



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** April 19, 2024

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*

**FROM:** David Sustachek, Senior Acquisition Agent *DS/MTC*

**CONTACT:** Mindy T. Cummings, Manager

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:** Approval and execution of Option and Land Lease Agreement by and between Farmland Reserve, Inc. and Orange County, Florida, and authorization for the Real Estate Management Division to exercise the initial Option, execute the Memorandum of Lease, exercise renewal options, execute estoppel certificates, furnish notices, and execute amendments, required or allowed by the Option and Land Lease Agreement, as needed for Deseret Ranch Communication Tower – Orange County, ISS Communication Tower. Lease File #10195. District 4. **(Real Estate Management Division)**

**PROJECT:** Deseret Ranch Communication Tower – Orange County  
ISS Communication Tower  
Lease File #10195

**PURPOSE:** To provide emergency telecommunication services to several Orange County departments.

**ITEM:** Option and Land Lease Agreement  
Cost: Option Fee - \$2,000  
Rent if Option is Exercised: Year one - \$25,200 per year  
Rent increase 5% annually during the initial term  
Initial Term: 20 years  
Options: Two, five-year renewals  
Size: 6,400 square foot tower site with access route.

**BUDGET:** Account No. 0001-031-0565-3620

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Risk Management Division  
Facilities Management Division  
Information Systems and Services Division (Radio Services)

**REMARKS:** This Option and Land Lease Agreement will provide an area for a communication tower to be built which will bring emergency telecommunication services to several Orange County Departments. There is an option payment in the amount of \$2,000 due within 30 business days of Orange County signing the agreement, which affords Orange County a due diligence period of one year after the effective date, if needed, to ensure the property is feasible and suitable to move forward with the construction of the tower and associated equipment. If after due diligence, the option is exercised to lease the premises, the lease term will be for 20 years, with two successive five-year option periods. Orange County Information Systems and Services will then build a tower, an equipment building with HVAC, and install a generator and associated utilities, as well as a gate and fencing to secure the site.

**Project:** ISS Communication Tower  
**File #:** 10195

APPROVED  
 BY ORANGE COUNTY BOARD  
 OF COUNTY COMMISSIONERS

**MAY 07 2024**

**OPTION AND LAND LEASE AGREEMENT**

**THIS OPTION AND LAND LEASE AGREEMENT** (“Agreement”) is made and entered into as of the last date signed below, (the “Effective Date”) by and between **Farmland Reserve, Inc., a Utah non-profit corporation**, (“Owner”), and the County named below.

<b>County:</b>	Orange County, Florida, a charter county and political subdivision of the State of Florida		
<b>County’s Contact:</b>	Enterprise Supervisor – Radio Services Section, Orange County Information Systems and Service Division 3511 Parkway Center Court, Orlando, Florida 32808 407-836-5926		
<b>Property:</b>	A portion of Parcel ID: 01-24-32-0000-00-001, being further described in the instrument recorded on OR Book 5625, Page 1805 (“Property”).		
<b>Owner Property ID:</b>	Farm Name: FL DCC Ranch County: Orange	Farm No. 6701 State: Florida	Property No. 507-7540
<b>Property Owner:</b>	Farmland Reserve, Inc., a Utah non-profit corporation registered to do business in Florida 13754 Deseret Lane, St. Cloud, Florida 34773 (“Owner”).		
<b>Road:</b>	An approximate thirty (30) foot gravel/dirt road, commonly referred to as the Cocoa Water Plant Road providing access from the adjacent public roadway, State Road 520, to the Premises (“Road”).		
<b>Driveway:</b>	An approximate twelve (12) foot wide gravel/dirt access driveway to the Site from the Road across a portion of the Property that provides vehicular and pedestrian access across the Property (“Driveway”).		
<b>Site:</b>	A site approximately 6,400 sq. ft. in size, including all the air space above; located near the intersection of State Road 520 and Cocoa Water Plant Road, unincorporated Orange County, Florida at approximately N 28° 23’ 37.84” Latitude and W 80° 57’ 12.68” Longitude (“Site”).		
<b>Commencement Date:</b>	The land lease commences on the date set forth in Paragraph 1 below.		
<b>Lease Term:</b>	See Paragraph 4 below.		
<b>Lease Rate:</b>	See Paragraph 5 below.		
<b>Payment Due:</b>	See Paragraph 5 below.		
<b>Payment paid to:</b>	Owner at the address set forth in Paragraph 15 below or as subsequently updated.		

**1. OPTION TO LEASE.**

- a. **Grant.** Owner grants to County an exclusive option (the "**Option**") to lease the Site and Driveway (collectively, the "**Premises**") for the purpose of constructing a radio communication tower, as further described in this Agreement and as illustrated on **Exhibit A**, attached hereto and incorporated herein by reference. Subject to the limitations set forth in Section 6e below, the grant includes a license to utilize the Road to access the Premises to perform the Tests (as defined below). This license to utilize the Road is non-revocable as long as this Agreement remains in effect.
- b. **Option Period.** The Option Period shall commence on the Effective Date and shall terminate on the date that is one year after the date of the Effective Date (the "**Option Period**"). In the event the Option is not exercised in the manner described below prior to the expiration of the Option Period this Agreement shall automatically terminate.
- c. **Consideration for Option.** In consideration of Owner granting County the Option to lease the Premises, County agrees to pay Owner the sum of **TWO THOUSAND** and No/100 U.S. Dollars (**\$2,000.00**) (the "**Option Fee**") within thirty (30) business days of the Effective Date.
- d. **Due Diligence.** During the Option Period, County and its agents, engineers, surveyors and other representatives will have the right, at County's expense, to enter upon the Property via the Road to access the Premises to perform any due diligence it desires on the Property, including without limitation, investigation of title, survey, soils, environmental, geotechnical, and perform necessary tests and reports regarding the condition of the Property (collectively, the "**Tests**"); provided however, County and its agents, engineers, surveyors, and other representatives shall not undertake invasive testing on, in or under the Property, or any portion thereof, such as a Phase II Environmental Study, without first obtaining the prior written consent of Owner (which consent may be granted or withheld in Owner's reasonable discretion. County shall restore the Premises to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by County excepted.
- e. **Exercise of Option.**

On or before the expiration of the Option Period, County may exercise the Option to lease the Premises by notifying Owner in writing in substantially the same form as attached as **Exhibit B** (the "**Option Notice**"). If County exercises the Option, then Owner leases the Premises to the County subject to the terms and conditions of this Agreement and said lease shall commence as of the Commencement Date (as defined below). If County does not timely exercise the Option during the Option Period, this Agreement shall terminate and the parties shall have no further liability to each other except for those obligations that expressly survive termination.
- f. **Termination of Option.** If County fails to exercise the Option during the Option Period, the Option and the rights of County as the optionee shall automatically terminate, this Agreement shall be of no further force or effect and the Parties shall thereafter be relieved of all liability hereunder except for matters specifically provided to survive the termination of this Agreement. Further, County, at its option, shall have the right to terminate this Agreement at any time during the term of the Option Period by giving written notice to Owner.
- g. **Assignability.** The Option and Agreement are not assignable by County.

- 2. GRANT AND COUNTY USE.** If the County exercise its Option to lease the Premises, then in consideration of the obligation of County to pay rent as herein provided and in consideration of the other terms, covenants,

and conditions hereof, Owner leases to County, and County leases from Owner, the Premises, to have and hold for the Term, subject to the terms, covenants and conditions of this Agreement for the sole purpose of installing, maintaining and operating a radio communication tower. In addition, the grant to lease the Premises includes a license to utilize the Road to access the Premises as set forth in Section 6e below. This license to utilize the Road is non-revocable as long as this Agreement remains in effect but is subject to the limitations set forth in Section 6e below. More specifically, County is permitted to use the Premises for the installation, maintenance and operation of the following:

a.	Tower	A 270-foot three-legged lattice tower and base
b.	Building	A building approximately 12' x 16' (which Building is and shall continue to be made of concrete block, pre-stressed roof style construction) to be used in conjunction with the Tower.
c.	Generator	A generator, concrete pad and associated above ground fuel tank(s)
d.	HVAC equipment	Associated with the Building
e.	Fencing	Security fences enclosing: (i) the Tower (which fenced area has and shall have a perimeter of approximately 80 feet by 80 feet) and (ii) fencing and gate at the entrance to the Driveway (as defined below) from Cocoa Water Plant Road.
f.	Lighting	A dual mode lighting system, which provides daytime strobe and nighttime red flashing for air traffic notification or as may be required per Governmental Approvals (as defined below).
g.	Driveway	Access to the Site from the Cocoa Water Plant Road is across a portion of the Property approximately twelve (12) feet wide that provides vehicular and pedestrian access between the Road and the Site. County shall install a culvert at the entrance of the Driveway to preserve the integrity of Cocoa Water Plant Road. County shall also install a gate at the existing fence line on the Property across the Driveway.
h.	Utilities	The installation of utilities along the Driveway to enable County to tie into existing utilities on the Property, pursuant to the terms of a separate written easement agreement, the terms and conditions of which shall be mutually agreed upon between County, Owner and the utility company to which the utility easement is granted.

County shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Owner, which may be withheld in Owner's sole discretion: (i) any waste, loss, or damage to the Premises, (ii) any public or private nuisance, or (iii) any conduct which in Owner's reasonable discretion, is illegal, obscene, noxious, or unreasonably noisy or offensive or materially inconsistent with the permitted use described above.

- 3. ACCEPTANCE OF PREMISES.** County acknowledges that Owner has made no representation or warranty as to the suitability of the Premises for the conduct of County's use, and County waives any implied warranty that the Premises is suitable for County's use. Upon exercise of County's Option, County accepts the Premises in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including

but not limited to both latent and patent defects. In no event shall Owner have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that County accepts the Premises and that the Premises was in good condition at the time possession was taken. County acknowledges that Owner does not provide security for the Premises and it shall be County's sole responsibility to secure its personal property placed at the Premises.

**4. TERM.**

- a. **Initial Term.** The initial term of this Agreement will be twenty (20) years (the "**Initial Term**") commencing on the first day of the month following the date County exercises its Option (the "**Commencement Date**"), unless otherwise terminated as provided in Paragraph 19 below.
- b. **Renewal Term.** County shall have the right to renew this Agreement for two (2) consecutive five (5) year periods (a specific term is referred to as the "**Renewal Term**"), on the same terms and conditions as set forth herein, except as this Agreement may be modified pursuant to Paragraph 29 below.
- c. **Notification.** This Agreement shall automatically be extended for each successive Renewal Term unless County notifies Owner of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before six (6) months before the end of the Initial Term or current Renewal Term.

The Initial Term and any Renewal Term shall collectively be referred to as the "**Term**."

**5. CONSIDERATION.**

**a. Rent-**

- i. Within fifteen (15) days after the Commencement Date, and on or before the first day of each month thereafter during the Term of this Agreement, County covenants and promises to pay to Owner as rent for the Premises, TWENTY-FIVE THOUSAND TWO HUNDRED and No/100 U.S. Dollars (\$25,200.00) yearly, with said payment being paid in advance in monthly payments of TWO THOUSAND ONE HUNDRED and No/100 U.S. Dollars (\$2,100.00) (as may be adjusted hereunder, "**Rent**"). As a governmental entity, County is exempt from paying sales tax.
- ii. The parties acknowledge that the Rent during the Initial Term shall increase five percent (5%) on each anniversary of the Commencement Date.
- iii. The parties acknowledge that the Rent during the Renewal Term shall increase five percent (5%) every year during the Renewal Terms, if exercised.
- iv. At least ten (10) days prior to execution of this Agreement, Owner agrees to provide County with an executed Public Disclosure Affidavit ("**Affidavit**") in accordance with Section 286.23, Florida Statutes. Thereafter, Owner agrees to provide County with an updated Affidavit during the Term of this Agreement within ten (10) days of County's written request.
- v. Upon execution of this Agreement, Owner agrees to provide County with a completed IRS Form W-9 and at such other times as may be reasonably requested by County, including any change in Owner's name or address.
- vi. County shall pay Rent by check in the name of Owner at the address provided in Paragraph 15 below, or in form as otherwise agreed by the parties in writing.

- b. **Governmental Approval Fees-** Owner agrees that County's ability to use the Premises is contingent upon the suitability of the Property for County's use as determined during the Option Period and

County's ability to obtain and maintain all Government Approvals (defined below) after exercising best efforts to obtain and maintain the same. County at its own expense shall be responsible for the costs and fees associated with applying for and maintaining Governmental Approvals (defined below) as applicable.

- c. **Utilities-** County at its own expense shall install the utilities permitted hereunder and pay all bills for utilities furnished to the Premises, including but not limited to electricity, telephone and internet. County is responsible for removal of all man-made waste. County is not permitted to install water lines to the Premises. There is no water available for the Premises.
- d. **Taxes and Assessments-** Owner shall be responsible for payment of all ad valorem taxes levied upon the Property, Premises, improvements and other property of Owner. In the event Owner fails to pay any such taxes or other fees and assessments, County shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Rent amounts due under this Agreement. County shall be responsible for payment of all personal property taxes that accrue as a result of the personal property or business maintained at the Premises by County as well as documented increases in real estate taxes and assessments directly attributable to its use of the Premises and its personal property at the Premises, only for so long as this Agreement remains in effect. Owner shall provide County with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event more than seven (7) business days after receipt by Owner. If Owner fails to provide such notice within such time frame, Owner shall be responsible for taxes due for the year covered by the assessment. County shall have the right to contest, in good faith, the validity or the amount of any personal property tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as County may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Owner, County, or both, with respect to the valuation of the Premises and County's personal property at the Premises. Owner shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by County and any refunds or rebates secured as a result of County's action shall belong to County. Owner may contest by appropriate legal proceedings the amount, validity, or application of any taxes, assessments or liens thereof.
- e. **Delinquent Payment Penalty.** If County is delinquent in any payment due hereunder for more than thirty (30) days, County shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. In addition, if County fails to make payment within ten (10) days following written notice, interest shall start to accrue thereon from the due date for such payment at the rate of \$10.50 per day ("**Default Interest**").

## **6. COUNTY'S RIGHTS AND RESPONSIBILITIES.**

- a. **Survey of Premises.** County at its own cost and expense shall survey the location of the Premises including the proposed location of the Tower within the Premises and upon receipt, shall deliver a copy of the same to Owner (the "Preliminary Survey"). In connection therewith, Owner and County may use the Preliminary Survey to prepare an exhibit to the Memorandum of Agreement that is in recordable form and in a format that is otherwise acceptable to Owner. Upon completion of the Tower and other improvements on the Premises and within or adjoining the Driveway, County shall deliver to Owner a copy of the County's "As-Built" survey, certified to both County and Owner. Owner shall have up to ten (10) business days from the time of receipt of the Preliminary Survey and the "As-Built" survey from County (the "**Review Period**"), respectively, to respond, approve or deny any such survey format in which case County and Owner agree to cooperate in good faith and in a commercially reasonable manner to address Owner's comments. In the event Owner either (i) fails to respond or deny in writing County's

request to accept the format of such survey within the Review Period or (ii) fails to provide a written response within five (5) business days of receipt of a revised or reformatted survey by County after comment from Owner in accordance with this paragraph, the Preliminary Survey or “As-Built” survey, respectively, will be deemed approved. County at its sole cost and expense has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. In the event County determines, in its sole discretion during the Option Period, due to the title report results or survey results that the condition of the Property and/or Premises is unsatisfactory, County will have the right to terminate this Agreement upon notice to the Owner.

- b. Government Approvals.** County at its own cost and expense shall procure all applicable Government Approvals (defined below).
- c. Premise Improvements, Installation.** Subject to and in conformance with the applicable Government Approvals, County is permitted to construct at the Premises the following:
- i. Tower.** County is permitted to construct a tripod, lattice style tower or similar type communications tower (“**Tower**”) not to exceed two-hundred seventy (270) feet as shown on the attached **Exhibit C**. In connection therewith, County shall deliver to Owner its plans and specifications for the Tower and other improvements within the Premises and Driveway for Owner’s prior written approval, not to be unreasonably withheld, conditioned, or delayed if consistent with **Exhibit C**. If County chooses to install any other type of tower, other than the tower shown in **Exhibit C**, County must secure Owner’s written permission which may be withheld in Owner’s sole discretion. Owner shall have up to ten (10) business days from the time of receipt of a request from County to install any other type of stealth camouflaged tower (the “**Review Period**”) to respond, approve or deny any such installation at the Premises. In the event Owner either (i) fails to respond or deny in writing County’s request within the Review Period or (ii) fails to provide a written response within five (5) business days of receipt of designs revised by County after comment from Owner in accordance with this Subsection, the alternate designs will be deemed approved. In the event Owner provides comments to County pursuant to its rights under this Section, County and Owner shall work together in good faith and in a commercially reasonable manner to address Owner’s comments.
  - ii. Fence and Gate.** County is permitted to and shall construct a chain link fence with barbed wire (collectively, “**Site Fence**”) to secure the Site. The Site Fence shall not exceed eight (8) feet in height and shall be non-reflective material or painted to blend with the natural environment. County is permitted to and shall construct an entrance gate and fence similar to the one shown in **Exhibit D**.
  - iii. Building and Generator.** County is permitted to construct/place an approximately 12 ft. X 16 ft. building with HVAC, a generator, concrete pad, and above ground fuel tank(s) and related items (i.e., accessory structures) for the operation of the Premises.
  - iv. Utilities.** County is permitted to install utilities along the Driveway to enable County to tie into existing utilities on the Property.
  - v. Driveway.** County has the right to construct a twelve (12) foot wide dirt/gravel access drive with culvert from Cocoa Water Plant Road to the Site and install a gate at the intersection of the driveway and the existing fence line.
- d. Repairs and Maintenance-** County shall maintain all improvements installed at the Premises. County acknowledges and agrees that Owner is not responsible for the maintenance of Cocoa Water Plant Road.



**Project:** ISS Communication Tower  
**File #** 10195

Cocoa Water Plant Road is maintained by the City of Cocoa pursuant to a separate agreement between the Owner and the City of Cocoa.

- e. **Access-** County shall enjoy twenty-four (24) hours per day, seven (7) days per week, 365 days per year ingress and egress over and across the Road for access to the Premises; provided, however that Owner may reasonably condition or deny County's access along the Road periodically due to maintenance work by the City of Cocoa or in connection with Owner's use of Owner's property (i.e., when Owner is rotating cattle). Owner shall endeavor to give County prior notice of any access limitation prior to the date thereof.
- f. **Gate(s)-** Owner will provide County with a lock that will provide County access through the gate(s) on the Road. County agrees to leave all gates across the Road as they find them. For example, if a gate is closed and locked, County shall close and lock the gate upon ingress and egress to the Property. County agrees to keep the gate installed by County closed upon ingress and egress to the Premises.
- g. **Title to Personal Property at Premises.** Personal property shall include all County owned property constructed, installed and placed upon the Property during the term of the Agreement. This includes, but is not limited to, the items set forth in Paragraphs (2)(a) through (2)(h) and Paragraph (6)(b). Owner acknowledges and agrees that no part of the personal property that is constructed, erected or placed on the Premises by County, or any of its licensee's, will become, or be considered as being affixed to or a part of, the Property, except as otherwise expressly set forth herein. All personal property placed by County on the Premises will be and remain the property of the County and may be removed by the County at any time during the Term. Title to the personal property at the Premises, and ownership thereof, its appurtenances and equipment, shall remain with and be in the name of the County, except as otherwise set forth herein.
- h. **Liens.** County shall cause no liens or other encumbrances to be placed against said Premises by any act or omission of the County. County agrees that it will pay for any labor performed or materials furnished to the Premises, and that it shall hold Owner harmless from all loss, or expense arising out of asserted claims or liens against the Premises.
- i. **Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment and the above-ground fuel storage tank to be placed on the Premises and handled in accordance with all Environmental Laws, County agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Owner's Property. As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Environmental Laws. The term "Environmental Laws" means (i) federal, state and local statutes, laws, rules, or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding,

burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist. County agrees to immediately notify Owner of any leaking or spillage of Hazardous Substances on the Property. County shall be liable for all cleanup and remediation costs thereof; provided, however, that nothing herein shall preclude County from pursuing recovery from and against any unaffiliated third party, County employee, consultant, contractor, or agent (collectively, "**County's Agents**"). This section shall survive the expiration or termination of this Agreement.

- j. Colocation.** County shall not have the right, without the consent of Owner, to enter into co-location agreements with other entities or parties for use of the Tower.
- k. Adjacent Property.** County shall conduct its activities during the construction of the Tower and related improvements so as not to interrupt Owner's use of the Property. In the event that County damages the Property during construction or at any other time during the term of this Lease, County, at its sole cost and expense shall restore the Property to the condition it was prior to entering this Lease. County shall require and ensure that the Tower does not cause interference to the communications or electronic equipment of Owner or any other third party located near the Premises. In the event of any such interference, County shall promptly minimize such interference to an acceptable degree, as determined at Owner's sole discretion. If the interference is not minimized to an acceptable degree within a 48-hour period, then County will shut down the offending equipment (except for intermittent testing during the course of discovery of a cure) until such time as the interference is remedied.

**7. OWNER'S REPRESENTATIONS, RESERVED RIGHTS AND RESPONSIBILITIES.** Owner hereby represents the following and reserves the following rights with regard to the Property and the Premises.

**a. Representation.**

**i. Title.** Owner warrants that it has fee simple title to the Property and is not prohibited to lease the same for County's intended uses as set forth herein, for the term and the renewals thereof granted by this Agreement. Owner further covenants that County, upon the payment of the rents herein to Owner, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Premises, without hindrance on the part of the Owner or any person or persons claiming by, through or under the Owner, for the Term, herein leased, except that Owner may cultivate the remainder of the Property as long as it does not interfere with County's use of the Premises for its intended purpose.

**ii. Hazardous Substances.** To Owner's actual knowledge, without any duty to inquire, as of the Effective Date there are no Hazardous Substances on, under, or within the Premises in violation of Environmental Laws.

**b. Right of Entry and Inspection.** Owner has a right during the term of this Agreement to enter upon the Premises at any time for the purpose of inspecting the Premises. Owner agrees that any such entry shall be in a manner and at times such that it does not unreasonably interfere with County's operations and or use therein. Owner agrees it will not enter within the fenced area of the Premises without being accompanied by a representative of County.

**c. Owner's Use Rights.** Except for the rights expressly granted to County pursuant to this Agreement, Owner reserves to itself, all other rights arising out of the ownership of the Property, including without limitation, the right to engage in, or permit, or invite others to engage in, all uses of the Premises or Property not expressly prohibited herein and that are not inconsistent with the terms of this Agreement.

- d. **Sale of Property.** Owner retains the right to sell, lease or use any of the Property subject to this Agreement and County's rights hereunder upon written notice to County. Upon sale, Owner shall be relieved of all liabilities and obligations hereunder and County shall look solely to the successor in interest for performance under this Agreement and all obligations hereunder. The new Owner shall have a duty at the time of such transfer to provide County with a completed IRS Form W-9, or its equivalent, Public Disclosure Affidavit, and other related paperwork to permit the payment of Rent to the new Owner. County within thirty (30) days of Owner's written request, shall execute and return to Owner a commercially reasonable estoppel certificate certifying as to certain facts related to the existence of this Agreement, including without limitation, the amount of Rent due hereunder and paid as of the date such estoppel certificate is given, and the existence and nature of any defaults hereunder, if any.
  - e. **Mortgages.** Owner agrees that if the Property becomes encumbered by a mortgage on the Property, then Owner shall pay when due all payments on any mortgage secured by the Property in accordance with the terms of the mortgage. If the Property is encumbered by a mortgage, Owner acknowledges that County's obligations under this Agreement are contingent upon obtaining a satisfactory non-disturbance agreement from any mortgagee or other lienor. If a satisfactory non-disturbance agreement is not obtained, then at County's option, all prepaid rent and deposits shall be returned to County, and County may terminate this Agreement by written notice to Owner without further liability whatsoever.
  - f. **Right of First Refusal/Rental Stream Offer.** Owner shall not assign and/or transfer the revenue rental stream associated with this Agreement to a third party, except in connection with an assignment of this Agreement upon the sale or other transfer or disposition of the Property.
8. **GOVERNMENTAL APPROVALS.** The proposed uses contained in this Agreement may require certain governmental approvals for the construction and operation of the communications tower, if not exempt pursuant to Section 38-5 of the Orange County Code. Owner acknowledges that County's ability to use the Premises may further be contingent upon County's ability to obtain and maintain State, Local and Federal government approvals (the "**Government Approvals**"). Owner authorizes County, at its sole cost and expense, to prepare, execute and file all required applications to obtain the Government Approvals for County's use under this Agreement and agrees to reasonably assist County with such applications and with obtaining and maintaining such Government Approvals.
9. **INSURANCE.** County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, damages or claims which are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, County agrees to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by Owner, County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits. In addition to the foregoing, County shall require all contractors, consultants and other third parties entering and/or performing work on the Premises on its behalf to maintain insurance at the levels outlined in **Exhibit E**.
- a. County shall exercise its privileges hereunder at its own risk. Owner shall not be liable in any manner to County, County's business invitees, employees or to any other party or parties for any loss, cost, damage or injury arising out of or in any manner connected with the Premises, or any part thereof, or arising out of, or in any manner connected with the condition thereof save those liabilities, damages, causes of actions, suits, attorney's fees, costs and expenses arising from the negligent or intentional acts of the Owner.

- b. County shall be fully responsible for insuring its own property and will not look to Owner for same. County waives all rights of recovery and will have each policy of insurance required herein (including any property insurance maintained by County) endorsed with waivers of subrogation in favor of the Owner.

**10. INDEMNITY.** County shall indemnify, defend with counsel of Owner's choice, and hold Owner and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "**Claims**" or a "**Claim**") from County arising from (i) any use of the Premises, Driveway, Road and/or property, by County, (ii) any negligent act or omission of County, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving County and its or their property on the Premises or Property, (iv) any violation or alleged violation by County of any law or regulation now or hereafter enacted, (v) the failure of County to maintain the Premises in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by County on or about the Premises or Property, (vii) any breach by County of its obligations under this Agreement, or (viii) any enforcement of Owner of any provision of this Agreement and any cost of removing County from the Premises or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Indemnitees.. County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors. The obligations hereunder shall survive the expiration or termination of this Agreement. County shall require that indemnification language be included in its contracts such that its consultants, contractors, or agents performing work within the Premises or Property shall provide indemnification to the Owner. At Owner's request, County shall deliver to Owner a copy of any contract entered into between County and any of County's consultants, contractors, or agents performing work within the Premises or Property.

**11. FORCE MAJEURE.** Owner and County shall not be held responsible for delays in their performance of their respective obligations hereunder when caused by strikes, lockouts, labor disputes, supply chain delays, acts of God, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Owner.

**12. CASUALTY.** If any part of the Tower or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in County's sole determination, then County may terminate this Agreement by providing written notice to the Owner within sixty (60) days of the date of such casualty, which termination will be effective as of the date of such damage or destruction. Upon such termination, County will be entitled to collect all insurance proceeds payable to County on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Upon termination, County is responsible for removing all of its personal property from the Premises pursuant to the requirements of Section 21. If County decides not to terminate this Agreement and undertakes to rebuild the Tower, County's obligation to pay Rent shall continue and Owner agrees to use its reasonable efforts to permit County to place temporary antenna facilities on the Premises at no additional Rent until such time as the reconstruction of the Tower is completed, which timeframe shall not be greater than six months from the date of the casualty, except Owner agrees that in the event that County's attempt to obtain all

necessary approvals authorizing the reconstruction of the Tower, is delayed or stayed for any period of time due to regulatory or legal challenges by individuals opposed to construction of such facility, or if County is required to proceed in court to overturn a denial of its application and related permission and authorization requests mandated by the applicable federal, state, and local zoning and permitting authorities, this six months period shall be extended for the same period of time as those delays or stays provided that County provides Owner with written notice of the delay or stay prior to the expiration of such six months period.

- 13. CONDEMNATION/EMINENT DOMAIN.** In the event Owner receives notification of any eminent domain or condemnation proceedings affecting the Premises, Owner will provide notice of the proceeding to County within forty-eight (48) hours. If a taking or condemning authority takes the entire Premises, or a portion sufficient, in County's sole determination, to render the Premises unsuitable for County, this Agreement will terminate as of the date the title vests in the taking or condemning authority. The parties will each be entitled to pursue their own separate awards in the eminent domain or condemnation proceeds, which for County will include, where applicable, the value of its Tower, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to County will not diminish Owner's recovery. County will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- 14. NO PARTNERSHIP OR JOINT VENTURE CREATED.** Nothing herein should be construed as directly or impliedly creating a joint venture, partnership or other relationship between the parties. County acknowledges that Owner shall not be required to provide accident, medical, liability, worker's compensation insurance or any other insurance for County or any third party. County is solely responsible for the supervision of all of its employees, sublessees and invitees.
- 15. NOTICE.** All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail, or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

**Owner**  
Farmland Reserve, Inc.  
a Utah non-profit corporation  
Attn: Jolie Long  
13754 Deseret Lane  
St. Cloud, Florida 34773

Phone: 407-892-3672  
Email: [jolong@deseretranches.com](mailto:jolong@deseretranches.com)

**With a copy to:**  
Farmland Reserve, Inc.  
Attn: Legal Dept.  
60 E. South Temple Street, Suite 1600  
Salt Lake City, Utah 84111  
Email: [frilegal@farmlandreserve.org](mailto:frilegal@farmlandreserve.org)

**County**  
Orange County, Florida  
Attn: Manager  
Orange County Real Estate Management Division  
Mailing P.O. Box 1393  
Address: Orlando, Florida 32802  
Physical 400 E. South Street, Suite 500  
Address: Orlando Florida 32801

Phone: 407-836-7070  
Email: [Leasing@ocfl.net](mailto:Leasing@ocfl.net)

**With copies to:**  
Orange County, Florida  
Attn: County Attorney's Office  
Mailing P.O. Box 1393  
Address: Orlando, Florida 32802  
Physical 201 South Rosalind Avenue, 3<sup>rd</sup> Floor  
Address: Orlando, Florida 32801

Orange County, Florida  
Attn: Enterprise Supervisor – Radio Services Section  
Orange County Information Systems and Services  
Division  
3511 Parkway Center Court  
Orlando, Florida 32808

- 16. WAIVER OF JURY TRIAL; JURISDICTION.** ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
- 17. GOVERNING LAW AND ATTORNEY'S FEES.** This Agreement and the rights and obligations of the Parties hereto are governed by the laws of the State of Florida. Exclusive venue for any and all actions or proceedings in connection with this Agreement will be the State of Florida, in any State court located in Orange County, Florida having jurisdiction over the subject matter thereof. Owner hereby waives any objection to the venue of any action filed in any court with jurisdiction located in Orange County, Florida, and Owner hereby waives any right under the doctrine of forum non conveniens or otherwise, to transfer any such action filed in any such court to any other court. In the event of any dispute hereunder, the Parties expressly agree that the substantially prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.
- 18. SURRENDER AND HOLDING OVER.** Upon termination of this Agreement or expiration of the Term, County shall surrender the Premises to Owner. Unless otherwise directed by Owner, County is required to remove all of its personal property in accordance with Paragraph 20 below. There will be no holding over of the Premises, but if County holds over or continues to use or occupy the Premises after the expiration or termination of this Lease, County shall continue to pay Rent at the rate that is one hundred and twenty-five percent (125%) of the Rent otherwise due hereunder prior to the expiration or termination of this Agreement on a monthly basis until the date that is 180 days after the expiration or termination date, and thereafter at the rate that is two hundred percent (200%) of the Rent otherwise due hereunder prior to the expiration or termination of this Agreement as permitted under Florida Statutes §83.06. County shall be deemed a tenant-at-sufferance in the event of any holdover.
- 19. DEFAULT BY OWNER; REMEDIES.** Owner shall be in default hereunder upon breach of any covenant or representation or warranty contained herein, which default is not cured within thirty (30) days after written notice from County specifying such default (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary to complete such cure). Upon Owner's default that is not cured within the applicable cure period, County shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Owner. In addition,

subject to Paragraph 10, this Agreement may also be terminated by County prior to the expiration of the Initial Term or any Renewal Term by providing no less than thirty (30) days prior written notice, for the following reasons:

- a. If County is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission, including but not limited to, a take back of channels or change in frequencies; or
- b. If County determines that the Premises is not appropriate for its operations, for technological, economic, or financial reasons, including without limitation, signal interference; or
- c. The filing of bankruptcy or receivership by Owner.

All obligations of County hereunder not fully performed as of the termination of the Initial Term (or Renewal Term) shall survive the termination of the Initial Term (or Renewal Term), including without limitation, indemnity obligations, payment obligations and obligations concerning the condition and repair of the Premises.

**20. DEFAULT BY COUNTY – REMEDIES.** With respect to the obligation to pay Rent hereunder, County shall be in default upon failure to pay Rent when due, which failure is not cured within ten (10) days following written notice from Owner. With respect to the obligation to pay any other sum due hereunder following receipt of written notice from Owner, County shall be in default upon failure to pay such sum when due. With respect to any non-monetary default hereunder, County shall be in default if County breaches any such covenant or representation or warranty hereunder and fails to cure the same within thirty (30) days of written notice, unless cure requires more than thirty (30) days in which case such cure period shall be extended for such additional time as is reasonably required to effectuate such cure provided that County has commenced to cure within said 30 days and is pursuing the same with reasonable diligence. Upon County's default under this Agreement, Owner may: (i) perform such obligations on behalf of County, whereupon County shall reimburse Owner for the costs incurred (including documentation of invoices and receipts) as additional Rent within ten (10) days after County's receipt of Owner's demand plus Default Interest; (ii) terminate this Lease by written notice to County and recover all amounts then due to Owner, plus Default Interest; and/or (iii) pursue any and all remedies available at law or in equity, including injunctive relief or specific performance. Should Owner elect to terminate this Lease, Owner may recover any and all damages permitted by law or in equity, in addition to those remedies under this Lease including reasonable attorney's fees in accordance with Paragraph 17 above.

**21. SURRENDER - REMOVAL.** Within one hundred eighty (180) days after termination or expiration of this Agreement, County shall remove all of its above-ground and below ground improvements, apparatus, and facilities, along with any footings or foundations installed by County, and County shall restore the Premises and Driveway to their original condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty not caused by County excepted (the "**Removal Period**"). If County fails to remove its personal property and restore the Premises and Driveway prior to the expiration of the Removal Period, or fails to commence removal of all of its above-ground and below ground improvements, apparatus, and facilities, along with any footings or foundations installed by County, within ten (10) days after the termination or expiration of this Agreement and diligently pursue to completion along with the restoration of the Premises and Driveway as required herein, Owner shall elect one of the following remedies:

- a. Owner shall send written notice to County that it deems the personal property abandoned in accordance with applicable laws and Owner elects to retain the personal property. In such case County agrees to execute a bill of sale and general assignment in the form attached hereto as **Exhibit F** conveying title to the Tower and related facilities and all permits, licenses, approvals, plans and specifications, reports, studies, warranties, and other documents related thereto to Owner for no monetary consideration, it being

**Project:** ISS Communication Tower  
**File #** 10195

expressly acknowledged that this covenant is good and valuable consideration and material to Owner's willingness to enter into this Agreement with County as of the Effective Date. In the event Owner elects to acquire title to the Tower and related facilities pursuant to the foregoing bill of sale and general assignment, County shall be prohibited from removing the same;

**OR**

- b. Owner shall send written notice to County that it deems the personal property abandoned in accordance with applicable laws and Owner elects to remove and dispose of the personal property and restore the Premises and Driveway at the County's sole cost and expense, plus a fifteen percent (15%) administrative charge. Owner shall submit a written request to County for reimbursement of actual costs of removal and disposal and the fifteen percent (15%) administrative charge within one hundred and eighty days (180) days following the expiration of the Removal Period. Invoices received after the foregoing date will not be paid by County.

The above remedies shall survive termination or expiration of this Agreement.

22. **DISPUTE RESOLUTION.** In the event a dispute arises under this Agreement, each party mutually agrees to the following course of action:
  - a. First attempt in good faith to resolve the dispute amongst the respective parties;
  - b. Then, if no resolution can be met, each party mutually agrees to subject the dispute to mediation; and
  - c. Then, if no resolution can be reached in mediation, then the dispute may be filed with a court having jurisdiction.
23. **WAIVER.** The failure of either party to insist upon the strict performance of any given provision of this Agreement shall not constitute a waiver of or estoppels against asserting the right to require that performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach of similar nature or otherwise.
24. **PARTIAL INVAILIDITY.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances is determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Agreement will be valid and enforced to the fullest extent permitted by law.
25. **COUNTERPARTS.** This Agreement may be executed in two counterparts and as so executed shall constitute one agreement, binding on the Owner and County, notwithstanding that the Owner and County are not signatory to the original or the same counterpart.
26. **HEADERS/CAPTIONS.** All headers, paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
27. **CONSTRUCTION.** The parties hereto acknowledge that each party and its counsel have reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.



28. **EFFECTIVE DATE.** This Agreement shall become effective on the date this agreement is approved by the Board of County Commissioners for Orange County, Florida and executed by County below.
29. **AMENDMENT/MODIFICATION/RECORDING.** This Agreement may not be amended or modified except by a written agreement executed by all parties. The entirety of this Agreement may not be recorded in the public record. A memorandum of this Agreement executed by the parties may be recorded in the public record by County upon the exercise of its Option at its sole expense and in substantially the same form as attached hereto as **Exhibit G.**
30. **DELEGATION OF AUTHORITY.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign the Option Notice, sign estoppel certificates, and sign amendments to this Agreement.
31. **BROKERAGE COMMISION.** County warrants and represents to Owner that it was not represented by a broker in this Agreement. Owner warrants and represents to County that it was not represented by a broker in this Agreement. Notwithstanding anything to the contrary contained herein, this Paragraph will survive the expiration or any termination of this Agreement.
32. **NO PUBLIC RIGHTS CREATED.** Nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.
33. **ENTIRE AGREEMENT.** This Agreement constitutes the complete agreement of Owner and County with respect to the subject matter hereof and supersedes any prior written agreements. No representations, inducements, promises or agreements, oral or written, have been made by Owner or County, or anyone acting on behalf of Owner or County, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Agreement. This Agreement may not be amended except by an instrument in writing signed by both parties hereto.


*[Signatures to Follow]*

**Project:** ISS Communication Tower  
**File #** 10195

***Owner Execution Page of Option and Land Lease Agreement***

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the Effective Date.

**OWNER:**  
FARMLAND RESERVE, INC.  
A non-profit corporation

By: 

Name: Clint Richardson  
Title: Vice President

Date: 3/27/2024

Project: ISS Communication Tower  
File # 10195

**County Execution Page of Option and Land Lease Agreement**

IN WITNESS WHEREOF, Owner and County have executed this Agreement as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 7 May 2024

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: *David Rooney*  
Deputy Clerk

Printed Name: DAVID ROONEY

Date: 5/7/24



**EXHIBIT A**  
**Premises**



Figure 1 Aerial of Proposed Site (for illustrative purposes only)

**EXHIBIT A**  
 Premises  
 (continued)

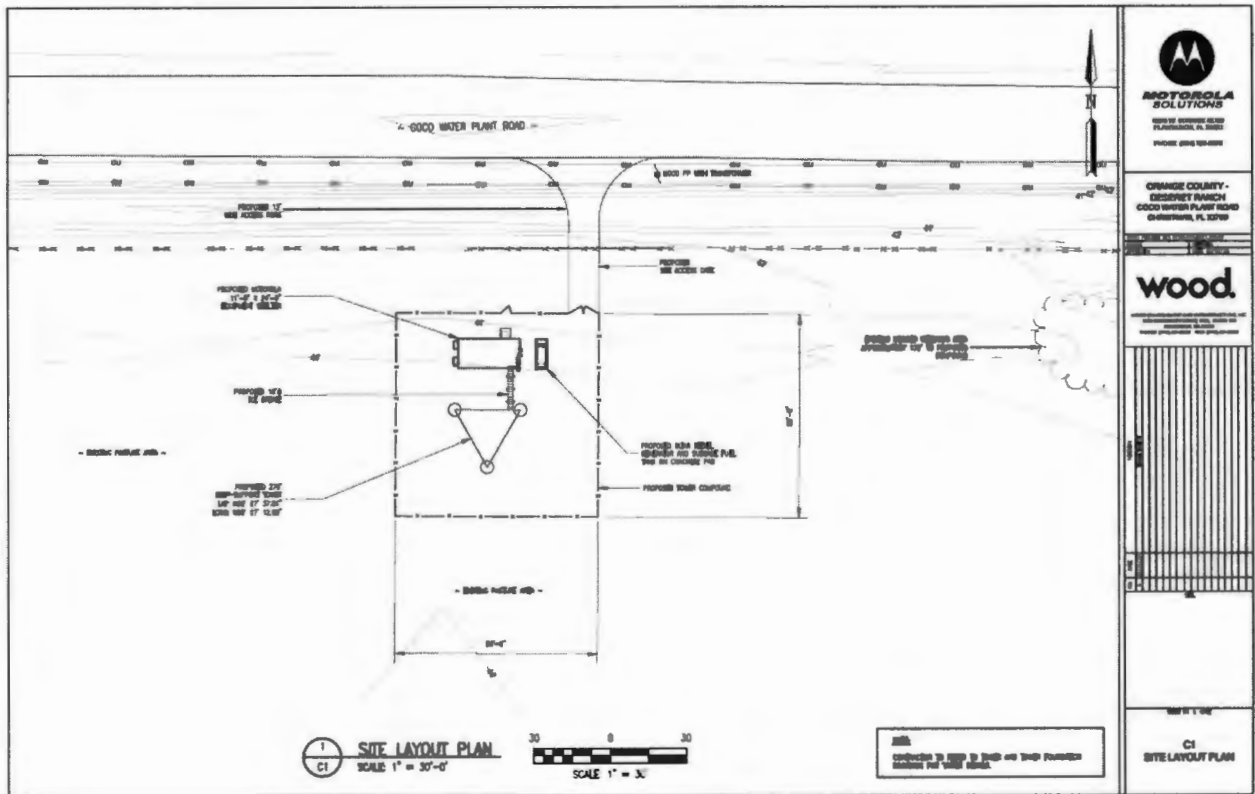


Figure 2 Site Layout (for illustrative purposes only)

**Project:** ISS Communication Tower  
**File #** 10195

**EXHIBIT B**  
**Form of Option Notice**

Farmland Reserve, Inc.  
Attn: Jolie Long  
13754 Deseret Lane  
St. Cloud, Florida 34773

Delivered via: U.S. Mail Certified  
  
AND  
Email at: [jolong@deseretranches.com](mailto:jolong@deseretranches.com);  
[frilegal@farmlandreserve.org](mailto:frilegal@farmlandreserve.org)

RE: Notice to Exercise Option  
Option and Land Lease Agreement by and between Farmland Reserve, Inc. and Orange  
County Florida  
County File Reference #10195

Dear Ms. Long:

Orange County (“Tenant”) entered into an Option and Land Agreement with Farmland Reserve, Inc. (“Owner”) approved by the Board of County Commissioners on [DATE], for a portion of Parcel ID: 01-24-32-0000-00-001 to build a tower to provide emergency service telecommunication to several Orange County Departments (“Agreement”). Per Paragraph 1(b) of the Lease, the Option Period shall either terminate or be exercised on or before [DATE]. Tenant desires to exercise the Option and lease the Premises from Landlord and hereby provides notice to Landlord pursuant to Paragraph 1(e)(i) of the Agreement. Per Paragraph 4(a), the Commencement Date shall be the first day of the month following the date Tenant exercises its Option, which would be \_\_\_\_\_.

If you have any questions, please feel free to contact [NAME], Senior Acquisition Agent – Asset Management at 407-836-\_\_\_\_\_ or [EMAIL]. Please acknowledge this letter by signing below and sending the fully executed copy via email to [NAME] by [DATE].

Please also return a hard copy of the executed letter in the enclosed self-addressed envelope.

Sincerely,  
Real Estate Management Division

**ACCEPTED AND AGREED TO BY:**  
Farmland Reserve, Inc.

Mindy T. Cummings, Manager

By:  
Its:

**EXHIBIT C**  
**Tower Example**



*Figure 3 Top Half of Lattice Tower*



*Figure 3 Lower Half of Lattice Tower*

**EXHIBIT D**  
**Access Gate/Fence Example**





**Project:** ISS Communication Tower  
**File #** 10195

**EXHIBIT E**  
**Insurance Requirements Per Paragraph 9**

County shall require all contractors, consultants and other third parties entering and/or performing work on the Property on its behalf to maintain insurance at the levels outlined below:

<b>Class of Insurance</b>	<b>Required Amount</b>
Commercial General Liability (Landlord to be named as additional insured)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Automotive Liability	\$ 500,000 - "Any Auto Basis"
Worker's Compensation/Employer's Liability	\$ 500,000
Bodily Injury by Accident (each accident)	\$ 500,000
Bodily Injury by Disease (Policy limit)	\$ 500,000
Bodily Injury by Disease (each employee)	\$ 500,000
Professional Liability	\$1,000,000

**EXHIBIT F**  
**Form of Bill of Sale and General Assignment**

**KNOW ALL MEN BY THESE PRESENTS**, that **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**Transferor**”) in consideration of the assumption of obligations as set forth in the “Option and Land Lease Agreement” dated \_\_\_\_\_ (“**Lease**”) does hereby transfer to \_\_\_\_\_ (“**Transferee**”), whose mailing address is \_\_\_\_\_, the receipt whereof is hereby acknowledged by Transferor, by these presents does hereby quit claim, convey, sell, assign, remise, release and set over unto Transferee, its successors, assigns and heirs forever, all right, title, interest, claim and demand that Transferor has in and to (i) any and all personal property and fixtures that are located over, under, on, upon, through and/or across the real property owned by Transferee described on **Exhibit A** attached hereto and made a part hereof (collectively, the “**Tangible Personal Property**”) pursuant to its rights set forth in the Lease, and (ii) any and all warranties relating to the Tangible Personal Property, if any, (ii) any and all benefits from consents or approvals relating to the Tangible Personal Property (including, without limitation, approvals, permits, registrations, certificates, exemptions and similar rights obtained from any governmental entity) (collectively, the “**Entitlements**”), and (iii) any applications, reports, surveys, drawings, studies, plans, site plans, master plans, and all other documents, information and materials in any way related to the Tangible Personal Property and/or the Entitlements (including without limitation all feasibility or inspection materials related to the Property in Transferor’s possession or control) (collectively, the “**Intangible Personal Property**”; and together with the Tangible Personal Property, the “**Personal Property**”). The Tangible Personal Property is further described on **Exhibit B**, attached hereto and made a part hereof.

All Personal Property is transferred in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “with all faults,” including but not limited to both latent and patent defects. In no event shall the Transferor have any obligation for any defects in the Personal Property or any limitation on its use.

The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Bill of Sale and General Assignment.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SEE NEXT PAGES FOR SIGNATURES***

**Project:** ISS Communication Tower  
**File #** 10195

**IN WITNESS WHEREOF**, the parties have executed this Bill of Sale and General Assignment as of the dates set forth below.

**TRANSFEROR**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

**ATTEST: Phil Diamond, CPA, County Comptroller**

**As Clerk of the Board of County Commissioners**

**BY: FORM NOT FOR SIGNATURE**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

[SIGNATURES CONTINUED ON NEXT PAGE]

**Project:** ISS Communication Tower  
**File #** 10195

*[CONTINUED SIGNATURE PAGE OF BILL OF SALE]*

**TRANSFeree:**

**[Name of Entity],**

**[Entity Type]**

FORM NOT FOR SIGNATURE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

FORM NOT FOR SIGNATURE

(Notary Stamp)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

Notary Public of:

My Commission Expires: \_\_\_\_\_

**Project:** ISS Communication Tower  
**File #** 10195

**EXHIBIT A**  
**Legal Description**

The land referred to herein below is situated in the County of Orange, State of Florida, and described as follows:

[Insert legal description upon execution of form]

**Project:** ISS Communication Tower  
**File #** 10195

**EXHIBIT B**  
**Description of Personal Property**

[Insert personal property description upon execution of form]

**Project:** ISS Communication Tower  
**File #** 10195

**EXHIBIT G**  
**Form of Memorandum of Agreement**

**This instrument prepared by and after recording return to:**

\_\_\_\_\_, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Project:** ISS Communication Tower  
**File #** 10195

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT shall evidence that there is in existence the Option and Land Lease Agreement for purpose of accessing, installing, operating and maintaining a radio communications tower and other improvements (the "**Agreement**") as described below. This Memorandum is executed by Owner and County for recording purposes only to put others on notice as to the existence of the Agreement as described below and is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.

- 1. Name of Document:** Option and Land Lease Agreement
- 2. Owner:** Farmland Reserve, Inc., a Utah non-profit corporation  
Attn: Land & Governmental Affairs Manager  
13754 Deseret Lane, St. Cloud, Florida 34773
- 3. County:** Orange County, Florida, a charter county and political subdivision of the State of Florida  
Attn: Manager, Orange County Real Estate Management  
P.O. Box 1393, Orlando, Florida 32802
- 4. Commencement Date:** [Filled in at time of exercise of Option]
- 5. Premises:** The real property more particularly described in **Exhibit A** attached hereto.
- 6. Term:** The initial term will be twenty (20) years ("**Initial Term**") commencing on the Commencement Date, with two (2) consecutive five (5) year renewal options ("**Renewal Terms**").

A copy of the Agreement is on file with Owner and County at their respective addresses set forth above.

**Project:** ISS Communication Tower  
**File #** 10195

In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the last date written below.

**OWNER:**

FARMLAND RESERVE, INC.,  
a Utah nonprofit corporation

By: FORM NOT FOR SIGNATURE

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ on behalf of Farmland Reserve, Inc., a Utah non-profit corporation. The individual  is personally known to me or  has produced: \_\_\_\_\_ as identification.

**(Affix Notary Stamp)**

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public of:

My Commission Expires: \_\_\_\_\_



**Project:** ISS Communication Tower  
**File #** 10195

**COUNTY:** **ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

FORM NOT FOR SIGNATURE

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

FORM NOT FOR SIGNATURE

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_