

Perry Cattle and Hay CompanyII, LLC
7521 SE 110th Street Road
Belleview, FL 34420

December 6, 2021

City of Ocala
Real Estate Dept.
1805 NE 30th Ave. Building 700
Ocala, FL 34471

Please accept this letter as our one (1) year notice to terminate the lease of the Perry Reuse Site, between City of Ocala, and Perry Cattle and Hay CompanyII, LLC.

In accordance with the term of the lease agreement, the one (1) year notice to terminate will commence January 1, 2022 and end December 31, 2022.

Enclosed is a copy of the agreements page.

A handwritten signature in black ink, appearing to read "EB Hatcher, Jr.", written in a cursive style.

Sincerely
Perry Cattle and Hay CompanyII, LLC
Edward B. Hatcher, Jr.

FIRST AMENDED AGREEMENT TO PERFORM AGRICULTURAL OPERATIONS

This First Amended Agreement to Perform Agricultural Operations ("Amended Agreement") regarding the Perry Reuse Site is made and entered into on this ____ day of _____, 2017 (the "Amendment Effective Date") by and between:

- Perry Cattle and Hay Company, LLC, 7521 SE 110th Street Road, Belleview, Florida 34420 ("Lessee"), and
- City of Ocala, a Florida municipal corporation (hereinafter "City").

WHEREAS:

- A. On or about August 11, 1994, City and "Perry Cattle Company," Lessee's predecessor in interest, entered into an Agreement to Perform Agricultural Operations ("Original Agreement"). The Original Agreement is attached hereto as Exhibit "A" and incorporated as if fully set forth herein.
- B. The Original Agreement has automatically renewed at the end of each five-year term since the effective date of August 11, 1994. The current term began on August 11, 2014 and will end August 10, 2019.
- C. Since the effective date of the Original Agreement, City, Lessee's predecessor in interest, and Lessee have performed in accordance with the terms of the Original Agreement.
- D. City and Lessee desire to amend the Original Agreement set forth herein.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference) the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Parties.** Lessee hereby assumes all rights and responsibilities of "Perry Cattle and Hay" pursuant to the Original Agreement. City and Lessee agree that Lessee is the assignee and successor in interest of "Perry Cattle Company" as referenced in the Original Agreement. Lessee previously assumed and will continue to maintain all rights, responsibilities and liability of "Perry Cattle Company" pursuant to the Original Agreement and this Amended Agreement.
2. **Term.** Paragraph 1 of the Original Agreement is hereby stricken in its entirety and amended to state the following: "The Initial Term of this Amended Agreement shall be effective on the Amendment Effective Date and shall end on December 31, 2019, at which time this Amended Agreement shall automatically renew for five-year terms. However, City or Lessee may terminate this Amended Agreement by providing written notice of nonrenewal not less than One (1) year prior to the expiration of any term. Based upon stipulations in the land purchase agreement made between City and Lessee, Lessee has the right of first refusal to negotiate terms and conditions to maintain use of the land for agricultural purposes."
3. **Rent.** Paragraph 2 of the Original Agreement is hereby stricken in its entirety and amended to state the following: "Throughout the Initial Term of this Agreement, which will end on

December 31, 2019, Lessee shall pay City an annual rental fee of Fifteen Dollars (\$15.00) per acre for the right to use the Perry Refuse Site for agricultural operations. The rental fee for renewal terms shall be Twenty-Five Dollars (\$25.00) per acre unless otherwise agreed upon by the parties in writing. The rental fee for any future renewal terms shall be reviewed by the City and may be renegotiated with Lessee prior to both parties signing a new agreement for the next five-year term.”

4. **Notice.** Paragraph 3 of the Original Agreement is hereby stricken in its entirety and amended to state the following:

“3. Notices.

- a. All notices, requests, consents and other communication (each a “Communication”) required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid). Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

CITY: City of Ocala, Attention: John Zobler, City Manager, 110 SE Watula Avenue, Ocala, FL 34471; email: CMO@ocalafl.org

With copy to: Tracy Taylor, City of Ocala, Real Estate Dept., 1805 NE 30th Avenue, Building 700, Ocala, FL 3447; email: tltaylor@ocalafl.org.

LESSEE: Perry Cattle and Hay Company, LLC, Attention: Flora Gay Hatcher, 7521 SE 110th Street Road, Belleview, Florida 34420

- b. In addition to the foregoing, all notices or authorizations involving fertilizer, pesticide, soil testing, crop testing, crop rotation and agricultural operations shall be provided to the Site Manager located at WRF #2 located at 4200 SE 24th Street, Ocala, FL 34471.
- c. Each such Communication shall be deemed delivered:
- i. On the date of delivery if by personal delivery;
 - ii. On the date of email transmission if by email (subject to section f., below); and
 - iii. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
 - iv. Notwithstanding the foregoing, service by personal delivery, delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.