

BEEKEEPING LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), executed this ___ day of _____, 2024, by and between the **PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION**, a not for profit corporation (“LESSOR”), whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, and **Church Lane Apiaries, LLC**, a Pennsylvania limited liability company (“LESSEE”), whose post office address is 2582 Churchlane, Kintnersville, Pennsylvania 18930.

WITNESSETH

WHEREAS, LESSOR is the fee simple owner of certain real property identified as _____ consisting of an approximate ___ acres, located in Port St. Lucie, Florida, and further described in Exhibit “A”, attached hereto and incorporated herein (the “Leased Property”); and

WHEREAS, LESSEE owns bees and is seeking vacant lands for beekeeping operations; and

WHEREAS, LESSEE desires to lease the Leased Property for the purpose of beekeeping operations; and

WHEREAS, the parties desire to enter into this Lease, setting forth the restrictions, covenants and mutual understandings and undertakings, regarding LESSEE’S use of the Leased Property for beekeeping operations.

NOW THEREFORE, in consideration of the foregoing premises, the undertakings and mutual agreements contained herein, the parties hereby covenant and agree as follows:

RECITALS

The foregoing recitations are true and correct and are incorporated herein by reference.

**ARTICLE I
USE OF THE LEASED PROPERTY**

LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR the Leased Property. LESSEE shall not be required to pay any rent provided that the use of the Leased Property by LESSEE shall be solely for the purpose of beekeeping operations. The parties acknowledge and agree that the foregoing use and purpose of the Leased Property is a material inducement to the LESSOR entering into this Lease.

**ARTICLE II
TERM OF THE LEASE**

This Lease shall be for a term of two (2) years, commencing on the ___ day of _____, 2024 (“Commencement Date”), and terminating on the ___ day of _____, 2026 (“Termination Date”), unless otherwise terminated or extended by the parties as provided herein.

**ARTICLE III
CONDITION OF LAND AND LESSEE'S ACCEPTANCE**

LESSEE hereby accepts the Leased Property in an "As Is," "Where Is," condition and with all faults and without any warranty, representation, expressed or implied, concerning the condition or characteristics of the Leased Property, commencing on the Commencement Date. Without limiting the foregoing, LESSOR makes no representation or warranty concerning the condition of the Leased Property or the fitness of the Leased Property to use for LESSEE'S purposes. Any and all testing, construction, alterations, additions, or improvements, including but not limited to fencing, shall require the prior written consent of LESSOR and shall be at the sole cost and expense of LESSEE.

**ARTICLE IV
UTILITIES AND TAXES**

This section has been intentionally deleted.

**ARTICLE V
MAINTENANCE**

It shall be the sole responsibility of LESSEE to secure, at no cost to LESSOR, any and all necessary permits and approvals relating to LESSEE'S bona fide agricultural use of the Leased Property. LESSEE agrees to maintain the grass at a height not to exceed three (3) feet and to keep the grounds in an attractive condition and appearance during the term of this Lease, or any extension or renewal thereof.

LESSEE agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary, in order to keep the Leased Property in a state of good repair, and in a safe and clean condition at all times. In addition, specifically with regard to any damage to the fencing and gates, including damage caused by vandalism, malicious mischief or criminal acts, LESSEE shall take all necessary actions to remedy such damage as is required under the terms of the Lease.

**ARTICLE VI
INSTALLATION AND MAINTENANCE OF FENCING**

This section has been intentionally deleted.

**ARTICLE VII
OCCUPANCY OF LEASED PROPERTY BY BEES**

The occupancy and use of the Leased Property for beekeeping operations shall enable LESSOR to apply for the classification of the Leased Property as Agricultural Lands for property tax purposes.

With respect to the transport, relocation and placement of LESSEE'S bees on the Leased Property, any and all such activities relating to the movement of the bees shall be coordinated with LESSOR.

**ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY**

All personal property, including any bees, placed, moved, or constructed on the Leased Property shall be at the sole risk of LESSEE.

**ARTICLE IX
ASSIGNMENT**

LESSEE shall not sublet, transfer, mortgage, pledge or dispose of this Lease or any extension of the term hereof without the written consent of LESSOR first obtained in each case. LESSOR is under no obligation to provide LESSEE with its consent to any such sublease, transfer, mortgage, pledge, disposition or extension of this Lease.

**ARTICLE X
SIGNS**

LESSEE shall, at its sole cost and expense, post signs on all gates that will read, "NO TRESPASSING" The signs shall be of a design and form of letter to be first approved by LESSOR.

**ARTICLE XI
PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease, LESSOR and LESSEE agree that LESSEE shall and may peaceably have, hold and enjoy the Leased Property without hindrance by LESSOR.

**ARTICLE XII
LIABILITY FOR DAMAGE OR INJURY**

LESSOR shall not be liable for any damage or injury which may be sustained by any person or party on the Leased Property, other than the damage or injury caused solely by the negligence of the LESSOR, its officers, employees, agents, invitees, or instrumentalities subject to all limitations of Section 768.28, Florida Statutes.

**ARTICLE XIII
LESSOR'S RIGHT OF ENTRY**

LESSOR, or any of its employees, agents, contractors, or representatives, shall have the right to enter and access the Leased Property at any and all times; and the parties agree that LESSOR shall have its own locks to the gates to facilitate such uninhibited access.

**ARTICLE XIV
SURRENDER OF THE LEASED PROPERTY**

LESSEE agrees to surrender to LESSOR at the end of the term of this Lease, or any extension thereof, the Leased Property and any fencing installed, or other structures erected thereon, in as good condition as they were at the beginning of the term of this Lease; ordinary wear and tear excepted.

**ARTICLE XV
DESTRUCTION OF THE LEASED PROPERTY**

In the event the Leased Property or any portion thereof should be damaged by fire, windstorm or other casualty that would render the same useless for the purpose of beekeeping, either party may terminate this Lease by providing written notice to the other within five (5) business days of the occurrence of the fire, windstorm, or other casualty. Should the Lease be terminated under the terms and conditions of this Article XV, then neither party shall be responsible to the other party for any expense associated with the termination.

**ARTICLE XVI
SUCCESSORS IN INTEREST**

It is hereby acknowledged and agreed to by the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XVII
TERMINATION OF THIS LEASE**

LESSOR shall have the right to terminate this Lease for convenience at any time by giving the LESSEE at least sixty (60) days written notice prior to the effective date of the termination of this Lease.

Notwithstanding any term or provision contained herein to the contrary, LESSEE expressly acknowledges and agrees that LESSOR shall have the right to terminate portions of the Lease by removing portions of land from the Leased Property ("Specified Area") and by providing LESSEE at least thirty (30) days written notice. At the time LESSEE vacates the Specified Area, LESSOR shall pay to LESSEE, any prepaid rent, if applicable, on a pro-rata basis to the terminated Specified Area as of the effective date of the termination. In the event of a partial termination of this Lease, LESSOR shall be responsible for the cost and installation of any new fencing that may be necessary to separate the Leased Property from the Specified Area removed from Leased Property so that LESSEE'S bees do not have access to the Specified Area.

**ARTICLE XVIII
OPTION TO RENEW**

Provided this Lease is not otherwise in default, LESSEE is hereby granted the option to extend this Lease for another two (2) years under the same terms and conditions. LESSEE shall provide written

notice to LESSOR of LESSEE's desire to exercise its option to renew this Lease at least ninety (90) days prior to the Termination Date. If LESSEE'S option to renew is either not exercised or is denied by LESSOR, as a result of LESSEE'S default of any provision of this Lease, then this Lease shall expire on the Termination Date.

**ARTICLE XIX
NOTICE**

It is understood and agreed between the parties that all notices, requests, consents, and other communications required or permitted under this Lease shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, or by United States Mail with postage prepaid (Airmail if international), and shall be directed to the following persons and/or entities unless written notice of a change of address is given:

Notices to LESSOR: Port St. Lucie Governmental Finance Corporation
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Manager
Telephone: 772 871 5163
Email: JMerejo@cityofpsl.com

With copies to: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772 871 5294
Email: RBerrios@cityofpsl.com

Notices to LESSEE: Churchlane Apiaries, LLC
2582 Church Lane
Kintnersville, PA 18930
Attention: Barry Tesno
Telephone: 267-966-7380
Email: Barry@churchlaneapiaries.com

Notice delivered or mailed as stated above shall constitute sufficient notice to the parties in compliance with the terms of this Lease. Notice provided herein in this paragraph shall include all notices required in this Lease or required by law.

**ARTICLE XX
INDEMNIFICATION AND HOLD HARMLESS**

LESSEE shall indemnify and hold harmless LESSOR, and LESSOR'S officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the LESSOR or its officers, employees, agents or instrumentalities may incur as a result

of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Lease by LESSEE or LESSEE'S employees, agents, servants, partners, principals, contractors, or subcontractors. LESSEE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of LESSOR, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LESSEE expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by LESSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend LESSOR or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XXI INSURANCE

The LESSEE shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Lease, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as LESSOR'S review or acceptance of insurance maintained by the LESSEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under the Lease.

The parties agree and recognize that it is not the intent of the LESSOR that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than the LESSOR and/or the City of Port St. Lucie and the LESSOR shall not be obligated to provide any insurance coverage other than for itself or the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Lease, and/or any obligation to name the LESSOR or the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the LESSOR or the City of Port St. Lucie as specified in this Lease.

Commercial General Liability Insurance: The LESSEE shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. Said Commercial General Liability Insurance policy shall contain no bodily injury or property damage liability exclusion(s) for animals or livestock.

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the LESSOR and the City of Port St. Lucie. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Certificates of Insurance and policies shall clearly state that coverage required by the Lease has been endorsed to include the LESSOR and the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for the Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents and employees, and the City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the LESSOR prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the LESSOR is amended during the term of this Lease to exceed the above limits, the LESSEE shall be required, upon thirty (30) days written notice, to provide coverage at least equal to the amended statutory limit of liability of the LESSOR. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The LESSEE shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the LESSEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing LESSEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Lease, the LESSEE agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the LESSEE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the LESSEE for any and all claims under this Lease. Where an SIR or deductible exceeds \$5,000, the LESSOR reserves the right, but is not obligated, to review and request a copy of the LESSEE'S most recent annual report or audited financial statement.

It shall be the responsibility of the LESSEE to ensure that all independent contractors and/or sub-contractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the LESSEE to obtain Certificates of Insurance from all independent contractors and sub-contractors listing the LESSOR as an Additional Insured without the language "when required by written contract".

The LESSEE may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When

required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the LESSOR shall be endorsed as an "Additional Insured."

The LESSOR, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Lease. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the LESSEE to execute the Lease and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the Lease.

**ARTICLE XXII
COMPLIANCE WITH LAWS**

LESSEE shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies and entities that have jurisdiction over the subject matter of this Lease as well as all applicable federal and state laws, regulations, and local ordinances and other policies. LESSEE covenants and agrees that during the term of this Lease, LESSEE shall obtain any and all necessary permits, licenses, certificates and approvals and that all uses of the Leased Property, in addition to LESSEE'S ownership of the bees, will be in conformance with all applicable laws, including applicable zoning regulations. Further, LESSEE shall pay any and all charges, taxes, fees or assessments levied against the Leased Property, and failure to timely pay will constitute a breach of this Lease.

**ARTICLE XXIII
DEFAULT**

Failure of LESSEE to comply with each and every term and condition of this Lease, or LESSEE'S failure to perform any of its obligations set forth herein shall constitute a breach and default of this Lease. Unless otherwise provided for herein, LESSEE shall have thirty (30) days from the date of its receipt of LESSOR'S written notice of default to cure the default. If LESSEE fails to cure the default, then LESSOR may elect to terminate this Lease by submitting to LESSEE a Notice of Termination, and/or pursue any other remedy available to LESSOR to enforce the provisions of this Lease. LESSOR'S termination of the Lease pursuant to the terms of this paragraph shall cause this Lease to expire with the same force and effect as though the date set forth in said Notice were the date originally set as the Termination Date of this Lease. In addition, LESSEE may be liable for any damages suffered by LESSOR as a result of LESSEE'S default.

**ARTICLE XXIV
TERMINATION**

Upon the termination of the term of this Lease, any improvements shall become the property of LESSOR and LESSEE shall not be entitled to receive any reimbursement or other compensation for such improvements to the Leased Property. No later than Ten (10) days prior to the Termination Date of this Lease, LESSEE shall have all of its bees, beehives, materials, equipment and any other items stored on the Leased Property, which are not otherwise supposed to become the property of LESSOR, removed.

**ARTICLE XXV
LAW AND VENUE**

This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida; and in the event of any litigation concerning the terms of this Lease, proper venue thereof shall be in St. Lucie County, Florida.

**ARTICLE XXVI
INVALID PROVISIONS**

In the event any term or provision of this Lease is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Lease may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

**ARTICLE XXVII
RECORDING**

This Lease or notice thereof may be recorded by either party, at their expense, in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by LESSOR in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida.

**ARTICLE XXVIII
EFFECTIVENESS**

The effectiveness of this Lease is subject to and contingent upon approval by the Board of the Port St. Lucie Governmental Finance Corporation, as well as public hearing, if applicable. The date of such approval of the Lease by LESSOR, as set forth above is the Effective Date of this Lease.

**ARTICLE XXIV
ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and all previous negotiations leading thereto, and shall supersede and take precedence over any and all prior and contemporaneous agreements or understandings between the parties or verbal statements of any official or other representative of the LESSOR.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease to be executed by their respective and duly authorized officers the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered
in the presence of:

LESSOR:

THE PORT ST. LUCIE GOVERNMENTAL FINANCE
CORPORATION, a Florida not for profit corporation

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

By: _____
Jesus Merejo, CEO
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2024, by Jesus Merejo, as the CEO of the Port St. Lucie Governmental Finance Corporation, who is [X] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public

Name: _____

Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP

Southern Grove Property Lease for Beekeeping

Signed, sealed and delivered

LESSEE:

CHURCHLANE APIARIES, LLC

in the presence of:

[Signature]

Witness
 Print Name: Bachel Rivera
 Address: 121 SW Port St Lucie Blvd
Port St. Lucie FL 34984

[Signature]
 BARRY TESNO
 OWNER

[Signature]

Witness
 Print Name: ROBERT CRALSON
 Address: 450 SW Franklin
PSL. FL 34984

STATE OF FLORIDA)
) ss
 COUNTY OF St Lucie)



The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5 day of November 2024, by Driver Lie Barry Tesno, who is [] personally known to me, or who has [] produced the following identification DR LIC.

[Signature]
 Signature of Notary Public
 Name: Christie Murphy
 Notary Public, State of Florida
 My Commission expires 9-17-2026.

NOTARY SEAL/STAMP