

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at Naples, Collier County, Florida by and between HUGH E. STARNES, whose mailing address is 3715 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as "LESSEE," and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, Naples, Florida 34112, hereinafter referred to as "LESSOR."

WITNESSETH

WHEREAS, Hugh E. Starnes and Collier County, have previously entered into a Lease Agreement dated July 24, 2007 and a First Amendment to Lease Agreement dated November 9, 2010; and

WHEREAS, the LESSOR and LESSEE are desirous of amending the Lease Agreement; and

WHEREAS, if all term extensions provided by the Lease Agreement and First Amendment are utilized, the term of the Lease Agreement will terminate on December 31, 2014; and

WHEREAS, Hugh E. Starnes and Collier County desire to extend the term of the Lease to December 31, 2017, with possible extensions to be negotiated in the future.

NOW THEREFORE, in consideration of the covenants and agreements provided within said Lease Agreement dated July 24, 2007, and Ten Dollars (\$10.00) and other valuable consideration, said Lease Agreement is hereby amended as follows:

Words underlined are added. Words ~~struck through~~ are deleted.

1. Article 2 of the Lease Agreement is amended as follows:

LESSEE shall have and hold the Demised Premises until December 31, 2017 ~~2014~~.

Except as expressly provided in the First Amendment to Lease Agreement dated November 9, 2010, and herein, the Lease Agreement between Hugh E. Starnes and Collier County, for the utilization of the Demised Premises described in said Lease Agreement dated July 24, 2007, remains in full force and effect according to the terms and conditions contained therein, and said terms and conditions are applicable hereto except as expressly provided otherwise herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereto executed this Second Amendment to Lease Agreement the day and year first above written.

AS TO THE LESSEE:

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
HUGH E. STARNES

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
(Print Name)

AS TO THE LESSOR:

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS,  
COLLIER COUNTY, FLORIDA

ATTEST:  
DWIGHT E. BROCK, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
FRED W. COYLE, Chairman

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Steven Williams, Assistant County Attorney

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT entered into this 9<sup>th</sup> day of ~~November~~, 2010 at Naples, Collier County, Florida by and between HUGH E. STARNES, whose mailing address is 3715 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as "LESSEE," and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112, hereinafter referred to as "LESSOR."

## WITNESSETH

WHEREAS, Hugh E. Starnes and Collier County, have previously entered into a Lease Agreement dated July 24, 2007; and

WHEREAS, the LESSOR and LESSEE are desirous of amending the Lease Agreement; and

WHEREAS, if all term extensions provided by the Lease Agreement are utilized, the term of the Lease Agreement will terminate on July 24, 2012; and

WHEREAS, Hugh E. Starnes and Collier County desire to extend the term of the Lease to December 31, 2014 with possible extensions to be negotiated in the future.

NOW THEREFORE, in consideration of the covenants and agreements provided within said Lease Agreement dated July 24, 2007, and Ten Dollars (\$10.00) and other valuable consideration, said Lease Agreement is hereby amended as follows:

Words underlined are added. Words ~~struck-through~~ are deleted.

1. Article 2 of the Lease Agreement is amended as follows:

LESSEE shall have and hold the Demised Premises until December 31, 2014. ~~for a term of three (3) years, commencing on the date LESSOR executed this Lease. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year each, under the same terms and conditions except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term. Said notice shall be effective upon the placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.~~

2. Article 3 of the Lease Agreement is amended as follows:

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Three hundred and Sixty-eight Dollars and No Cents (\$368.00) per year. Said annual rent shall be paid in full upon the thirty (30) days from the date in which this Lease is executed by LESSOR. LESSEE will also be responsible for the payment of additional rent costs as provided for in ARTICLE 5 of this Lease. LESSEE shall off-set rent by mowing 198 acres of pasture, at its sole cost and expense, as shown on the attached Exhibit A, if mowing occurs at least one time per year. LESSEE will pay rent in the sum of One Dollar and No Cents (\$1.00) per year.

4. Article 6 of the Lease Agreement is amended as follows:

Prior to making any changes, alterations, additions or improvements, including all improvements made under the Natural Resources Conservation Service Farm Bill Program, to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions.

LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to said Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

6. Article 15 of the Lease Agreement is amended as follows:

LESSEE shall remove any improvements completed by LESSEE, as specified in Article 6 of this Lease, prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

Except as expressly provided herein, the Lease Agreement between Hugh E. Starnes and Collier County, for the utilization of the Demised Premises described in said Lease Agreement dated July 24, 2007, remains in full force and effect according to the terms and conditions contained therein, and said terms and conditions are applicable hereto except as expressly provided otherwise herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereto executed this First Amendment to Lease Agreement the day and year first above written.

AS TO THE LESSEE:

DATED: 10/15/10

BY: Hugh E. Starnes  
HUGH E. STARNES

Penelope J. Rose  
Witness (Signature)

Penelope J. Rose  
(Print Name)

Scott Reduea  
Witness (Signature)

SCOTT REDUEA  
(Print Name)

AS TO THE LESSOR:

DATED: 11/9/10

ATTEST: DWIGHT E. BROCK, Clerk

BY: [Signature]  
Deputy Clerk  
ATTEST as to Chairman's  
signature only

BOARD OF COUNTY COMMISSIONERS,  
COLLIER COUNTY, FLORIDA

BY: Fred W. Coyle  
FRED W. COYLE, Chairman

Approved as to form and legal sufficiency:

J. B. White  
Jennifer B. White, Assistant County Attorney

Exhibit A

Caracara Prairie Preserve Pasture Map



Book # 100  
 Page # 11-9-10  
 Date 11-15-10  
[Signature]  
 Deputy Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 24<sup>th</sup> day of July, 2007, between HUGH E. STARNES whose mailing address is 3715 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as "LESSEE", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3301 East Tamiami Trail, Naples, Florida 34112, hereinafter referred to as "LESSOR".

## WITNESSETH

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

ARTICLE 1. Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR Three Hundred Sixty-seven point seven (367.7) acres of property described in Exhibit "A" which is attached hereto and made a part of this Lease, hereinafter called the "Demised Premises", situated in the County of Collier and the State of Florida, for the sole purpose of cattle grazing.

This LEASE AGREEMENT may be amended from time to time in order to change the size of the Demised Premises as necessary to accomplish the goals, policies, and objectives of the Conservation Collier Implementation Ordinance (Ordinance 02-63, as amended). LESSOR'S representative (e.g., Real Estate Services Staff) shall advise LESSEE, in writing, of its intent to recommend that LESSOR amend this LEASE AGREEMENT.

ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of three (3) years, commencing on the date LESSOR executes this Lease. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year each, under the same terms and conditions, except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Three Hundred and Sixty-eight Dollars and No Cents (\$368.00) per year. Said annual rent shall be paid in full upon thirty (30) days from the date in which this Lease is executed by the LESSOR. LESSEE will also be responsible for the payment of additional rent as provided for in ARTICLE 5 of this Lease.

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased utilizing the method outlined in ARTICLE 4.

LESSOR reserves the right to terminate this Lease, with or without cause, by providing LESSEE with thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 4. Renewal Term Rent

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased for each ensuing one (1) year renewal term by five (5) percent from the previous year, compounded.

ARTICLE 5. Other Expenses and Charges

LESSEE shall pay all costs associated with the maintenance of the Demised Premises and any and all utility charges, if applicable.

ARTICLE 6. Modifications to Demised Premises

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to the Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

ARTICLE 7. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right to enter into and upon the Demised Premises or any part thereof at any time, without notice to the LESSEE, for the purpose of examining the same and making repairs, inspecting or curing a default or nuisance, or providing maintenance service therein, and for the purposes of inspection for compliance with the provisions of this Lease Agreement. If LESSOR should need to utilize the property for any length of time, for any purpose, the LESSOR shall advise the LESSEE of its intentions by oral notice.

ARTICLE 8. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without the written consent of LESSOR. Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising, directly or indirectly, from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any condition created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any condition of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensees or invitees. In case any action or proceeding is brought against LESSOR by reason of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub-surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works.

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

#### ARTICLE 10. Insurance

LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Hundred Thousand Dollars and No/100 Cents (\$100,000.00) each accident.

Such insurance policy(ies) shall list Collier County as an additional insured thereon. Evidence of such insurance shall be provided to the Collier County Risk Management Department, 3301 East Tamiami Trail, Administration Building, Naples, Florida, 34112, for approval prior to the commencement of this Lease Agreement; and shall include a provision requiring ten (10) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice LESSEE shall have thirty (30) days in which to obtain such additional insurance.

#### ARTICLE 11. Maintenance

LESSEE, at its sole cost and expense, shall erect, if not already existing, and maintain a fence acceptable to LESSOR around that area of the Demised Premises which shall contain any cattle. This fencing is crucial in retaining cattle and preventing cattle from roaming off of the Demised Premises.

LESSEE shall, at its sole cost and expense, keep the Demised Premises clean at all times. If said Demised Premises are not kept clean in the opinion of LESSOR, LESSEE'S manager will be so advised in writing. If corrective action is not taken within twenty (20) days of the receipt of such notice, LESSOR will cause the same to be cleaned and corrected and LESSEE shall assume and pay all necessary cleaning costs and such costs shall constitute additional rent which shall be paid by LESSEE within ten (10) days of receipt of written notice of costs incurred by LESSOR.

The LESSEE, at its sole cost, shall repair all damage to the Demised Premises caused by LESSEE, its employees, agents, independent contractors, guests, invitees, licensees, and patrons.

The LESSEE, at its sole cost, shall remove from the Demised Premises in accordance with all applicable rules, laws and regulations, all solid, liquid, semisolid, and gaseous trash and waste and refuse of any nature whatsoever which might accumulate and arise from the operations of the LESSEE'S business. Such trash, waste and refuse shall be stored in closed containers approved by the LESSOR.

#### ARTICLE 12. Default by LESSEE

Failure of LESSEE to comply for thirty (30) days with any material provision or covenant of this Lease shall constitute a default, LESSOR may, at its option, terminate this Lease after thirty (30) days written notice to LESSEE, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default). However, the occurrence of any of the following events shall constitute a default by LESSEE, and this Lease may be immediately terminated by LESSOR:

- (a) Abandonment of Demised Premises or discontinuation of LESSEE'S operation.
- (b) Falsification of LESSEE or an agent of LESSEE of any report required to be furnished to LESSOR pursuant to the terms of this Lease.
- (c) Filing of insolvency, reorganization, plan or arrangement or bankruptcy.
- (d) Adjudication as bankrupt.
- (e) Making of a general assignment for the benefit of creditors.
- (f) If LESSEE suffers this Lease to be taken under any writ of execution.



In the event of the occurrence of any of the foregoing defaults in this ARTICLE, LESSOR, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all persons and property from the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby.

The LESSOR may at its option terminate this Lease after receipt by LESSEE of thirty (30) days notice in writing if a lien is filed against the property or the leasehold interest of the LESSEE, and not removed within thirty (30) days by LESSEE, pursuant to the Florida Mechanics Lien Law.

If LESSEE fails to pay the rental amount or any additional charges when due to LESSOR as specified in this Lease, and if said amounts remain unpaid for more than ten (10) days past the due date, the LESSEE shall pay LESSOR a late payment charge equal to five (5) percent of any payment not paid promptly when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2) percent per month or the highest interest rate then allowed by Florida law, whichever is higher, which interest shall be paid by LESSEE to LESSOR.

#### ARTICLE 13. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or at LESSOR'S sole discretion, such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

#### ARTICLE 14. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:  
Board of County Commissioners  
c/o Real Property Mgmt. Dept.  
3301 Tamiami Trail East  
Administration Building  
Naples, Florida 34112

LESSEE:  
Mr. Hugh E. Starnes  
3715 McGregor Boulevard  
Fort Myers, Florida 33901

cc: Office of the County Attorney, 3301 Tamiami Trail East, Naples, Administration Building, Naples, Florida 34112

Conservation Collier Coordinator, 3301 Tamiami Trail East, Naples, Collier County Facilities Management Dept., Naples, Florida 34112

#### ARTICLE 15. Surrender of Premises

LESSEE shall remove any improvements completed by LESSEE prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

#### ARTICLE 16. General Provisions

LESSEE agrees to contain cattle within the Demised Premises and prevent cattle from roaming off of the Demised Premises.

LESSEE shall be allowed to maintain no more than one hundred (100) head of cattle at the Demised Premises.

LESSEE shall have the right to camp overnight on the Demised Premises, at LESSEE'S own risk, and shall be required to obtain any necessary permits, if required, for this use.

LESSEE declares that he is licensed to operate a 22 caliber rifle and LESSEE acknowledges use of that rifle only when deemed necessary as to destroy sick cattle.

LESSEE acknowledges that there shall be no game hunting or any dispensation of firearms by LESSEE or his invitees upon the Demised Premises.

LESSEE fully understands that the police and law enforcement security protection provided by law enforcement agencies for the above-referenced Demised Premises is limited to that provided to any other business or agency situated in Collier County, and acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.

LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.
- (c) LESSEE agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.
- (d) LESSEE shall not perform any environmental property management issues, such as, but not limited to, burning or removal of vegetation, unless prior approval is granted by LESSOR.
- (e) LESSEE acknowledges that LESSOR may allow limited seasonal hunting under the supervision of the Florida Wildlife and Conservation Commission upon the Demised Premises.
- (f) LESSOR may engage a Range Conservationist to develop a long-range management plan for the Demised Premises. LESSEE acknowledges that he will cooperate with LESSOR and any plans that may develop for the Demised Premises as a result of future planning. LESSEE also acknowledges that LESSOR may elect to fence the evaluated range for mitigation purposes.

#### ARTICLE 17. Environmental Concerns

LESSEE represents, warrants and agrees to indemnify, reimburse, defend and hold harmless LESSOR, from and against all costs (including attorneys fees) asserted against, imposed on or incurred by LESSOR directly or indirectly pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment.

#### ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

#### ARTICLE 19. Waiver

No failure of LESSOR to enforce any terms or conditions herein shall be deemed to be a waiver.

#### ARTICLE 20. Effective Date

This Lease shall become effective upon execution by both LESSOR and LESSEE.

#### ARTICLE 21. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO THE LESSOR:

DATED: 7-24-07

ATTEST:  
DWIGHT E. BROCK, Clerk

[Signature]  
Deputy Clerk

Attest as to Chairman's  
signature

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

BY: [Signature]  
JAMES COLETTA, Chairman

AS TO LESSEE:

DATED: 8/14/07

[Signature]  
WITNESS (signature)

SUSAN D. GRAY  
(print name)

BY: [Signature]  
HUGH E. STARNES

[Signature]  
WITNESS (signature)

Terry Brown McCarthy  
(print name)

Approved as to form and legal sufficiency:

[Signature]  
Jennifer A. Belpedio, Assistant County Attorney

## **EXHIBIT "A"**

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006

LEGAL DESCRIPTION:

WEST HALF (W1/2) OF SECTION 30, TOWNSHIP 46 SOUTH,  
RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

**AND**

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200

LEGAL DESCRIPTION:

NORTHWEST QUARTER (NW1/4) OF NORTHEAST QUARTER  
(NE1/4) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28  
EAST, OF COLLIER COUNTY, FLORIDA.

**EXCEPT SELLERS RESERVE ANY OIL, GAS, AND MINERAL,  
RIGHTS OWNED BY THEM AS SET FORTH IN ANY  
PREVIOUSLY RECORDED DEED.**