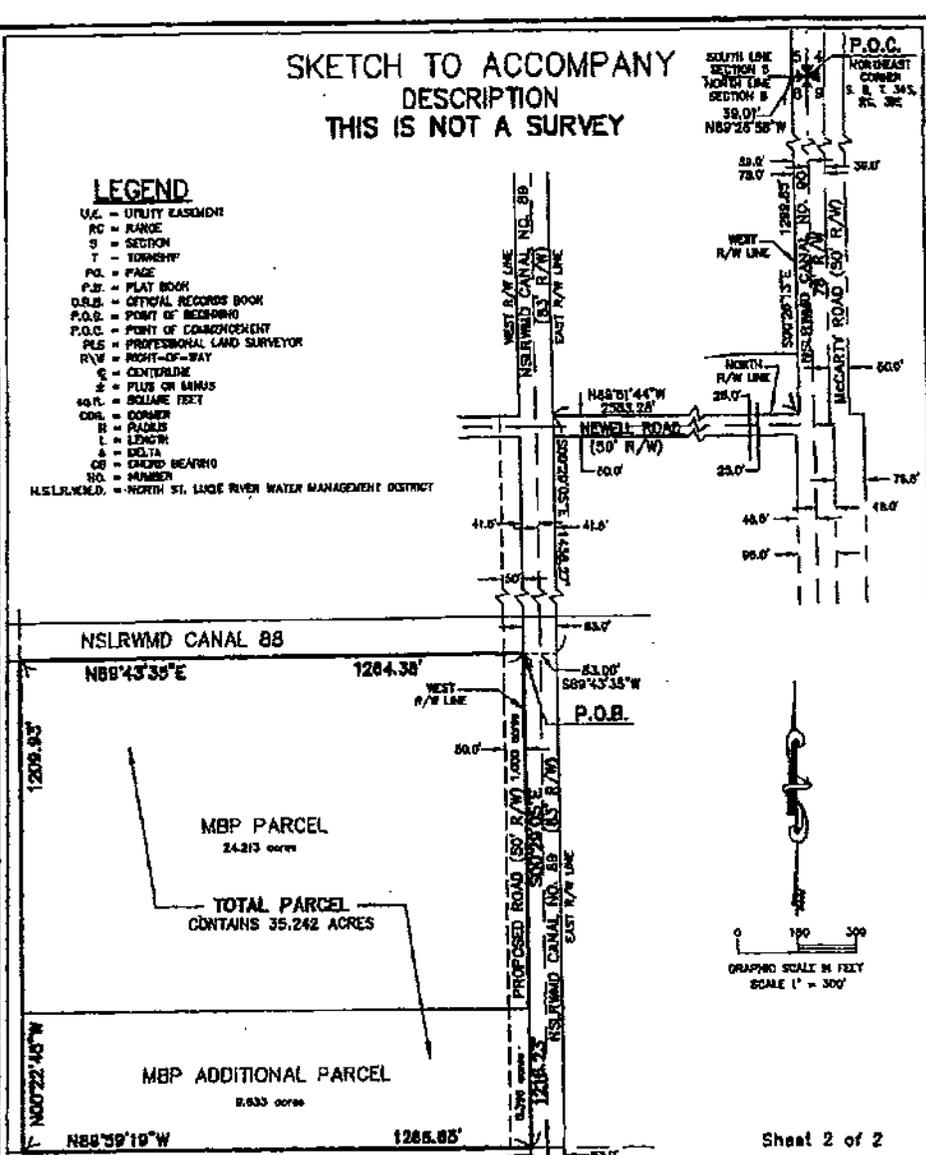


**CULPEPPER & TERPENING, INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
2900 SOUTH 25th STREET  
FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3532 FAX 772-464-9497  
www.ct-inc.com  
STATE OF FLORIDA CERTIFICATION No. 13,000

SKETCH TO ACCOMPANY  
DESCRIPTION  
THIS IS NOT A SURVEY

**LEGEND**

- U.E. = UTILITY EASEMENT
- RC = RANGE
- S = SECTION
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- PL. = PAGE
- P.B. = PLAT BOOK
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- P.L.S. = PROFESSIONAL LAND SURVEYOR
- R/W = RIGHT-OF-WAY
- C = CENTERLINE
- + = PLUS OR MINUS
- sq.ft. = SQUARE FEET
- COR. = CORNER
- H = HAZARD
- L = LENGTH
- Δ = DELTA
- CB = CHAINED BEARING
- NO. = NUMBER
- N.S.L.R.W.M.D. = NORTH ST. LAKE RIVER WATER MANAGEMENT DISTRICT



SKETCH OF DESCRIPTION  
of  
MBP PARCEL  
Prepared For  
WEST CREEK

File: 05-230-MBP-SD  
PARCEL SOUTH CANAL 88  
Date: 02-06-2009  
Tech: RD

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www.c-t-l-s.com  
STATE OF FLORIDA CERTIFICATION No. LB 654

ORDINANCE  
EXHIBIT  
“2”

WILLIAMS ROAD  
PROPERTY LEGAL  
DESCRIPTION AND  
SKETCH

## DESCRIPTION

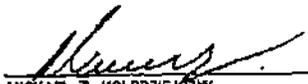
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MICHAEL T. KOLDZIEJCYK  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 3684

2-16-09  
DATE OF SIGNATURE

Sheet 1 of 2

DESCRIPTION  
of  
MBP PARCEL  
Prepared For  
WEST CREEK

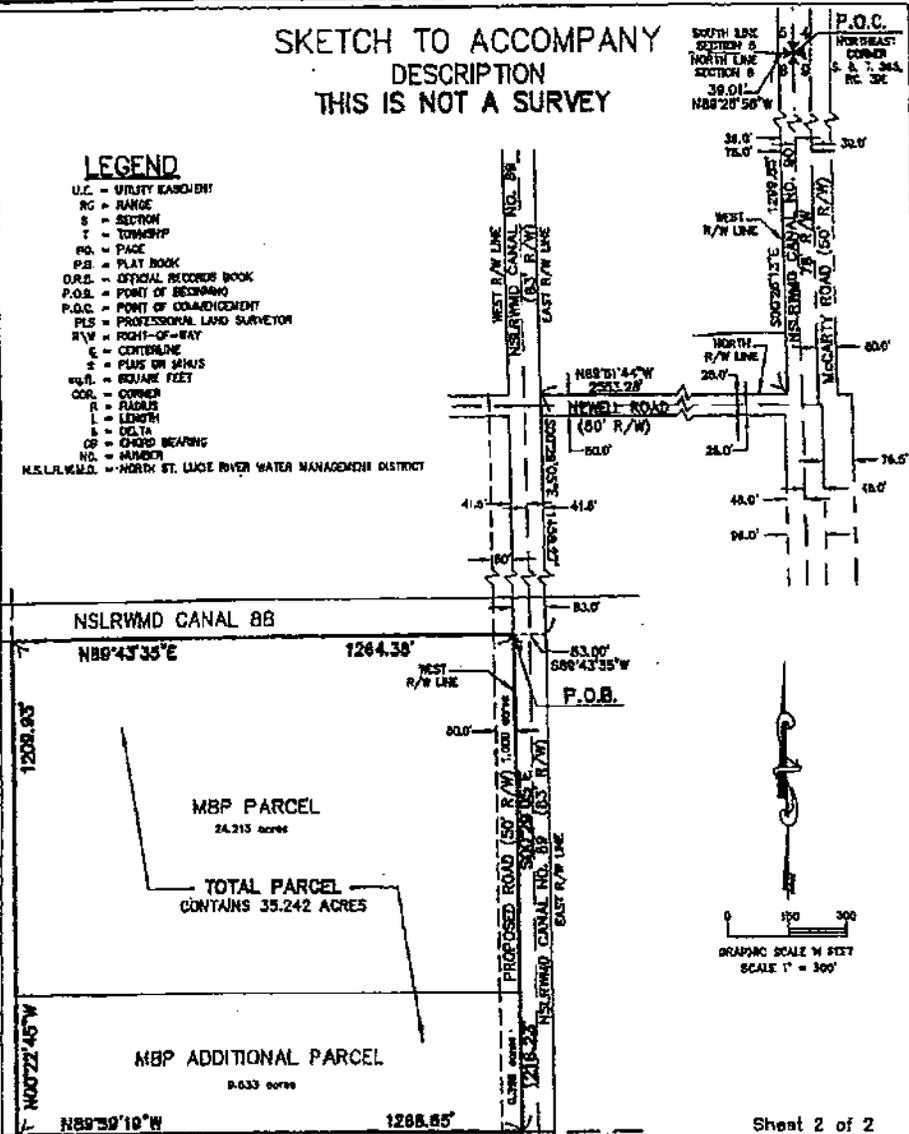
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 CULPEPPER & TERPENING, INC.  
CONSULTING ENGINEERS | LAND SURVEYORS  
2920 SOUTH 25th STREET  
PORT PIERCE, FLORIDA 34981  
PHONE 712-464-3332 FAX 712-464-9477  
WWW.C-T.COM  
STATE OF FLORIDA CERTIFICATION 13 026

SKETCH TO ACCOMPANY  
DESCRIPTION  
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**LEGEND**

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- NO. = NUMBER
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**SKETCH OF DESCRIPTION**  
of  
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Prepared For  
**WEST CREEK**

FILE: 05-230-MBP-50  
PARCEL SOUTH CANAL 88  
Date: 02-06-2009  
Tech: RD



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PHONE 772-464-3537 FAX 772-464-9497  
www.ct-eo.com  
STATE OF FLORIDA CERTIFICATION No. 12424

**Brenda Leo**

---

**From:** Jake Concannon <jacobconcannon@yahoo.com>  
**Sent:** Wednesday, August 24, 2016 4:48 PM  
**To:** Brenda Leo  
**Subject:** Re: LOI-20160113-Williams Road Cattle Grazing Lease

Good Afternoon,

Regarding request for clarification on bid submitted & LOI

To clarify, in addition to paying the mowing expenses, repairs to fencing & annual property taxes for grazing agriculture exemption, I will also pay \$10 per acre, per year for the lease.

Please let me know if additional information is needed.

With regards,  
Jacob Concannon

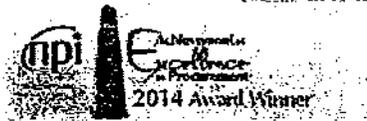
On Wednesday, August 24, 2016 10:38 AM, Brenda Leo <bleo@cityofpsl.com> wrote:

Good Morning,

Please call me regarding your proposal submitted for the above referenced LOI. Your proposal did not include your phone number.

Thank you,

**Brenda Leo**  
**Contract Specialist**  
**Procurement Management Department**  
**City of Port St. Lucie**  
**772-871-5222**  
**Fax: 772-871-7337**



August 7, 2016

City of Port St. Lucie  
Procurement Management Department  
Port St. Lucie, FL 34984

Re: Williams road Cattle Grazing Lease  
LOI -20160113-0-2016/BLL  
Letter of Understanding and Approach  
Letter of Interest from Jacob Concannon

Ms. Leo.

I have reviewed the bid documents included in the Letter of Intent from the City of Port St. Lucie and understand the expectations and requirements.

Approach:

I have submitted to bid amount for \$10.00 per acre which does not include other expenses to be paid be me for items included in LOI Description and annual property taxes. ??

Please accept this as Letter of Interest from Jacob Concannon:

1. Will maintain approximately 15 – 30 head on the Williams Rd property.
2. Number of livestock currently owned - approximately 100 head
3. Present location of livestock owned – approximately 250 acres currently Leased with the City of Port St. Lucie off McCarty Rd.
4. Number of years in the livestock business – 6 years
5. Nature of Operation – Sale
6. Length of time I would like to lease the property is 10 years.
7. There are no concerns with the current lease.
8. Lease amount per acre per year is \$0.00 but will pay property taxes & any other expenses as outlined in the lease, such as mowing, fences, gates, etc.
9. Cost per acre for mowing is \$15 per acre *value*
10. John Deere 5085E with 10" mower and John Deere 4600 with 6' mower
11. References:
  - a. Gerald Concannon, 772.201.7237, jayconcannon@yahoo.com
  - b. Iris Concannon, 772.466.2229, irisconcannon@yahoo.com
  - c. Melissa Concannon, 772.528.7677

12. Business Plan:

C4 Cattle  
Jacob Concannon  
12801 Williams Rd.  
Port St. Lucie, Florida 34987  
jacobconcannon@yahoo.com

772-882-5778

## **I. Executive Summary**

C4 Cattle was established for the purpose of expansion in the farm and agriculture industry .

### **Business Description**

The Company was formed by Jacob Concannon and his wife Melissa Concannon

### **Product**

The Company's primary product is Beef Cattle.

## **II. Business Summary**

### **Industry Overview**

The current beef market has remained steady over the past 20 years. While sale prices have been lower over the past year due to increase of product from foreign countries, limits established on imports to foreign countries for US Beef, flooded markets due to weather conditions across the United States.

The past quarter has seen calf prices trending higher in most classes of steers & heifer calves and expected to continue.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

- Quality of product
- Quantity a produce can provide
- Size of product

### **Business Goals & Objectives:**

#### **Short Term:**

2016: Increase overall herd size to 100 head.

#### **Long Term:**

2 – 4 years: Increase production herd size to 100

5 – 10 years: increase production herd size to 150

## **III. Business Summary**

### **Target Market:**

The Companies major target market is the Livestock Market

The estimated number of potential clients within the company's geographic scope is over 1000.

**Equipment List – Jacob Concannon**

John Deere 5085E with 10' mower

John Deere 4600 with 6' mower

Livestock trailer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Rains Insurance<br>204 N 2ND ST<br><br>FORT PIERCE FL 34950-4406                          | <b>CONTACT NAME:</b> Hyman Rains<br><b>PHONE (A/C, No, Ext):</b> (772) 464-4740<br><b>FAX (A/C, No):</b> (772) 409-4722<br><b>E-MAIL ADDRESS:</b> hyman@rainsinsurance.com                      |
|  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Burlington Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br><br>JACOB AND MELISSA CONCANNON<br>12801 WILLIAMS RD<br><br>PORT SAINT LUCIE FL 34987-3015 |   |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | 264B007216    | 06/27/2016              | 06/27/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Listed as Additional Insured

**CERTIFICATE HOLDER**

City of Port Saint Lucie  
 121 SW PORT ST LUCIE BLVD

PORT SAINT LUCIE  
 Fax: 772 871 5229

FL 34984-5042

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**City of Port St. Lucie**  
**Letter of Interest #20160113**  
**Williams Road Cattle Grazing Lease**



"A City for All Ages"

Prepared By:

Brenda Leo, Contract Specialist  
City of Port St. Lucie  
Procurement Management Department  
Phone: 772-871-5222 Fax: 772-871-7337  
Email: [bleo@cityofpsl.com](mailto:bleo@cityofpsl.com)

*LOI 20160113 - Williams Road Cattle Grazing Lease*  
**LETTER OF INTEREST (LOI) OVERVIEW**

The City of Port St. Lucie is seeking Letters of Interest from interested parties for the lease of the City owned Williams Road Property for livestock grazing. The property is identified in the attached Exhibit "A". Location Map, consisting of an approximate total of 36.18 +/- acres located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE ¼ of SW ¼-LESS CANAL RS/W, Port St. Lucie, St. Lucie County, Florida.

**DESCRIPTION**

The City is seeking to identify firms that would be interested in the opportunity to lease the property as described above for the lease of livestock grazing, mowing of areas identified in Exhibit A (approximately 36.18 acres), nine (9) times per year, and maintenance of fencing at the City owned Williams Road Property.

- The 36.18 +/- acres to be mowed nine (9) times annually include internal canals, fence lines, and property front on Williams Road. Mowing of all areas shall be to maintain mow lines currently established and approved by Project Manager. The mowing distance from the centerline of roads canals, etc. varies depending on where a ditch, canal or fence is positioned.
- Lessee shall be responsible for the annual mowing of designated pasture areas as identified in Exhibit A as well as systematic removal of pepper trees.
- Lessee will be responsible for fencing maintenance. Maintenance includes repair or replacement of damaged or broken fence posts; maintain or replace wire strands and gates as needed to ensure containment of livestock. All improvements, including new fencing, will be maintained by Lessee. Improvements shall remain on the property upon termination of the lease and will become the property of the City.
- Lessee will be responsible for controlling the hog population on the property.

The Letter of Interest is due **August 16, 2016 at 2:00 PM**. All Letters of Interest will be posted on Demandstar.com or received in the Procurement Management Department, 3<sup>rd</sup> floor, Suite 390, Building A, of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. For information concerning procedures for responding to this Letter of Interest, contact Brenda Leo at (772) 871-5222, Fax (772) 871-7337 or email at [bleo@cityofpsl.com](mailto:bleo@cityofpsl.com). To ensure fair consideration for all responders, it must be clearly understood that Ms. Leo is the only individual authorized to represent the City. Questions submitted by any other person in any other department will not be addressed.

Uploaded documents for additional information include a sample of the Lease agreement and maps.

**RESPONSE**

Letter of Interest should state the following:

1. The number and type of livestock that you are intending to maintain on the property.
2. Number of livestock currently owned.
3. Present location of livestock owned.
4. Number of years in the livestock business.
5. Nature of operation (i.e. sale, breeding or other).
6. Length of time that that you would like to lease the property.
7. Any concerns or issues with the attached lease.
8. Lease amount per acre per year.
9. Cost per acre for mowing.
10. List type and amount of equipment owned to be used for mowing.
11. Provide three (3) references related to your cattle business. Include company name (if applicable), contact person, phone number, and email address.
12. Business Plan

Responses must be received by the City of Port St. Lucie, Procurement Management Department, **no later than 2:00 PM on August 16, 2016**. Responses may be submitted online via DemandStar, or delivered to the Procurement Management Department. If delivering a manual response, one (1) original of your LOI and one electronic copy (by compact disc (cd) or flash drive) must be submitted. The mailing envelope shall be addressed to:

Brenda Leo, Contract Specialist  
City of Port St. Lucie  
Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- #20160113 – Williams Road Cattle Grazing Lease
- August 16, 2016

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE PROPOSAL NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

NEWELL

NEWELL

**KENCO**

Proposed Property For Cattle Lease

36.18 Acres +/-

WILLIAMS

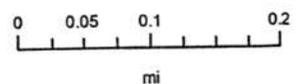
**EGAN GROVES**



**Exhibit "A"**  
Williams Road Property For Proposed Cattle Lease

Map produced by the City of Port St Lucie City Council Map Generator Website on: 3/22/2016

Scale:





Buyers

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List

### Bid Details

#### Bid Information

**EDIT**

**Agency** City of Port St. Lucie, Procurement Management Department

**Bid Type** Letter of Interest

**Bid Number** LOI-20160113-0-2016/BLL

**Fiscal Year** 2016

**Bid Writer** Brenda Leo

**Bid Name** Williams Road Cattle Grazing Lease

**Bid Status** Under Evaluation

**Bid Status Text** None

**Award To**

**Due Date/Time** 8/16/2016 2:00 PM Eastern

**Broadcast Date** 7/23/2016

**Bid Bond**

**Project Estimated Budget**

**Plan (blueprint) Distribution Options** None

**Distribution Method** Download and Mail

**Distributed By** Onvia DemandStar

**Distribution Notes** None

**Scope of Work**  
The City of Port St. Lucie is seeking Letters of Interest from interested parties for the lease of the City owned Williams Road Property for livestock grazing. The property is identified in the attached Exhibit "A", Location Map, consisting of an approximate total of 36.18 +/- acres located near and/or adjacent to Williams Road, lying in Section 08, Township 36, Range 39 NE 1/4 of SW 1/4-LESS CANAL RSW, Port St. Lucie, St. Lucie County, Florida.

The City is seeking to identify firms that would be interested in the opportunity to lease the property as described above for the lease of livestock grazing, mowing of areas identified in Exhibit A (approximately 36.18 acres), nine (9) times per year, and maintenance of fencing at the City owned Williams Road Property.

**E-Bidding** Yes

#### E-Bidding

**EDIT**

**View Supplier Info on Tabulation Sheet prior to bid opening** Yes

**Required Documents**  
1. Letter of Understanding of Project & Approach  
2. Equipment List  
3. Current Certificate of Insurance

#### Legal Ad

**VIEW**

Please select either the View or Edit button to manage legal ad.

### Pre-Bid Conference

### Publications

No Publications Data Found

### Documents

**EDIT**

- Bid Package** 20160113-LOI Williams Road Cattle Grazing (3 Pages, Complete)
- 20160113-Exhibit A-Location Map (1 Page, Complete)
- 20160113-Sample Lease (13 Pages, Complete)

### Commodity Codes

- 001-958-65 - Livestock Management and Industry Services
- 002-040-10 - Cattle, Beef, Breeding Stock
- 002-040-11 - Cattle, Beef, Commercial
- 002-040-20 - Cattle, Dairy

### Statistics

**Planholders** There are 2 planholders for this bid

**Broadcast List** 91 suppliers have been notified

**Supplemental Suppliers** 9 Supplemental Suppliers

**Filtered** No

**Post-Bid Viewers** 2 viewer(s)

[<< Return](#)