
TERMINATION OF AGRICULTURAL LAND LEASE AGREEMENT

THIS TERMINATION OF AGRICULTURAL LAND LEASE AGREEMENT AND MUTUAL RELEASE (hereinafter the "Agreement") is made and entered dated as of _____ day of _____, 2023 by and between HERNANDO COUNTY a political subdivision of the State of Florida (hereinafter the "County"), and Pleasant Valley Dairy, Inc. a Florida corporation, and the parties state:

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.

ATTEST:

**HERNANDO COUNTY, a political subdivision of
the State of Florida**

_____, Chairperson

Date: _____


ATTEST

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

Date: _____

[Acknowledgments on following page]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, _____, as Chairperson of the Hernando County Board of County Commissioners who is personally known to me OR has produced _____, as identification.

Notary Public (Signature of Notary)

Name legibly printed, typewritten, or stamped

STATE OF FLORIDA
COUNTY OF _____

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 is personally known to me OR has produced _____, as identification.

Notary Public (Signature of Notary)

Name legibly printed, typewritten, or stamped

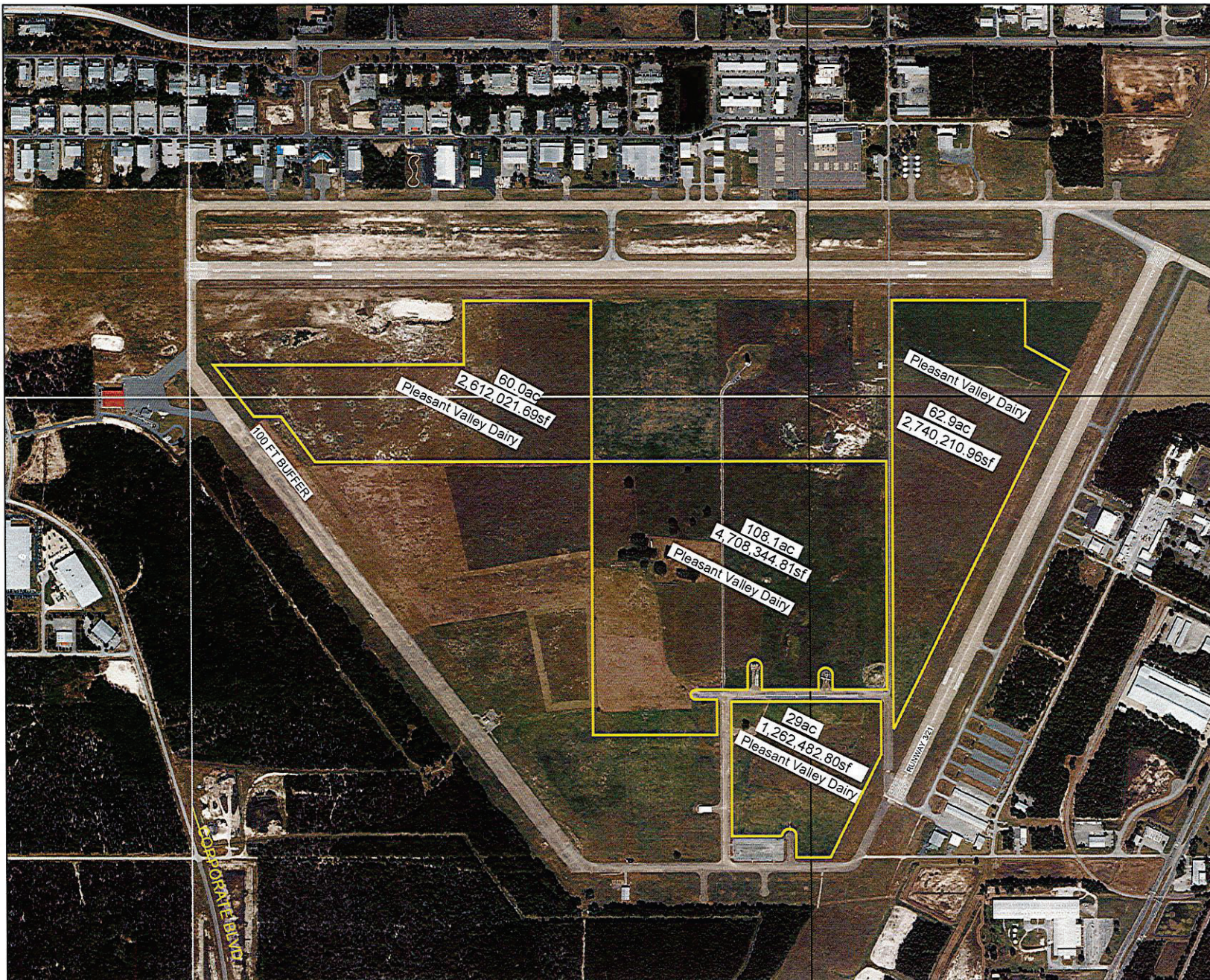


EXHIBIT A



SHEET
1
OF 1 SHEET
JOB No: 00000