## TERMINATION OF AGRICULTURAL LAND LEASE AGREEMENT

WHEREAS, the County (as Lessor) and Pleasant Valley Dairy, Inc. (as Lessee) entered into a five (5) year agricultural land lease dated March 22, 2022 (hereinafter the "Lease"), relative to certain unimproved real property depicted in Exhibit "A" and consisting of approximately two hundred fifty-eight (258) acres (the "Land"). There are no structures or other improvements upon the Land; and,

WHEREAS, Pleasant Valley Dairy, Inc. is presently current as to all rent, fees and obligation under the Lease and are not otherwise in default of any provision therein: and.

WHEREAS, Pleasant Valley Dairy, Inc. agrees to pay the County all rent and fees current and prorated up to and including the day the Lease is terminated hereunder; and.

WHEREAS, terminating the Lease will be mutually beneficial to the parties herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the County and Pleasant Valley Dairy. Inc. agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The Lease shall be deemed terminated and forever canceled effective upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by the County, (ii) the County and Chad Sasser, an individual, executing a new lease under mutually agreeable terms; and (iv) all rent and other fees due under the Lease have been paid current to the County up to and including the date of termination hereunder. The foregoing events may take place consecutively or concurrently.

3. Upon the foregoing occurring, the County and Pleasant Valley Dairy, Inc. shall fully and forever release each other from said Lease and any and all disputes, claims, actions or causes thereunder or arising out of or related to said Lease but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by Pleasant Valley Dairy, Inc. during the term of the Lease.

\*\*\*\*

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TO INDICATE THEIR AGREEMENT, the parties have executed this Agreement as of the day and year appearing in their respective notary acknowledgments

HERNANDO COUNTY, a political subdivision of ATTEST: the State of Florida Flinabett Elizabeth Narverud Chairperson Date: December 12, 2023 ATTEST

George Alvarez, President Pleasant Valley Dairy, Inc. – (Lessee) Date.\_\_\_\_\_

[Acknowledgments on following page]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Sunty Attorney

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TO INDICATE THEIR AGREEMENT, the parties have executed this Agreement as of the day and year appearing in their respective notary acknowledgments.

ATTEST:

HERNANDO COUNTY, a political subdivision of the State of Florida

Elis alatte Chairperson

Elizabeth Narverud Date: December 12, 2023

[Acknowledgments on following page]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jounty Attorney

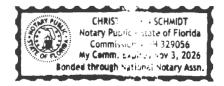
## STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of **D** physical presence or **D** online notarization. this <u>D</u> day of <u>December</u>. 2023. Elizabeth Narverud as Chairperson of the Hernando County Board of County Commissioners who **D** is personally known to me OR **D** has produced \_\_\_\_\_\_\_. as identification.

COLLEEN CONKO Notary Public (Signature of Notary) votary Public - State of Florida Commission # HH 281269 Colleen ConKo Name legibly printed, typewritten, or stamped My Comm. Expires Jun 27, 2026 Bonded through National Notary Assn.

## STATE OF FLORIDA COUNTY OF Hermando

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_. 2023. by George Alvarez, as President of Pleasant Valley Dairy. Inc. who pairs personally known to me OR is produced \_\_\_\_\_\_\_. as identification.



ary Public (Signature of Notary)

Christine An Schn: dt

Name legibly printed, typewritten, or stamped

