



STATE OF FLORIDA
Standard Lease Agreement
Department of Management Services Form 4054

Lease Number: 710 : 0281

Lease Commencement: 12/01/2023

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20____ by and between those Parties listed below.

Parties

Lessee: Florida Department of Law Enforcement

Agency Name

Address: 2331 Phillips Road Tallahassee FL 32308
Street City State Zip Code

Lessor: Hernando Board of County Commissioners

Lessor Name

Address: 15470 Flight Path Drive Brooksville FL 34604
Street City State Zip Code

FEID: 59-1155275 OR Social Security Number: _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

T-Hangar #48
Description: Southeast T-Hangar

Building: Southeast T-Hangar County: Hernando
Building Name

Address: 2185 American Flyer Drive, #48 Brooksville FL 34604
Street City State Zip Code

consisting of an aggregate area of 1,955 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0 % of the 1,955 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: December 1, 2023
Month Day Year

and end at the close of business on November 30, 2024
Month Day Year

for a term of 12 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 0 upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: _____

Page 1 of 8

Lessee Initial: _____

Form 4054

Rev. Date 8/22

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Florida Department of Law Enforcement

Agency Name

Address: 2331 Phillips Road Tallahassee FL 32308
Street City State (Zip Code)

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor ☒, Lessee ☐, see Addendum _____ ☐ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor ☐ or Lessee ☒ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor ☐ or Lessee ☒.
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor ☐ or Lessee ☒ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor ☐ or Lessee ☒.
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor ☒ or Lessee ☐ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: _____

Lessee Initial: _____

Page 3 of 8
Form 4054
Rev. Date 8/22

- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. Accessibility and Alterations

- A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. ☐ Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does ☐ or does not ☐ intend to seek reimbursement for these improvements.

Lessor Initial: _____

Lessee Initial: _____

Page 4 of 8

Form 4054

Rev. Date 8/22

- B. ☐ Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. ☒ **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

Lessor Initial: _____

Page 5 of 8

Lessee Initial: _____

Form 4054
Rev. Date 8/22

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving thirty (30) days advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: _____

Page 6 of 8

Lessee Initial: _____

Form 4054
Rev. Date 8/22

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
- setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. ☐ No additional covenants or conditions form a part of this Lease
- E. ☒ All additional covenants or conditions appear on attached Addendum(s):

A B _____

Lessor Initial: _____

Lessee Initial: _____

Page 7 of 8
Form 4054
Rev. Date 8/22

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor or authorized representative must sign, print name and enter date.

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	____/____/____ Date
---	-----------------------------	------------------------

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	_____ Printed Name/Title	____/____/____ Date
X _____ Agency Office of General Counsel	_____ Printed Name	____/____/____ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	____/____/____ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name /Title	____/____/____ Date
X _____ Office of General Counsel	_____ Printed Name	____/____/____ Date

Approved for Form and Legal Sufficiency

Jon Jouben
 County Attorney

Lessor Initial: _____

Lessee Initial: _____

Page 8 of 8

Form 4054

Rev. Date 8/22



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM A

LEASE NUMBER: 710:0281

Pursuant to section 448.095, Florida Statutes, Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: <http://www.uscis.gov/e-verify>.

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Florida Department of Law Enforcement

Lessee

(x) _____

Lessee Signature

Julia Lycett/General Services Purchasing Manager

Name/Title

Date

Hernando Board of County Commissioners

Lessor

(x) _____

Lessor Signature

Name/Title

Date

Approved for Form and Legal Sufficiency

Jon Jouben
County Attorney



Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Business Support
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(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

Addendum B

Lease 710:0281

Hernando Board of County Commissioners, hereinafter referred to as "Lessor", and the **State of Florida, Department of Law Enforcement**, hereinafter referred to as "Lessee" hereby enter into the following agreement to the Lease between the parties for Premises located at 2185 American Flyer Drive, Brooksville, FL 34604:

Per section 9, Heating and Air Conditioning:

- Lessor has stated the hangar space is an unconditioned storage that does not contain heating and air conditioning equipment.

Per section 21, Right to Terminate:

- Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving **thirty (30) days** advance written notice to Lessor by Certified Mail, Return Receipt Requested.

Florida Department of Law Enforcement
Lessee

Hernando Board of County Commissioners
Lessor

Lessee Signature

Lessor Signature

Julia Lycett/General Services Purchasing Manager
Name/Title

Name Title

Date

Date

Approved for Form and Legal Sufficiency

Jon Jouben
County Attorney



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 7 1 0 : 0 2 8 1

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. ☒ Publicly Owned Facility
- b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)

c. Name of titleholder: Hernando Board of County Commissioners

Titleholder FEIN or SSN: 59-1155275

Name of facility: Southeast Hangar

Facility street address: 2185 American Flyer Drive, #48

Facility city, state, zip code: Brooksville, FL 34604

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☒

If "Yes," please proceed to section 4.

- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒

If "Yes," please proceed to 2.c.

- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒

If "Yes," please proceed to 2.d.

- d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☒

If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00 %
		0.00 %
		0.00 %
		0.00 %
		0.00 %
		0.00 %
		0.00 %

- b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
Name: _____
Date: _____

Approved for Form & Legal Sufficiency

Jon Jouben
County Attorney

WHEREAS, House Bill No. 1281 of the 1961 Session of the Florida Legislature was passed by the voters of Brooksville, Florida, in a referendum held on June 6, 1961, and

WHEREAS, said Act of the Legislature requires the City of Brooksville to convey all of the Airport property received by it in conveyances from the United States of America unto the Board of County Commissioners of Hernando County, Florida, and

WHEREAS, the Board of County Commissioners of Hernando County, Florida are agreeable to accepting said conveyance from the City of Brooksville and are further agreeable to complying with the terms, provisions, and covenants contained in the conveyances to the City of Brooksville, which are set forth in Deed Book 102, Page 436, Deed Book 104, Page 381 and O.R. Book 36, Page 187, Public Records of Hernando County, Florida, and

WHEREAS, the Board of County Commissioners of Hernando County, Florida will evidence their assent to such conveyances and to the terms of the conveyances by affixing their signature to this conveyance,

NOW, THEREFORE, THIS INDENTURE, made this 10th day of September, 1961, between the CITY OF BROOKSVILLE, a municipal corporation organized and existing under the laws of the State of Florida, party of the first part, and the BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida, party of the second part.

W I T N E S S E T H

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out in the deeds recorded in Deed Book 102, Page 436 and Deed Book 104, Page 381 and O. R. Book 36, Page 187, Public Records of Hernando County, Florida, has remised, released and

JOSEPH E. JOHNSON, JR.
ATTORNEY AT LAW
2206 S. BROOKSVILLE AVE.
BROOKSVILLE, FLORIDA

forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of Hernando, State of Florida, to-wit:

All of the real estate and real property described in Deed Book 102, Page 436, Deed Book 104, Page 381 and O.R. Book 36, Page 187, Public Records of Hernando County, Florida, together with all personal property described in said conveyances which remains upon said property at the time of this conveyance.

SUBJECT, HOWEVER, to all existing easements and rights-of-way for roads, highways, railroads, pipelines, and public utilities.

SUBJECT FURTHER to the following: Lease dated April 8, 1950, given by the City of Brooksville, Florida, to State Road Department of Florida as recorded in O.R. Book 15, Page 500, Public Records of Hernando County, Florida; Lease dated March 2, 1958 from City of Brooksville, Florida, to Citizens Credit Corporation, a Delaware corporation, recorded in O.R. Book 38, Page 419, Public Records of Hernando County, Florida; Extension agreement to Lease as recorded in O.R. Book 38, Page 419, dated June 29, 1959, between Gulf Coast Industries, Inc. and City of Brooksville as recorded in O.R. Book 50, Page 130, Public Records of Hernando County, Florida; Addendum to Lease between City of Brooksville, Florida and Gulf Coast Industries dated July 1, 1960 as recorded in O.R. Book 62, Page 228, Public Records of Hernando County, Florida; Assignment of Lease to Gulf Coast Industries dated March 12, 1959, as recorded in O.R. Book 46, Page 576, Public Records of Hernando County, Florida; Sub-Lease from Gulf Coast Industries, Inc., a Florida corporation, to New Haven Clock and Watch Company, a Connecticut corporation, dated

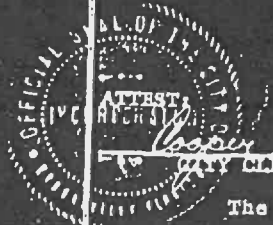
JOSEPH E. JOHNSTON, JR.
ATTORNEY AT LAW
89 SO. BROOKSVILLE AVE.
BROOKSVILLE, FLORIDA

October 1, 1960 as recorded in O.R. Book 60, Page 354, Public Records of Hernando County, Florida, and Assignment of Sub-Lease from New Haven Clock and Watch Company dated October 1, 1960 to Hernando State Bank of Brooksville, Florida, as recorded in O.R. Book 65, Page 359, Public Records of Hernando County, Florida.

SUBJECT also to all the reservations, conditions, restrictions, and reverter rights of the Grantor in those certain deeds to the City of Brooksville, Florida, recorded in Book 102, Page 436, Book 104, Page 381 and O.R. Book 36, Page 187, Public Records of Hernando County, Florida, which are contained in said deed, it being the intention of the Grantor herein to convey to the Grantee only such property and rights which it acquired by virtue of said deeds which still exist and subject to the provisions in the immediately foregoing paragraph herein contained.

TO HAVE AND TO HOLD forever in fee simple, subject only to the conditions, restrictions, reservations, reversioners and exceptions herein contained.

IN WITNESS WHEREOF, these presents have been signed by the City of Brooksville and accepted by the Board of County Commissioners of Hernando County, Florida, the day and year first above written.



CITY OF BROOKSVILLE,
A Municipal Corporation

By: James A. Brooks
Mayor

Robert Kunk
CITY CLERK

The Board of County Commissioners hereby accepts the foregoing conveyance and the terms thereof.

BOARD OF COUNTY COMMISSIONERS OF
HERNANDO COUNTY, FLORIDA

By: Perry Harris
CHAIRMAN

JOSEPH E. JOHNSON, JR.
ATTORNEY AT LAW
400 E. BROOKSVILLE AVE.
BROOKSVILLE, FLORIDA

ATTEST
William D. Vail
CLERK OF CIRCUIT COURT

William D. Vail
CLERK OF CIRCUIT COURT

STATE OF FLORIDA

OFFICIAL RECORD #75 PAGE 27

COUNTY OF HERNANDO

I HEREBY CERTIFY, that on this day personally appeared before me JAMES A. BROOKS and COOPER KIRK, to me well known to be the persons described in and who executed the foregoing instrument as Mayor and City Clerk, respectively, on behalf of the City of Brooksville, and acknowledged that they executed the same for the purposes therein expressed as the free act and deed of the City of Brooksville, and that said instrument is their free act and deed.

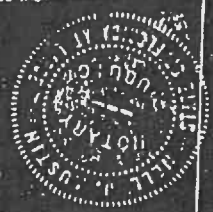
WITNESS my hand and official seal this 30^d day of September, 1961, A.D., at Brooksville, Florida.

Nell J. Austin
NOTARY PUBLIC

WITNESSES TO ALL SIGNATURES :

Nell J. Austin
Harold W. Freeman

NELL J. AUSTIN
Notary Public, State of Florida at Large
My Commission Expires July 6, 1966



003724

FILED FOR RECORD -
HERNANDO COUNTY, FLA.

Oct 2
1961 SEP 27 AM 9:06

Harmon A. Kern
CLERK CIRCUIT COURT
Rh

JOSEPH E. JOHNSON, JR.
ATTORNEY AT LAW
88 SO. BROOKSVILLE AVE.
BROOKSVILLE, FLORIDA