

LAND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into at Punta Gorda, Charlotte County, Florida this 1st day of _____, 20__ by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, herein referred to as "LESSOR" and _____, hereinafter referred to as "LESSEE."

WITNESSETH

The parties agree as follows:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE the real property in Charlotte County, Florida, described as ***** +/- Grazing Acres, as depicted in Exhibit "A," "Leased Premises," located at the Charlotte County Airport, Punta Gorda, Florida.

2. **TERM.** The term of this lease shall be for a period of One (1) Year commencing on _____, 20__ and terminating on _____, 20__. Five (5) one (1) year options to follow with a ninety (90) day notice to vacate the property by either party after the first one (1) year term.

3. **RENT.** LESSEE shall pay to the LESSOR at its principal place of business, for and during the one (1) year of the term of this lease the total sum of _____ payable in one annual installment, the first payment of which will be on the 1st day of _____, 20__ or date of lease signing.

There will be an extra charge of \$30.00 on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date will carry an additional charge of 1.5% as a late penalty fee.

4. **DEPOSITS.** The Lessee will deposit with the Lessor a security deposit of \$1,500.00

5. **USE OF PREMISES.** The LESSEE will use the leased property only for Cattle Grazing and will make no unlawful, improper or offensive use of the leased property or violate the Minimum Standards established by the Lessor and Exhibit "B." LESSEE will not use the leased premises in such a fashion as to increase the existing rate of insurance upon the building, nor cause a cancellation of any insurance policy thereon. The Lessee will not allow its employees, agents, or other representatives to violate the Lessor's Minimum Standards.

LESSEE _____ LESSOR _____

The LESSEE will maintain the leased premises in a clean, neat condition and will not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The LESSEE will maintain the grass and all landscaping on the premises described in this lease.

LESSEE agrees to actively prohibit any hunting or fishing on the leased property and agrees to remove exotic vegetation from said property over the term.

The LESSEE will ensure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the leased premises will be kept free and clear of any contamination. At the termination of the Lease Agreement, the LESSEE will be required to certify to the LESSOR that during the LESSEE's possession, there has been no spillage of any hazardous waste materials (fuels, acids, etc.) and to execute an agreement holding the LESSOR harmless from any costs of liability in the event there is contamination; alternatively, the LESSEE may furnish the LESSOR with an Environmental Audit performed by an engineering firm experienced in this service showing no contamination. If the site is contaminated during LESSEE's possession due to LESSEE's activities on the premises, the LESSEE will bear all costs and responsibility for the required clean up, and will hold LESSOR harmless therefrom. A contamination cleanup on leased premises is not the responsibility of LESSEE where cause was the result of activities of others.

In addition, the LESSEE agrees to comply with all applicable provisions of the LESSOR's National Pollution Discharge Elimination System Permit, best management practices and SWFMD permit and Pollution Prevention Plans.

6. CONSTRUCTION PROVISION. It is understood by and between the parties that this lease agreement is specifically with the understanding that the LESSEE will build, construct, complete and furnish fences and pens and inspect/repair all existing fences prior to occupying property in accordance with plans and specifications to be approved by LESSOR.

LESSEE further agrees to fence existing and future easements and rights of way on said leased property and to provide and establish all fire lines and controlled burns for the responsible management of grazing acreage and obtain or secure any permits for such.

LESSEE _____ LESSOR _____

LESSEE agrees to construct watering holes that will be returned to pre-lease conditions at termination of lease agreement by either party.

7. OWNERSHIP OF BUILDING AND STRUCTURES. It is understood by and between the parties that fences, gates, improvements and other cattle structures will be and remain the property of LESSEE at the termination of the lease.

8. LANDSCAPING. LESSEE will, at his expense, mow and maintain said leased premises.

9. UTILITIES. All utility costs are the responsibility of the LESSEE.

10. CONSTRUCTION LIEN LAW (Florida Statute Chapter 713). When completed, the improvements on the premises will be free from all construction liens. In this regard, LESSEE will also comply with all the applicable laws, statutes, rules and regulations pertaining to the construction of buildings on public property and will require appropriate permits needed for the construction of the improvements from the appropriate governmental agency or agencies.

11. SUBORDINATION. This lease, all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the LESSOR acquired the subject property from the United States of American and will be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the LESSOR, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LESSOR.

12. LESSEE'S DUTY TO LESSOR.

a) LESSEE will hold LESSOR exempt and harmless, to the extent allowed by general law, for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the leased property by LESSEE, or arising from the failure of LESSEE to keep the premises in good condition as herein provided.

b) LESSOR will not be liable to LESSEE for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

13. INSURANCE. The LESSEE agrees to purchase general liability insurance in the amount of \$2,000,000 combined single limit to cover LESSEE's operations as described in the

LESSEE _____ LESSOR _____

Use of Premises. Insurance coverage will include LESSOR as additional named insured, providing 15 day's Notice of Cancellation. LESSEE will submit Certificate of Insurance to LESSOR within 10 working days after the effective date of this lease, and thereafter 30 days prior to the anniversary of the lease date.

14. REMEDIES FOR FAILURE TO PAY RENT. If any rent required by this lease will not be paid when due, the LESSOR will have the option to:

- a) Terminate this lease, resume possession of the property for his own account, and recover immediately from the LESSEE the differences between the rent specified in the lease and the fair rental value of the property for the term, reduced to present worth.
- b) Resume possession and release the property for the remainder of the term for the account of the LESSEE, and recover from the LESSEE, at the end of the term or at the time each payment of rent comes due under this lease as the LESSOR may choose, the difference between the rent specified in the lease and the rent received on the recessing or renting.

In either event, the LESSOR will also recover all expenses incurred by reason of breach, including reasonable attorneys' fees.

15. REMEDIES FOR BREACH OF AGREEMENT. If the LESSEE will fail to perform, or will breach, any agreement of this lease other than the agreement of the LESSEE to pay rent, for ten days after written notice specifying the performance required, will have been given to the LESSEE, the LESSOR may institute action in a court of competent jurisdiction to terminate this lease or to compel performance of the agreement, and the prevailing party in that litigation will be paid by the losing party all expense of such litigation including a reasonable attorney's fee.

16. WAIVER OF EXEMPTION. Any constitutional or statutory exemption of the LESSEE of any property usually kept on the leased premises, from distress or forced sale, is waived.

17. NO WAIVER. The waiver by LESSOR of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR will not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease, other than the

LESSEE _____ LESSOR _____

failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of rent.

18. ADDRESSES. All rent payable and notice given under this lease to the LESSOR will be paid and given at the following addresses:

LESSOR: Charlotte County Airport Authority
28000 A-1 Airport Road
Punta Gorda, FL 33982

LESSEE: _____

Any notice properly mailed by registered mail, postage and fee prepaid, will be deemed delivered when mailed, whether received or not.

19. ACCESS BY LESSOR. The LESSOR may enter and inspect the leased property as the LESSOR may reasonably desire.

20. OPERATION OF BUSINESS BY LESSEE. LESSEE will keep all merchandise, boxes, furniture, etc., upon the leased premises and LESSEE will keep the exterior free from all merchandise, boxes, refuse and debris at all times. The LESSEE will not allow storage or use of property, equipment, vehicles, etc. not associated with the operation of the LESSEE's business as described in the "Use of Premises." There will be no living quarters, nor will anyone be permitted to live or cook within the premises, nor storage of personal property.

21. ADDITIONAL CHARGES AS RENT. Any charges against LESSEE by LESSOR for services or for work done on the premises by order of LESSEE or otherwise accruing under this contract will be considered as rent due.

22. LESSEE'S SIGNS. LESSEE will not place, or cause to be placed, any sign or signs on said premises unless otherwise agreed to in writing by LESSOR. All signs are subject to the approval of LESSOR and such signs will be in conformity with the local custom and will be in good taste, and will not conflict with the architecture of the building.

LESSEE _____ LESSOR _____

23. ADDITIONAL TERMS. The parties agree that these conditions, covenants and other agreements contained in Exhibit "C" attached hereto and made a part thereof will be a part of this lease.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 20__.

WITNESS:

CHARLOTTE COUNTY AIRPORT AUTHORITY

Printed name of first witness

Printed name of second witness

by: _____

_____, Chair

by: _____

Printed name of first witness

Printed name of second witness

LESSEE _____ LESSOR _____

State of Florida

County of Charlotte

The foregoing instrument was acknowledged before me this ____ day of _____ ,
20__by _____ the Chair of the CHARLOTTE COUNTY AIRPORT
AUTHORITY, a public body corporate, on behalf of the corporation, who is personally known
to me or has produced a driver's license as identification and did/did not take an oath.

Notary Public Signature

LESSEE _____ LESSOR _____

EXHIBIT "C"

ADDITIONAL AGREEMENTS

1. The LESSEE agrees to comply with the Charlotte County Airport Ground Vehicle Driver Training Program. The LESSEE further agrees to ensure that the LESSEE's employees, agents and representatives comply with the Driver Training Program.

EXHIBIT "C" ARTICLE 1. NOT APPLICABLE TO LESSEE'S WHO FALL UNDER NON-AVIATION CATEGORY.

2. If property herein described should be required for other industrial development or for airport development, LESSEE will be notified by LESSOR of the reduction in acreage and the rent will be adjusted accordingly

LESSEE _____ LESSOR _____