
TERMINATION OF GROUND LEASE AGREEMENT AND MUTUAL RELEASE

THIS TERMINATION OF GROUND LEASE AGREEMENT AND MUTUAL RELEASE (hereinafter the "Agreement") is made and entered into as of this ____ day of _____, 2022, by and between Hernando County, a political subdivision of the State of Florida (hereinafter the "County"), and Pamela Wilfong, and the parties state:

WHEREAS, the County, as Lessor, and Dennis Wilfong and Pamela Wilfong, husband and wife, as Lessees entered into a fifty-year ground lease, dated April 24, 2007, and recorded in Official Record Book 2434, Pages 756 through 780, of the Public Records of Hernando County, Florida (hereinafter the "Ground Lease"), relative to certain improved real property described as Lot 37, Hernando County Airport Industrial Park, Unit One, according to the plat thereof, as recorded in Plat Book 17, Page 80, of the Public Records of Hernando County, Florida (the "Lot 37"); and,

WHEREAS, on October 27, 2009, the County, Dennis Wilfong, and Pamela Wilfong, and Bruce V. Sargent entered into the First Amendment to Ground Lease Agreement (the "First Amendment"), a copy of which was recorded in Official Record Book 3875, Page 1274, of the Public Records of Hernando County, Florida; and,

WHEREAS, upon the death of Dennis Wilfong in 2021, his leasehold interest in Lot 37 passed to Pamela Wilfong, his wife; and,

WHEREAS, as of the date of this Agreement, Pamela Wilfong is the Lessee of Lot 37; and,

WHEREAS, Pamela Wilfong is presently current as to all rent, fees and obligations under the Ground Lease and is not otherwise in default of any provision therein; and,

WHEREAS, Pamela Wilfong has agreed to sell and transfer all of her rights, title and interest under the Ground Lease, as it was amended by the First Amendment, and the leasehold improvements situated upon Lot 37, to the County; and,

WHEREAS, the County and Pamela Wilfong are agreeable to terminating the Ground Lease as provided herein; and,

WHEREAS, Pamela Wilfong agrees to pay the County all rent and fees current and prorated up to and including the day the Ground Lease is terminated hereunder; and,

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

NOW THEREFORE, in consideration of the mutual covenants herein contained, the County and Pamela Wilfong agree as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Ground Lease, as it was amended by the First Amendment, 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 and Pamela Wilfong; (ii) the closing of the sale from Pamela Wilfong to the County conveying all of her rights, titles, and interests under the Ground Lease and the leasehold improvements situated upon Lot 37; and (iii) all rent and other fees due under the Ground 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 Pamela Wilfong shall fully and forever release each other from said Ground Lease and any and all disputes, claims, actions or causes thereunder or arising out of or related to said Ground Lease but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by Pamela Wilfong or her predecessors-in-interest during the term of the Ground Lease.

(The remainder of this page was intentionally left blank)

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

Douglas A. Chorvat, Jr., Clerk

Steve Champion, Chairman

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Steve Champion, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who produced _____ as identification.

Notary

PAMELA WILFONG

Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Pamela Wilfong, who is personally known to me or who produced _____ as identification.

Notary

