

## **ASSIGNMENT OF CATTLE LEASE AGREEMENT**

This Assignment of Cattle Lease Agreement (“Assignment”) is entered into this \_\_ day of \_\_\_\_\_, 2019, by and between Premier Citrus, L.L.C. (“Assignor”), whose address is 635 66<sup>th</sup> Avenue SW, Vero Beach, FL, 32969, and Indian River County (“Assignee”), whose address is 1801 27<sup>th</sup> Street, Building A, Vero Beach, FL, 32960.

**WHEREAS**, on March 15, 2018, Assignor and Staski Enterprises, Inc. (“Tenant”) entered into a Cattle Lease Agreement, for the property located at 8593 4<sup>th</sup> Street, Vero Beach, Florida (the “Property”); and

**WHEREAS**, the Cattle Lease Agreement expires on March 15, 2020; and

**WHEREAS**, Indian River County has entered into a contract with Assignor to purchase the Property; and

**WHEREAS**, Assignor desires to assign the Cattle Lease Agreement for the Property to Assignee with Assignor paying Assignee the pro rata share of the lease payment for the remaining portion of the term under the Cattle Lease Agreement; and

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are adopted by reference herein.
2. Assignor does hereby assign, transfer and convey unto Assignee all of Assignor’s rights and interest in, to, and under said Cattle Lease Agreement. Assignee hereby assumes all of Assignor’s duties and obligations under the Cattle Lease Agreement. Assignor agrees to pay Assignee the pro rata share of the lease payment for the remaining portion of the term under the Cattle Lease Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors and assigns.
3. The terms and conditions of the Cattle Lease Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Assignment of Cattle Lease Agreement as of the day and year first written above.

Signed in the presence of the following witnesses:

sign: \_\_\_\_\_

print name: \_\_\_\_\_

sign: \_\_\_\_\_

print name: \_\_\_\_\_

PREMIER CITRUS, L.L.C.

ASSIGNOR

\_\_\_\_\_  
Gaylon M. Lawrence, Jr.  
Authorized Member

INDIAN RIVER COUNTY, FLORIDA

ASSIGNEE

ATTEST: Jeffrey R. Smith, Clerk of  
Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Bob Solari, Chairman  
Board of County Commissioners

BCC approved: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney