

AMENDMENT AND EXTENSION OF CATTLE LEASE AGREEMENT

This Amendment and Extension of Cattle Lease Agreement (“Extension”) is entered into this ___ day of March, 2020 (“Effective Date”), by and between Staski Enterprises, Inc. (“Tenant”), whose address is 7180 1st Street, 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 Staski Enterprises, Inc. entered into a Cattle Lease Agreement (the “Lease”), for the property located at 8593 4th Street, Vero Beach, Florida (the “Property”); and

WHEREAS, the Lease expires on March 15, 2020; and

WHEREAS, Landlord, in anticipation of purchasing the Property, entered into the Assignment of Cattle Lease Agreement with Premier Citrus, LLC on June 18, 2019; and

WHEREAS, Landlord ultimately purchased only that portion of the Property located on the east side of I-95 (the “Eastern Property”) as set forth in Attachment “A”; and

WHEREAS, Landlord has no control over that portion of the Property located west of I-95; and

WHEREAS, Landlord, now owner of Eastern Property, and Tenant desire to extend the Lease on the Eastern Property for an additional two years 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 Lease on the Eastern Property is extended to March 15, 2022.
3. Tenant shall pay to Landlord the sum of \$35.00 per acre per year based at 198.36 acres for the sum of \$6,942.60 to be paid by March 15, 2020. All subsequent years will be paid in full on March 15, of the subsequent years of Lease 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 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: _____
Susan Adams, Chairman
Board of County Commissioners

BCC approved: _____

Approved as to form and legal sufficiency:

By: _____
Dylan Reingold, County Attorney

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.

EXHIBIT "A"