

**DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
LAND LEASE AGREEMENT AMENDMENT**

BID NO. 21-04-00ITB

THIS AGREEMENT AMENDMENT is made this ____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 East Oak Street, Suite 203, Arcadia, Florida 34266; and **SHELFER FARMS, LLC**, a Florida Limited Liability Company, hereinafter referred to as ("LESSEE"), whose address is 4135 S.E. Highway 31, Arcadia, Florida 34266.

WHEREAS, an Agreement was entered into on the 15th day of December, 2020, between COUNTY and LESSEE for the lease of approximately One Hundred Fourteen (114) acres of agricultural land located at 7728 S.E. Highway 31, Arcadia, Florida, directly adjacent to the DeSoto County Wastewater Treatment Plant property; and

WHEREAS, the original Agreement provided for a term of five (5) years from the date of execution with an option to renew for one (1) additional five (5) year term upon mutual agreement of both parties; and

WHEREAS, the COUNTY and LESSEE desire to exercise said renewal option and extend the Agreement for an additional five (5) year term under the same terms, conditions, and requirements as stated in the original Agreement, unless otherwise modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Land Lease Agreement as follows:

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "WHEREAS" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct.

SECTION 2. TERM OF LEASE. The current Land Lease Agreement between the COUNTY and LESSEE shall continue for an additional five (5) years beginning immediately upon the expiration of the existing lease term and continuing without interruption for a period of five (5) years thereafter.

SECTION 3. LEASE PAYMENTS. Annual lease payments shall remain at the rate of **Fifty Dollars (\$50.00) per acre** for approximately One Hundred Fourteen (114) acres, for a total annual amount of **Five Thousand Seven Hundred Dollars (\$5,700.00)**, payable to the COUNTY on October 1st of each fiscal year during the renewal term.

SECTION 4. OTHER TERMS. All other provisions, terms, conditions, covenants, and responsibilities of the December 15, 2020 Land Lease Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of
the _____ of _____, 2025.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Date: _____

Valerie Vicente
County Attorney

WITNESSES:

LESSEE

By: _____

Printed Name: _____

Title: _____