
**LAND LEASE
(FOR AGRICULTURAL USE)**

THIS LAND LEASE (FOR AGRICULTURAL USE) (hereinafter referred to as the "Lease") dated March 22, 2022 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 **Pleasant Valley Dairy, Inc.**, a Florida corporation, whose address is 23183 Powell Road, Brooksville, FL 34602 (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 sixty (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 1st day of April 2022 (the "Commencement Date") and will terminate five (5) years from said date (the "Initial Term") unless renewed pursuant to Paragraph 4 below. 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. **Renewal Options.** The Lessee shall have five (5) options to renew this Lease for a term of one year each renewal option period ("Renewal Period") under the same terms and conditions as this Lease, subject only to the escalation of the Base Rent pursuant to Paragraph 6 below. In order to exercise its renewal option, the Lessee shall provide the Lessor written notice no later than ninety (90) days prior to end of term then in effect of its intent to renew this Lease for an additional one-year term; the failure of the Lessee to provide timely notice to the Lessor shall constitute a waiver of the Lessee's option to renew this Lease under this provision.

5. **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).

6. **Base Rent.** The Lessee shall pay to the Lessee annual Base Rent of Four Thousand Three Hundred Eighty Six Dollars (\$4,386.00) (258 acres @ \$17.00 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, FL 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).

7. **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.

8. **Acceptance of Land.** The **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (see Exhibit "A") prior to entering 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.

9. **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**.

10. **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**.

11. **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 260 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 **Lessee** 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 his designee.

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.

12. **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.

13. **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

George Alvarez
Pleasant Valley Dairy, Inc.
23183 Powell Road
Brooksville, FL 34602

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.

14. **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.

15. **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.

16. **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 \$1,000,000 for bodily injury or death resulting from one occurrence, and \$1,000,000 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.

17. **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.

18. **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.

19. **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.

20.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".

20.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.

20.C. **Lessee's Remedies.** The **Lessee** may, in its option, terminate or modify this Lease as provided in Paragraph 5 above.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **Airport Security Plan.** County reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles, and aircraft in and around the airside and landside of the airport and to modify that plan from time to time as it deems necessary to accomplish its purposes. **Lessee** shall at all times comply with the Security Plan and current or future compliance with aviation-specific, federally mandated security requirements by the TSA and/or Department of Homeland Security. Security requirements may change as the Homeland Security Threat Advisory Levels change, and, if required, the **Lessee** must adjust operations to reflect the current security requirements.

28. **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.

29. **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.

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

31. **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.

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

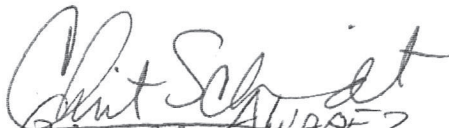
33. **Subletting.** The Land shall not be sublet in whole or part.

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

35. **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.


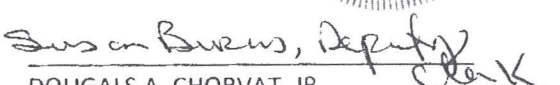
ATTEST:


George Alvarez
[Print Name]
Christine Schmidt


PLEASANT VALLEY DAIRY, INC. (LESSEE)


By: 
George Alvarez, Manager Date

ATTEST:



DOUGALS A. CHORVAT, JR.
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: 
STEVE CHAMPION
CHAIRMAN Date 3-22-22

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

STATE OF FLORIDA
COUNTY OF HERNANDO

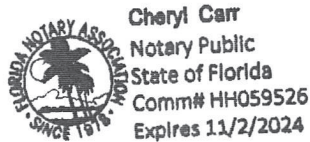
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of March, 2022, by George Alvarez, as Manager, Pleasant Valley Dairy, Inc., who is personally known to me OR has produced _____, as identification.



Gina Grimmer
Notary Public (Signature of Notary)
Gina Grimmer
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 22nd day of March, 2022, by Steve Champion, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me OR has produced _____, as identification.



Cheryl Carr
Notary Public (Signature of Notary)
Cheryl Carr
Name legibly printed, typewritten or stamped

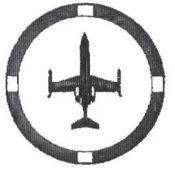


EXHIBIT A



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OF 1 SHEET
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