

JOINT LEASE TERMINATION NOTICE AND RELEASE

THIS JOINT LEASE TERMINATION NOTICE AND RELEASE serves to terminate the GEOTHERMAL AGRICULTURAL PARK LEASE (“**Lease**”) entered into by and between the County of Lake, a political subdivision of the State of California (“**Lessee**”), and S-BAR-S Quarry, a partnership (“**Lessor**”); collectively “**Parties**.”

RECITALS

- A. Lessor and Lessee are parties to that certain Lease entered into October 1, 1985 (the “**Effective Date**”), pursuant to which Lessor leased to Lessee a portion of the real property and improvements thereon located at S-BAR-S Quarry, APN 9-22-50, in the NW ¼ of Section 33, T13N, R8W, Mount Diablo Baseline and Meridian (the “**Premises**”).
- B. On September 30, 2005, per paragraph 2 of the Lease, the Lease terminated.
- C. On or before September 30, 2005, Lessee abandoned the Leased Premises.
- D. The Lessee wishes to terminate the Lease as prescribed, and upon the terms and conditions set forth, in paragraph 23 of the Lease.

TERMINATION

NOW, THEREFORE, as set forth herein, Lessee states the following:

- 1. **Termination.** Subject to the terms and conditions of the Lease, Lessee agrees to vacate the Premises and surrender and deliver exclusive possession to Lessor within 30 days of this notice. The Lease shall terminate as of close of business on [Insert Date 30 days from the date of this notice] (the “**Termination Date**”) and shall be of no further force or effective as of that date.
- 2. **Surrender of Premises.** Parties agree that the entire site has been reclaimed to the satisfaction of the terms of paragraph 9 of the Lease; that there is no trace of uses from the County’s leasehold operations; and the land has been returned to its previous condition.
- 3. **Waiver and Release.** The Parties hereby, for themselves, heirs, executors and assigns, release and forever discharge each other, their officers, employees and agents from any and all liability, claims, damages, action or causes of action arising from or any damage to or destruction of the Premises resulting from or arising out of, during, or in connection with their participation in the Lease (whether or not such damage or destruction is caused, or alleged to be caused, by the negligence, active or passive, of a Party, its officers, employees, and agents). This release is to include, but not be limited to, any claim, demand, or cause of action which might be caused by any act, or failure to act, of each Party, its officers, agents, or employees.

Lessor and Lessee waive any rights under Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

In Witness Whereof, Lessor and Lessee have executed this termination on _____, 2025.

Dated: _____

By: _____
CHAIR, Board of Supervisors

Dated: _____

By: _____
LESSOR, S-Bar-S Ranch

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO
County Counsel

By: _____

By: _____