

## **243.57-ACRE CATTLE LEASE AGREEMENT**

This Agricultural Lease Agreement, (hereinafter known as "**Lease**") is entered into this April 22, 2025, by and between Bailes Ranch II (Hereinafter known as "**Tenant**") whose address is 6325 21<sup>st</sup> Street SW, Vero Beach, FL. 32968 and Indian River County (Hereinafter known as "**Landlord**"), whose address is 1801 27th Street, Building A, Vero Beach, FL, 32960.

### **WITNESSETH:**

That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by both parties, the improved pastureland real property (Hereinafter known as "**Property**"). The real Property more particularly described and identified as "**Commander Grove**" consisting of 203.81 acres located at 375 82<sup>nd</sup> Ave., Vero Beach, Florida. Indian River County and 39.76 acres located at 8250 1<sup>st</sup> Street SW, Vero Beach, Florida. Indian River County. The total for the entire leased area is 243.57 acres

**Term and Terms of Lease:** The term of this Lease shall be for a period of **Five (5) years** with the option of three (3) one-year extensions to run consecutively under the terms as set forth below; and commencing on the date mentioned above with the initial five (5) year term to end on **April 22, 2030**. The Landlord shall be provided two (2) keys and or Combo (within 7 days of lock change) to gate lock and provided ingress and egress to Landlord, agents, visitors and invitees to said Lease property at Landlords request. No subletting, sub leasing, and third-party leases will be accepted and terminate any and all agreements set forth in this Lease. The purpose of the Lease is solely for grazing livestock and Tenant shall at all times use reasonable standards of husbandry for grazing of livestock.

**Lease Payments:** Tenant shall pay to Landlord the sum of **\$22.54** per acre per year based at **243.57** acres the sum of **\$5,490.07** to be paid within 30 days of said document date mentioned above. All subsequent years will be paid in full on **April 22**, of subsequent years of Lease term.

**Fencing and Land Maintenance:** A substantial fence of at least five (5) strands of barbed wire shall be constructed around the portion of said Lease which will contain livestock. The tenant shall be responsible for purchasing, constructing and maintaining any and all fences and/or fencing necessary to contain livestock. If at any time any County right of ways, easement and/or any Department of Utility Services' right of way or easement comes into question, Tenant shall move fencing or provide ingress and egress to said County and/or Utility agents at Tenant's expense with no expense to Landlord. It is required that Property be mowed and or chopped yearly within total confines of perimeter fencing at tenant's expense.

**Dwellings:** No homes/houses or storage barns will be included in this Lease. Tenants shall not be permitted to put any mobile home, dwelling or other structures for the purpose of occupancy of any means.

**Nuisance:** Shall not commit or permit any public or private nuisance or any other act or thing which would disturb the quiet enjoyment of any occupant of nearby property.

**Livestock Water Supply:** Tenant shall have the right to dig water holes on Lease to the size appropriate to supply adequate water to herd, no water holes shall be of size or location as to violate any Water District and or County Codes, Rules or Regulations, any fines associated with violation of any Water District and or County Codes, Rules or Regulations shall be the responsibility of the Tenant. All flow wells (artesian wells) may be used by Tenant so as they are used in compliance with any and all Rules, Regulations and or Laws governing said wells. Tenant is responsible for any and all fines associated with use of these wells.

**Insurance:** Upon execution of this contract, Tenant shall provide within (10) business days to Landlord and maintain at its own expense LIABILITY INSURANCE on an occurrence basis with limits of liability not less than Five Hundred Thousand (\$500,000) dollars for bodily injury, personal liability or death to any one person, and One Million (\$1,000,000) dollars for bodily injury, personal injury or death to more than one person. Such insurance shall provide for off-Property liability for animal trespass onto the lands of others. Any insurance procured by Tenant as herein required shall be issued in the name of Tenant with Landlord named as additional insured, by a company licensed to do business in the State of Florida, and shall contain endorsements that (a) such insurance may not be cancelled or amended with respect to Landlord without ten (10) business days written notice by registered mail to Landlord by the insurance company; (b) Tenant shall be solely responsible for payment of premiums; (c) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss. A certificate for all such insurance shall be delivered to Landlord by Tenant within ten (10) business days of issuance of such policy by the insurance company.

**Land Tax Certification:** Landlord shall be responsible for all Taxes, Tax filing and certification of Livestock Tax rate of said Property described above. Tenant shall provide Landlord with accounting of cattle operation in progress annually by <date> and maintain sufficient head of cattle to qualify for Livestock tax rate on said Property described above. Report shall be provided to the Department of Utility Services, Attn: Finance Manager. Tenant is not responsible for any Tax certifications, delinquent reporting of tax class, and or penalties levied against said Property described above unless Tenant does not provide adequate head of livestock to qualify for Livestock based tax rate for any year of Lease. Landlord shall at their discretion have the ability to terminate any and all Leases currently held by Tenant at that time unless Tenant reimburses Landlord for difference in Taxes for the Tax period in question on Lease in question. If Lease is terminated due to this breach of lease, Landlord will not reimburse Tenant for any per acre lease monies mentioned below in Termination with or without default paragraph.

**Termination with or without default:** Abandonment or surrender of the Property or failure or refusal to pay when due any rent or any other sum required to be paid by the Tenant or to perform any covenant, term or condition of this Lease.

This Lease may terminate in whole or in part upon the giving of sixty (60)-days' notice by Landlord to Tenant for any reason. Notice must be given in writing and is considered given either (a) when delivered in person to the person(s) named on Lease, or (b) five (5) days after deposit in the

United States mail in a sealed envelope or container, either certified or registered mail, return receipt required, postage and postal charge prepaid addressed to the name and person shown on said Lease. Tenant shall be reimbursed the prorated amount of said per acre lease dollar amount in conjunction with date of notification of termination of Lease property. In the event either party should breach any term, covenants, or conditions of this Lease, resulting in action, suit, or proceeding to enforce the terms hereof or to recover damages, then and in that event, the prevailing party shall be entitled to collect reasonable attorney's fees on both trial and appellate court levels. The terms and conditions of this Lease shall be governed by the laws of the State of Florida and venue for enforcement and/or interpretation thereof and or termination thereof shall be in Indian River County, Florida. No agreement or representation unless specifically stated herein shall be binding on the parties to this Lease.

**Relationship of Parties:** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provisions contained in the Lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

**Severability.** The invalidity or illegality of any provision of this Lease shall not affect the remainder of it which shall remain in full force and effect.

**No Liens.** Tenants shall have no power or authority to permit liens to be placed upon the premises in connection with maintenance, alterations, and modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Landlord shall not be liable for any work, labor, or material furnished to premises by or through Tenant or anyone claiming through Tenant.

IN WITNESSEWHEREOF, the parties hereto have executed this Lease the day and year first above written.

Signed in the presence of the following witnesses:

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

Bailes Ranch II

TENANT

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

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

Emory Bailes  
President

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

INDIAN RIVER COUNTY, FLORIDA  
LANDLORD

ATTEST: Ryan L. Butler, Clerk of  
Circuit Court and Comptroller

by: \_\_\_\_\_

Joseph E. Flescher, Chairman  
Board of County Commissioners

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

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

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Jennifer W. Shuler, County Attorney