
**LAND LEASE
(FOR AGRICULTURAL USE)**

THIS LAND LEASE (FOR AGRICULTURAL USE) (hereinafter referred to as the "Lease") dated this ____ day of _____, 2023 between HERNANDO COUNTY a subdivision of the State of Florida existing under the laws of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter referred to as the "Lessor" or the "County") and Chad Sasser whose address is 22501 State Road 52, Land O' Lakes, FL 34637 (hereinafter referred to as the "Lessee") individually and collectively referred to as the "Party" or "Parties" state:

Recitals

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non- discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the Lessor and the Lessee hereby agree as follows: The above recitals are incorporated herein and made a part hereof.

1. **Land.** The Lessor, in consideration of the rent payments and other promises provided in this Lease, leases to the Lessee the real property depicted in Exhibit "A" and consisting of approximately two hundred fifty-eight (258) acres (the "Land"). There are no structures or other improvements upon the Land.

2. **Use of Land.** The Lessee shall use the Land for agricultural purposes, specifically hay farming, and for no other purpose (including growing of crops) without the Lessor's prior written approval. The Lessee shall not keep or have on the Land any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of fire on the Land or might be considered hazardous by a responsible insurance company. The Lessee shall not construct or erect any structures or improvements upon the Land.

3. **Initial Term; Possession.** The term of this Lease will begin on December 12, 2023 (the "Commencement Date") and will terminate five (5) years from said date (the "Initial Term"). The Lessee shall yield possession to the Lessor on the last day of the term of this Lease unless renewed or otherwise extended by both parties in writing.

4. **Termination/Modification Option.** Either party shall have the right to terminate this Lease, in whole or part, by providing the other party with no less than ninety (90) days prior written notice of its intent to terminate this Lease in its entirety or to partly terminate by reducing the amount of acreage covered under this Lease. In the event such termination option is exercised by the Lessor, the Lessor shall pay the Lessee an amount equal to the value of that portion of the Lease term the Lessee is unable to use the Land (calculated using the Base Rent paid in advance for that year as amortize over a 365-day period). A similar calculation shall be performed if the Lessor reduces the amount of acreage covered under this Lease. If the Lessee exercises such termination or modification option, the Lessor shall retain all prepaid rent for that year. Following proper notice and termination of this Lease in its entirety, upon all Base Rent and other obligations owed to the Lessor having been paid and/or performed current by the Lessee, and upon the Lessee surrendering possession of the Land to the Lessor, then this lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this Lease (but excluding any claim, dispute, action or appeal premised on environmental contamination caused or contributed to by the Lessee during its use or occupation of the Land).

5. **Base Rent.** The Lessee shall pay to the Lessee annual Base Rent of Five Thousand One Hundred and Sixty Dollars (\$5,160.00) (258 acres x \$20.00 per acre) for the Initial Term of this Lease. Base Rent shall be paid in advance with the first semi-annual payment made with the Lessee's execution of this Lease and paid, thereafter, prior to April 1st of each year hereafter. Base Rent, together with applicable sales tax (if any), shall be delivered to the Lessee, c/o Airport Office, 15800 Flight Path Drive, Brooksville, Florida 34604. After the Initial Term, the Base Rent shall be subject to an annual escalation of five percent (then current Base Rent x 105% = adjusted Base Rent).

6. **No Warranties or Representations.** The Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Land, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

7. **Acceptance of Land.** The Lessee further acknowledges it has had adequate opportunity to inspect the Land hereunder (see Exhibit "A") prior to entering into this Lease or has made adequate provision herein. Accordingly, the taking of possession of the Land by the Lessee shall be conclusive evidence against the Lessee that the Land was in good and satisfactory condition when possession was so taken.

8. **Access.** Access to the Land will be by the by the Runway Drive Gate. Whenever the Lessee uses any gated entry, the Lessee shall insure that that said gate is properly locked immediately after opening. All signs and markings designating the route of access or traffic control signs shall be adhered to by the Lessee. Failure to comply with this access provision will be sufficient cause for the Lessor to immediately terminate this Lease without having to provide ninety days prior notice to the Lessee.

9. **Vehicles Required to Have Amber Beacon.** All vehicles, including mowers and tillers, brought upon the Land (by/for/with the consent of the Lessee) shall have a rotating or flashing amber beacon operating from the highest point of said vehicle. Failure to comply with this provision will be sufficient cause for the Lessor to immediately terminate this Lease without having to provide ninety (90) days prior notice to the Lessee.

10. **Additional Obligations of Lessee.**

In addition to paying Base Rent, the Lessee shall have the following obligations:

A. The Lessee shall mow/cut/de-weed the Land (all 258 acres depicted on Exhibit "A") at least twice per Lease year - even if not used for production of hay.

B. The Lessee shall insure that appropriate ground cover be provided in all areas of the Land to protect from erosion.

C. No cattle or livestock of any type will be permitted on the Land.

D. When the Lessee conducts any operation which may attract birds, such as mowing or tilling, the Lessee shall give forty-eight (48) hours prior notice to the Airport Office so that any necessary bird control methods can be put into effect.

E. The Lessees agrees to meet with the Airport Manager or his designee at least once during each Lease year so that each may update the other with issues or concerns regarding this Lease.

F. Storage of hay bales shall be restricted to those portions of the Land agreed to in advance by the Airport Manager or his designee. The Lessee agrees not to store hay bales for periods greater than sixty (60) days without the prior written consent of the Airport Manager.

G. The Lessee shall not operate personnel or equipment within one hundred (100) feet to any airfield pavement edge without the prior consent of the Airport Manager or hisdesignee

H. The Lessee agrees to allow the Lessor to use the Land, or portions thereof, and without compensation, for up to two (2) public events (such as air shows) per Lease year.

11. **Temporary Restrictions for Safety.** If for the safe operation of aircraft or the Airport, the Airport Director, for good cause, may temporarily restrict the Lessee's use of all, or portions of, the Land. Any restriction shall be temporary and shall be limited to the least amount of area and/or time necessary to address the safety concern.

12. **Notices.** All notices, certificates or other communication given hereunder shall be sufficiently given, and shall be deemed given by registered or certified mail, postage prepaid, addressed as follows:

To the Lessee

Chad Sasser
22501 State Road 52
Land O' Lakes, FL 34637

To the Lessor

Brooksville-Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, FL 34604

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

13. **No Liens.** The Lessee shall pay for all labor done or materials furnished upon the Land, and shall keep the Land and the Lessee's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the Lessee's act or omission.

14. **Taxes and Fees.** The Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Land, the real property and any improvements thereto or leasehold estate created herein, or which result from the Lessee's occupancy or use of the Land, whether levied against the Lessee or the Lessor. In this regard, Lessor will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the Lessee and the Lessee shall remit payment directly to such authorities, and to the extent that such notices are sent to the Lessor, the Lessor agrees to immediately forward same to the Lessee. Additionally, Lessee shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Land or leasehold estate created herein or any part thereof. Lessee may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the Lessor of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the Lessor. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Lease.

15. **General Liability Insurance.** At all times while this Lease remains in effect, the Lessee shall maintain, at the Lessee's expense, General Liability insurance on the Land in an amount not less than \$500,000 for bodily injury or death resulting from one occurrence, and \$500,000 for property damage. Said insurance shall name Hernando County Board of County Commissioners as an additional insured. The Lessee shall deliver the policy or policies of insurance (or copies thereof) to the Airport Manager at inception of this Lease and shall, no less than annually thereafter, deliver proof of renewal that the insurance has remained in force and good standing.

16. **Indemnification.** The Lessee agrees to defend, indemnify and hold harmless the Lessor, its agents, employees and officers and each of them, free and from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's negligence or intentional misconduct) by reason of any damage to the Land, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances (as defined under Florida or federal law), or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Lease, the Lessee's use or occupancy of the Land, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Lease or any breach of the terms of this Lease. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Lessor in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article.

17. **Compliance with Laws and Regulations.** The Lessee and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may hereinafter be prescribed by the Lessor, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the Lessor including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the Lessee, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Lessor, then, in addition to any other remedies available to the Lessor, the Lessee shall be responsible and shall reimburse the Lessor in the full amount of any such monetary penalty or other damages. This amount must be paid by the Lessee within ten (10) days of written notice.

18. **Destruction or Condemnation of Land.** If the Land is damaged or destroyed by fire or other casualty to the extent that the Lessee's use or enjoyment of the Land for the purposes stated in this Lease is substantially impaired, the Lessee, in its sole discretion may elect to terminate the Lease upon fifteen (15) days written notice to the Lessee, or to accept the Land in its damaged or destroyed condition. If the Land is condemned or cannot be used by the Lessee for fanning, then this Lease will terminate upon fifteen (15) days written notice by either party.

19. A. **Events of Default.** The occurrence of any one or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental (including Base Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due, and fails to cure said default within then (10) days after receipt of notice to the Lessee by the Lessor; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in this Lease or by other agreements between the Lessor and the Lessee, and the Lessee's failure to discontinue that business or those acts within thirty (30) days of receipt by the Lessee of the Lessor's

written notice to cease said business or acts; (3) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Lease and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the Lessor and such cure can reasonably be accomplished in thirty (30) days; (4) the Lessee transfers, assigns, or sublets this Lease in whole or part; (5) the Lessee mortgages, pledges or encumbers the Land, in whole or part, or this Lease; (6) the Lessee abandons, or deserts the Land; or (7) the divestiture of the Lessee's estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets). Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

19.B. **Lessor's Remedies.** Upon the occurrence of any of the above Events of Default, the Lessor shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the Lessor may at once or any time thereafter, enter and repossess the Land and remove all persons and effects there from in accordance with any applicable court order issued by a court having competent jurisdiction; (2) the Lessor may at once or any time thereafter, enter the Land and cure, correct or repair any condition in accordance with any applicable court order issued by a court having competent jurisdiction, and the Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the Lessor may at once or any time thereafter either declare this Lease to be terminated without prejudice to any and all rights which the Lessor may have against the Lessee for rents, damages or breach of this Lease, or attempt to rent the Land on such terms as the Lessor shall determine. No retaking of possession of the Land by the Lessor shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to the Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any Event of Default hereunder shall not be construed as the Lessor's waiver of such Event of Default unless the Event of Default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

19.C. **Lessee's Remedies.** The Lessee may, in its option, terminate or modify this Lease as provided in Paragraph 4, above.

20. **Governmental Inclusions.** This Lease is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Lease is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

21. **Non-Exclusive.** Notwithstanding any other provision of this Lease, it is understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property. Nor shall this Lease be construed to grant or authorize the granting

of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

22. **Right to Develop Airport.** It is covenanted and agreed that the Lessor, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

23. **Right of Flight.** The Lessor reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the Lessor, including the Land, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

24. **Height Limitations.** The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Land to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. The Lessee further expressly agrees for itself, its successors and assigns, to prevent any use of the Land which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

25. **Right of Entry.** The Lessor shall have the right to enter upon the Land for the purpose of periodic inspection of the Land from the standpoint of public health and safety.

26. **Venue; Governing Law; Attorneys' Fees.** Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Lessor and the Lessee, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

27. **Entire Agreement.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

28. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Lessor and the Lessee.

29. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

30. **Assignment.** This Lease shall not be assigned.

31. **Subletting.** The Land shall not be sublet in whole or part.

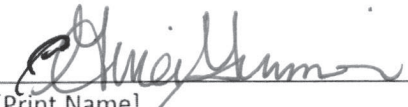
32. **Brokers.** The Lessor shall not be liable for any brokerage fees or commissions in connection with this Lease.

33. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto. For the Lessee, it shall be subject to approval by the Board of County Commissioners.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

ATTEST:

Chad Sasser (**LESSEE**)



[Print Name]

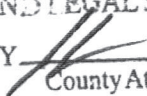
By: Chad Sasser 11-21-23
Chad Sasser Date

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)**

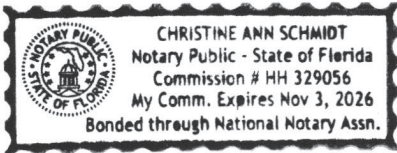
Douglas A. Chorvat, Jr., Clerk
CLERK OF CIRCUIT COURT

By: _____
_____, CHAIRPERSON
Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2023, by Chad Sasser, who is personally known to me OR has produced Drivers License, as identification.



Christine Ann Schmidt
Notary Public (Signature of Notary)

Christine Ann Schmidt
Name legibly printed, typewritten, or stamped

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by John Allocco, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me OR has produced _____, as identification.

Notary Public (Signature of Notary)

Name legibly printed, typewritten, or stamped

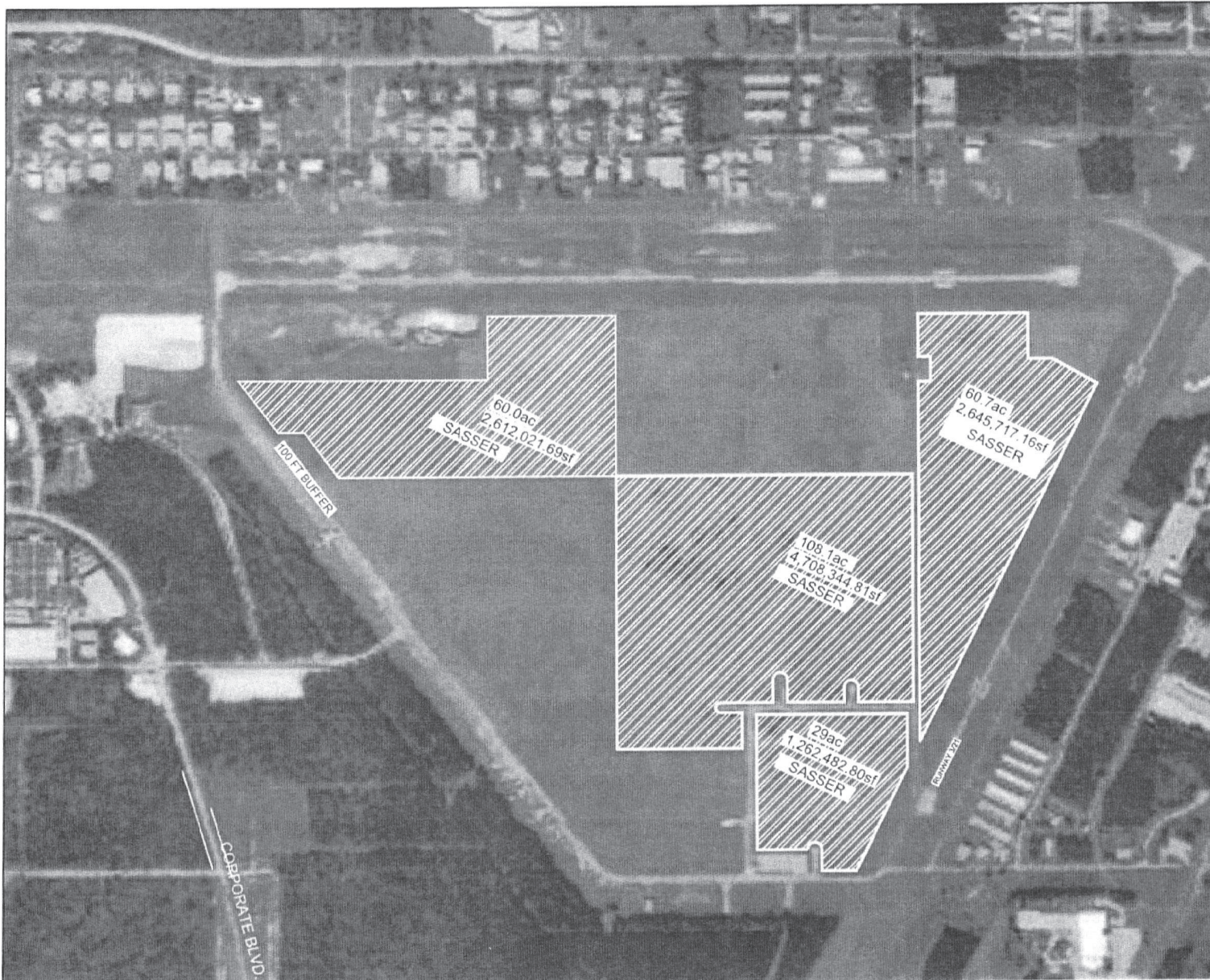


EXHIBIT A



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OF 1 SHEET
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