

**LEASE AGREEMENT FOR THE PROVISION OF AGRICULTURAL, HAY PRODUCTION, AND  
GRAZING OPERATIONS AT THE PERRY REUSE SITE**

THIS LEASE AGREEMENT FOR THE PROVISION OF AGRICULTURAL, HAY PRODUCTION, AND GRAZING OPERATIONS AT THE PERRY REUSE SITE ("Lease" or "Agreement") is entered into by and between **CITY OF OCALA**, ("City"), a Florida municipal corporation, and **AGRI LAND & CATTLE CO., LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 80-0734778) ("Lessee").

**WHEREAS**, City owns and operates a slow-rate land applications site known as the "Perry Reuse Site" for the expressed purpose of beneficially recycling reclaimed water produced by the City's Water Reclamation Facility No. 2, a City-run wastewater treatment facility; and

**WHEREAS**, the City's primary goal in the operation of the Perry Reuse Site is the final treatment of reclaimed water in an environmentally sound manner to meet regulatory requirements for discharge to groundwater; and

**WHEREAS**, the primary role of the cropping systems and management practices used on the Perry Reuse Site is to remove nutrients (primarily nitrogen and phosphorus) from the reclaimed water as it percolates through the soil profile; and

**WHEREAS**, on May 17, 2022, City issued a Request for Proposals for the provision of agricultural, hay production, and grazing operations at the Perry Reuse Site pursuant to the terms of a lease for a ten (10) year term, RFQ No.: WRS/220439 (the "Solicitation"); and

**WHEREAS**, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth therein, the proposal submitted by Agri Land & Cattle Co., LLC was found to yield the highest revenue to the City.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the Lessee and City agree as follows:

1. **LEASE OF THE PREMISES.** City hereby leases to Lessee, and Lessee leases from City, certain real property located at 7787 SE 110<sup>th</sup> Street Road, Belleview, Florida, Parcel No. 37517-000-000 and more particularly described and set forth in **Exhibit B** attached hereto (the "Property," or "Perry Reuse Site") for the provision of the agricultural, hay production, and grazing operations described in **Exhibit A** attached hereto in accordance with the terms and conditions set forth in this Agreement. All exhibits are incorporated herein by reference.
2. **EFFECTIVE DATE, TERM, RENEWAL AND TERMINATION.**
  - A. **Effective Date.** This Lease shall commence on **SEPTEMBER 7, 2022**, become effective on the date fully executed by both Parties (the "Effective Date"), and continue for a period of **TEN (10) YEARS** through and including **SEPTEMBER 6, 2032** (the "Initial Lease Term") unless terminated sooner by either party as provided herein. "Lease Term" as referenced herein shall include the initial lease term and any renewal term(s).
  - B. **Renewal.** This Lease may be extended for up to **TWO (2)** additional **FIVE (5) YEAR** renewal terms upon written consent between City and Lessee.

- C. **Termination.** Either party shall have the right to terminate this Lease at any time during the Lease Term, without cause, upon providing no less than **TWELVE (12) MONTHS** advance written notice to the other party. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.
3. **RENTAL FEE.** During the initial lease term, Lessee shall pay City a rental fee of **SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$62,000) ANNUALLY** for the right to use the Perry Reuse Site for agricultural and grazing operations pursuant to this Lease. All rent shall be payable annually in advance. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay annual rent. "Rent" as referenced herein, shall include annual rent and additional rent.
- A. **Rental Fee for Renewal Terms.** The rental fee for future renewal terms shall be reviewed by the City and may be renegotiated with Lessee prior to the parties entering into an agreement for the renewal term.
- B. **Payment of Rental Fee.** Lessee shall pay annual rental fees directly to City at the following address: **City of Ocala Accounts Payable, Attn: Finance Department, 201 SE 3<sup>rd</sup> Street, Ocala, Florida 34471.**
4. **SAFETY/ENVIRONMENTAL.** Lessee is responsible at all times for precautions to achieve the protection of all persons, including employees and property. Lessee shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All applicable safety laws and ordinances shall be followed. All hazardous material spills, accidents, injuries, or claims or potential claims shall be immediately reported to City's Risk Management Department.
5. **INDEMNIFICATION**
- A. Lessee shall indemnify and hold City harmless from and against any and all liability, damages, out of pocket costs, and reasonable attorneys' fees, injury, actions, or causes of action:
- (1) suffered or occasioned upon the Property or arising out of the operation, conduct, and use of the Perry Reuse Site, except those caused or created by City or its agent, employees, or contractor;
  - (2) for any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Lessee, or its invitees, agents or employees, or by a default of Lessee under this Lease; or
  - (3) resulting from any generation, use, treatment, storage, or release of any hazardous or toxic materials or substances or wastes at the Perry Reuse Site by Lessee or its agents during the Lease Term or resulting from any violation during the Lease Term of any environmental laws, rules, or regulations applicable to the Property or any operation conducted thereon.
- B. Lessee's grant of indemnity to City shall survive the expiration of this Lease.
- C. In the event any action or proceeding shall be brought against City by reason of any matter for which City is indemnified hereunder, Lessee shall, upon notice from City, at Lessee's sole cost and expense, resist and defend the same, provided however that Lessee shall not admit

liability in any such matter on behalf of City without the written consent of City and provided further that City shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the City, which may not be unreasonably withheld.

6. **INSURANCE.**

- A. **Commercial Automobile Insurance.** Lessee shall procure, maintain, and keep in full force, effect, and good standing for the term of this Lease, a policy of commercial automobile liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Lessee’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Lessee does not own vehicles, Lessee shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Lessee’s Commercial General Liability policy or separate Commercial Automobile Liability policy.
- B. **Commercial General Liability Insurance.** Lessee shall procure, maintain, and keep in full force, effect, and good standing for the life of this Lease a policy of commercial general liability insurance with limits not less than:
  - (1) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
  - (2) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;
  - (3) Policy must include coverage for contractual liability and independent contractors;
  - (4) The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Lessee. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
- C. **Workers’ Compensation and Employer’s Liability.** Lessee shall procure, maintain, and keep in full force, effect, and good standing for the life of this Lease adequate workers’ compensation and employer’s liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers’ compensation laws, including the U.S. Longshore Harbor Workers’ Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Lessee shall waive and shall ensure that Lessee’s insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Lessee’s policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City’s Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

- D. Lessee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Lessee's interests or liabilities or to protect Lessee from claims that may arise out of or result from the negligent acts, errors, or omissions of Lessee, any of its agents or subcontractors, or for anyone whose negligent act(s) Lessee may be liable.
- E. Lessee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Lessee's interests or liabilities or to protect Lessee from claims that may arise out of or result from the negligent acts, errors, or omissions of Lessee, any of its agents or subcontractors, or for anyone whose negligent act(s) Lessee may be liable.
- F. Certificates of Insurance. No work shall be commenced by Lessee under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Lessee allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Lessee shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Lessee's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- G. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- H. Notice of Cancellation of Insurance. Lessee's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Lessee's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).
- I. Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the

**City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org)** prior to the policy expiration.

- J. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Lessee. Lessee's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- K. Severability of Interests. Lessee shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
7. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to City: Daphne M. Robinson, Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8343 FAX: 352-690-2025  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to: Robert W. Batsel, Jr.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-579-6536  
E-mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)

If to Lessee: Agri Land & Cattle Co., LLC  
Attn: Chad Carter  
6000 SW 165<sup>th</sup> Street  
Ocala, Florida 34473  
PH: 321-231-9349  
E-Mail: [chadcarter9@yahoo.com](mailto:chadcarter9@yahoo.com)

8. **GOVERNING LAW.** This Lease is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
9. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought only in the courts of record of the State of Florida in Marion County or the United States

District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

10. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
11. **ATTORNEY'S FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
12. **RELATIONSHIP OF PARTIES.** Neither this Lease, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of City in the conduct of its business, or otherwise, or to cause the City to become or be deemed a joint adventurer or member of a joint enterprise with City, as City is and shall remain an independent contractor by reason of this Lease.
13. **AMENDMENT.** No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.
14. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.
15. **RIGHTS OF THIRD PARTIES.** Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third

persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

16. **ASSIGNMENT.** Neither party may assign this Lease or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
17. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.
18. **PUBLIC RECORDS. IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: [clerk@ocalafl.org](mailto:clerk@ocalafl.org).**
19. **ELECTRONIC SIGNATURE(S).** City, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purposes.
20. **ENTIRE LEASE.** This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.
21. **LEGAL AUTHORITY.** Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease.

**IN WITNESS WHEREOF**, the parties have executed this Lease on\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**AGRI LAND AND CATTLE CO., LLC**

\_\_\_\_\_  
Robert W. Batsel, Jr.  
City Attorney

\_\_\_\_\_  
  
\_\_\_\_\_  
(Name of Authorized Signatory)

\_\_\_\_\_  
(Title of Authorized Signatory)

**BACKGROUND**

1. The City of Ocala (City) owns and operates a roughly 604 acres slow-rate land application site known as the "Perry Reuse Site" (**Exhibit B – Perry Spray Field**) for the expressed purpose of beneficially recycling reclaimed water produced by Water Reclamation Facility No. 2 (WRF#2) a wastewater treatment facility owned and operated by the City.
2. The primary goal of the site is the final treatment of reclaimed water in an environmentally-sound manner to meet regulatory requirements for discharge to groundwater.

**LICENSING REQUIREMENT**

If using restricted herbicides, Lessee must be licensed as a commercial applicator by the Florida Department of Agriculture and Consumer Services.

**CROP MANAGEMENT PLAN**

1. **General:** The City currently irrigates approximately 604 acres of pastureland with center-pivot irrigators and fixed gun-type sprinklers, **Exhibit B – Perry Spray Field**.
  - A. The initial cropping plan calls for growing Bermuda grass hay 6 to 8 months of the year over the entire irrigated area and then grazing cattle on oats or ryegrass during the winter months over the same area.
  - B. With an irrigated area of approximately 604 acres and a design hydraulic loading rate of 2.1 inches per week, up to approximately 4.92 million gallons per day (mgd) of reclaimed water may be applied to the Perry Reuse Site.
  - C. However, there is no guaranteed minimum volume of reclaimed water that must be applied.
  - D. The need for an additional area or the ability to increase the irrigation rate will be assessed during the initial years of operation.
2. The Lessee shall perform all farming, livestock management, and marketing tasks on the Perry Reuse Site.
  - A. However, management of the operations as a reclaimed water treatment site must always take precedence over agricultural or economic interests, which must complement rather than compromise treatment efficiency.
  - B. The protection of groundwater quality through efficient reclaimed water treatment and site operation is the first priority.
  - C. The Lessee and the City's Site Manager must work closely together to ensure that the Lessee's management practices are integrated with the reclaimed water applications to the greatest extent possible.
3. **Hay Production:** Lessee shall be responsible for fertilizing the coastal Bermuda grass for high yield and maintaining the long-term viability of the grass.
  - A. The Total Nitrogen concentration from the reclaimed water is typically less than 3.0 milligrams per liter (mg/L); therefore, supplemental nitrogen fertilizer is required. Supplemental should not be required if the nitrogen concentration is above 10 mg/L.
  - B. City shall monitor the nitrogen concentration of the reclaimed water, so that accurate nitrogen loading data can be maintained. This data will be supplied to Lessee on a monthly basis. Lessee shall consult the City's Site Manager before applying any additional nitrogen fertilizer.

4. The reclaimed water should supply adequate amounts of phosphorous without the need for supplemental phosphorus applications. The City shall also monitor phosphorous concentrations and loadings from reclaimed water and supply this information to the Lessee.
5. Since reclaimed water is low in potassium and other micronutrients, supplemental potassium, and micronutrient applications will be required to maintain the proper nutrient balance.
  - A. Fertilizer recommendations should be based on soil samples collected in each field.
  - B. The Lessee will be responsible for soil sampling and analysis.
6. **Cattle Grazing:** During the last week of October and the first week of November, oats or ryegrass will be conventionally tilled into Bermuda grass sod.
  - A. The stocking rate will be no more than 3 head per acre.
  - B. The cattle will be broken up and rotated across the site to optimize grazing and distribute manure more uniformly across the site.
  - C. The cattle will be year-round on the site.
  - D. Lessee will put out hay and grain while bermudagrass is dormant.

#### LESSEE DELIVERABLES

1. **LESSEE AGRICULTURAL OPERATION - PROPOSED PLAN:** Proposed plans by Lessee to apply supplemental fertilizer, chemicals, and pesticides to the Perry Reuse Site as part of Lessee's agricultural operations are subject to City's final approval.
2. **ANNUAL AGRICULTURAL OPERATION'S REPORT:** Lessee shall provide an annual agricultural report to the City by February 1<sup>st</sup> of each year. The report shall cover the following:
  - A. Summarization of farm management practices and operations for the previous calendar year (January – December).
  - B. Dates, amounts, and types of commercial fertilizers, chemicals, and pesticides applied to each pivot and fixed-gun sprinkler area.
  - C. Tillage practices used, dates of planting, dates of harvest, crop variety, and yield per acre.
  - D. Total number of cattle grazed and the approximate dates they were on site.
  - E. Agricultural management schedule and the fertilized plan proposed for the ensuing year.

#### LESSEE EMPLOYEES AND EQUIPMENT

1. Lessee must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required herein.
2. The Lessee shall provide an assigned Project Manager, who will be the primary point of contact. Lessee must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Lessee must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Lessee must each be promptly notified by the other of any complaints received.

4. Lessee's employees must wear suitable work clothes and personal protective equipment as defined by OSHA.
5. Lessee shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the worksite, and be solely responsible for the acts or omissions of their employees.

**CITY OF OCALA RESPONSIBILITIES**

1. Provide labor and materials necessary to operate and maintain the center pivot irrigation and the fixed-gun sprinkler systems.
2. Operation and maintenance of the site access roads, exterior site fencing, operation's building, electrical equipment, groundwater monitoring wells, and all other on-site facilities owned by the City.
3. Sampling of data reporting for on-site groundwater monitoring wells.
4. Provide a City Site Manager whose responsibilities will be to operate the facility and to coordinate scheduling of irrigation, haying, and grazing operations with Lessee.
5. Final approval of proposed plans by Lessee to apply supplemental fertilizer, chemicals, and pesticides to the Perry Reuse Site as part of Lessee's agricultural operations.

**LESSEE RESPONSIBILITIES**

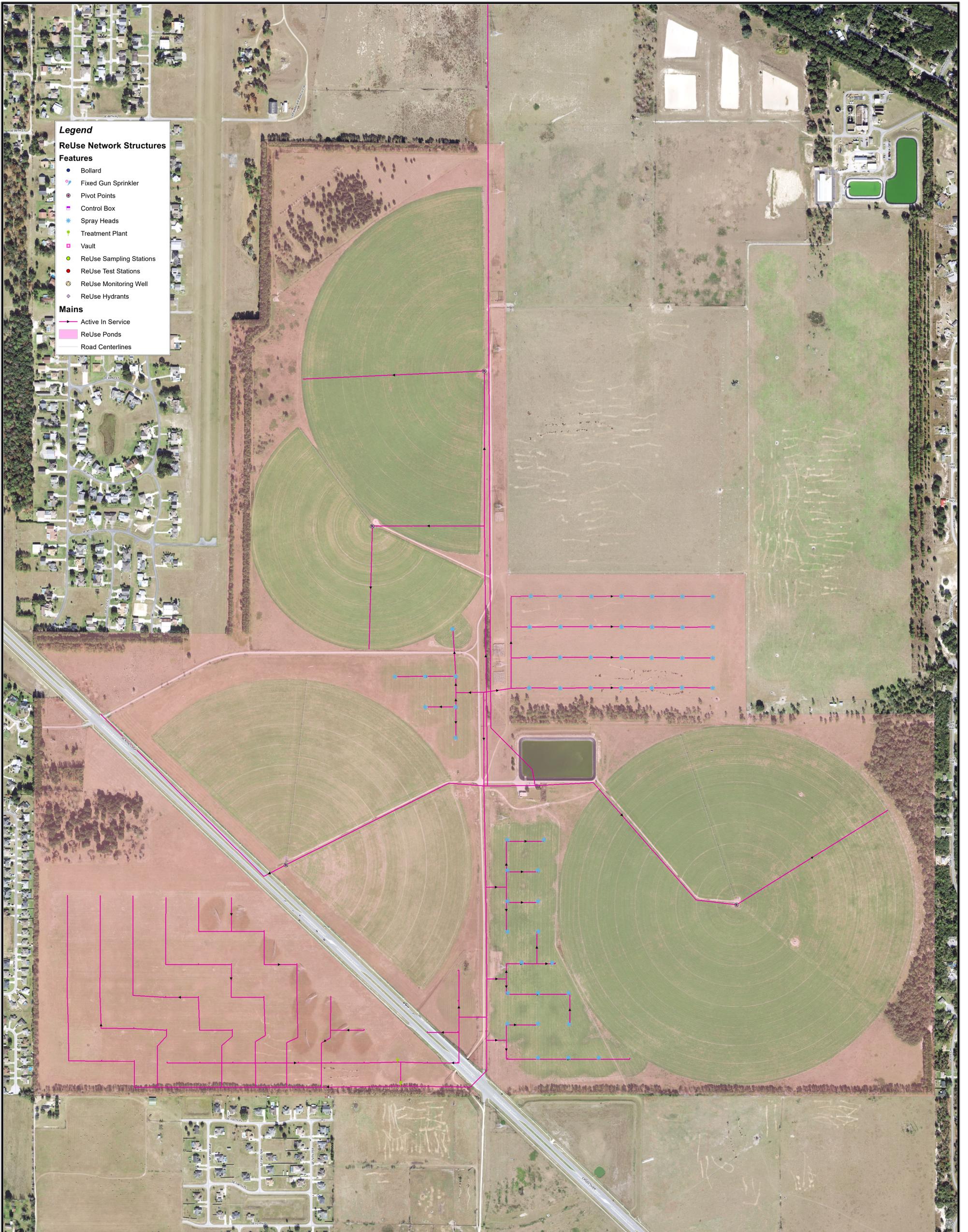
1. Provide adequate materials, labor, and equipment to plant, maintain and harvest all agricultural crops and cattle management.
2. Provide and maintain all interior fencing required for cattle grazing operations.
3. Conduct agricultural operations in general compliance with the initial crop management plan and good farming practices.
4. Coordinate agricultural and grazing operations with the City's Site Manager.
5. Renovation of all grazed pasture areas as needed to distribute cattle manure more uniformly across the area.
6. Apply supplemental environmentally friendly fertilizers, chemicals, and pesticides according to product labeling and proposed plan. Lessee shall notify City's Site Manager prior to application of any supplemental fertilizers, chemicals, and pesticides.
7. Supply material label data for all fertilizers, chemicals, and pesticides to be used on the Perry Reuse Site to the City's Site Manager.
8. Conduct soil and crop testing and supply a copy of laboratory results to the City's Site Manager at the end of each year along with the annual agricultural operations report.
9. Restrict the concentration of cattle on the City's property five feet (5') or more from all background and compliance monitoring wells. Restrict the parking of fertilizer, pesticide, or chemical storage and application equipment within 200 feet of all background and compliance monitoring wells and immediately notify the City's Site Manager of any chemical, fertilizer, pesticide, fuel, or oil spill that occurs as part of Lessee's operations.
10. Prevent cattle from grazing on or trampling down stormwater retention berms and if required, install additional interior fencing to restrict cattle from these areas.

**SAFETY**

1. The Lessee shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Lessee's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Lessee's responsibility.

**LEASE PAYMENTS**

1. All lease payments due hereunder shall be paid to the City at the following address:  
City of Ocala Accounts Payable  
Attn: Finance Department  
201 SE 3<sup>RD</sup> ST  
Ocala, FL 34471
2. Lease payments shall be remitted once per year.



**Legend**

**ReUse Network Structures**

**Features**

- Bollard
- Fixed Gun Sprinkler
- ⊙ Pivot Points
- Control Box
- ★ Spray Heads
- ★ Treatment Plant
- Vault
- ReUse Sampling Stations
- ReUse Test Stations
- ⊙ ReUse Monitoring Well
- ◇ ReUse Hydrants

**Mains**

- Active In Service
- ReUse Ponds
- Road Centerlines

1 inch = 245.26 feet

PERRY SPRAY FIELDS

