

**City of High Springs Request for
Proposals for
Professional Operations Services
at Santa Fe Canoe Outpost**



RFP 2021 - _

City of High Springs
23718 W US Hwy 27
High Springs, Florida, 32643

**Request for Proposal
for Professional Operating Services
at Santa Fe Canoe Outpost**

Part I	General Information and Instructions for Respondents
Part II	Outpost Management Services Work Scope and Required Submission Information
Part III	Evaluation and Selection Process
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The City of High Springs (City) is soliciting written proposals from qualified Professional Management Service firms (Operator/Respondent) to manage and operate the Santa Fe Canoe Outpost.

Part I. General Information and Instructions for Respondents

Proposal Information

To be considered, an original and five (5) copies of the proposal should be submitted in a sealed package, clearly identified as "Professional Operating Services Proposal for Santa Fe Canoe Outpost". In addition, the Respondent shall provide an electronic copy of each proposal on a USB style "flash" drive in .pdf format. All submittals are to be on 8 ½" x 11" paper or, if larger documents are required, they are to be folded to 8 ½" x 11" size.

All questions relating to this Request for Proposal (RFP) should be addressed to Jenny Parham, City Clerk. The deadline for asking questions is Monday, November 15th. Answers will be posted on the City's website Monday, November 22nd prior to the due date.

The City reserves the right to accept such proposals as is deemed to be in the best interests of the City, to waive informalities, or to reject any or all proposals.

Responses

Sealed proposals for an Operating Agreement Contract for Santa Fe Canoe Outpost will be received by the City Clerk at the below address:

**Jenny Parham, City Clerk
City of High Springs
23718 W US Hwy 27
High Springs, Florida 32643**

Until:

12:00 pm on December 2, 2021.

Proposals will be publicly opened on **December 2, 2021 at 3:00 pm** at the City of High Springs, City Hall, Commission Chambers.

All responses must be presented in the same order as specified in this RFP. Supporting material may be provided; however, the City's decision will primarily be based upon a comparison of the information specifically requested.

The City may amend or modify this RFP, revise requirements of this RFP, require supplemental statements or information from any firm, accept or reject any or all responses, extend the deadline for submission of responses, negotiate or hold discussions with any Respondent after submittals are opened, waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and cancel this RFP, in whole or in part, if the City deems it in its best interest to do so. The City may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

The City further reserves the right to accept or reject any and/or all proposals and to waive any minor irregularities and technicalities. There is no obligation on the part of the City to award the contract to a specific professional operating services and the City reserves the right to award the resulting negotiated agreement that is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply to any resulting agreement.

Proposals shall clearly indicate the legal name, address and telephone number of the party submitting the proposal (i.e. organization, firm, partnership, individual). Proposals shall be signed above the type or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted proposal.

All expenses for making proposals to the City are to be borne by the Respondent. Respondents should retain a copy of the proposals submitted to the City as all submitted proposals are the property of the City and will not be returned.

Point of Contact and Pre-Submission Conference

Respondents, their agents, or associates shall refrain from contacting or soliciting any members, directors or staff of the City, directly or indirectly, regarding this RFP

during the ranking, selection, and negotiation process. Failure to comply with this provision may result in the disqualification of the Respondent.

A **non-mandatory pre-submission conference** will be held at the Santa Fe Canoe Outpost at:

**21410 NW Highway 441
High Springs, Florida 32643**

at:

11:00 am on November 8, 2011.

Representatives of the City will be present to discuss the project. Potential Respondents are strongly encouraged to attend and participate in the conference. The City will make reasonable efforts to relate to the conference questions submitted in writing and to copy all persons attending the conference with any supplemental information provided to interested parties.

No oral statement of any person shall modify or otherwise affect the terms and processes set forth in this request. All modifications of this request must be made by the City in writing.

Insurance Requirements

1. Without limiting successful Respondent's indemnification, it is agreed that the successful Respondent will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Respondent's policy contains higher limits, the City will be entitled to coverage to the extent of such higher limits. Any deductibles will be the sole responsibility of the successful Respondent. Certificates of Insurance must be furnished to the City naming the City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
2. Statutory Workers Compensation insurance as required by the State of Florida.
3. Commercial General Liability insurance to provide coverage of not less than \$2,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations,

- independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
4. Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 property damage.

Indemnity

Successful Respondent will indemnify and hold City and City's agents harmless from any loss, cost, damage or injury sustained by any person/persons as a result of the actions of employees or officers of the successful Respondent, subcontractors or suppliers.

Conflict of Interest

The Respondent, by affixing his signature to the proposal, declares that no City Commissioner, other City Official, or City employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

Collusion

The Respondent, by affixing their signature to the proposal, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

Addendum

It will be the sole responsibility of the Respondent to contact the City Clerk prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

Non-Discrimination

The City does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, genetics, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. The successful Respondent, or subcontractors of the successful

Respondent, shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, genetics, disability, and gender identity in the performance of this contract. Failure by the successful Respondent to carry out these requirements is a material breach of the contract, which may result in termination of the contract or such other remedy as the City deems appropriate.

Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Respondent, or its agent or representative, is prohibited from communicating with any City employee, including the City Elected Officials, or any contractor or agent of the City involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to City employees but also to any contractor or agent of the City.

“Involvement” in the procurement process includes but may not be limited to design, development, implementation, procurement, development of specifications, and evaluation of proposals for a particular procurement. All communications to and from potential Respondents and/or their agents/representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the City’s designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

Debarment

By submitting a response, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any government or political subdivision or agency of any government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any government or political subdivision or agency of any government.

Respondents are required to execute and include in their response the Debarment Certification form attached, incorporated and marked Exhibit B.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by a public agency, or for termination of a contract with the agency. The agency may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of an offer or to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

The City reserves the right to refuse to enter, and if entered to terminate, any agreement with any entity managed, controlled or affiliated with any person or affiliate who falls into any category described above.

Respondents are required to execute and include in their response the Public Entity Crimes Statement attached, incorporated and marked Exhibit C.

Drug-Free Workplace

The City of High Springs operates a drug-free workplace program which includes alcohol and drug testing of new hires, plus periodic testing of employees.

Respondents are required to execute and include in their response the Drug-Free Workplace Certification form attached, incorporated and marked Exhibit D certifying that, if selected as the Operator, the Respondent will operate a drug-free workplace program that is at least as stringent as the City's program.

Questions and Clarifications

Requests for additional information or questions concerning this proposal invitation are to be directed to the City through Jenny Parham, City Clerk. Questions and/or clarification should be submitted through Jenny Parham, City Clerk. Questions will not be accepted after the date and time indicated in this document. Any interpretation made to prospective companies will be expressed in the form of an addendum to the specifications, which, if issued, will be conveyed by posting on the City website.

Additional Information

The City reserves the right to request any additional information needed for clarification from any Respondent for evaluation purposes.

Reserved Rights

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. Respondent shall, upon request, provide information the City deems necessary in order to make a determination.

The City reserves the right to approve or reject staff assigned to the City's contract.

Disqualification of Respondents

Respondents may be disqualified and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

- a. Failure to use the proposal form(s) furnished by the City.
- b. Failure to provide signature by an authorized representative on the proposal form(s).
- c. Failure to properly complete the proposal, provide a proposal bond, provide requested data or information.
- d. Evidence of collusion among Respondents.

- e. Unauthorized alteration of the proposal form. The City reserves the right to waive any minor informality or irregularity.
- f. Unauthorized contact with City Officials and staff.

Protest

A notice of protest must be submitted within three (3) business days after posting of the recommendation of award. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City.

Part II. Santa Fe Canoe Outpost Operating Agreement Work Scope and Required Submission Information

Overview

The City seeks a Professional Operating Service Firm (Respondent/Operator) to operate and maintain the Santa Fe Canoe Outpost, offer fully outfitted canoe, kayak, stand-up paddleboard (SUP), supplies, gear and safety equipment, shuttle services, launching and finishing sites. emphasize customer service, and maintain the highest public standards. The City also desires to deliver optimal value to its citizens and patrons. The services desired, include, but are not limited to, the overall operations and maintenance of the Santa Fe Canoe Outpost and hosting and organizing day trips, overnight trips, full-moon trips, public events, group activities and custom excursions.

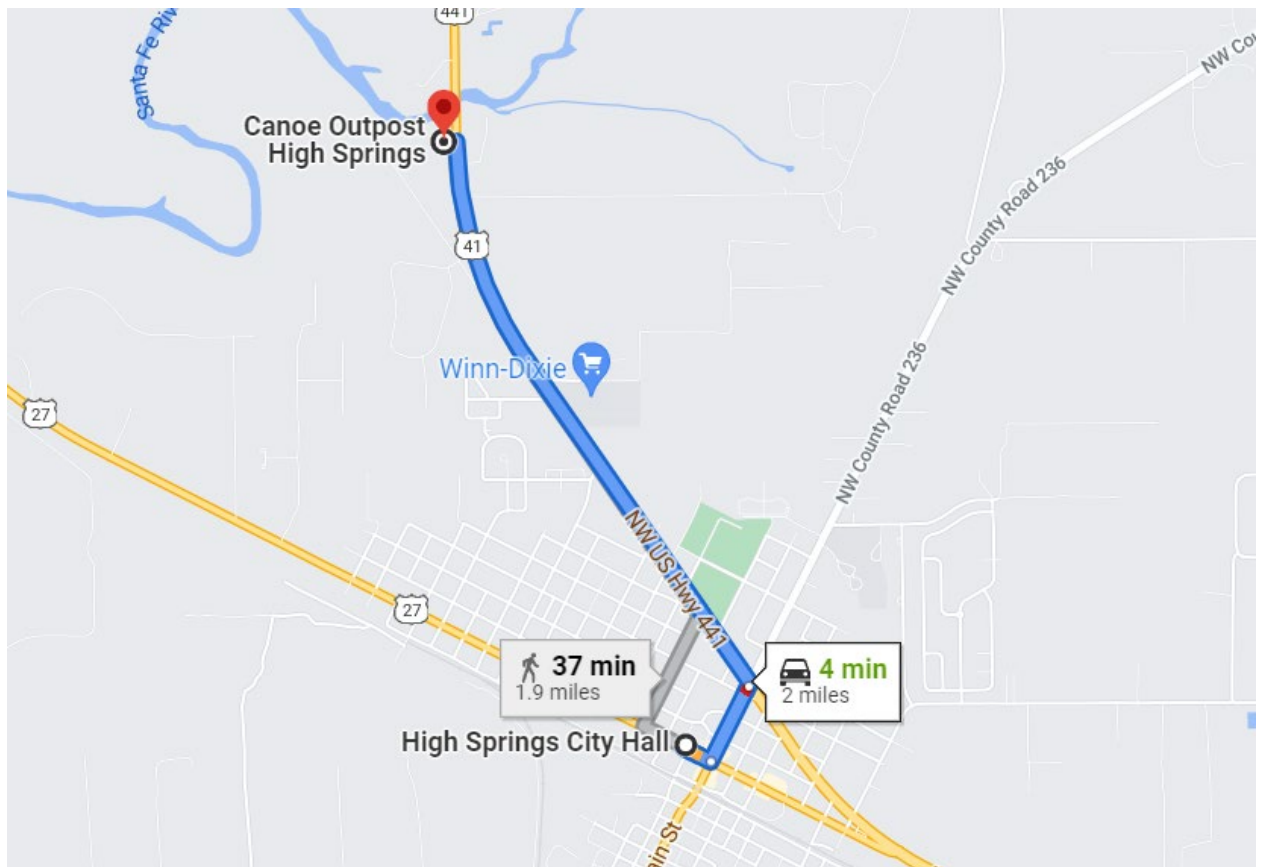
The Respondent's work will be performed through an Operating Agreement Contract. This contract will be reviewed in depth at six (6) month intervals to ensure Respondent's compliance with the requirements in this RFP and the Operating Agreement. Additional extensions may be granted at the City's discretion. The Respondent must provide a sufficient, quality staff with a demonstrated ability to work in a harmony with each other, Santa Fe Canoe Outpost and the public community, City staff and administration, and the general public to meet customer expectations. The Respondent must also provide a qualified staff to stay current on industry practices and trends to implement current standards. The Respondent must possess their own form of insurance and liability approved by the City.

The City acquired the Santa Fe Canoe Outpost in 2021. A copy of the Agreement for the Operation and Management of Santa Fe Canoe Outpost to be entered into between City and Respondent is attached as Exhibit A.

Funding for the Santa Fe Canoe Outpost was provided, in part, by a Grant from Alachua Conservation Trust. As a condition of the Grant, the City must ensure that certain criteria are met by Santa Fe Canoe Outpost operations. The Respondent will be required to ensure that operation of the Santa Fe Canoe Outpost enables the City to comply with the performance and reporting requirements of the City outlined in the Alachua Conservation Trust Grant. A copy of the Santa Fe Canoe outpost Conservation Easement Baseline Documentation Report by the Alachua Conservation Trust is attached as Exhibit F.

Facilities

Santa Fe Canoe Outpost is a facility in High Springs which offers canoeing, kayaking, stand-up paddleboarding (SUP) and camping trips. Santa Fe Canoe Outpost is located approximately two (2) miles North of downtown High Springs Florida and approximately twenty-five (25) miles North of Gainesville, Florida at 21410 US-441 in High Springs, Florida. A map indicating the location of the Santa Fe Canoe Outpost relative to downtown High Springs is included below. A list of all equipment owned by the City used to run the Santa Fe Canoe Outpost is attached hereto as Exhibit E.



Proposer's Qualifications

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgement of the City are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel familiar with operating a similar type business. Proposer must be able to render prompt and satisfactory service in the volume called for under this RFP. The City may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the City all such information and data as the City requests, including, a detailed description of the method and program of the work which the Proposer proposes to

perform. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations listed in the RFP and to complete the work contemplated therein. Conditional proposals will not be accepted.

Scope of Work

The following description is provided as a minimum guideline only. A formal written Operating Agreement Contract with terms substantially the same as those which will be entered into between parties can be found attached as Exhibit A. The Proposal, submitted along with the requirements included within this RFP, shall constitute the preliminary substance of the agreement between the City and the Respondent. A formal written contract will be prepared and executed by both parties. It will not be binding until approved by both parties. All contract provisions reasonably contemplated by the provisions herein, whether expressly stated or implied, will be included in and thus become part of the final contract.

The purpose of the Santa Fe Canoe Outpost is to offer a fully outfitted canoe, kayak and stand-up paddleboard (SUP) experience for individuals and groups in a safe manner while protecting the Santa Fe River and its wildlife, which will promote ecotourism within with the City and Alachua County. The Respondent shall be responsible for the operation and management of the Santa Fe Canoe Outpost, including providing all labor, equipment, services, materials, and permits necessary for such operations.

After the initial term, there shall be a possibility renewable one (1) year extensions based on performance. The terms and conditions of any option period shall be subject to the mutual agreement of the parties including the City approval of the specific additional term prior to its commencement. The initial term of the agreement is initially proposed to begin on or around January, 2021. Renewal terms will be considered in the initial agreement, subject to the City approval as stated above.

The Respondent is expected to work with the City to clarify and finalize a detailed scope of services within an agreement to include the above description of services in addition to the following:

1. The Respondent must comply with any and all Local, State and Federal requirements and regulations and with all rules and regulations of the City. The Respondent must also comply with all Federal, State and Local laws and regulations pertaining to employment practices and conditions.

2. The Respondent must comply with the performance and reporting requirements of the Grant from Alachua Conservation Trust.
3. The Respondent must hire the competent help of good moral character and adhere to customer service standards of the City. Respondents' employees, age 16 and older, must consent to a criminal background investigation and drug screening paid for at the expense of the Respondent.
4. The Respondent shall provide management direction and human resources to fully operate the operation.
5. The Respondent shall provide all necessary furnishings, equipment, merchandise and fleet related to operating a successful canoe, kayak and stand-up paddleboard (SUP) rental business.
6. The Respondent may utilize the furnishings, equipment, merchandise and fleet already owned by the City (Exhibit E) and located at the Santa Fe Canoe Outpost. Respondent need also be prepared to purchase the fleet owned by the City. Respondent will need to provide replacement furniture, equipment, merchandise and fleet desired by the Respondent and the same will be acquired at the Respondent's expense.
7. The Respondent will oversee all facilities, grounds, equipment and fleet maintenance and will be responsible for developing and adhering to a capital improvements plan, equipment and fleet replacement and maintenance plan.
8. The Respondent shall maintain all facilities, grounds, equipment and fleet in a clean, safe and sanitary condition.
9. The Respondent shall operate in a manner that will ensure the convenience and safety of the public. If the Respondent or his/her employees, officers, and/or agents offer training or lessons for canoes, kayaks, and/or stand-up paddleboards (SUPs), they must possess the appropriate skills to do so in a safe manner.
10. The Respondent shall offer high quality services at competitive prices at least consistent with similar goods and services presently being offered in other facilities in the region.
11. Respondent agrees to maintain regular operating hours.
12. Respondent participate in the City's annual budget process as needed.
13. Respondent will oversee all equipment maintenance and will be responsible for developing and suggesting an equipment replacement

and maintenance plan.

RFP Objectives

The intent of the RFP is to secure an agreement with an Operator of Santa Fe Canoe Outpost that meets the following objectives:

1. Responsible for the operation and management of the Santa Fe Canoe Outpost, including providing all labor, equipment, services, materials, and permits necessary for such operations.
2. Host special events and recreational opportunities, which will promote tourism within with the City and Alachua County.
3. Encourage local community use of the Canoe Outpost such as offering special days with resident discounts, quarterly or semi-annual residential events, public use of fishing and launch areas. Respondents are encouraged to be creative with this area in their proposals.
4. Develop a plan to increase activities, including charging program or rental fees that support the operation and maintenance of the Santa Fe Canoe Outpost.
5. Ensure compliance with the Grant from Alachua Conservation Trust related to the operation of the Santa Fe Canoe Outpost and established performance requirements.

Required Contract Elements

Required elements of the contract for operation and maintenance of the Santa Fe Canoe Outpost will include, at a minimum, the following term:

1. Report monthly to the City detailing the number of people utilizing the Santa Fe Canoe Outpost on a daily basis, the equipment rented and any other services utilized.
2. Report monthly to the City detailing the number of events conducted at the Santa Fe Canoe Outpost, attendance for each event, revenues, expenses, maintenance activities, reported injuries sustained by attendees or employees, and improvements underway or completed.
3. Provide monthly payments and submit an executed and sworn statement

of revenues for the preceding month to the City's Finance Department by the fifteenth day of each month.

4. Provide monthly bank statements in conjunction with the financial statements submitted to the City's Finance Department on the fifteenth day of each month.
5. Provide all routine and minor building interior and exterior maintenance.
6. Pay all applicable utilities/communications costs.
7. As payment for the Operating Rights, each year the Respondent shall propose a percentage of gross revenues to pay to the City from the operations of the Santa Fe Canoe Outpost. Further, Respondent shall provide information as to gross revenues derived from special events, including, but not limited to all special event fees, gate revenues, concessions revenues, parking fees, sponsorships, banners, advertisements, vendor sales, income from website and/or social media, contributions, donations, or grants from outside sources, and other similar revenues, regardless of who collects the fees or the source of the fees.
8. All other maintenance and repairs are the responsibility of the Respondent. The City will use this money as necessary for repair and/or replacement of certain Santa Fe Canoe Outpost assets. The City will consult the Respondent prior to using these funds during the term of this Agreement, but ultimate control of the spending of the funds shall remain with the City.
9. Obtain City approval for all tenant improvements.
10. Prepare an annual Maintenance and Operations Plan for the City to be approved by the City.
11. Secure all required insurance coverage as determined by the City.
12. Comply with all applicable city, state and federal laws and regulations.
13. Maintain at all times the minimum insurance outlined in the section titled "Insurance Requirements" of this RFP.
14. Indemnify the City, its Officers, and its Elected Officials as outlined in the section titled "Indemnify" of this RFP.
15. Comply with Florida Statutes related to Public Records and Sunshine.

16. Demonstrate the ability to be able to manage this type of business and clearly articulate achievable plans for operations and maintenance of the facilities.
17. Provide adequately trained staff to supervise and operate the Santa Fe Canoe Outpost, while open, in a safe, professional, clean and efficient manner in compliance with all state, county and local regulations.
18. Provide patrons with safe, high quality canoes, kayaks and stand-up paddleboards (SUPs) for rental at reasonable prices.
19. Provide adequate safety equipment included approved flotation devices and distress whistles for each patron.
20. Maintain a safe fleet and hire staff with the appropriate licenses and a safe driving record to provide shuttle services.
21. Provide an accurate and verifiable system to determine the dates and time of operations.
22. Provide an accurate and verifiable system to keep up with reservations.
23. Provide an accurate and verifiable system to account for all revenue and expenses.
24. Provide an accurate and verifiable system to keep up with the number of patrons using the Canoe Outpost on a daily basis, the vessels, supplies, gear and equipment they are renting and purchasing.
25. Plan individual and group public and private activities in a safe manner.
26. Maximize the patron's use and enjoyment of the Canoe Outpost.
27. Foster awareness, appreciation and individual responsibility towards taking care of and protecting the region's aquatic ecosystems and natural resources.
28. Monitor the use of the river from the Santa Fe Canoe Outpost in order to protect the region's aquatic ecosystems and natural resources.
29. Encourage ecotourism.
30. Provide a set of guidelines for ethical conduct for canoeing, kayaking and stand-up paddle boarding (SUP) trips.

31. Provide rules of rivers right-of-way and information on how accidents and collisions can be avoided on the river.
32. Provide a set of guidelines for basic dress and safety guidelines for canoeing, kayaking and stand-up paddle boarding (SUP) trips.
33. Provide navigation lights for paddles between sunset and sunrise and periods of restricted visibility.
34. Demonstrate appropriate techniques for entering, launching and exiting a canoe, kayak and stand-up paddle board (SUP).
35. Any other performance and reporting requirements as determined.

Principal Personnel

Principal or key personnel identified in the response may not be substituted without the prior written approval of the City. Replacements for key personnel must have equivalent professional qualifications and experience as the individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld or delayed by the City. Any personnel changes, after the submission of the response to this request, could result in reconsideration of the Respondent's proposal.

Reconsideration may also result in changes to rankings of the proposal. Proposed changes in Principal Personnel, reasons for the changes, and resumes for the individuals being substituted, must be submitted, to the City for consideration.

Subcontractors

Subcontractors providing commodities or services to the Respondent under the Santa Fe Canoe Outpost Operating Agreement Contract will be held to the same requirements and level of experience and expertise as are required of the Respondent. No subcontract shall relieve a Respondent from demonstrating either (i) that it has the experience and qualifications to perform the subcontracted work or (ii) that it has in other situations selected and successfully supervised for extended periods of time subcontractors with the needed experience and expertise.

Respondents are required to specify in detail what tasks or functions if any, they intend to subcontract and demonstrate either their own experience with that

task or function or their experience supervising a subcontractor or both. Respondents are PROHIBITED FROM DISCLOSING THE NAMES OR LOCATIONS OF THOSE SUBCONTRACTORS. The purpose of this prohibition is to allow the highest ranked prime contractor to negotiate with the best available subcontractors if any subs are to be used.

Response Presentation and Format

Respondent's Proposal must be divided into sections which shall be presented and tabbed in the following numerical order:

1. Title Page
2. Table of Contents
3. Letter of Interest
 - a. Briefly state the understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
 - b. Given names of the persons who will be authorized to make representatives for the proposal, their titles, addresses, and telephone numbers.
4. Respondents' Understanding of the Project. A complete description as to the organizations' role, methodology and approach to the scope of services.
5. Respondent's full legal name, type of entity, address of its principal place of business and of any satellite locations, and the names and addresses of Respondent's principals.
6. Company analysis. A brief narrative about Respondent's history, for example, when it was formed, how its business models have developed, significant successes and acknowledged failures, why it is best positioned to make the Santa Fe Canoe Outpost a success.
7. Competitive analysis. A careful description of the Respondent's strengths and weaknesses, and the key drivers of the difference between Respondent and its competitors. Please use objective information (e.g. factual data and market research) to describe your competitive differentiation in the marketplace to avoid subjective bias.

8. Marketing and promotion plan. A detailed explanation, including applicable illustrations, of:
 - a. The overall philosophy Respondent would use to market the Santa Fe Canoe Outpost and maximize the economic impact to Alachua County.
 - b. The approach Respondent would use to promote, advertise, market and book special events
 - c. Any synergies, alliances, key relationships, and other marketing opportunities that Respondent has or would establish with other facilities managed by Respondent, or with third parties, and how these can benefit the Santa Fe Canoe Outpost.
9. Equipment, Furnishings and Fleet. Describe the equipment, furnishings and fleet the Respondent will provide for the operation of the Santa Fe Canoe Outpost.
10. Facilities Maintenance. A careful analysis of the maintenance needs of the proposed facilities and estimates of the management and staff positions and sub-contracts Respondent would propose to meet those needs. In addition, Respondent may but is not required to submit a copy of a maintenance plan it has executed for a similar project.
11. Inventory Control Procedures. Respondent shall provide an inventory of all equipment and material necessary to operate the Santa Fe Canoe Outpost on a monthly basis and in conjunction with the financial report provided on the fifteenth (15th) of each month.
12. Evidence of the legal authority of any agent or officer to submit the response.
 - a. When a Respondent is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. The City reserves the right to request a copy of the underlying partnership or joint venture agreement.
 - b. When a Respondent is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give the title of his/her office. The response must also bear the seal of the corporation.

- c. When Respondent is a limited liability company, the response must be signed by managing member(s) authorized to bind the company. The response must list all members and designate who are the managing members. The City reserves the right to request a copy of the Respondent's operating agreement.
 - d. Respondents who are or include corporations or limited or general partnerships or limited liability companies must furnish a duly executed and current certificate of good standing from the Florida Department of State and evidence of all qualifications, licenses, and certifications needed to perform in Florida the services which are the subject of this request.
 - e. By submitting a response, the person(s) signing each response certifies that he or she understands that the City will rely in part on such certification in selecting the short-listed firms.
13. References. Provide a minimum of three (3) references, with current addresses, telephone numbers, and e-mail addresses. Include letters of references if available.
14. Respondent's demonstrated experience in operating, maintaining and marketing for other public bodies and private entities (specify which in each case) venues of comparable size and composition within the past five (5) years, including:
- a. Venue name, location and detailed description of facilities located in the venue.
 - b. Description of services rendered.
 - c. Method and amounts of compensation paid for services rendered.
 - d. Name, address and telephone number of each venue owner's representative familiar with Respondent's services. The City may contact the representatives.
 - e. Length of business relationship with venue and venue owner, and if not covered by (b) above a description of services rendered through that relationship.
15. A narrative description and any applicable illustrations to show that the Respondent understands all elements of the scope of services required, including the following:

- a. Respondent's approach to the operation, management, and maintenance of the facility accomplishing the requirements set forth in the RFP;
 - b. The Respondent's plan to offer quality products and services to patrons;
 - c. The Respondent's approach to handling community access and local organizations' rental requests;
 - d. Proposed hours of operation;
 - e. A complete listing of all fees to be charged during the term of the agreement
16. Personnel. Organizational chart listing the titles, giving a brief job description and demonstrating the relationships between all classes of employees, agents and, if any, subcontractors who will be involved in delivering the services and the anticipated number of persons in each class. (*EMPLOYEE COMPENSATION SHALL NOT BE LISTED.*) Respondent shall also include the number of employees and their relevant qualifications. Resumes for all personnel who will be responsible for managing day-to-day operations and maintenance, business planning and development and marketing. The respondent may elect to withhold the identity of its proposed managers until and if it is shortlisted.
17. Financial Return/Pro Forma
- a. A proposed management service fee including all operational/staffing expenses. The City is open to any and all proposals for financial return from the operation of the facility. Please provide an estimated Pro Forma as part of this RFP.
 - b. Proposed budget.
 - c. Estimated gross revenue for each year, broken out according to revenue obtained from the canoe, kayak, and stand-up paddleboard (SUP) rental operation and operations related to individual/group activities and events.
 - d. Estimated operating costs each year.
18. Evidence of the Respondent's financial responsibility, including three (3) consecutive, immediately preceding year's audited financial statements certified by a certified public accountant and a demonstration of

Respondent's ability to obtain fidelity bonds in penal amounts appropriate to the position for all employees handling City funds in the operation, maintenance or marketing of the Santa Fe Canoe Outpost.

19. A list of any competing facilities or venues managed by Respondent or to which Respondent is currently making an application or negotiating.
20. A description of all claims and litigation history within the past five (5) years, if any, by or against the Respondent or any of its principles or staff members relating in any way to the operation, maintenance or marketing of any facility or venue, similar or otherwise.
21. A statement that Respondent has reviewed and certifies that it will be able to meet, for the benefit of the City, the insurance and Drug-Free Workplace requirements incorporated herein.
22. A statement that Respondent understands requirements related to the Grant from Alachua Conservation Trust.
23. Executed copies of the following documents
 - a. Debarment form (Exhibit B)
 - b. Public Entity Crime Statement form (Exhibit C)
 - c. Drug-Free Workplace Statement form (Exhibit D)
24. The person(s) signing each response must do so under oath and the signature page must contain a sworn statement in materially the following form:

County of _____ State of _____

All persons signing this response to the City of High Spring's Request for Proposal for Professional Management Services attest that the information contained in the response is true, accurate and sufficiently compete to not be misleading.

Sworn to and subscribed before me this ____ day of _____, 2021.

(seal)

Notary Public

My Commission expires: _____

Failure to submit documents requested above with the Proposal or any supplemental information requested by the City within 24 hours of request may be the basis for disqualification. Such documents must be effective as of the date the response is due.

The Respondent may include any other supporting documents they wish to submit for review.

The City reserves the right to request any further additional information that it deems necessary for the review and award process.

Part III Santa Fe Canoe Outpost Operating Agreement Work Scope and Required Submission Information

Evaluation of Proposals

Proposals will be evaluated using a predetermined method to ascertain which Respondent best meets the qualifications needs of the City. In some circumstances qualifications may be so similar that oral interviews may have to be arranged to assist in making the final selection. Evaluation considerations will include the following:

1. Professional qualifications/capabilities of the Respondent and his/her agents to include the safety training, certifications, personnel backgrounds and resumes = 20%
2. Technical experience of the Respondent to include providing similar services and references = 20%
3. Responsiveness of the Proposal in clearly stating the understanding of work to be performed and knowledge of the Santa Fe Canoe Outpost, its history, management and operations and the important role the facility plays within the community = 20%
4. Scope of services to include business plan, financial plan, capital plan, maintenance and operations plan, safety plan, explanation of services to be provided, adaptability of the Respondent's services to be rendered, quality, capacity, availability, and ability to perform the services in a timely manner = 20%
5. Compensation and fees proposed = 20%

Selection Procedures

Proposals will be reviewed individually and ranked individually in order of preference by the evaluation committee which may consist of but is not limited to City employees, City officials, community members and those persons associated with the paddling community. The highest ranked firms may be invited to make a presentation to the Mayor and City Commission who will then provide direction to staff regarding whether to commence contract negotiations with them. Staff will then commence contract negotiations with the highest ranked (by the City Commission) firm. If negotiations are successful, the contract will be presented to the City Commission for execution. If contract negotiations are unsuccessful, the evaluation committee will invite the next highest ranked firm to make a presentation to the Mayor and City Commission for consideration.

Part IV Exhibits

Exhibits

- Exhibit A: Agreement for Operation and Management of Santa Fe Canoe Outpost (for entry into by City and Respondent)
- Exhibit B: Debarment form
- Exhibit C: Public Entities Crime Statement form
- Exhibit D: Drug-Free Workplace form
- Exhibit E: List of City-owned Property Used for Santa Fe Canoe Outpost
- Exhibit F: Alachua Conservation Trust Santa Fe Canoe Outpost Conservation Easement Baseline Documentation Report

Exhibit A: Proposed Agreement for Operation and Management of Santa Fe Canoe Outpost
(for entry into by City and Respondent) [attached]

Exhibit B: Debarment form

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C: Public Entities Crime Statement form

SWORN STATEMENT UNDER SECTION
287.133(3)(a).FLORIDA STATUTES. ON PUBLIC
ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESEENCE OF A NOTARY
PUBLICOR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN include the Social Security Number of the individual signing
this

swornstatement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(continued)

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes** means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e) **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposalor applies to proposal on contracts for the provision of goods or services let by a publicentity, or which otherwise transacts or applies to transact business with a public entity.The term "person" includes those officers, directors, executives, partners, shareholders,employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

____Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a
(continued)

subsequent proceedings before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY MANAGER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

(signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2021 by

(name of person affirming statement)

(signature of High Springs)

(name of Notary, typed, printed, or stamped)

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

Exhibit D: Drug Free Workplace Form

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

_____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

(continued)

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

(signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2021 by

(name of person affirming statement)

(signature of High Springs)

(name of Notary, typed, printed, or stamped)

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

Exhibit E: List of City-owned Property Used for Santa Fe Canoe Outpost [attached]

Exhibit F: Alachua Conservation Trust Santa Fe Canoe Outpost Conservation Easement
Baseline Documentation Report [attached]

EXHIBIT A:
AGREEMENT FOR THE
OPERATION AND MANAGEMENT OF
THE SANTA FE CANOE OUTPOST

This Agreement (the "Agreement"), made and entered into this ____ day of _____, 2021, between the City of High Springs, a political subdivision of the State of Florida (hereinafter referred to as "City"), and _____, a Florida limited liability company authorized to transact business in the State of Florida, located and doing business in the City of High Springs, Florida (hereinafter referred to as the "Operator").

WITNESSETH:

Whereas, the City desires to promote tourism and economic growth in the City and Alachua County, and to provide quality recreational facilities and opportunities for its citizens;

Whereas, the City has purchased a recreational facility known as the Santa Fe Canoe Outpost which is located on the Santa Fe River and is more particularly described on the attached Exhibit "B" (hereinafter referred to as the "Outpost");

Whereas, the City has determined that the operation of the Outpost pursuant to this Agreement shall constitute a paramount public purpose under Florida law, in that the Outpost will be operated so as to promote tourism and increase economic growth by bringing tourists and out-of-town visitors to the City and Alachua County;

Whereas, Operator has the expertise to operate and manage a facility such as the Outpost;

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

1. **Right to Manage and Operate the Outpost** – During the term of this Agreement, the Operator shall have the primary right to manage and operate the Outpost, including, but not limited to, all activities carried on within the Outpost (the "Operating Rights"). In exercising the Operating Rights, the Operator shall act in accordance with the "City of High Springs Request for Proposals for Professional Operation Service at Santa Fe Canoe Outpost" attached hereto as **Exhibit A**. All profits and income generated and collected by the Operator as a result of exercising the Operating Rights shall be the sole property of the Operator and no other party, including, without limitation, the City, shall have any claim thereto *except as is specifically outlined below*. Both parties hereto acknowledge and agree that the terms and conditions of this Agreement shall be restricted to the management and operation of the Outpost and in no manner shall constitute a lease of the Outpost to the Operator.

2. **Use of the Outpost** – During the term of this Agreement, the Operator shall have the primary right to make use of the Outpost, including, but not limited to, planning events that will take place within the Outpost and use of the facilities located in the Outpost. During any period of time for which the Operator has not planned or scheduled to use the Outpost:

A. The City shall maintain secondary rights to use the Outpost and its facilities and to plan events within the Outpost (hereinafter such events “City-Sponsored Events”). Notwithstanding any other provision of this Agreement, the City shall be responsible for any and all damages to the Outpost or any other person that arise during use of the Outpost during an Official City Sponsored Event, and shall fully indemnify Operator for any losses, damage or claims that occur as a result.

3. **Ownership of the Outpost** – At all times the Outpost, including all real property improvements and fixtures constructed within the Outpost, shall be and remain the sole property of the City. The Operator shall have no right to the Outpost, its improvements and fixtures, other than the Operating Rights granted under Paragraph 1 above. Additionally, Operator and the City agree that the name of the Outpost shall be “Santa Fe Canoe Outpost”, and that the City owns all rights, title and interest in the name “Santa Fe Canoe Outpost” and Operator shall make no claim thereto. The City maintains the right to change the name of the Outpost if such a need becomes apparent during any of the regular six (6) month reviews as outlined below. In the event of a termination of this Agreement, Operator agrees to do any acts necessary to transfer any rights, title or interest it may now have, or may develop in the future to any and all intellectual property associated with the name, “Santa Fe Canoe Outpost.”

4. **Term** – This Agreement shall be effective for an initial term agreed to by the City and Operator from the date of execution hereof. The City will review Operator at six (6) months to ensure compliance with the requirements of the RFP attached as Exhibit A as well as the requirements of this Agreement. The parties hereto shall have the option to extend the term of this Agreement for successive terms upon the completion of the six (6) month review as outlined above. This option shall be considered exercised upon the written consent of both parties. In the event the option is exercised and the term of this Agreement is extended, such extension shall run from the date of expiration of the immediately prior term and all of the terms and conditions of this Agreement shall continue in full force and effect. Should either party choose not to extend the contract for any of the successive terms, that party shall provide the other party written notice of the intent not to extend the contract no later than 120 days before the end of the term of the Agreement or 30 days before the end of any six month extension. Notwithstanding the foregoing, Operator shall have the option to terminate at any point during the first six (6) months of the initial term hereof for any reason or no reason whatsoever.

- 76 5. **Representations and Warranties of The Operator** – By executing this Agreement,
77 The Operator makes the following express representations and warranties:
- 78 a. The Operator is a professional manager qualified to operate and manage the
79 Outpost in accordance with the provisions of **Exhibit A**.
- 80 b. The Operator warrants that all actions performed by the Operator pursuant
81 to this Agreement shall be adequate and sufficient to satisfy the terms and
82 accomplish the purposes of this Agreement as well as satisfy the terms and
83 accomplish the purposes as outlined in Exhibit A, regardless of any review by
84 the City of such actions.
- 85 c. The Operator is a duly and validly existing limited liability company organized
86 under the laws of the State of Florida with full power, capacity and authority
87 to enter into this Agreement.
- 88 d. The Operator's execution and delivery of this Agreement the consummation
89 of the transactions contemplated herein and compliance by the Operator
90 with any of the provisions hereof will not violate any order, writ, injunction,
91 decree, statute, rule or regulation applicable to the Operator.
- 92 6. **Representations and Warranties of City** - By executing this agreement, City
93 makes the following express representations and warranties:
- 94 a. City is a political subdivision of the State of Florida with full power, capacity
95 and authority to enter into this Agreement.
- 96 b. The City's execution and delivery of this Agreement, the consummation of
97 the transactions contemplated herein and compliance by City with any of the
98 provisions hereof will not violate any order, writ, injunction, decree, statute,
99 rule or regulation applicable to City.
- 100 7. **Notice of Default** – Except as otherwise provided in this Agreement, any notice
101 of default or termination from either party to the other party must be in writing
102 and sent by certified mail, return receipt requested, or by personal delivery with
103 receipt and additionally by email. For the purposes of providing all such notices,
104 the following addresses shall be used unless a party is notified otherwise in
105 writing by the other party:
- 106 If to City:
107 City of High Springs
108 Attn: Ashley Stathatos, City Manager
109 23718 W US Hwy 27
110 High Springs, Florida, 32643
111 Phone: (386) 454-1416

Email: astathatos@highsprings.us

With a copy to:

Folds Walker, LLC

Attn: S. Scott Walker, Esquire

Post Office Box 1775

Gainesville, FL 32601

Phone: 352-372-1282

Fax: 352-375-9960

Email: HighSprings@FoldsWalker.com and Scott@FoldsWalker.com

If to the Operator:

Phone: _____

Fax: _____

With a copy to:

City of High Springs

Attn: Jenny Parham, City Clerk

23718 W US Hwy 27

High Springs, Florida, 32643

Phone: (386) 454-1416

Email: jparham@highsprings.us

8. **Default and Termination** – The failure of either party hereto to comply with any provision of this Agreement will place such party in default. Upon an occurrence of default, the non-defaulting party shall notify the defaulting party of such default, making specific reference to the provision(s) of this Agreement giving rise to such default. Upon receipt of such written notice, the defaulting party shall have thirty (30) days to cure the default. In the event the defaulting party fails to cure the default during such thirty (30) day period, at the end of such thirty (30) day period the non-defaulting party shall have the right to terminate this Agreement effective upon delivery of written notice of termination to the defaulting party. The City Manager is authorized to provide written notice to cure on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager is authorized to provide final termination notice on behalf of the City to The Operator.

If the Operator files a bankruptcy petition, the City shall be provided written notification within 10 days, and the City may terminate this agreement effective on the date the Operator filed the bankruptcy petition with the court.

Upon the termination of this Agreement, the Operator shall surrender management and operations of the Outpost, including all fixtures and capital improvements thereto, to the City. All property purchased by the City and used in the management and operations of the Outpost shall remain the property of the City and shall remain on the Outpost premises after termination of this Agreement.

Notwithstanding anything to the contrary herein, or in any other Agreement between the Parties, it is specifically agreed that a failure of the Operator to comply with the Grant requirements as laid out on page 10 and 11 of Exhibit A hereto, the City, in its sole discretion, may choose to terminate this Agreement for such failure. Nothing in this Section obligates the Operator to repay any portion of the grant funds received by the City.

9. **Project Records** – The parties hereto shall maintain all financial records relating to the maintenance and operation of the Outpost in a manner so as to facilitate yearly audit by City auditors.

10. **Purpose of Agreement.** This facility shall serve a government purpose of providing recreation facilities and enhanced funding of the tourism development tax. The purpose of this agreement is to further the public benefit to the citizens of Alachua County and the Operator agrees to facilitate enhanced recreational opportunities for Alachua County citizens. The City shall at all times maintain ownership of the Outpost.

11. **Insurance** – The parties hereto shall procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Exhibit A**.

12. **Permits** – The Operator will obtain and pay for all necessary permits, permit application fees, licenses or any other fees required to be paid or obtained in order to manage and operate the Outpost pursuant to this Agreement.

13. **Laws & Regulations** – In performing under this Agreement, both parties hereto shall comply with all applicable laws, ordinances, regulations, and building code requirements. Both parties hereto are presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the actions to be taken by the parties under this Agreement. Failure of a party to familiarize itself with federal, state and local laws, ordinances, code rules and

regulations, shall not negate such party's liability for any violation(s) and all subsequent damages or fines.

14. **Indemnification by The Operator** – To the extent not otherwise covered by insurance, the Operator agrees to and shall defend, indemnify and hold the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the negligent or intentional acts or omissions of the Operator, its officers, agents, owners or employees in the performance of this Agreement.

To the extent not otherwise covered by insurance, the Operator agrees to protect, defend, indemnify, and hold the City, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character ("Claims") in connection with or arising directly or indirectly out of the Operator's performance of this Agreement, with the exception that the Operator shall not indemnify the City for any claims made by the State of Florida or Alachua County for repayment of Alachua Conservation Trust grant monies or any applicable tourist development revenues. Without limiting the generality of the foregoing, any and all such Claims expressly excluding repayment claims by the State of Florida or Alachua County as detailed *supra*, but including and otherwise not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder subject to the express exclusion contained herein. The Operator further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such Claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if such Claims are groundless, false, or fraudulent. The Operator agrees that indemnification of the City shall extend to any and all actions performed under this Agreement by the Operator, its subcontractors, employees, agents, servants or assigns, subject to the express exclusion contained herein. The Operator's indemnification obligation under this Paragraph shall in no way be limited in any

nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage and shall survive the termination of this Agreement.

The Operator shall include the City as an additional insured on all policies procured by the Operator with respect to its operations and management of the Outpost.

15. **Indemnification by City** –To the extent not otherwise covered by insurance, City agrees to and shall defend, indemnify and hold the Operator harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person resulting from the alleged negligent or intentional acts or omissions of the City, its officers, agents or employees in the performance of this Agreement.

City agrees to protect, defend, indemnify, and hold the Operator, its officers, employees and agents, free and harmless from and against any and all Claims in connection with or arising directly or indirectly out of City's performance of this Agreement. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. City further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such Claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if such Claims are groundless, false, or fraudulent. City agrees that indemnification of The Operator shall extend to any and all actions performed under this Agreement by City, its subcontractors, employees, agents, servants or assigns. City's indemnification obligation under this Paragraph shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage and shall survive the termination of this Agreement.

16. **Sovereign Immunity**- Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive

damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

17. **Ad Valorem Taxes** - In the event ad valorem taxes are levied upon the Outpost, such amounts shall be paid by the Operator as an operating expense. The parties hereto shall cooperate in applying for exemptions from ad valorem taxes as necessary and to fully participate in any related hearings before the value adjustment board, and appeals to Circuit Court if necessary. The City believes the Outpost and the Project will not be subject to ad valorem taxes and the City will use its best efforts to obtain such exemption from ad valorem taxes, including, but not limited to, making relevant arguments before the value adjustment board or other appropriate venue.

18. **Utility Services.** The Operator hereby assumes responsibility for payment of all utility services supplied to the Outpost through the termination of this Agreement, without regard to the date of the execution of this Agreement.

19. **Solid Waste Services.** Operator shall separately contract for and pay for solid waste removal services from the Outpost.

20. **Public Records.** Pursuant to Florida Statute Section 119.0701 the parties agree to the following:

a. During the term of this Agreement, the Operator shall comply with the Florida Public Records Law, to the extent such law is applicable to the Operator. If Section 119.0701, Florida Statutes is applicable, the Operator shall do the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service;
2. Provide the public with access to the public records on the same terms and conditions that the City would provide the record and at a cost that does not exceed the cost allowed by law;
3. Keep from disclosure those public records that are exempt or confidential; and
4. Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the City and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records

305 stored electronically must be provided to the City in a format that is
306 compatible with the information technology systems of the City.

307 b. The Operator shall keep and make available to the City for inspection and
308 copying, upon written request by the City, all records in the Operator's
309 possession relating to this Agreement. Any document submitted to the City
310 may be a public record and is open for inspection or copying by any person
311 or entity unless considered confidential and exempt. Public records are
312 defined as all documents, papers, letters, maps, books, tapes, photographs,
313 films, sound recordings, data processing software, or other material,
314 regardless of physical form, characteristics, or means of transmission, made
315 or received pursuant to law or ordinance or in connection with the
316 transaction of official business by an agency. Any document in the Operator's
317 possession is subject to inspection and copying unless exempted under
318 Chapter 119, Florida Statutes.

319 c. During the term of this Agreement, the Operator may claim that some or all
320 of the Operator's information, including, but not limited to, software,
321 documentation, manuals, written methodologies and processes, pricing,
322 discounts, proprietary information, technical data, trade secrets, including,
323 but not limited to research, product plans, products, services, customer lists
324 and customers, markets, software, developments, inventions, processes,
325 formulas, technology, designs, drawings, engineering, hardware
326 configuration information, marketing, finances, or other considerations
327 (hereinafter collectively referred to as "Confidential Information"), is, or has
328 been treated as, confidential and proprietary by the Operator in accordance
329 with Section 812.081, Florida Statutes, or other law, and is exempt from
330 disclosure under the Public Records Act. The Operator shall clearly identify
331 and mark Confidential Information as "Confidential Information" and the City
332 shall use its best efforts to maintain the confidentiality of the information
333 properly identified by the Operator as "Confidential Information."
334 Confidential Information does not include any of the foregoing items that
335 have become publicly known and made generally available through no
336 wrongful act or omission of either party or others who were under
337 confidentiality obligations as to the item or items involved or improvements
338 or new versions thereof.

339 d. The City shall promptly notify the Operator in writing of any request received
340 by the City for disclosure of the Operator's Confidential Information and the
341 Operator may assert any exemption from disclosure available under
342 applicable law or seek a protective order against disclosure from a court of
343 competent jurisdiction. The Operator shall protect, defend, indemnify, and
344 hold the City, its officers, employees, and agents free and harmless from and
345 against any claims or judgments arising out of a request for disclosure of
346 Confidential Information. The Operator shall investigate, handle, respond to,

347 and defend, using counsel chosen by the City, at the Operator's sole cost and
348 expense, any such claim, even if any such claim is groundless, false, or
349 fraudulent. The Operator shall pay for all costs and expenses related to such
350 claim, including, but not limited to, payment of attorney fees, court costs, and
351 expert witness fees and expenses. Upon completion of this Agreement, the
352 provisions of this section shall continue to survive. The Operator releases the
353 City from all claims and damages related to any disclosure of documents by
354 the City.

355 e. If the Operator refuses to perform its duties under this section within
356 fourteen (14) calendar days of notification by the City that a demand has been
357 made to disclose the Operator's Confidential Information, then the Operator
358 waives its claim that any information is Confidential Information and releases
359 the City from claims or damages related to the subsequent disclosure by the
360 City.

361 f. If the Operator fails to comply with the Public Records Law, the Operator shall
362 be deemed to have breached a material provision of this Agreement.

363 21. **Assignment of Interest** – Neither party may assign or transfer any interest in this
364 Agreement without prior written consent of the other party.

365 22. **Successors and Assigns** – The City and The Operator each bind the other and their
366 respective successors and assigns in all respects to all of the terms, conditions,
367 covenants, and provisions of this Agreement.

368 23. **Independent Contractor**– In the performance of this Agreement, the Operator is
369 acting in the capacity of an independent contractor and not as an agent,
370 employee, partner, joint venturer, or associate of the City. The Operator is solely
371 responsible for the means, method, technique, sequence, and procedure utilized
372 by the Operator in the full performance of this Agreement.

373 24. **Collusion** – By signing this Agreement, the parties hereto declare that this
374 Agreement is made without any previous understanding, agreement, or
375 connections with any persons, contractors or corporations and that this
376 agreement is fair, and made in good faith without any outside control, collusion,
377 or fraud.

378 25. **Conflict of Interest** – The parties hereto warrant that neither they nor any of their
379 employees have any financial or personal interests that conflict with the
380 execution of this Agreement. The Operator shall notify the City of any conflict of
381 interest due to any other clients, contracts, or property interests.

382 26. **Third Party Beneficiaries** – This Agreement does not create any relationship with,
383 or any rights in favor of, any third party.

- 384 27. **Severability** – If any provision of this Agreement is declared void by a court of
385 law, all other provisions will remain in full force and effect to the extent deemed
386 so by the court.
- 387 28. **Non Waiver** – The failure of any party to exercise any right granted under this
388 Agreement shall not be considered a waiver of such right.
- 389 29. **Governing Law and Venue** – This agreement is governed in accordance with the
390 laws of the State of Florida. Venue shall be in Alachua County.
- 391 30. **Attachments** – All exhibits attached to this Agreement are incorporated into and
392 made part of this Agreement by reference. The parties specifically agree that all
393 terms outlined in Exhibit A are fully and wholly included in this Agreement as if
394 repeated herein.
- 395 31. **Amendments** – The parties hereto may amend this Agreement only by mutual
396 written agreement of the parties.
- 397 32. **Captions and Section Headings** – Captions and section headings used herein are
398 for convenience only and shall not be used in construing this Agreement.
- 399 33. **Construction** – This Agreement shall not be construed more strictly against one
400 party than against the other merely by virtue of the fact that it may have been
401 prepared by one of the parties. It is recognized that both parties have
402 substantially contributed to the preparation of this agreement. Each party has
403 had an opportunity to review this Agreement with legal counsel.
- 404 34. **Counterpart and Copy Signatures** – The parties may execute this agreement in
405 counterpart and the same will be valid and legally enforceable as if all signatures
406 were executed in the same original. Copies of Party signatures shall be accepted
407 in the same manner as the original signatures of the parties.
- 408 35. **Entire Agreement** – This Agreement constitutes the entire agreement between
409 the parties hereto and supersedes all prior written or oral agreements,
410 understandings, or representations.

411 The City and The Operator have signed this Agreement as of the Effective Date.

412 **THE CITY OF HIGH SPRINGS, FLORIDA, a municipal corporation ("City")**

413 By: _____

414 Name: _____

415 Its: _____

416

417 **OPERATOR: SANTA FE CANOE OUTPOST**

418 By: _____

419

420

421

422

423 and

424

425 **By:** _____

426

427

428

429

430

431

432

433

EXHIBIT A

434

CITY OF HIGH SPRINGS REQUEST FOR PROPOSALS
FOR PROFESSIONAL OPERATING SERVICES AT
SANTA FE CANOE OUTPOST

435

436

437

EXHIBIT B

STANDARDS FOR THE
OPERATION AND MANAGEMENT OF
SANTA FE CANOE OUTPOST

I. GENERALLY:

The purpose of the Outpost is to create a recreational opportunity for canoeing, kayaking, stand-up paddleboarding and camping on the Santa Fe River, which will promote tourism within the City of High Springs and Alachua County. Pursuant to this Agreement, the Operator shall be responsible for the overall management, operations and maintenance of the Canoe Outpost and hosting and organizing day trips, overnight trips, full-moon trips, public events, group activities and custom excursions proposed by the Operator and approved by the City. The operation and management of the Outpost shall be carried out in accordance with the terms outlined in this Agreement as well as with the terms outlined in Exhibit A.

II. MANAGEMENT/OPERATIONAL CRITERIA

The Operator and City shall abide by the following guidelines in managing and operating the Outpost:

1.0 Events and Scheduling: The Operator shall manage and operate the Outpost in a manner that will attract individuals from the world to attend. The Operator's operation and management of such events shall include the following:

1.1 Handling reservations: Manage the Outpost schedule and organize reservations received from individuals and groups to utilize the Outpost facilities.

1.2 Subject to the Operator's primary right to use the Outpost, Operator shall provide access to the Outpost to the City so that the Outpost can be used for events that promote tourism. The Operator shall have the right of first refusal (over the right of the City) to use the Outpost for events that promote tourism; provided, however, at no time shall the right of the City to use of the Outpost be superior to the Operator's primary right to use of the Outpost.

1.3 Neither the Operator nor any subsidiary of the Operator will schedule events that directly compete for attendees with planned events to be held at the Outpost.

2.0 Promotions: The Operator shall establish a plan to promote the Outpost and tourism which may include:

474 **2.1** Informative website

475 **2.2** Strong social media presence

476 **2.3** Email marketing

477 **2.4** Customized offerings

478 **2.5** Unique experiences for all age groups

479 **3.0** Operations:

480 **3.1** The Operator shall have exclusive rights to provide concession services
481 at the Outpost; however, the Operator may choose not to provide
482 concession operations for events held at the Outpost.

483 **3.2** The Operator shall have the right to set fees for use of the Outpost
484 facilities, subject to review by the City.

485 **3.3** In operating the Outpost, if the Operator wishes to make major changes
486 to the Outpost, the Operator shall obtain the written approval by the
487 City before making such changes. The City Manager, on behalf of the
488 City, may issue such written permission. In the event the City wishes to
489 make major changes, it shall do so at City's expense. The parties shall
490 cooperate in the scheduling and timing of any construction that is
491 related to major changes so as to avoid interfering with Operator's
492 schedule of use of the Outpost. The parties shall ensure that any
493 changes to the Outpost remain in compliance with the regulations
494 outlined in the Alachua County Conservation Trust Grant as outlined in
495 Exhibit A.

496 **4.0 Maintenance:** The Operator shall be responsible for all maintenance, repairs,
497 and utilities, to the Outpost as follows:

498 **4.1** Grounds:

499 **4.1.1** The Operator shall be responsible for picking up all debris
500 within the entire Outpost and shall arrange for the removal
501 of trash and debris.

502 **4.1.2** The Operator shall take any necessary action to maintain
503 the Outpost grounds on a regular schedule, but no less
504 frequently than necessary to maintain the use and
505 aesthetics of the Outpost.

506 **4.1.2.1** The Operator shall regularly maintain the
507 landscaping at the Outpost entrance to ensure it
508 maintains a well-kept appearance. This includes
509 weed removal, addition of mulch when necessary,
510 and replacement of plantings when necessary.
511 Further, the Operator shall maintain the gates, flag
512 poles, flags, landscape / flag lighting, and Outpost
513 sign.

514 **4.2 Buildings:**

515 **4.2.1** The Operator shall maintain the interior and exterior of
516 buildings located at the Outpost in good repair and
517 cleanliness on an as needed basis as part of the general
518 maintenance of the Outpost.

519 **4.2.2** The Operator shall maintain Outpost restrooms in clean,
520 odor free, sanitary condition by providing janitorial services
521 regularly. The Operator shall provide the paper and cleaning
522 products for the restroom.

523 **4.3 Utilities:**

524 **4.3.1** The Operator shall pay all utility costs of the Outpost. The
525 Operator is responsible to establish utility accounts with
526 utility service providers and bear all costs related to
527 establishing those accounts.

528 **4.4** Duty to Repair and Maintain. During the term of this Agreement, it shall
529 be the duty of the Operator to repair, maintain or replace all facilities,
530 including fixtures and real property improvements, located at the
531 Outpost.

532 **4.5** Inspection. The City shall maintain the right to inspect the Outpost
533 during working hours and upon reasonable notice to the Operator to
534 ensure that the foregoing requirements are met.

535 **4.6** Operator shall maintain a log of all maintenance activities and provide
536 copies of said log to the City on a quarterly basis.

537 **5.0 Administration:**

538 **5.1 Customer Service:** The Operator shall:

539 **5.1.1** Promote exemplary customer service

5.1.2 Establish a method for customers to resolve operational problems and complaints. The Operator shall be the first contact for resolving customer problems. The Operator shall post reservation information, complaint procedures, and emergency contact information and phone numbers within the Outpost, as well as on the Outpost's website.

5.2 Health and Safety: The Operator shall:

5.2.1 Regularly inspect the Outpost for compliance with this Agreement.

5.2.2 Provide a method and forms to document and report incidents and accidents to the City; provided, however, such incidents and accidents shall be reported in no less than three (3) days.

5.2.3 Establish and post emergency response information.

5.2.4 Coordinate with the City for repairs to the Outpost as needed for health, safety and aesthetics, subject to the limiting terms of this agreement.

6.0 Reporting:

6.1 Provide to the City a monthly report to include:

6.1.1 Gross Revenues collected at the Outpost, including copies of all bank statements used by Operator to operate the Outpost.

6.1.2 Participation numbers

6.1.3 Summary of scheduled clinics and training events

6.1.4 Incident/Accident Reports

6.1.5 Breakdown of operating expense expenditures

6.1.6 Maintenance logs provided in Section 4.8 above.

6.2 Fully cooperate with the City's annual audit performed by a certified public accountant.

7.0 Other Terms

7.1 Comply with all additional terms as laid out in Exhibit A

EXHIBIT "B-1"
Schedule of Assets
of
Canoe Outpost of High Springs, LLC

Item Description	Quantity	Item Description	Quantity
Single Kayaks- Sit on Top	19	Camping Stoves	2
Single Kayaks- Sit in	24	30 Gal Dry Bags	4
Double Kayaks- Sit on Top	10	20 Gal Kobalt Compressor	1
Double Kayaks- Sit in	10	48" Utilitech Fan - New	1
Paddle Boards - River	12	6 Gal shop Vac	1
Paddle Boards - Flat	11	Frigidaire Chest Freezer	1
Canoes	81	GE Refrigerator	1
6-Rack Trailer	2	True Refrigerator Drink Cooler	1
8-Rack Trailer	3	Wood Stove	1
Canoe Paddles	150	Picnic Tables	4
Paddle Board Paddles	17	48" Element Flat Screen TV	1
Kayak Paddles	90	Revo 7-Camera Security System	1
Adult Life vests	210	Washing Machine (Apartment*)	1
Child Life Vests	45	Dryer (Apartment)	1
Seat Backs	44	Refrigerator (Apartment)	1
2000 Mazda B-Series Pickup	1	Oven/Stove (Apartment)	1
2007 Chevy Express G3500 Van	1	Window A/C Units (Apartment)	2
2000 GMC Savanna G3500 Van	1	Wood Burning Fireplace (Apartment)	1
2004 Ford Econo/Club Wagon Van	1	Telephone Number (386-454-2050)	1
2000 Ford Econo/Club Wagon Van	1	Web Domain (www.SantaFeRiver.com)	1
6' x 10' Utility Trailer	1	Chainsaws, hand tools, shovels, etc.	misc.
Sleeping Bags	9	Miscellaneous office décor & supplies	misc.
Camping Dry Boxes	3	All social media accounts associated	
2-Man Tents	3	with Canoe Outpost	

* Apartment located adjacent to Sellers' operating offices located on the Properties.

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SANTA FE CANOE OUTPOST CONSERVATION EASEMENT

BASELINE DOCUMENTATION REPORT

Prepared by
Alachua Conservation Trust

OCTOBER 2021



SANTA FE CANOE OUTPOST CONSERVATION EASEMENT

ALACHUA COUNTY PARCEL:

00157-001-004

TOTAL: 2.4 +/- ACRES

Prepared by
Alachua Conservation Trust

7204 SE CR 234
Gainesville, FL 32641
352 . 373 . 1078



CONSERVATION EASEMENT STEWARDSHIP PROGRAM

The responsibilities of the Conservation Easement Stewardship Program at Alachua Conservation Trust include preparing baseline documentation reports, annual monitoring of properties protected by conservation easements, maintaining records, tracking changes in land ownership of protected properties, answering landowner questions, interpreting approved permitted activities on protected properties, and correcting violations through voluntary compliance or, if necessary, legal proceedings.

This baseline documentation report was created to be a reference in the future for the condition of the property at the time of the assignment and transfer of the easement. It captures the conservation values and public benefits of the easement and documents the condition of the natural resources and human impacts on the property.

At a minimum, this Baseline Documentation Report contains the following information:

- Description of the condition and uses of the property
- Description of natural resources
- Property location map
- USGS topographic map
- Aerial photo map
- Photo point map
- Photographic documentation from the time of the Grant
- Copy of the Conservation Easement including the recorded conservation easement map
- Signed Acknowledgement of Baseline Documentation Report

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ACKNOWLEDGEMENT OF BASELINE DOCUMENTATION

I Grantor, have signed this Baseline Documentation Report with the understanding and agreement that this report will be used for, but not limited to, monitoring the property depicted and described in this Report for compliance with the Conservation Easement granted to Alachua Conservation Trust, Inc., signed by me. I have read this Report and understand it. I agree that this Report, including the maps and photographs, accurately describes and depicts the physical features, relevant site conditions, and current structures and land uses on my property conserved by the Grant. I affirm that there are no activities ongoing on my property that are inconsistent with the Grant.

Grantor:

The City of High Springs,
a Florida municipality

Signature

Date

Signatory Name (Printed)

Signatory Title

Acknowledged by:

Tom Kay
Executive Director
Alachua Conservation Trust, Inc.

Date

LANDOWNER CONTACT INFORMATION

CONTACT: The City of High Springs, a Florida municipality

PHONE NUMBER: 386-454-1416

MAILING ADDRESS: 23718 W. US Hwy 27, High Springs, FL 32643

INTRODUCTION

The purpose of this baseline documentation is to describe the physical and biological attributes and current uses of the Santa Fe Canoe Outpost Conservation Easement Property (Property) on which the development rights and a perpetual conservation easement were granted and assigned to Alachua Conservation Trust, Inc. (ACT) and recorded in Alachua County public records in October of 2021. A copy of the recorded Conservation Easement is attached as “**EXHIBIT A**” to this document.

In order to ensure that this report represents the conditions on the ground at the time of the granting of the easement, all data and photographs were collected on a site visit to the Santa Fe Canoe Outpost Property on August 5, and October 22, 2021. The report, digital photographs, and maps were all prepared by ACT staff.

DESCRIPTION AND CURRENT LAND USE

The Santa Fe Canoe Outpost Conservation Easement Property is a 2.4+/- acre property in Alachua County, Florida. The Property consists of one parcel (00157-001-004) and is located approximately one mile north of High Springs, Florida, adjacent to the county boundary and Santa Fe River to the north, and to US Hwy 27 to the east. The Property is presently owned by the City of High Springs, a Florida municipality, the Grantor of the Conservation Easement. The granting of this Conservation Easement occurred on _____, 2021.

The Property includes floodplain forest and riverbank along the Santa Fe River, an Outstanding Florida Water, designated worthy of special protection because of its natural attributes. The property provides important public access to the river for low impact recreation and ecotourism. The minimally developed nature of this Property provides ecological benefit to the river ecosystem. The owners consider the conservation of the river, wetlands and karst features of primary importance.

PURPOSES OF THE GRANT OF CONSERVATION EASEMENT

The purpose of the conservation easement is to preserve the natural property owned by the City of High Springs and to prevent future development on the site. This Property is located in the Cow Creek - Santa Fe River watershed. The maintenance of this property in its natural state protects the riparian land along the Santa Fe River from scouring and erosion, protects surface water quality, and provides wildlife habitat. Consequently, the conservation of this Property is important to the hydrologic health of the Santa Fe River.

The conservation easement meets the “conservation purpose” as defined by IRC § 170 through “the preservation of land areas for outdoor recreation by, or the education of, the general public,” “the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” and “the preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local government conservation policy, and will yield a significant public benefit.”

Article II of the Conservation Easement states that “[t]he purpose of this Easement is to ensure that the Property will be retained forever in its natural, scenic, and open space condition to provide a scenic and wildlife sanctuary while permitting the owners to engage in activities to protect or improve the recreational, educational, and ecological value of the property and other pursuits guided by the [Conservation Purposes contained within the Easement].”

CONSERVATION VALUE

Conservation Values specifically mentioned in the Easement include:

- Protection of unique and fragile natural ecosystem associated with the Santa Fe River
- Protection of the scenic, open, natural, and rural character of the landscape
- Protection of surface water quality, the Floridan Aquifer, wetlands, springs and riparian areas
- Protection of wildlife habitat and native plant communities suitable to support threatened and rare species

These are the “Conservation Values.” The Grantors intend that the Purpose of the Easement will confine the use of the Property to such activities that are consistent with the Conservation Values.

PUBLIC BENEFITS

The Public Benefits of the perpetual Conservation Easement described in this document include but are not limited to:

- Provide an area for outdoor passive recreation and enjoyment of nature, including paddle sports, hiking, wildlife observation, and camping along the Santa Fe River;
- Provide an area for conservation management in the Santa Fe River Watershed area and buffer from more intense urban development;
- Protection of riparian land along the Santa Fe River, including but not limited to protection against scouring and erosion; and,
- Maintenance of the value of the resource in avoiding land fragmentation

NATURAL RESOURCES

The Santa Fe Canoe Outpost Property is located on the south bank of the Santa Fe River and comprises developed upland habitat, alluvial forest and ~114 feet of riverbank, with habitat for a multitude of wildlife species.

Alluvial forest is a seasonally inundated swamp which accommodates overflow from the river during high water conditions. Canopy trees include Florida maple (*Quercus geminata*), laurel oak (*Quercus laurifolia*), baldcypress (*Taxodium distichum*), ironwood (*Carpinus caroliniana*), sweetgum (*Liquidambar styraciflua*), water hickory (*Carya aquatica*), and hackberry (*Celtis occidentalis*) commonly growing with poison ivy (*Toxicodendron radicans*) and other vines. Occasional grasses and forbs emerge when the water level recedes. This habitat covers much of the northern half of the parcel and provides habitat for wading birds as well as other small birds and birds of prey that utilize the canopy. This natural area serves as a refuge to numerous reptiles, amphibians and small mammals as well.

The property currently has no apparent invasive plant issues and provides canopy cover throughout the parcel. Large trees on the riverbank provide protection from scouring and erosion.

PHYSICAL IMPROVEMENTS

This property is moderately developed for an ecotourism business. There are several canoe/kayak racks and unimproved launch sites along the river bank as well as a floating dock. In the early 1980's, a canal was trenched wouthward from the river and persists as well as a boardwalk along it that allows walking access to the riverbank. Three designated primitive camp sites each consist of a stone fire ring, a picnic table, and cleared area for tents. There is an unpaved driveway that loops around the building and provides parking for visitors south of the building.

All current infrastructure may be maintained, improved and reconstructed with the approval by the Grantee. An additional bathroom facility may be constructed, up to 720 ft², within the building envelope (see Map 4, p. 9 of this document).

Main Building/ Office- 1260 ft²

Barbeque Shed- 294 ft²

Boardwalk- 210 ft

Dock- 240 ft²

QUALIFICATIONS AND SIGNATURE OF PREPARER

Grace Howell, Conservation Projects Coordinator

Grace has worked for ACT as a Land Management Specialist and Conservation Projects Coordinator since 2017 and previously worked for the City of Gainesville for nine years as a land manager, biologist and environmental educator. She holds a Bachelor of Science in Natural Resource Conservation from the University of Florida.

Signature of Preparer: _____ Date: _____

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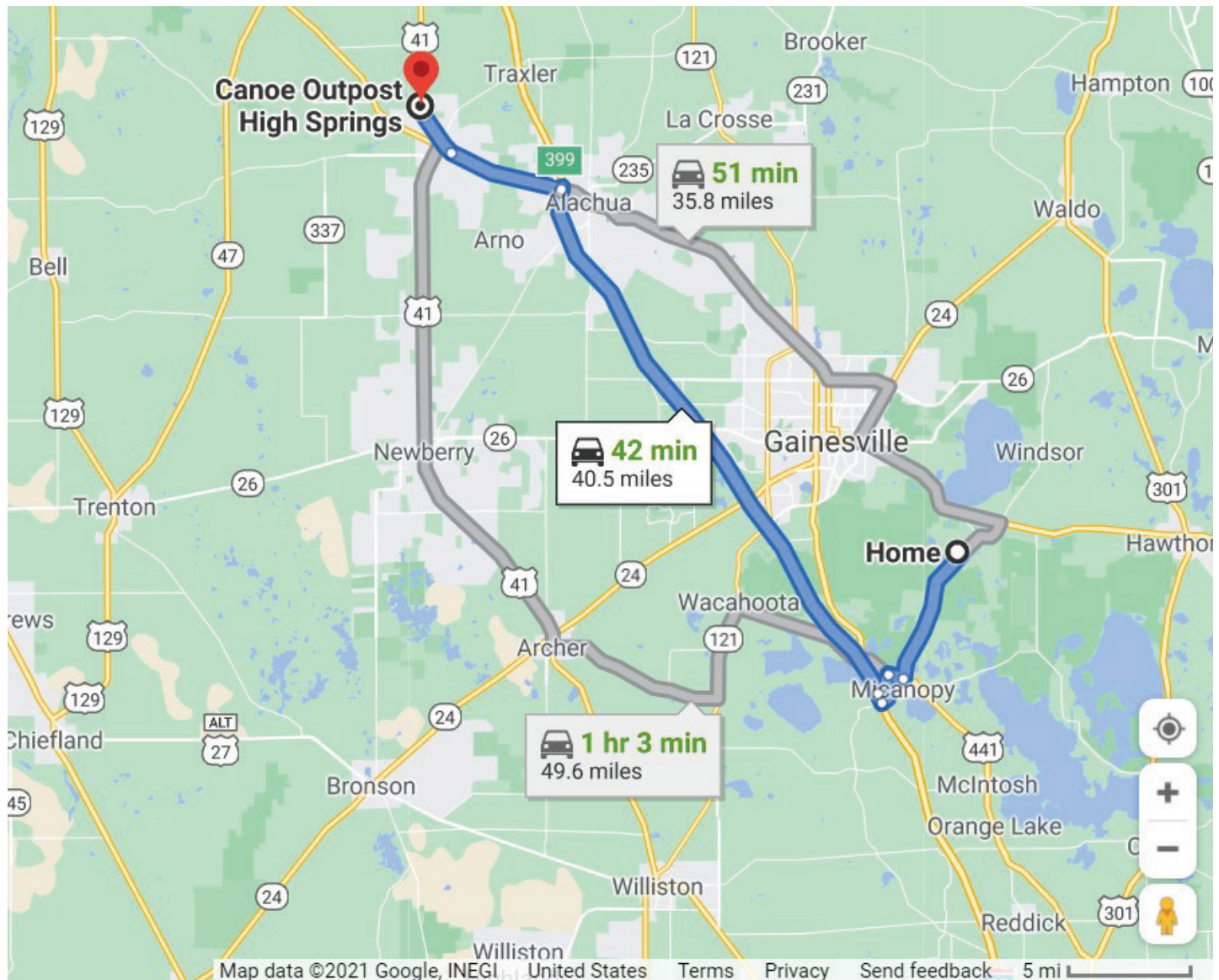
MAP 8— SOILS 13

MAP 9— LANDCOVER 14

MAP 10—ELEVATION 15

MAP 11---USGS TOPOGRAPHIC 16

Map 1. Driving Directions




Driving directions from Prairie Creek Lodge:

- Get on I-75 N from Co Rd 234 (8.4 miles)
- Follow I-75 N to US-441 N/ MLKing Blvd in Alachua. Take exit 399 from I-75 (25.0 miles)
- Continue on M L King Blvd Drive to US 41 N/ US-441 N (7.1 miles)
- Canoe Outpost on the left at 21410 US- 441 N.

Map 2. Aerial



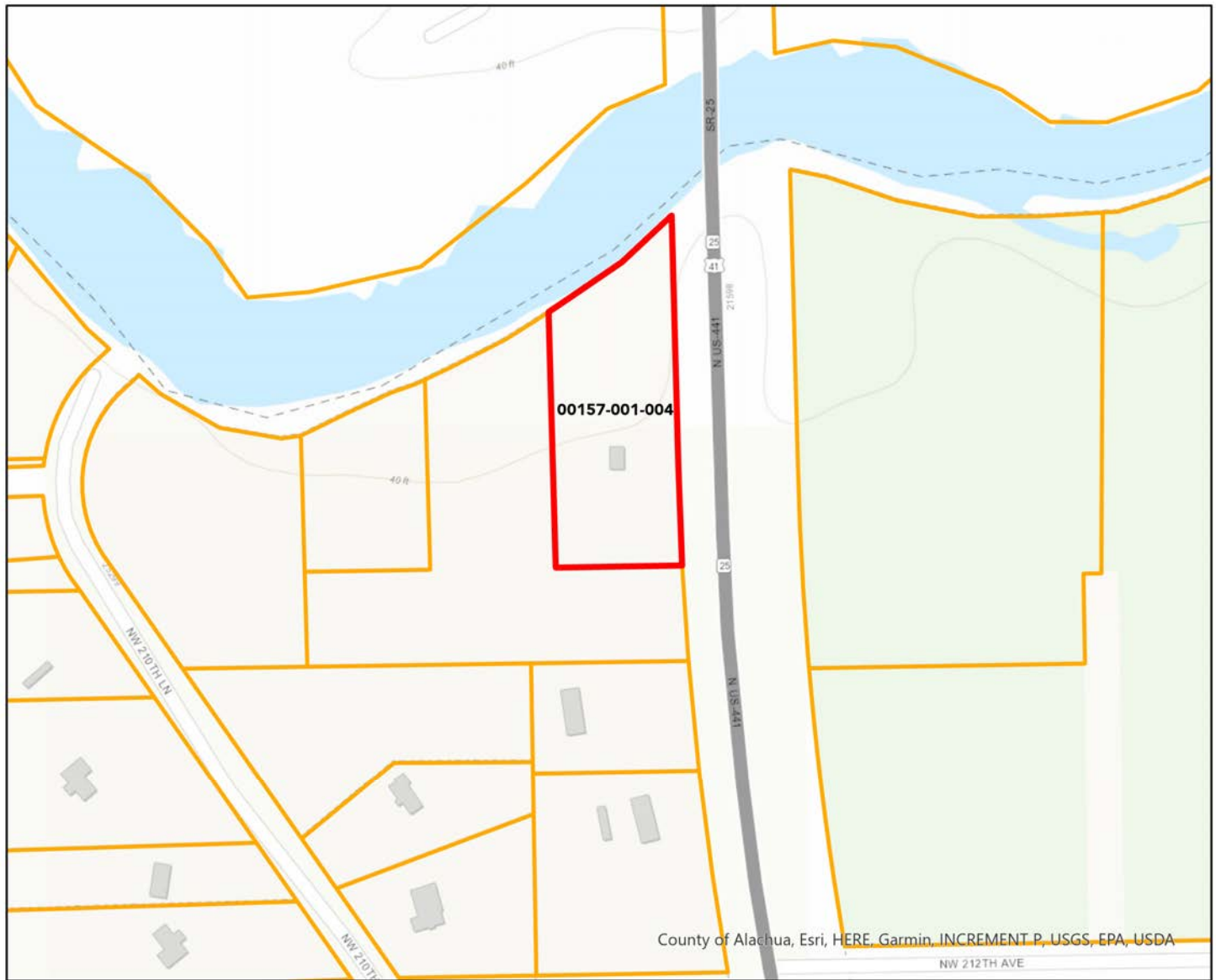
 Santa Fe Canoe Outpost



0 0.01 0.02 Miles




Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 3. Tax Parcels (Alachua County)



-  Canoe Outpost
-  Alachua County Tax Parcels



Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 4. Existing Infrastructure



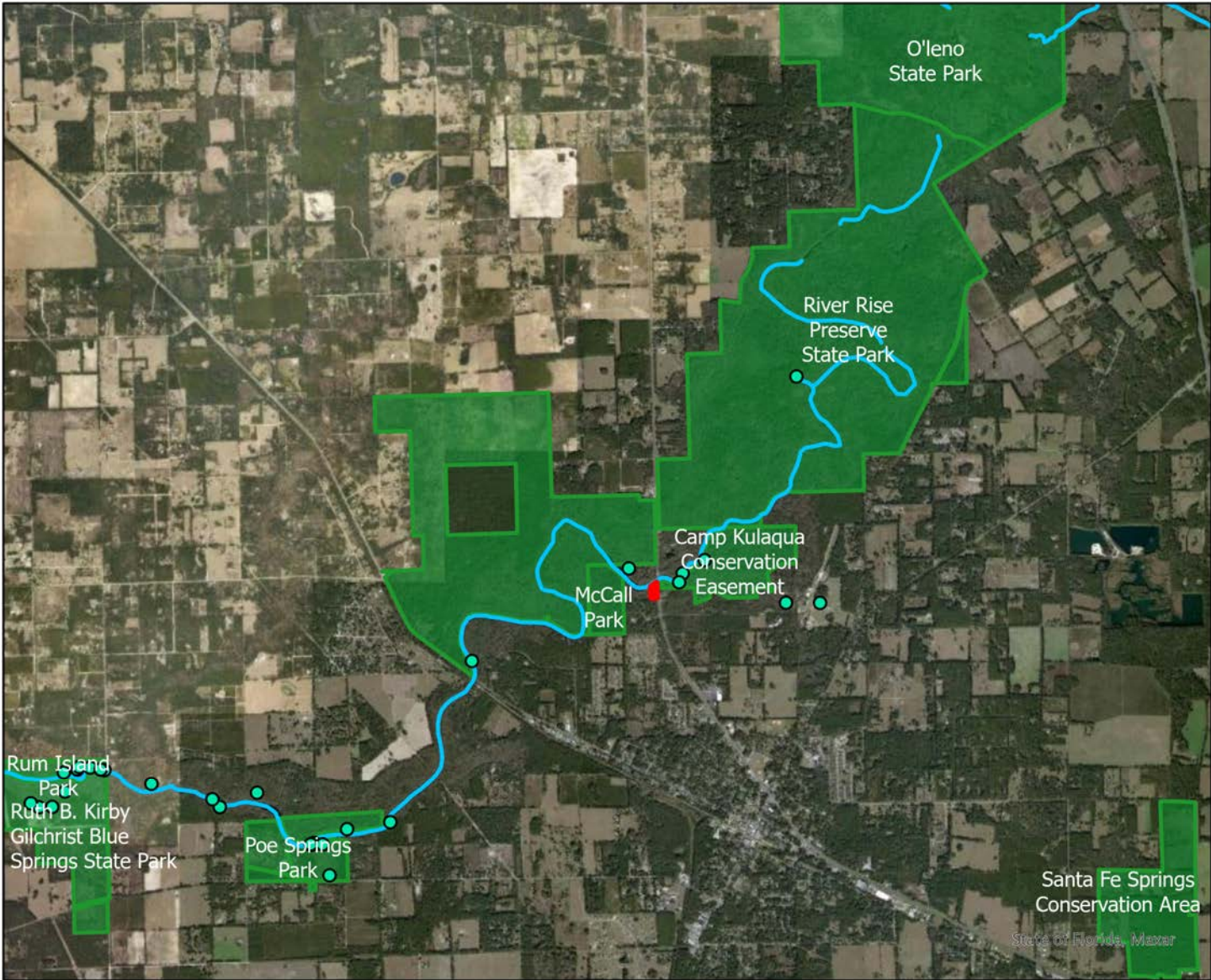
- ▬ Santa Fe Canoe Outpost Parcel Boundary
- ▬ Building Envelope
- ▬ Existing Structures
- ▬ Dock
- ▬ Boardwalk
- ▴ Campsites
- Outdoor Shower

0 0.01 0.02 Miles



Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 5. Regional Conservation Lands

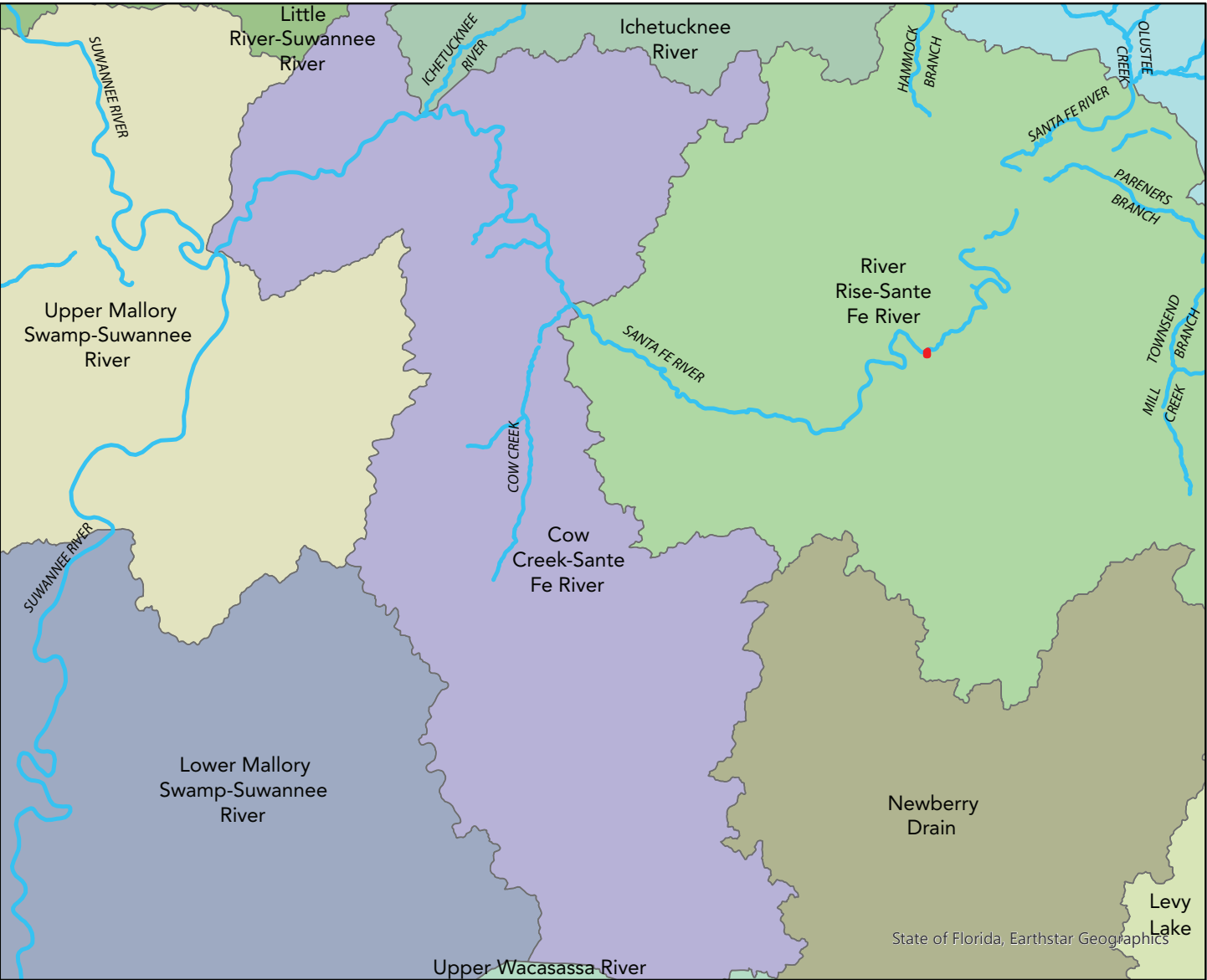


-  Santa Fe Canoe Outpost
-  Conservation Lands
-  Santa Fe River
-  Springs



Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 6. Watersheds



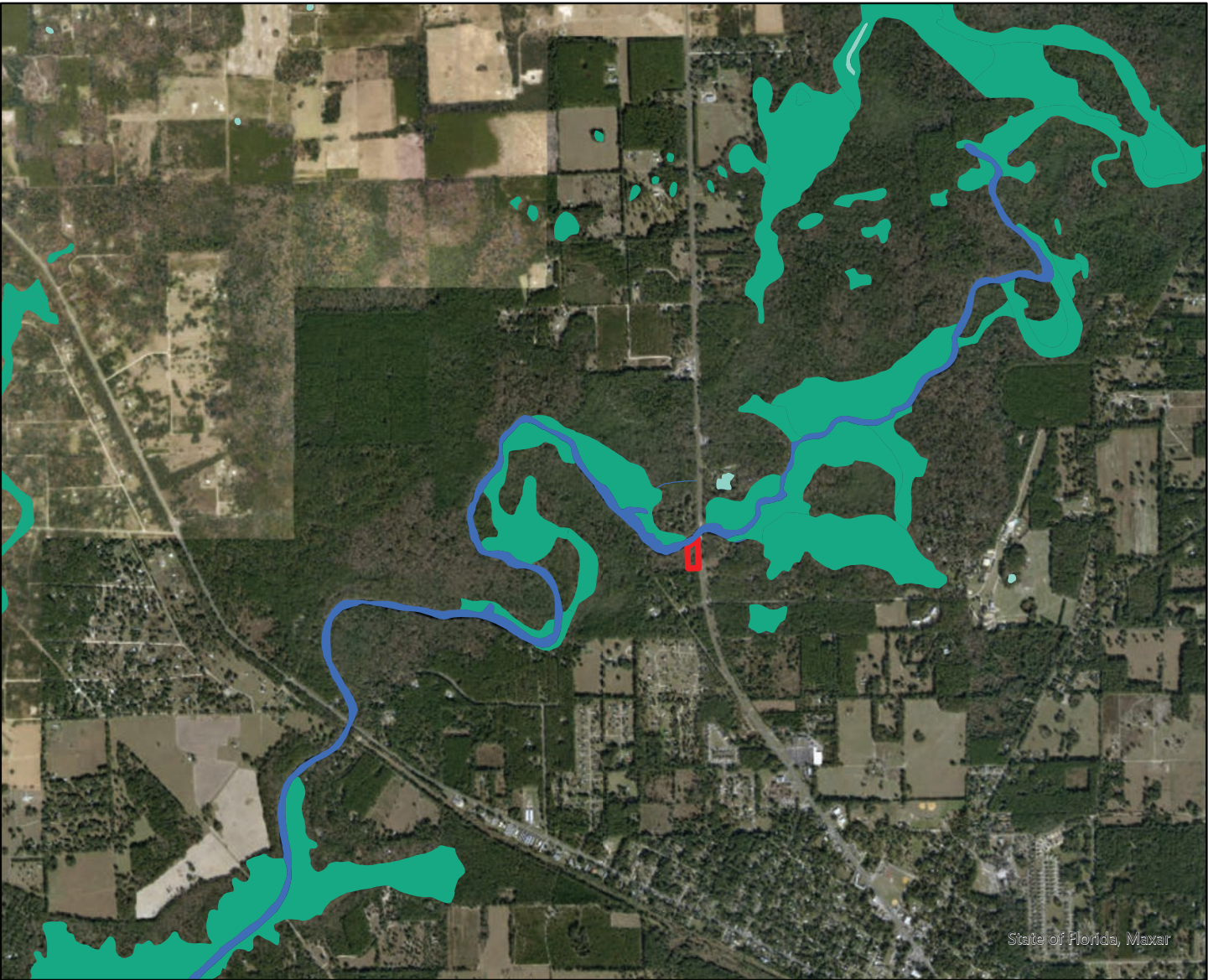
- Santa Fe Canoe Outpost
- Rivers and Creeks
- Watersheds (HUC 10)
 - COW CREEK-SANTA FE RIVER
 - ICHETUCKNEE RIVER
 - LEVY LAKE
 - LITTLE RIVER-SUWANNEE RIVER
 - LOWER MALLORY SWAMP-SUWANNEE RIVER
 - NEWBERRY DRAIN
 - OLUSTEE CREEK-SUWANNEE RIVER
 - RIVER RISE-SANTA FE RIVER
 - UPPER MALLORY SWAMP-SUWANNEE RIVER
 - UPPER WACASASSA RIVER





0 2 4 8 Miles

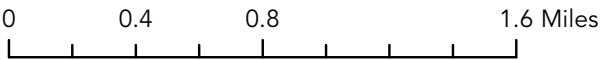


Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 7. Wetlands



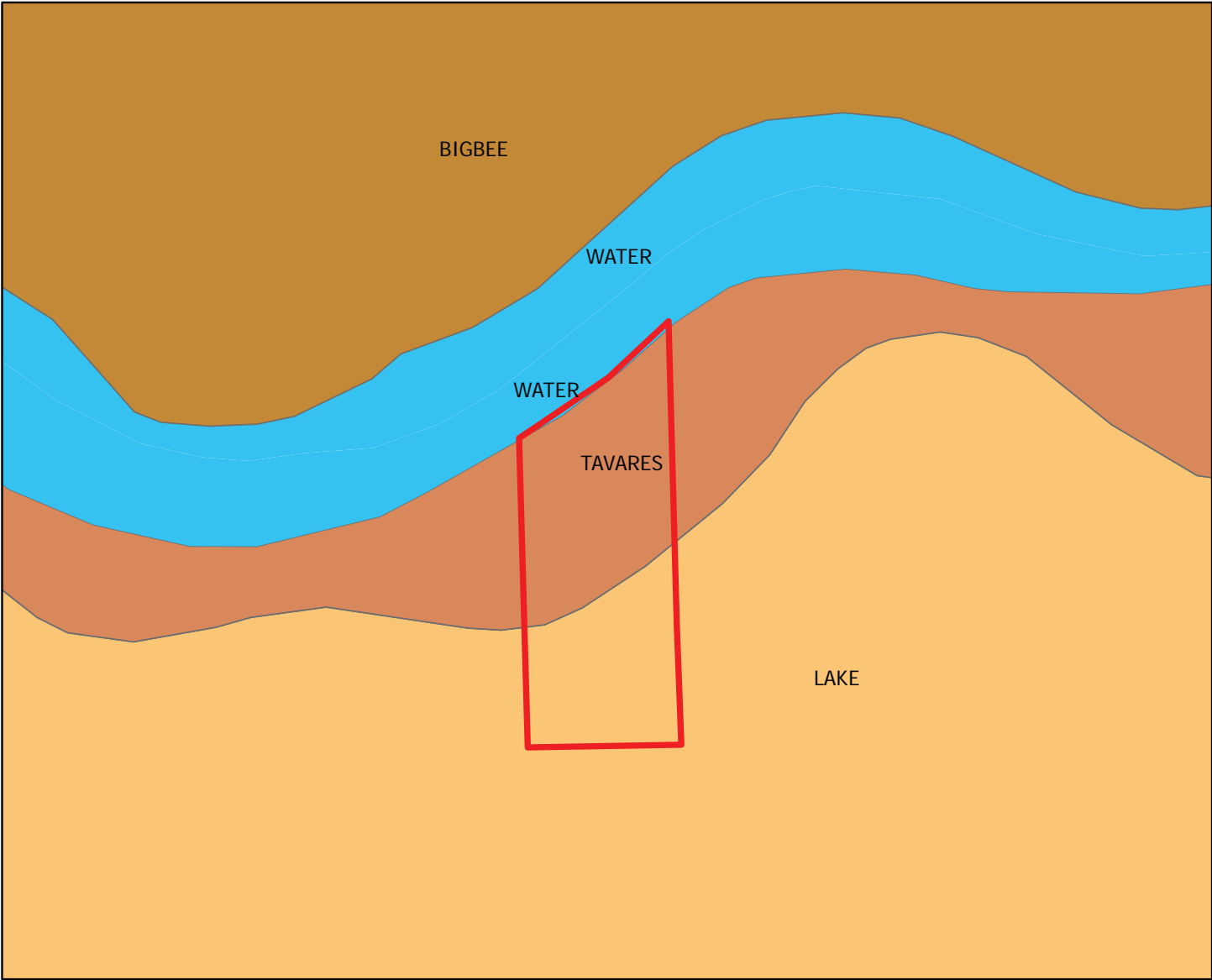
-  Santa Fe Canoe Outpost
- Wetland Type (National Wetlands Inventory)
 -  RIVERINE
 -  FRESHWATER FORESTED/SHRUB WETLAND
 -  FRESHWATER POND



Map prepared by Alachua Conservation Trust
Not survey accurate 2021







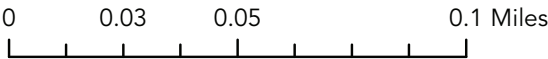
Map 8. Soils



 Santa Fe Canoe Outpost Boundary

Soil Type:

-  BIGBEE FINE SAND
-  LAKE FINE SAND, 0 TO 5 PERCENT SLOPES
-  TAVARES SAND, 0 TO 5 PERCENT SLOPES
-  WATER



Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 9. Landcover



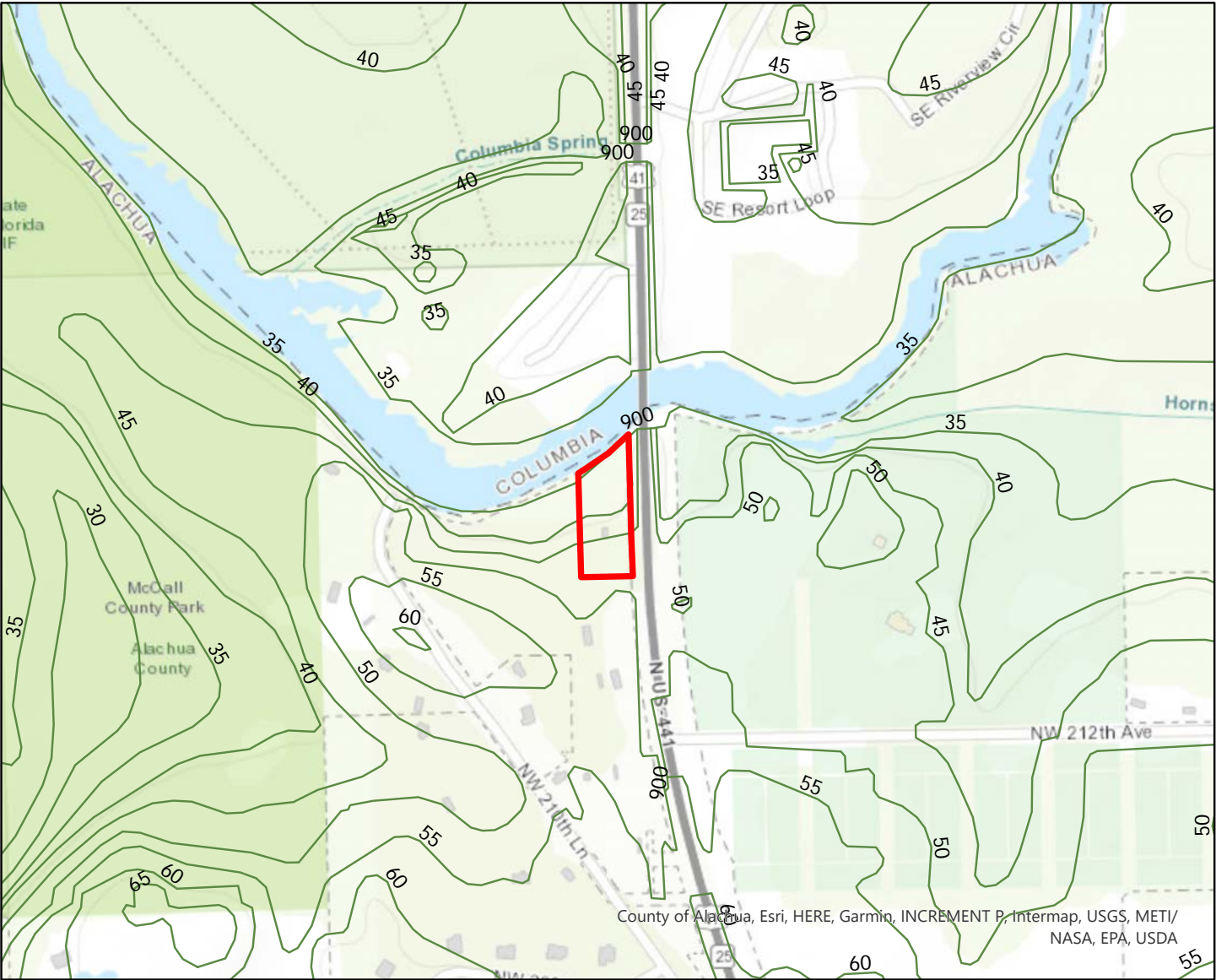
- Santa Fe Canoe Outpost
- Landcover
- Herbaceous (Dry Prairie)
 - Upland Hardwood Forests
 - Upland Mixed - Coniferous / Hardwood
 - Streams and Waterways
 - Major Springs
 - Mixed Wetland Hardwoods
 - Roads and Highways
 - Auto Parking Facilities (When not directly related to other land use)



0 0.03 0.05 0.1 Miles

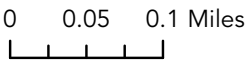


Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 10. Elevation

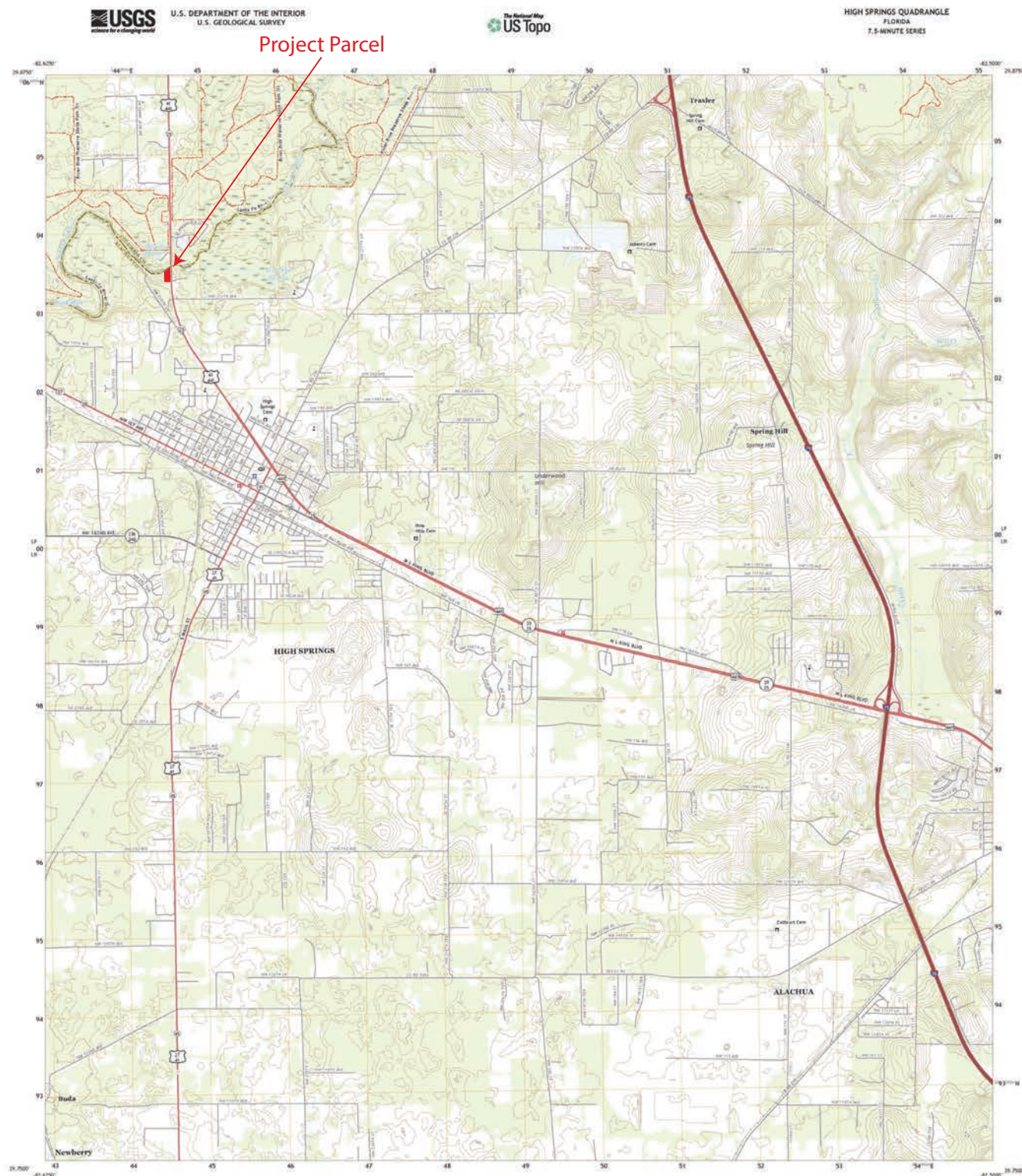


-  Santa Fe Canoe Outpost
-  Elevation, 5 ft contours



Map prepared by Alachua Conservation Trust
Not survey accurate 2021

Map 10. USGS Topographic Map



Produced by the United States Geological Survey
 North American Datum of 1983 (NAD83)
 Vertical Datum: Mean Sea Level (MSL)
 This map is not a legal document. Boundaries shown are for informational purposes only. Users should consult the appropriate government agency for legal boundaries.



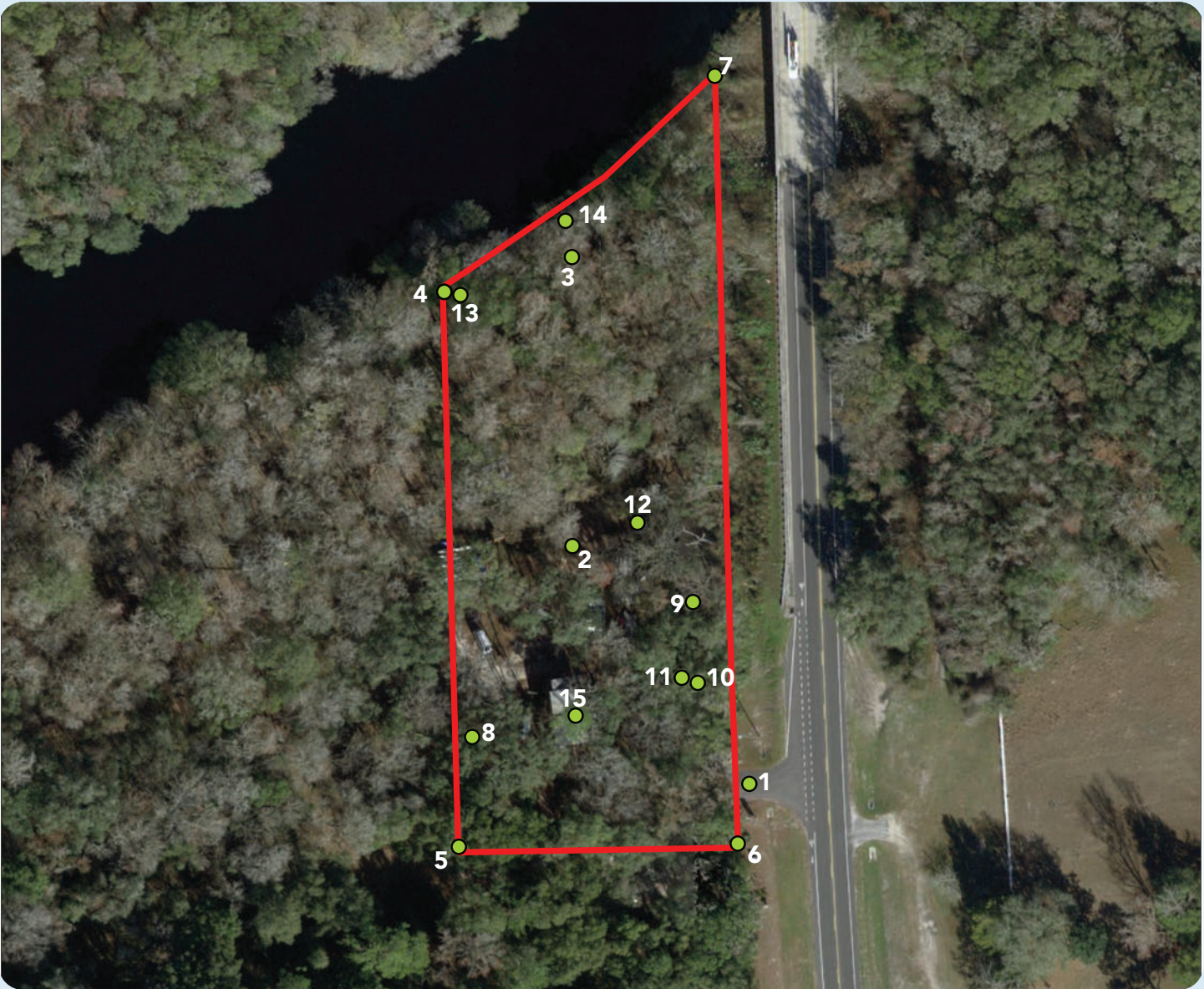
1	2	3	4	5	6	7	8	9	10	11	12
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1	2	3	4	5	6	7	8	9	10	11	12



ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Feeder	US Road
Interstate Route	State Route

HIGH SPRINGS, FL
 2021



PHOTO DOCUMENTATION SECTION
38 photos (TOTAL)



-  Santa Fe Canoe Outpost Parcel Boundary
-  Photopoint



0 0.01 0.03 Miles

Map prepared by Alachua Conservation Trust
Not survey accurate 2021





Point 1W: Driveway entrance facing west

Point 1S: Driveway entrance facing south

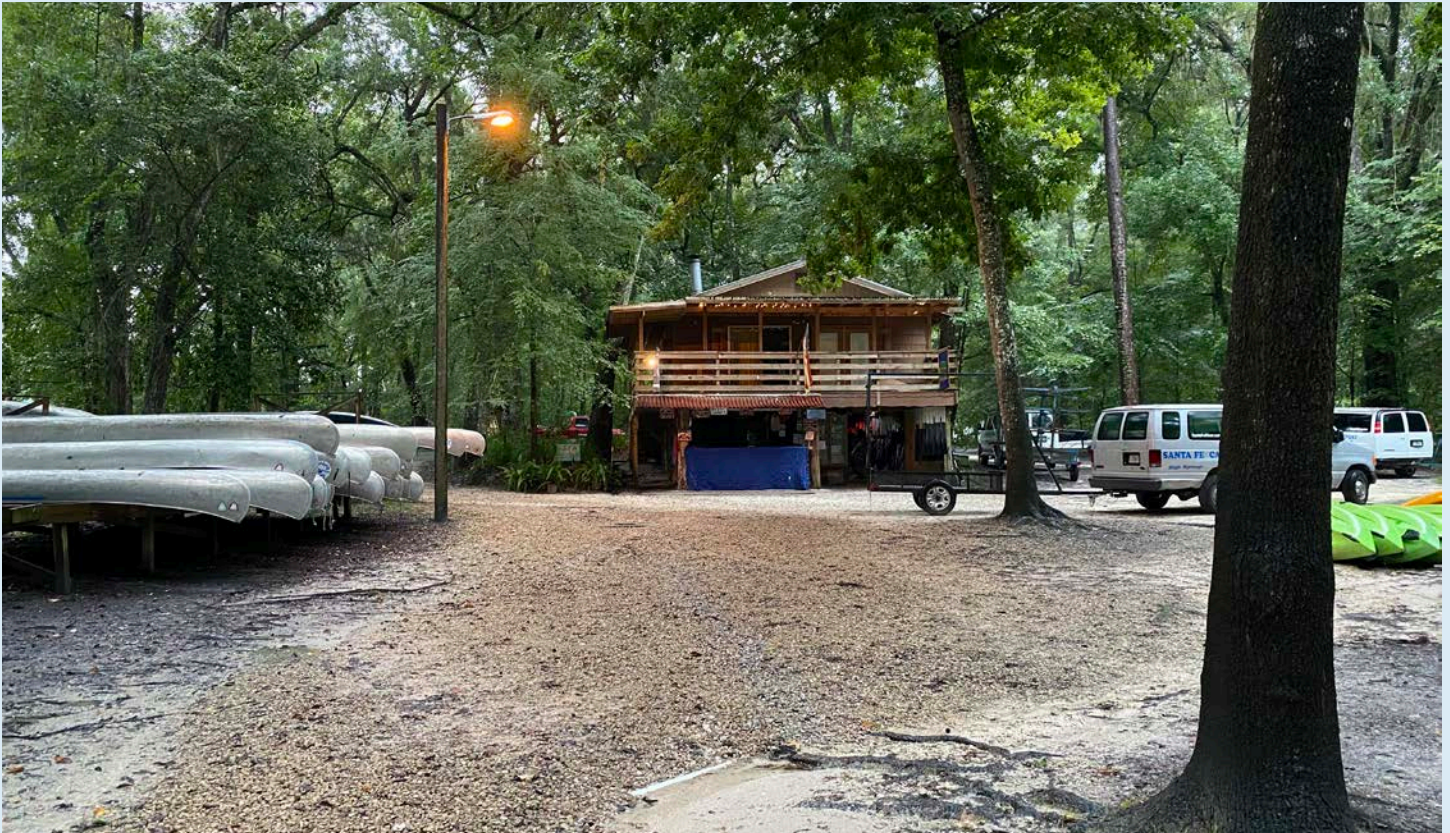




Point 1N: Driveway entrance facing north

Point 2N: Facing north, showing boardwalk through floodplain and canal to the right

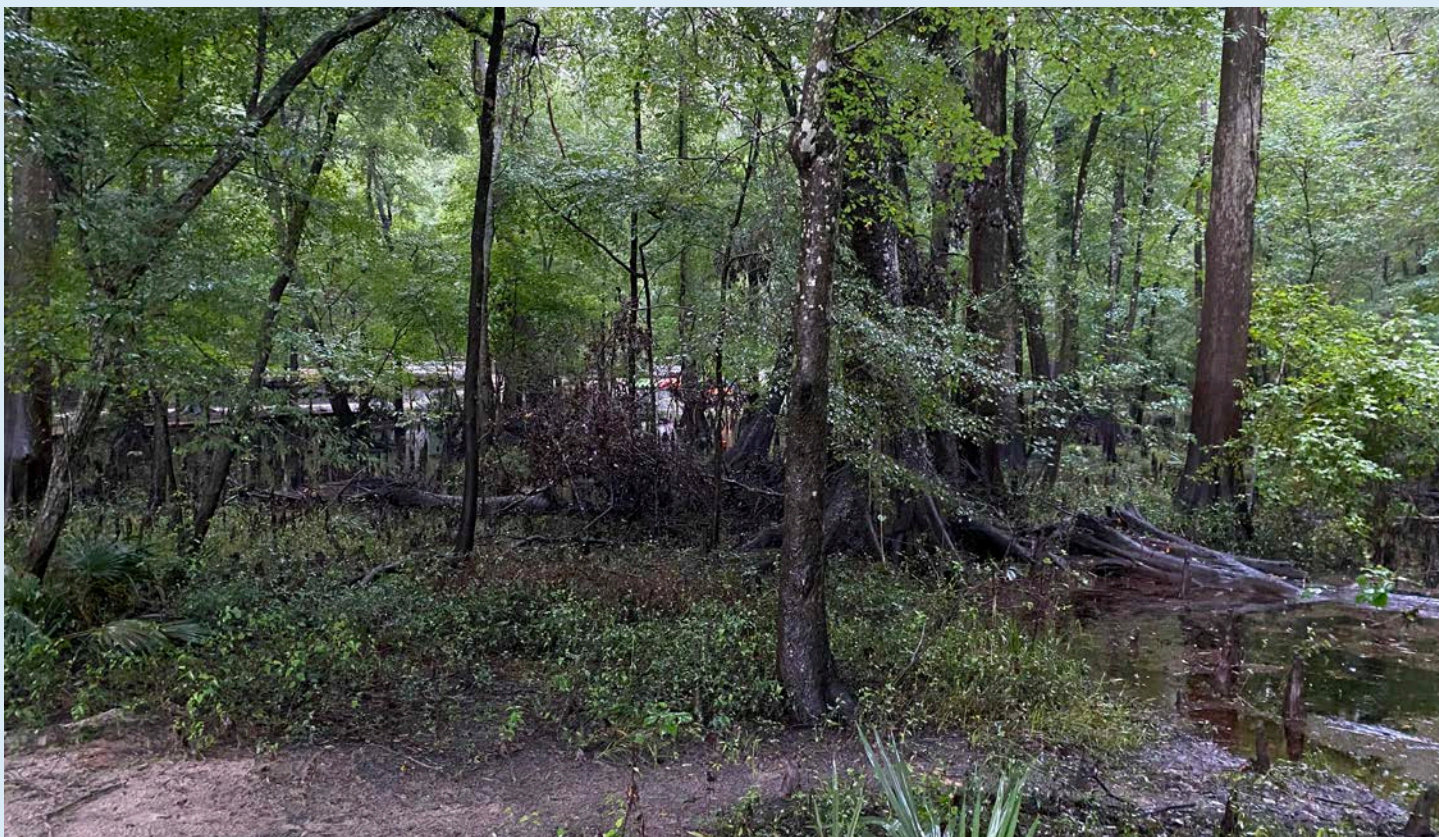




Point 2S: Facing south, showing north side of main building.

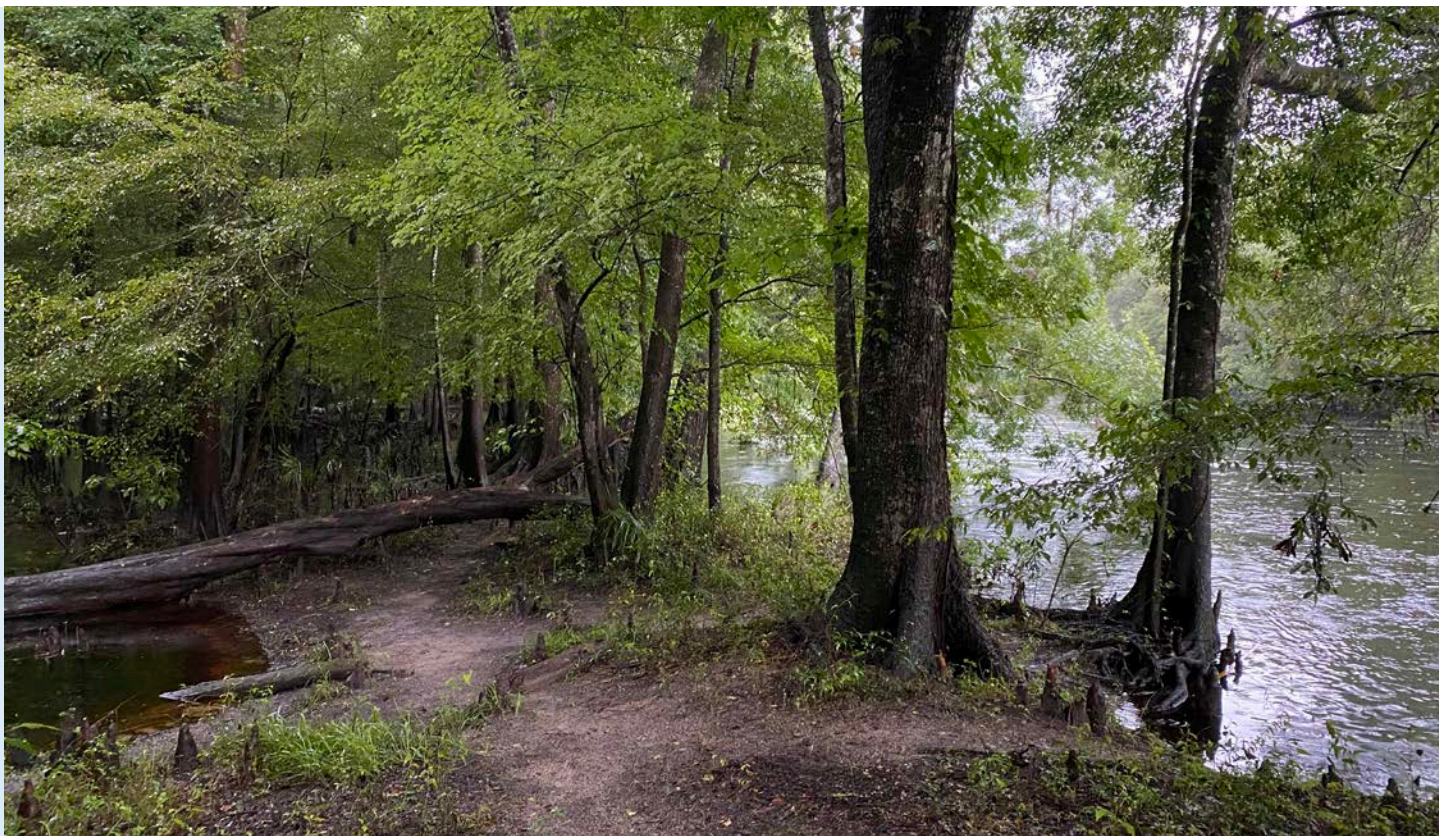
Point 3S: Facing south, showing boardwalk through floodplain and canal to the left

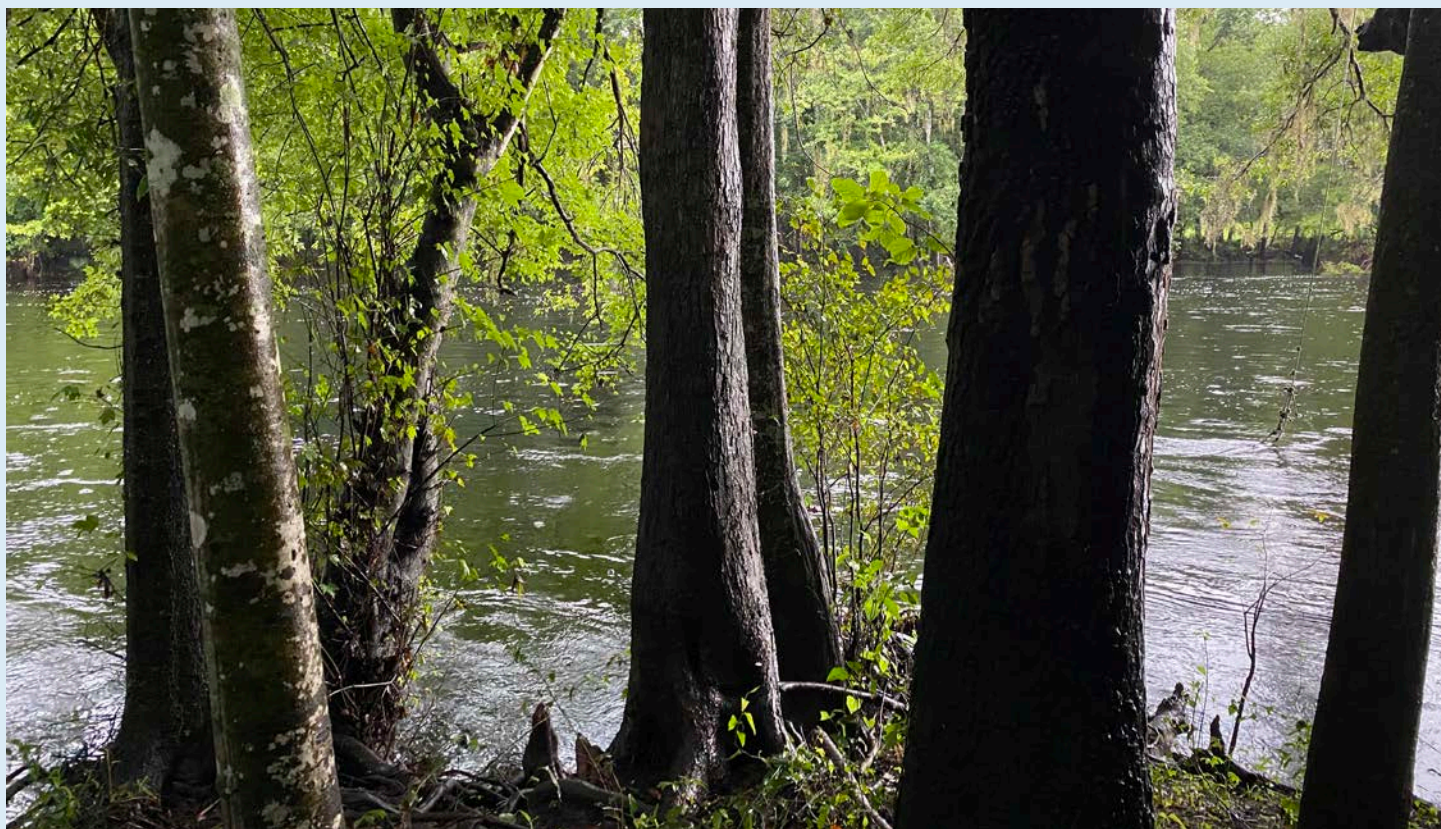




Point 4S: NW corner facing south

Point 4W: NW corner facing west





Point 4N: NW corner facing north

Point 4E: NW corner facing east





Point 5N: SW corner facing north

Point 5E: SW corner facing east





Point 5S: SW corner facing south

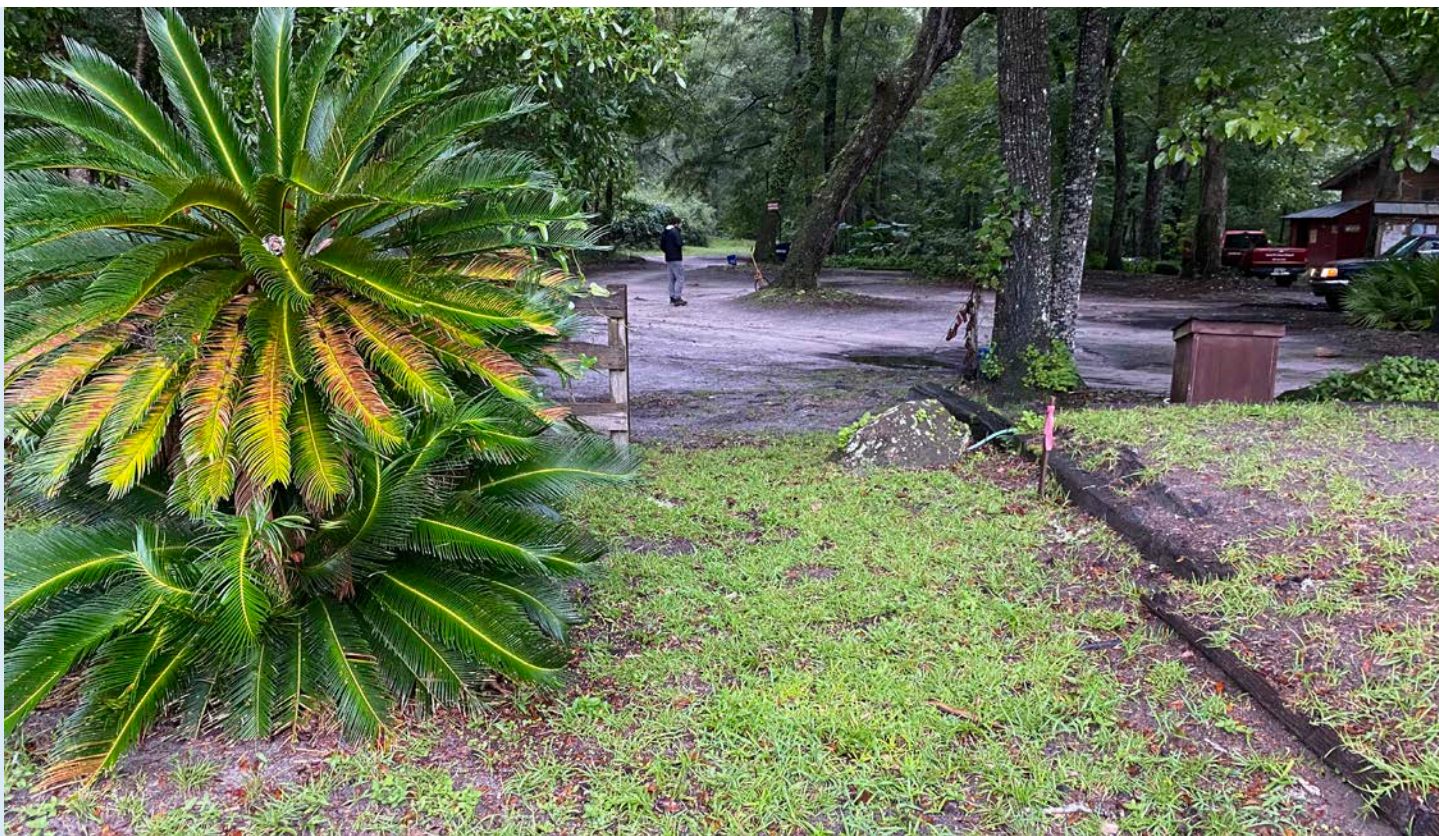
Point 5W: SW corner facing west





Point 6N: SE corner facing north

Point 6W: SE corner facing west





Point 6S: SE corner facing south

Point 6E: SE corner facing east

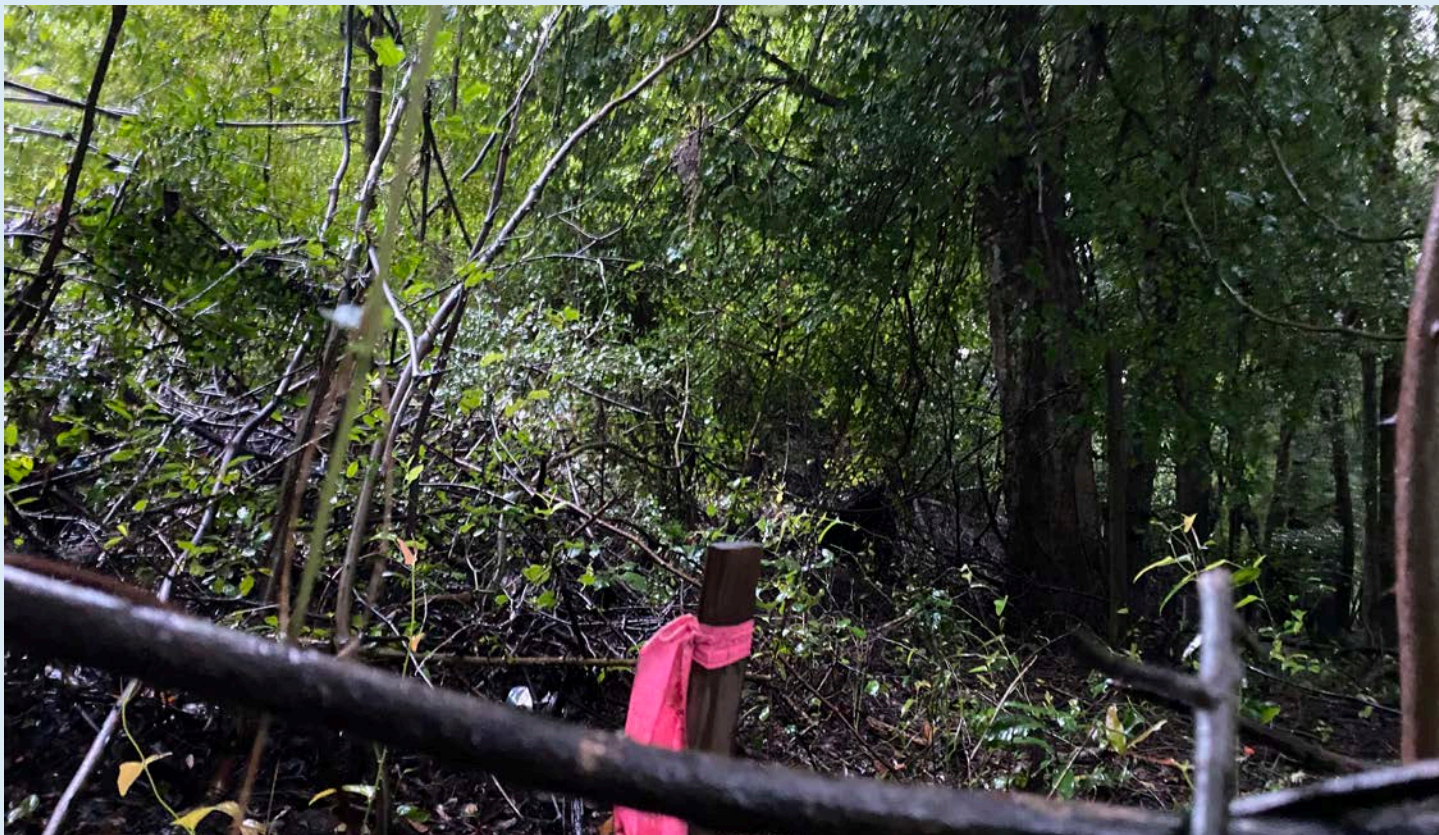




Point 7N: NE Corner facing north

Point 7E: NE Corner facing east





Point 7S: NE Corner facing south

Point 7W: NE Corner facing west





Point 8W: Outdoor shower on western edge of property

Point 9E: Picnic lounge shed on eastern edge of property, facing east





Point 9N: Picnic lounge shed on eastern edge of property, facing north

Point 10E: Wood shed on east edge of property, facing east





Point 11N: Campsite at southeastern side of property, facing north

Point 12N: Campsite at east central side of property, facing north





Point 13S: Campsite at NW corner of property along river, facing south

Point 14N: Floating dock at north property boundary along the Santa Fe River





Point 14S: Canal from North property line at river.

Main building from SW corner, showing bathroom addition.





Main building from NW corner, looking south, showing driveway that wraps around building.

Main building from NW corner, looking east, showing porch and storage below.





Point 15N: South side of main building

Point 15E: West side of main building





Point 15S: North side of main building

Point 15W: East side of main building



EXHIBIT A: DEED OF CONSERVATION EASEMENT

Santa Fe Canoe Outpost Conservation Easement, Alachua County

This instrument prepared by and returned to:
Thomas Kay, Esq.
Alachua Conservation Trust, Inc.
7204 SE County Road 234
Gainesville, FL 32641

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of October, 2021 by City of High Springs, a Florida municipal corporation (the “City”), having an address at 23718 W US Hwy 27, High Springs, Florida 32643 (“Grantor”) in favor of the **Alachua Conservation Trust, Inc.**, a Florida non-profit corporation, whose address is 7204 SE County Road, Gainesville, Florida, 32641 (“Grantee”).

The term “Grantor” includes City of High Springs, and shall include the singular and the plural, and the heirs, successors, and assigns of Grantor, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor and their heirs, successors, and assigns.

The term “Grantee” shall include the singular and the plural, and the heirs, successors, and assigns of Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantee and its heirs, successors, and assigns.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the “Property”).

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity or future subdivision of the Property.

C. The specific conservation values of the Property are documented in the “Baseline Inventory Report for the Santa Fe Canoe Outpost Conservation Easement Tract in Alachua County, Florida” (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of the Grantee and is incorporated by this reference. A copy of the Baseline Documentation is available upon request. Exhibit “B” is a copy of a map of the Property as contained within the Baseline Documentation.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition, and Grantee is an accredited land trust that complies with the Standards and Practices of the Land Trust Alliance.

E. Grantee is a tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

F. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation, scenic, and recreational values of the Property, as more fully explained below, for the benefit of this generation and the generations to come.

G. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, and that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement have been considered by Grantor in granting this Easement and by Grantee in accepting it.

NOW THEREFORE, to achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including without limitation the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity upon, over, under, and across the Property of the nature and character and to the extent hereinafter set forth ("Easement").

ARTICLE I. INCOPRATION OF RECITALS; DURATION OF EASEMENT

Grantor and Grantee agree the foregoing recitals are true and correct, and said parties incorporate the Recitals herein by reference. This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable as provided herein against Grantor, Grantor's personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF EASEMENT

The purpose of this Easement to ensure that the Property shall be retained forever in its scenic, and open space condition to provide a scenic and wildlife sanctuary while permitting the owners to engage in activities to protect or improve the recreational, educational, and ecological value of the property and other pursuits guided by the following principles:

- Protection of the unique and fragile ecosystem associated with the Santa Fe River;
- Protection of the scenic, open, natural, and rural character of the landscape;
- Protection of surface water quality, the Floridan Aquifer, wetlands, springs and riparian areas;
- Protection of wildlife habitat and native plant communities suitable to support threatened and rare species;
- Provide an area for outdoor passive recreation and enjoyment of nature, including paddle sports, hiking, wildlife observation, and camping along the Santa Fe River;
- Provide an area for conservation management in the Santa Fe River Watershed area and buffer from more intense urban development;
- Protection of riparian land along the Santa Fe River, including but not limited to protection against scouring and erosion; and,
- Maintenance of the value of the resource in avoiding land fragmentation;

The above purposes are hereinafter sometimes referred to as “the Conservation Purposes.” Grantor intends that this Easement shall confine the use of the Property to such activities as are consistent with the purpose of this Easement.

ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the Conservation Purposes of this Easement, the following rights are hereby granted, conveyed, relinquished, released, quit claimed, and transferred from Grantor to Grantee:

A. The right to enforce the terms of this Easement, to accomplish the Conservation Purposes, and protect the conservation values of the Property;

B. The rights to all future residential, commercial, industrial, and incidental development or construction that are now or hereafter allocated to, implied in, inherent in, reserved to, granted to, conveyed to, or otherwise relating to, the Property (the “Development Rights”). Notwithstanding anything else to the contrary, Grantor reserves those certain rights in the Property as specifically outlined in this Easement. The parties agree that the Property’s Development Rights shall not be used on or transferred to any other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under any applicable laws, regulations, or ordinances controlling zoning, land use, or building density. No Development Rights in the Property shall be transferred by any party to any other lands pursuant to a transferable development rights scheme, or cluster development arrangement, or otherwise. No Development Rights or density credits shall be transferred by any party onto the Property from any other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.

D. The right to prevent any actual or threatened activity on, or use of, the Property that is inconsistent with the Conservation Purposes and to require the restoration of, or to restore, such areas or features of the Property that may be damaged by any inconsistent activity or use, all at Grantor’s cost.

E. The right of legal ingress and egress to the Property and over, upon, and across the Property.

F. The right to have the ad valorem taxes, assessments, and any other charges or encumbrances on the Property paid by Grantor.

G. The right to be indemnified by Grantor as set forth in VI-E.

H. The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor’s Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

I. The right, after consultation with Grantor, to install and maintain small, unlighted signs visible from public vantage points and along boundary lines, to identify Grantor and Grantee and inform the public and abutting property owners that the Property is under the protection of this Easement. Any signage shall refer to the property as “Conservation Property.”

ARTICLE IV. PROHIBITED USES

Grantor shall maintain the Property to preserve and achieve the Conservation Purposes of this Easement. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted on the Property:

A. No soil, trash, liquid or solid waste, or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for, and extraction by any means of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

C. Activities that may or will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, unless otherwise provided in this Easement. There shall be no dredging of canals, construction of dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water ponds, marshes, creeks or any other water bodies. There shall be no activities or uses conducted on the Property that may or will be detrimental to water purity or that could alter natural water level or flow in or over the Property. Provided, however, in accordance with Article V, Grantor may conduct restoration activities and continue to operate, maintain, or replace existing ground water wells and to construct new wells, incident to allowed uses on the Property and subject to legally required permits and regulations.

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor if historical, archaeological or cultural sites are discovered on the Property, and any sites deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Florida Division of Historic Resources, as amended from time to time.

E. The removal, destruction, cutting, trimming, alteration, or spraying with biocides of trees, shrubs, or other native vegetation, except as otherwise specifically provided in this Easement and needed for invasive exotic and nuisance species control, construction and maintenance of structures, boardwalk and dock, and provided the replanted species are native to the surrounding region. Invasive exotic species shall be defined as those listed in the most recently published version of Florida Exotic Pest Plant Council's List of Invasive Plant Species. There shall be no planting of invasive exotic plants as listed by the Florida Exotic Pest Plant Council (FLEPPC) or its successor. Nuisance species shall be defined as those species that, following the annual inspection, both Grantor and Grantee agree have become problematic to native communities. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Property, using then recommended best management practices and provided such methods do

not significantly impair existing uses of the property. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or create an obligation of the Grantee.

F. Subject to Article V, new construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on, or above the ground of the Property, except as may be necessary by Grantor for maintenance or normal operations relating to reserved rights of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

G. The construction or creation of new roads or jeep trails.

H. There shall be no operation of motorized vehicles except on established drives, roads, and the parking lot unless necessary: (i) to protect or enhance the purposes of this Easement, (ii) for emergency purposes, (iii) for wildlife management or silvicultural purposes, and (iv) to conduct educational tours and/or bird counts.

I. Subject to Article V, there shall be no removal, or destruction of any wildlife except for non-native, or exotic animals defined as such by the Florida Wildlife Commission (FWC), and as needed for conservation purposes using then recommended best management practices, and provided such methods do not significantly impair existing uses of the property.

J. No synthetic fertilizer shall be used on the property.

K. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

L. Any voluntary or involuntary partition or other subdivision of the Property.

M. The erection or display of signs, billboards, or outdoor advertising of any kind on the Property, except that Grantee and/or Grantor may erect and maintain signs that : (i) post the property No Trespassing; (ii) designate the Property as land under the protection of Grantee and Grantor; (iii), provide environmental education signs, (iv) designate trails; (v) advertise upcoming events at the Property and (vi) signage for the Canoe Outpost along U.S. Highway 441.

N. There shall be no cell phone or other communication towers erected on the Property.

O. No sale of surface or subsurface mineral or mineral rights, including but not limited to, gravel, sand, rock, or topsoil from the property, including stone walls is permitted. No quarrying, mining, or drilling activities shall be permitted. No installation of local or residential utility lines, wells, septic systems, driveways or other utilities except as provided for in Article V of this agreement shall be permitted.

P. Subject to Article V, no center pivot irrigation farming, intensive row cropping, no commercial livestock, or any other agricultural activities shall be conducted on the Property.

Q. The cutting, harvesting or removal of native living trees, except for those species needing management including but not limited to, sweet gum, laurel oak, slash pine, loblolly pine and water oak, provided that such cutting, harvesting, or removal is consistent with best management practices as may be amended from time to time by the Florida Department of Agricultural and Consumer Services – Division of Forestry or its successor.

ARTICLE V. GRANTOR'S RESERVED RIGHTS

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, only the following specific rights for and concerning the Property, which rights are deemed to be consistent with the Conservation Purposes (the "Reserved Rights"). Grantor's exercise of the following Reserved Rights shall be in full accordance with all applicable local, state, and federal laws, as amended from time to time, as well as in accordance with the Conservation Purposes. Grantor's Reserved Rights are limited to:

A. Grantor has, and shall be deemed hereby to have retained the underlying fee simple title absolute in the Property. Further Grantor retains and reserves all rights of, in and to the Property not expressly prohibited under Article IV or expressly conveyed to Grantee under Article III.

B. The right to sell or rent the property provided that the property is never subdivided. Any such interest granted subsequent to this document shall be subject to this Easement.

C. The right to control and limit all access to the Property except that explicitly reserved to the Grantee.

D. The right to conduct natural resource management practices. These would include but is not limited to hunting, trapping, removing invasive exotic and nuisance species control as defined in Article V. paragraph G. of this document. It would also include, but is not limited to implementing living shoreline protection methods, and managing the property to protect and propagate Florida's Federally Listed Plant Species as listed in 50 CFR § 17.12. Grantor may use pesticides and herbicides, so long as Grantor uses the applicable best management practices and follows label directions.

E. The right, but not the obligation, to conduct hydrological restoration to maintain or enhance the conservation values of the Property. Such activities include, but are not limited to, filling existing drainage ditches to further disperse water on the property and increase the amount of wetland habitat.

F. The right to drill water wells, make irrigation improvements, improve or replace the cabin's septic system and/or drainfield, or make improvements to existing water sources and sewage treatment facilities to the extent required to maintain reasonable use of the cabin and other bathroom facilities, on the Property. Such alterations shall be made in a manner that does not adversely affect water quality or quantity, and minimizes negative impacts to soils. Water-pumping windmills, solar-power water pumps, or other non-intrusive water pumping systems may be used to provide water necessary to support the cabin occupant's water and sewer needs.

G. The right to remove invasive exotic or non-native plants including those listed by the Florida Exotic Pest Plant Council (FLEPPC) or its successor. Grantor shall have the right to remove native vegetation when, based on consultation with and written permission from Grantee, it is agreed the removal of such vegetation would enhance the conservation values of the Property or it is done to maintain existing fences. Grantor has the right to continue mowing the Property to maintain and enhance conservation values.

H. The right, but not the obligation, to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

I. The right to observe, maintain, photograph, reintroduce native fish and native wildlife on the Property, to use the Property for commercial hiking, camping, fishing, and paddle sports (canoe, kayak, stand-up paddle board), wildlife viewing and study activities, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above. The foregoing activities shall be conducted in compliance with applicable federal, state, and local laws. Commercial activity related to environmental education is also allowed on the Property.

J. The right, but not the obligation, to construct signs compatible with resource-based recreation and environmental education. Resource-based recreational activities are essentially those which are dependent upon the natural, scenic, or historic resources of the area, provided the associated activities do not have significant adverse impacts on the ecological integrity or ecological or historical values of the resources in these areas. By way of illustration, but not limitation, resource-based recreation includes activities such as hiking, bird watching, canoeing, kayaking, etc.

K. The right to maintain, repair or reconstruct construct the existing boardwalk and dock in the area allowed for in the Baseline Documentation allowing pedestrian access from the uplands, through the wetland, to the riverfront. This includes bringing them into compliance with Americans with Disabilities Act (ADA) requirements. This may include widening and lengthening the boardwalk as well as using different building materials and/or different footers or piers that require being driven into the ground. It is the Grantor's responsibility to obtain all required permits prior to commencing construction and to maintain compliance with all applicable federal, state, and local laws. Grantor further agrees to give written notice to Grantee at least thirty (30) days prior commencing construction.

L. The right, but not the obligation, to control and prevent the spread of invasive exotics or non-native plants on the Property using currently recommended best management practices; provided that such methods do not impair wildlife.

M. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement, and that any mortgage does not allow or require partition of the Property upon foreclosure, divorce, or dissolution of partnerships, trusts, or corporations.

N. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

O. The right to continue to use, maintain, repair, and reconstruct all existing fences, unpaved roads, parking lots, drainage ditches, and such other facilities on the Property as depicted in the Baseline Documentation. Upon prior written consent from Grantee, Grantor may construct fences that are placed on boundary lines. All new fencing shall be of a type and erected such in a manner that does not lead to increased wildlife mortality, decreased wildlife access, or significant harm of the conservation values of the Property and shall be posted in compliance with Fla. Stat. 588.011. The main entrance road from U.S. Highway 441 may be paved. Grantor further agrees to give written notice to Grantee at least thirty (30) days prior commencing paving.

P. The right to exclusive use of the improvements, if any, depicted in the Baseline Documentation.

Q. **Reserved Development Rights.** The right to construct, improve, and maintain one additional bathroom facility within the building envelope on the Building Envelope Portion of the Property as depicted in the Baseline Documentation so long as any such development complies with all provisions of this Easement and is not inconsistent with the Conservation Purposes. The footprint of the additional bathroom facility shall not exceed 720 square feet. The structure must be no greater than 14 feet in height. At least sixty (60) days before Grantor intends to begin any activity pursuant to this paragraph, Grantor must notify Grantee in writing of the proposed activity including a description of the activity and any potential impacts to the Conservation Purposes. Within thirty (30) days of receipt of Grantor's notice, Grantee must notify Grantor of Grantee's determination to:

- i. Accept Grantor's proposal in whole or in part;
- ii. Reject Grantor's proposal in whole or in part;
- iii. Accept Grantor's proposal conditioned upon compliance with conditions imposed by Grantee; or
- iv. Reject Grantor's proposal for insufficiency of information on which to base a determination.

If grantee gives conditional acceptance under clause (iii), commencement of the proposed improvement or activity constitutes acceptance by Grantor of all conditions set forth in Grantee's notice. Grantor reserves the right to rent and/or lease this residential structure.

R. The right to develop, occupy, maintain, and repair campsites for commercial purposes, subject to all of the following:

- i. Campsites are restricted to primitive campsites with no structural improvements except for such temporary, removable things as tents, tarps, and pit toilets.
- ii. The location of any camping and site improvements described in this section shall be at the discretion of the Grantor.

S. The right to occupy, rent, maintain, repair, and reconstruct the cabin for commercial purposes. This includes bringing the cabin into compliance with Americans with Disabilities Act (ADA) requirements.

T. The right to maintain, repair, and construct the driveway and parking area. This includes bringing them into compliance with Americans with Disabilities Act (ADA) requirements, which may require expanding and/or paving additional parking spaces for handicap accessible parking within the building envelopes allowed for in the Baseline Documentation Report.

ARTICLE VI. GRANTOR'S DEFAULT AND GRANTEE'S REMEDIES

A. **Notice; Default; Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as

necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

D. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, negligent or wrongful acts by third parties, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any negligent or willful act or omission by Grantor related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; and (2) the obligations specified in paragraph VII.A. and VII.B.

ARTICLE VII. MISCELLANEOUS

A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Upon any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment of this Easement, Grantee shall be entitled to receive the cash proceeds as provided in paragraph VII-D, unless such proceeds may be provided or calculated otherwise by Florida law at the time. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

D. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VII.C., the parties stipulate to have a fair market value determined by subtracting the fair market value of the property after the easement from the fair market value of the property before the easement.

E. Condemnation. The intent of the parties is to have this easement run with the land regardless of any eminent domain proceedings. In the event the Property subject to and protected by this easement is taken, in whole or in part, by exercise of the power of eminent domain, the Grantee shall be entitled to compensation in accordance with applicable law. Grantor and Grantee shall act jointly to recover the full value of the interests subject to the taking or in lieu purchase and all direct or incidental damages therefrom. Any reasonable expenses incurred by Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Any reduction in the fair market value that may be caused by this easement shall not be considered in the valuation of the land taken through condemnation.

F. Assignment. This Easement is transferable by Grantee with Grantor's prior consent. Grantee may assign its rights and obligations under this Easement only to a nonprofit organization or a governmental body or agency whose purposes include the conservation of land or water areas or the preservation of sites or properties as provided by Florida law. As a condition of such transfer, Grantee shall require that the Conservation Purposes this grant is intended to advance continue to be carried out.

G. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in the Property, including, without limitation, a leasehold interest. Specifically, in any such subsequent transfer, Grantor shall abide by the requirements of the Marketable Record Title Act (Chapter 712, Florida Statutes), or any other similar law or rule, in order to preserve this Easement in perpetuity. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer, which under certain circumstances may trigger Article III. G. The failure of Grantor to perform any act required

by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

H. Non-Merger. If the fee interest in the Property and this Conservation Easement are held by the same owner, the Conservation Easement shall not merge into the fee, and the terms of this Conservation Easement shall survive as perpetual restrictions on the use of the Property.

I. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

J. Recordation. Grantee shall record this instrument and any amendments in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

K. Controlling Law. The laws of the State of Florida shall govern the interpretation and performance of this Easement. Proper venue for any litigation arising out of this instrument will be in Alachua County, Florida and nowhere else.

L. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

M. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

P. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

Q. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

R. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

S. Termination of Rights and Obligations. A party's personal rights and personal obligations under this Easement terminate upon valid transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

U. Schedule of Exhibits.

EXHIBIT A. Legal Description of Property Subject to Conservation Easement

EXHIBIT B. Map from Baseline Documentation for Donated Easement

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses as to Grantor:

Signature of first witness

City of High Springs, a Florida
Municipality, Grantor

Printed name of first witness

Signature of second witness

Printed name of second witness

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida to take acknowledgments, appeared, _____ as the _____ for the City of High Springs, who are personally known to me or who has produced a state driver license as identification _____, and who did not take an oath and executed the foregoing instrument and they acknowledged before me by means of ☐ physical presence or ☐ online notarization that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Signed

Printed
NOTARY PUBLIC

My Commission Expires:

Witnesses as to Grantee:

Signature of first witness

Printed name of first witness

Signature of second witness

Printed name of second witness

Thomas Kay, as
Executive Director of
Alachua Conservation Trust, Inc.
FEID: 59-2919630

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida to take acknowledgments, appeared **Thomas Kay**, as Executive Director of Alachua Conservation Trust, Inc. who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he acknowledged before me by means of ☐ physical presence or ☐ online notarization that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Signed

Printed
NOTARY PUBLIC

My Commission Expires:

Exhibit A

Property Description

Alachua County Tax Parcel Number: 00157-001-004

A tract of land situated in Section 28, Township 7 South, Range 17 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the aforementioned Section 28, Township 7 South, Range 17 East, for a point of reference and run North 86 deg. 56 min. 29 sec. East, along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28, a distance of 785.43 feet to a concrete monument, said concrete monument lying on the Easterly right-of-way line of the public road commonly known as Columbia Boulevard and the Old Dixie Highway (66 foot right-of-way); thence run North 36 deg. 46 min. 00 sec. West, along said Easterly right-of-way line, a distance of 846.32 feet to an iron pipe and the intersection of said Easterly right-of-way line with the North right-of-way line of Santa Fe Avenue, as shown in Plat Book "B", Page 70 of the Public Records of Alachua County, Florida; thence run North 87 deg. 28 min. 00 sec. East, along said North right-of-way line, a distance of 750.25 feet to the True Point of Beginning; thence continue North 87 deg. 28 min. 00 sec. East, along said North right-of-way line, a distance of 211.53 feet to the Westerly right-of-way line of U.S. Highway No. 441 & 41, also known as State Road No. 25 (200 foot right-of-way), said Westerly right-of-way line being a curve concave Easterly, said curve having a central angle of 01 deg. 19 min. 03 sec., a radius of 5797.58 feet, and a chord bearing a distance of North 03 deg. 49 min. 54 sec. West 133.30 feet; respectively; thence run Northwesterly, along said right-of-way line and with said curve an arc distance of 133.31 feet to a concrete monument and the point of curvature of said curve; thence run North 03 deg. 10 min. 23 sec. West, along said Westerly right-of-way line, a distance of 419 feet more or less to the Southerly edge of the Santa Fe River; thence run Westerly, along said Southerly edge, a distance of 245 feet more or less to the intersection of a line running North 03 deg. 10 min. 23 sec. West, from the Point of Beginning with said Southerly edge of the Santa Fe River; thence run South 03 deg. 10 min. 23 sec. East, along said line, a distance of 422 feet, more or less, to the True Point of Beginning.

Exhibit B
Property Map



Santa Fe Canoe Outpost Conservation Easement



- Parcel Boundary
- Existing Infrastructure
- Building Envelope

0 0.01 0.02 Miles

Map prepared by Alachua Conservation Trust
Not survey accurate 2021