

## AMENDMENT AND EXTENSION OF CATTLE LEASE AGREEMENT

This Amendment and Extension of Cattle Lease Agreement (“Extension”) is entered into this \_\_\_ day of March, 2022 (“Effective Date”), by and between Staski Enterprises, Inc. (“Tenant”), whose address is 7180 1st Street SW, Vero Beach, FL, 32968, and Indian River County (“Landlord”), whose address is 1801 27th Street, Building A, Vero Beach, FL, 32960.

**WHEREAS**, on March 15, 2018, Premier Citrus LLC and Tenant entered into a Cattle Lease Agreement for the property located at 8593 4<sup>th</sup> Street, Vero Beach, Florida (the “Property”); and

**WHEREAS**, Landlord in anticipation of purchasing the Property, entered into an Assignment of Cattle Lease Agreement with Premier Citrus; and

**WHEREAS**, Landlord purchased a portion of the Property located on the east side of I-95; and

**WHEREAS**, Landlord and Tenant extended the Cattle Lease Agreement on a portion of the Property located on the east side of I-95, 198.36 acres, for two years; and

**WHEREAS**, Landlord and Tenant desire to extend the Cattle Lease Agreement for an additional three years with two one-year extensions to run consecutively under the terms as set forth below; and

**WHEREAS**, Landlord and Tenant desire to apply the Cattle Lease Agreement on the entirety of the property located on the east side of I-95, approximately 243 acres (the “Full Eastern Property”), see attached Exhibit “A”, under the terms as set forth below; and

**WHEREAS**, Tenant agrees to maintain the property to alleviate Landlord from incurring any expenses related to the maintenance (i.e. mowing, trimming) of the aforementioned property under the terms as set forth below; and

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are adopted by reference herein.
2. The term of the Cattle Lease Agreement on the Full Eastern Property is extended to March 15, 2025.
3. Tenant shall pay to Landlord the sum of \$28.57 per acre per year based at 243 acres for the sum of \$6,942.60 to be paid by March 15, 2022. All subsequent years will be paid in full on March 15, of the subsequent years of Cattle Lease Agreement term.
4. Within 10 business days of the Effective Date of this Extension, Tenant shall provide Landlord all insurance as set forth in the Lease.
5. With respect to the Full Eastern Property, the other terms and conditions of the Lease shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Amendment and Extension of Cattle Lease Agreement as of the day and year first written above.

Signed in the presence of the following witnesses:

sign: \_\_\_\_\_

print name: \_\_\_\_\_

sign: \_\_\_\_\_

print name: \_\_\_\_\_

STASKI ENTERPRISES, INC.  
TENANT

\_\_\_\_\_  
Michael J. Staszewski  
President

INDIAN RIVER COUNTY, FLORIDA  
LANDLORD

ATTEST: Jeffrey R. Smith, Clerk of  
Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman  
Board of County Commissioners

BCC approved: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

# EXHIBIT "A"

Indian Springs Parcel 1:

Parcel ID Nos. 33381400001009000001.0

Township 33 South, Range 38 East, Section 14, Tracts 9, 10, 11, that part of Tract 12 lying East of Interstate 95, that part of Tract 13 lying East of Interstate 95, Tract 14 less the portion of the Southwest corner lying West of Interstate 95, Tract 15 less canals and road rights of way, and less additional right of way in Book 2969, Page 2285, Official Records of Indian River County, Florida. LESS AND EXCEPT the West 10 feet of the East 40 feet of Tract 9.

Ranch Road Parcel 2:

Parcel ID No. 33381400001016000001.0

Tract 16, less the East 40 feet thereof, Section 14, Township 33 South, Range 38 East, according to the last general plat of INDIAN RIVER FARMS COMPANY, as recorded in Plat Book 2, Page 25, public records of St. Lucie County, Florida, said land now lying and being in Indian River County, Florida.