

**LICENSE AGREEMENT**  
**For Cattle Grazing**  
**Watermelon Pond Preserve - Metzger Tract**

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”) by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Licensee”;

WITNESSETH:

WHEREAS, the Watermelon Pond Preserve - Metzger Tract, hereinafter referred to as the “Property”, was acquired on \_\_\_\_\_ by the Alachua County Board of County Commissioners (BoCC) under the Alachua County Forever (ACF) Program to protect, improve and manage its environmentally sensitive lands to protect water resources, wildlife habitats and to provide natural areas suitable for resource-based recreation for future generations; and

WHEREAS, one of the Guiding Principles adopted by the BoCC on February 25, 2002 for the ACF Program was “...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of “no loss of conservation values” stewardship; and

WHEREAS, on \_\_\_\_\_, 2012, the County adopted the Alachua County Forever Cattle Grazing Business Plan. The Plan’s intent is to establish principles to guide appropriate management of County-owned pastures through environmentally sound private-party grazing and thereby off-set maintenance costs; and

WHEREAS, the Licensee has been a conscientious lessee of the property under the previous owner and has demonstrated their willingness to work with the County to further the goals of the Alachua County Forever Program; and

WHEREAS, the Licensee, in their capacity as an Independent Contractor to the County as described in Paragraph 3 of this Agreement, wishes to assist Alachua County with maintenance, mowing, harrowing, exotic species control, security, hog removal and other site management services on the Property in exchange for limited cattle grazing privileges in furtherance of the Alachua County Forever Program goals; and

WHEREAS, the County finds that this use would be beneficial to the County by providing site management services described above at no cost to the County; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Property;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

**1) Site Location.**

The 635-acre Metzger parcel was acquired by the County on \_\_\_\_\_, 2012. The parcel is located in southwest Alachua County on SW 250th Street, directly across from the Florida Fish and Wildlife Conservation Commission's Watermelon Pond Wildlife and Environmental Area (Barry's Ranch), and the Alachua County Watermelon Pond Boat Ramp Park

There are approximately 390 acres of improved pasture, approximately 75 acres of semi-improved or rough pasture, and approximately 120 acres of forested area available for grazing (“grazing area”). Areas identified as “non-grazing area” are those areas of the Metzger Tract excluded from the grazing area as depicted in the site map (Exhibit A).

- 2) Term. The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_. The parties agree that this Agreement will automatically renew for five (5) additional one-year periods on the anniversary of its Effective Date, unless terminated as provided for in paragraph 12 herein.
- 3) Property. This Agreement is for the use of Watermelon Pond Preserve - Metzger Tract, hereinafter referred to as the “Property” and as depicted by the map contained in Exhibit A to this Agreement and made a part thereof.
- 4) Independent Contractor Status. In the performance of this Agreement, the Licensee is acting in the capacity of an Independent Contractor and not as an agent, employee, partner, joint venturer or associate of the County. The Licensee is solely responsible for the means, method, technique, sequence, and procedure utilized by the provider in the full performance of this Agreement. As a service provider outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee verifies that he has posted clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to worker's compensation benefits.
- 5) Use of Property. Licensee agrees to use the Property exclusively for:

- a) Performance of site management services, as specified in the Cattle Grazing License Agreement Scope of Services (Exhibit B).
  - b) Cattle grazing.
  - c) Hay production.
  - d) Removal of feral hogs from the Property.
  - e) Limited hunting on the Property.
- 6) Payment. Licensee agrees to provide these services to the County in exchange for limited cattle grazing privileges described in paragraph 5 above and at no cost to the County.
- 7) Grant. The County grants to Licensee:
- a) The right to graze cattle, engage in other limited agricultural practices and to perform site management services on the Property described in paragraph 5 above.
  - b) The right to access to the Property to accomplish the services agreed upon herein.
  - c) The right to use their own equipment on the Property for the purposes of implementing this Agreement.
  - d) Limited cattle grazing privileges described in paragraph 5 above.
  - e) The right to limited hunting on the Property.

**The rights granted to the Licensee hereunder will not affect, and are subservient to, the County's rights and obligations in the implementation of the management and other activities on the Property necessary to accomplish the goals of the Alachua County Forever Program.**

8) Duties and Restrictions.

- a) The Licensee agrees to provide all materials and supplies necessary to implement their responsibilities under this Agreement.
- b) The County through the Environmental Protection Department shall be provided keys to any gates on the property and shall be immediately notified should any lock be added, changed, replaced or removed.
- c) The Licensee shall assist in the protection of the Property against trespassers, poachers, and vandals to the best of his ability and report all acts of trespass and vandalism to the County and to the proper authorities.
- d) The Licensee shall notify County staff, and the Alachua County Sheriff's Office or Alachua County Fire Rescue if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, wildfires, vandalism to County property, or unauthorized damage to the natural resources protected onsite,
- e) As specified in the Cattle Grazing License Agreement Scope of Services attached as Exhibit B hereto, Licensee shall survey the Property and notify the County within 24 hours of any issues that may affect the County's management of the Property or the Licensee's rights and obligations under this Agreement.
- f) As specified in the Cattle Grazing License Agreement Scope of Services attached as Exhibit B hereto, the Licensee shall provide the County with written logs describing the activities performed under this Agreement for the previous month, including maintenance and security activities, numbers of cow-calf units on the property and number of hogs removed.

- g) Licensee agrees to abide by all Florida Fish and Wildlife Conservation Commission rules and regulations when hunting and that any violation of these rules will result in the immediate removal of the individual from this Agreement.
- h) Licensee agrees that there shall be no defacing, molesting or cutting of live or dead trees, including cabbage palm, except for those interfering with personal safety or access to the property, or as otherwise agreed upon in writing between the parties. Licensee agrees that there shall be no dumping or placing of any garbage or refuse on the Property.
- i) Other than prescribed fires as coordinated with County staff, Licensee agrees that there shall be no building of fires on the Property.
- j) The Licensee shall maintain a working phone number at which he may be reached by County staff at all times.
- k) The Licensee shall remove all their equipment, materials and debris upon termination of this Agreement.
- l) The Licensee shall not stay overnight on the property and shall not establish any structures intended for camping on the property, except as agreed upon in writing between the parties.
- m) The Licensee agrees to control feral hogs on the Property by hunting and trapping throughout the year, as necessary to control the population. Should it become necessary, up to one dog per hunter may be used for hunting hogs, provided prior approval in writing is given by County Staff.
- n) The Licensee shall not establish any new trails on the Property without the express written authorization of the County.

- o) Licensee agrees that he shall not establish or maintain additional structures and other man-made alterations to the Property without prior written authorization of the County.
- p) Licensee agrees that no illegal, unlawful, offensive or immoral activities will take place on the subject Property.
- q) Licensee agrees to file a Notice of Intent to follow Florida Cow/Calf Water Quality Best Management Practices with the Florida Department of Agriculture and Consumer Services and to comply with additional grazing range management procedures that may be prescribed from time to time by the County, including but not limited to removal of pasture available to the Licensee.
- r) Licensee agrees to comply with wildlife management procedures that may be prescribed from time to time by the County, including but not limited to harvest quotas based on periodic population surveys.
- s) Only the Licensees and a maximum of one guest are allowed to hunt on the property at any one time. Guest must be accompanied by the Licensee on the property.

**9) Right of Assignment.** Licensee shall not have the right to assign this Agreement or its equipment on the property without the written consent of the County.

**10) Notices.** All notices shall be in writing and sent to the County:

Alachua County  
c/o Ramesh Buch, Program Manager,  
408 W. University Avenue, Suite 106  
Gainesville, Florida 32601

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Licensee

A copy of any notice hereunder shall also be sent to:

Clerk of the Court  
Alachua County Florida  
Post Office Box 939  
Gainesville, Florida 32602-939  
Attn: Finance and Accounting

And to

Office of Management and Budget  
105 SE 1<sup>st</sup> Avenue, Suite 6  
Gainesville, FL 32601  
Attn: Contracts

**11) Indemnification.** Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this Agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel mutually agreed to by the County and the licensee. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all



attorneys fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in Florida Statue 768.28.

- 12) Insurance.** The Licensee will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit C.
- 13) Termination.** This License Agreement may be revoked, with thirty (30) days written notice, at any time by the Director of the Alachua County Environmental Protection Department.
- 14) Laws & Regulations.** Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement, including Florida Administrative Code Chapter 39 (Florida Fish and Wildlife Conservation Commission) and current Florida Department of Agriculture and Consumer Services Best Management Practices for cattle grazing. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.
- 15) Third Party Beneficiaries** - This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 16) Conflicts of Interest.** Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Licensee

shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

**17) Severability Clause.** If any provision of this Agreement is declared void by court of law, all other provisions will remain in full force and effect.

**18) Non Waiver** - The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

**19) Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

**20) Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

**21) Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

WITNESSES:

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

\_\_\_\_\_  
Alachua County Attorney

LICENSEE

Mr. Danny Holder:

\_\_\_\_\_

NOTARY

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, who is personally known to me/ produced \_\_\_\_\_ as identification.

Notary Public, State of Florida at Large  
My Commission expires:

Exhibit A.  
Map of the Property

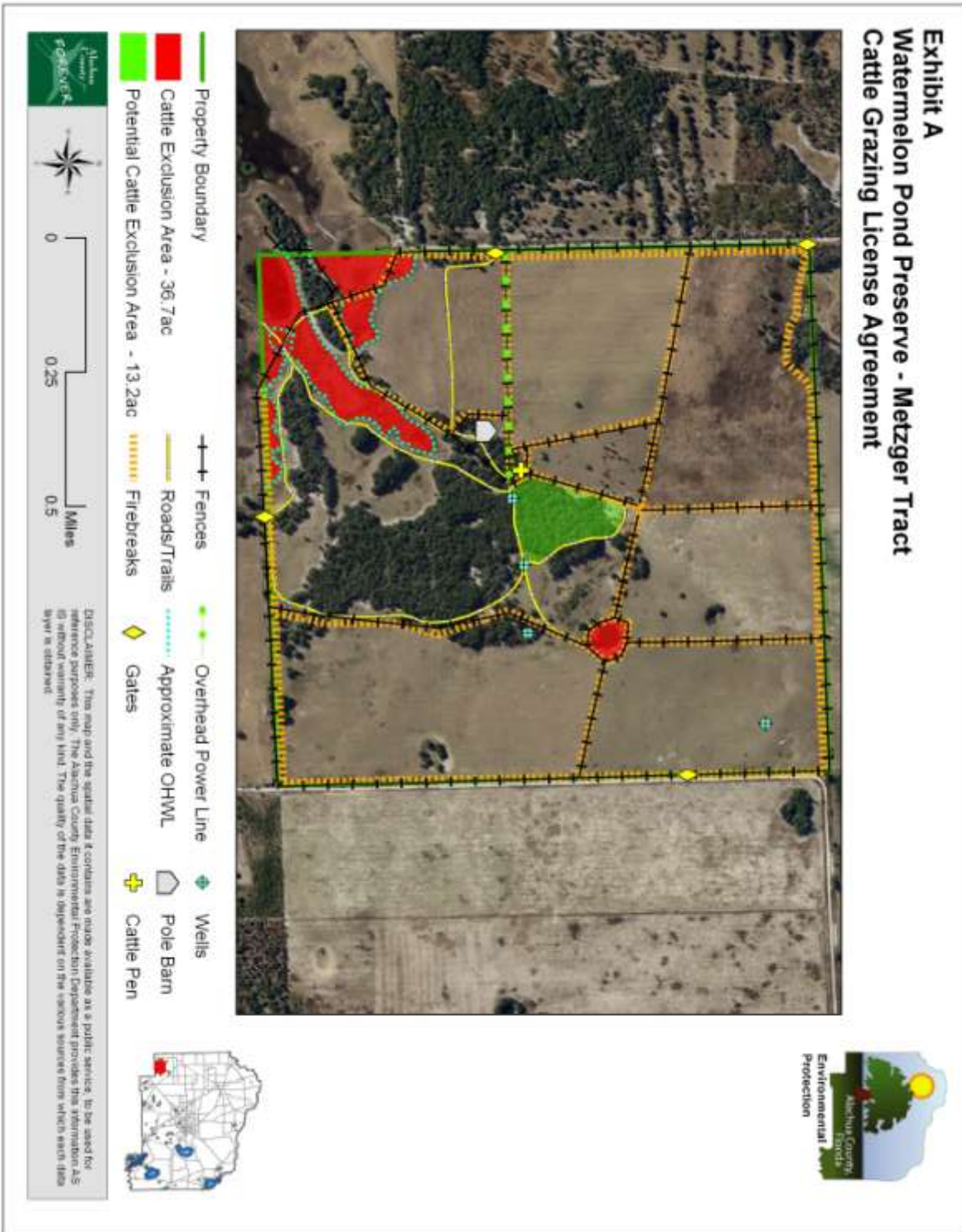


Exhibit B.  
Scope of Services

1. **BACKGROUND:**

1.1. On \_\_\_\_\_, 2012, the County adopted the Alachua County Forever Cattle Grazing Business Plan. The Plan's intent is to establish principles to guide appropriate management of County-owned pastures through environmentally sound private-party grazing and thereby off-set maintenance costs.

2. **SITE HISTORY, CHARACTERISTICS, CAPACITIES, AND CONSIDERATIONS:**

2.1. The 635-acre Metzger parcel was acquired by the County on \_\_\_\_\_, 2012. The parcel is located in southwest Alachua County on SW 250<sup>th</sup> Street, directly across from the Florida Fish and Wildlife Conservation Commission's Watermelon Pond Wildlife and Environmental Area (Barry's Ranch), and the Alachua County Watermelon Pond Boat Ramp Park. Prior to acquisition, the majority of the property was historically grazed by cattle and consists of improved and rough (semi-improved) pasture. A portion of the improved pasture was recently managed for hay production. Active gopher tortoise burrows occur within the pasture areas, however they are not abundant. Sherman's fox squirrels have been observed onsite and in agricultural fields adjacent to the pasture areas. Burrowing owls were documented to occur in the pasture. The central portion of the property consists of xeric hammock, mesic flatwoods, remnant sandhill, and a series of sinkhole ponds, most of which are currently dry. One of the sinkhole ponds contains water. The flatwoods and remnant sandhill areas contain some remaining mature longleaf pine, as well as patches of persistent native groundcover including wiregrass, lupine, and Adam's needle. Active gopher tortoise burrows are scattered throughout the remnant sandhill. The southwestern quadrant of the property contains part of Watermelon Pond, a sandhill upland lake with widely fluctuating water levels. Much of the lake basin is frequently dry, with isolated ponds of water surrounded by prairie and marsh vegetation. Maidencane, broomsedge, redroot, and sand cord grass are abundant in currently the dry lakebed, and the natural communities within the lake basin are considered to be in good condition.

2.2. Per this agreement, there are approximately 390 acres of improved pasture, approximately 75 acres of semi-improved or rough pasture, and approximately 120 acres of forested area available for grazing ("grazing area"). Areas identified as "non-grazing area" are those areas of the Metzger Tract excluded from the grazing area as depicted in the site map (Exhibit A of the License Agreement). The improved pasture consists of a mixture of non-native forage grasses and native forbs and grasses. The semi-improved pasture consists mostly of native forbs and grasses with scattered patches of non-native forage grasses. Hardwood species including pawpaw, persimmon, sweetgum, live oak, sand live oak, and turkey oak occur naturally in forested areas adjacent to the pastures. Seedlings and saplings of these species occur throughout the improved and semi-improved pasture areas. In addition to encroaching hardwoods, tropical soda apple and

coffee weed have been observed growing sporadically within the grazing area. Additional exotic plant species are likely to occur on the property.

- 2.3. Primary access to the grazing area is via SW 250<sup>th</sup> Street, shown in the site map (Exhibit A of the License Agreement). Physical improvements onsite include a centrally located hay barn, perimeter fencing and gates, interior cross-fencing, portions of an old cattle pen, and four wells, also shown in the site map (Exhibit A of the License Agreement).

### **3. LICENSEE RESPONSIBILITIES**

- 3.1. In lieu of monetary payments, the LICENSEE shall provide the land management services detailed below and summarized in Table 1. These services shall be completed in accordance with the specifications that follow.
- 3.2. The LICENSEE shall record all land management activities on a Monthly Site Activity Report, to be submitted at the end of each calendar month to the County.
- 3.3. The LICENSEE shall be bound to all responsibilities outlined in the Cattle Grazing Business Plan and the Watermelon Pond Preserve Management Plan (when adopted).
- 3.4. Any subcontractor hired by the LICENSEE must meet all County requirements for insurance as described in the attached Insurance Requirements and, if applicable, be licensed and pre-approved by the County.
- 3.5. In coordination with the COUNTY, develop a site-specific Grazing Plan, following standards as set forth in the Water Quality Best Management Practices for Florida Cow/Calf Operations, 2008 Edition (Florida Department of Agriculture and Consumer Services Office of Agricultural Water Policy). Include in the Grazing Plan all aspects of pasture and cattle management including: mowing, fertilizing, herbiciding, hay harvesting, supplemental feeding and watering of cattle, herd limits, and rotations.
- 3.6. Adhere to established Best Management Practices (BMPs) in all aspects of cattle management on the property.
- 3.7. Provide the following site maintenance:
  - 3.7.1. Mow approximately 390 acres of improved pasture twice (2) annually as needed.
  - 3.7.2. Mow approximately 75 acres of semi-improved pasture annually as needed.
  - 3.7.3. Mow and clear approximately 3.5 miles of roads/trails twice (2) annually as needed.

- 3.7.4. Harrow approximately 11.5 miles of fire breaks once (1) annually as needed.
- 3.7.5. Regularly inspect and repair boundary fencing, cross fencing and gates, and install and maintain “NO TRESPASSING” signs on the property boundary.
- 3.8. Maintain and secure existing wells onsite.
- 3.9. Regularly monitor for and control exotic plant species on the property. For the purposes of this Agreement, exotic plant species are any that are listed in the Florida Exotic Pest Plant Council’s 2011 Invasive Plant Species list (<http://www.fleppc.org/list/11list.html>).
  - 3.9.1. Note observations (species, density, location, treatment) on the Monthly Site Activity Report.
  - 3.9.2. Spot-treat all exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.
- 3.10. Control feral hogs on the Property by hunting and trapping throughout the year, as necessary to control the population.
- 3.11. Properly dispose of deceased animals in a timely manner in accordance with all local, federal and state laws and regulations in locations approved by the County.
- 3.12. Erect and maintain holding or quarantine pens, as needed, in locations approved by COUNTY.
- 3.13. Locate supplemental hay only in specified quarantine area.
- 3.14. Quarantine cattle for a period of seven (7) days after entering the property or after receiving offsite hay.
- 3.15. Maintain a herd no larger than 100 cow-calf units.
- 3.16. Maintain general herd health. Using the Institute of Food and Agricultural Sciences (IFAS) Body Condition Score Index to assess herd health in the fall season, no cows will score lower than three (3).
- 3.17. Repair damaged fencing as-needed.
- 3.18. Coordinate with County staff to draft annual burn plans, and to relocate or secure cattle with adequate advanced notice to safely conduct prescribed burning on the property.

**4. MOWING SPECIFICATIONS:**

4.1. Roads/trails should be mowed to a height of no more than six (6) inches.

4.2. Roads/trails should be mowed at a minimum width of ten (10) feet.

**5. HARROWING SPECIFICATIONS:**

5.1. Harrowing shall be interpreted to refer to the maintenance of fire breaks using harrows or similar mechanical equipment to expose bare mineral soil.

5.2. Harrowing should expose mineral soil but penetrate no deeper than six (6) inches.

5.3. Fire breaks should be harrowed at a minimum width of eight (8) feet.



<b>Task</b>	<b>Description</b>	<b>Extent</b>	<b>Target Date</b>
Grazing Plan	Develop a Grazing Plan for the property.	Entire Tract	Complete within 60 days of effective date of Agreement
Site Security	Perform site security checks	Entire Tract	Weekly
	Complete and submit Monthly Site Activity Report	Entire Tract	Monthly
Fencing	Maintain existing fences, gates and boundary posting sufficient to secure property and cattle	Entire Tract	As needed
	Install east fence on SW grazing exclusion area	SW Grazing Exclusion Area	June 2012
	Install north fence on SW grazing exclusion area	SW Grazing Exclusion Area	June 2013
	Reconfigure fence on Black Pot grazing exclusion area to minimize erosion	Black Pot Grazing Exclusion Area	June 2014
	Install temporary quarantine fences as needed	Designated Area	As needed
Mowing	Mow roads/trails twice annually (~3.5 miles) as needed	Entire Tract	June and October
	Mow improved pasture twice annually (~390 acres) as needed	Grazing Area	As needed
	Mow semi-improved pasture annually (~75 acres) as needed	Grazing Area	As needed
Harrowing	Harrow fire breaks twice annually (~11.5 miles) as needed	Entire Tract	Annually in late fall/early winter
Exotics Control	Monitor property for the occurrence of exotic plant species	Grazing Area	Monthly
	Treat FLEPPC Category I or II exotic species using County-approved herbicides in strict compliance with herbicide labels	Grazing Area	As needed
	Note species, location, density and treatment of exotic plant species on Monthly Site Activity Report	Grazing Area	As needed
	Control feral hogs on the Property by hunting and trapping	Entire Tract	As needed

Exhibit C.  
INSURANCE REQUIREMENTS  
**Alachua County Watermelon Pond Preserve – Metzger Tract  
Licensee’s Ins.**

**Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee’s operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY (While on County owned Property)**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.  
Employer’s Liability limits for not less then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker’s compensation coverage under the Florida Workers’ Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work’s compensation benefits.

**LIQUOR LIABILITY (While on County owned Property)**

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or

furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **I Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

### **II Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

### **III All Coverages**

**The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed ) or prior.**

## **SUBCONTRACTORS, VENDORS, CONCESSIONAIRES**

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners  
c/o Risk Management  
P.O. Box 1467  
Gainesville, Florida 32602