

**LEASE AGREEMENT
FOR ENTRANCE SIGN ON COUNTY RIGHT-OF-WAY**

THIS LEASE AGREEMENT, made this 14th day of February, 2023, between **HERNANDO COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "LESSOR", whose address is 15470 Flight Path Drive, Brooksville, FL 34604; and Suncoast Landing HOA, Inc., a corporation, hereinafter referred to as "LESSEE", whose mailing address is 9400 River Crossing Blvd., New Port Richey, FL 34655

WITNESSETH

WHEREAS, Hernando County owns road right-of-way dedicated for the perpetual use of the public and Hernando County for ingress and egress on a road named as shown and legally described on the plat map of Suncoast Landing , Phases 1 and 2, a subdivision, as recorded in Plat Book 44, Page 17 through 22 , of the Public Records of Hernando County, Florida; and,

WHEREAS, Hernando County Ordinance Chapter 24, Article 1, Section 24-4, Right-of-Way Signage, provides that subdivision or non-commercial community entrance signs may be placed upon County Right-Of-Way (ROW), with permission of the Hernando County Board of County Commissioners, if they conform to the regulation requirements of this ordinance; and,

WHEREAS, the LESSEE desires to enter into a Lease Agreement (hereinafter referred to as "Agreement") with the LESSOR for the specific purpose of constructing, erecting, and maintaining an entrance sign to the subdivision, and for no other purpose. The entrance sign authorized hereunder shall be constructed and maintained in accordance with drawings and plans prepared by Florida Land Design & Permitting, Building Designer identified by I.D. # CA No. 33088 dated thereof April 26, 2021, and can be found in the files of Hernando County Department of Public Works/Engineering Division located at 1525 East Jefferson Street, Brooksville, Florida 34601;

A draft concept sign sketch is included as Exhibit A to this Agreement. Entrance sign will be permitted and approved under the County commercial sign process; and

WHEREAS, the LESSOR and the LESSEE in recognition of the terms and conditions for use of the County road right-of-way (hereinafter referred to as "premises") are entering into this Lease Agreement to define and clarify the rights and responsibilities of each part to this Agreement.

NOW, THEREFORE, the LESSOR and the LESSEE, for and in consideration of Ten Dollars and no cents (\$10.00) and other good and valuable consideration each to the other, the receipt of which is hereby acknowledged, agrees as follows:

1. **TERM AND RENEWAL:** The term of this Agreement shall be for a period of twenty (20) years from the effective date of this Lease Agreement. Upon expiration of the first twenty (20) year term, the LESSEE, at its option, will have the right to renew the term of this Agreement for an additional twenty (20) years, provided they are not in default on any terms and conditions of the agreement, and by providing the LESSOR with at least six (6) months' notice if they intend to exercise the renewal term option.
2. **RENT AND ADMINISTRATION FEE:** LESSEE agrees to pay the LESSOR rent for use of the premises for one (1) subdivision entrance sign to the subdivision for the sum of \$0.00 and no cents (\$0.00) per year beginning upon the effective date of this Agreement; and a non-refundable administration fee of Five Hundred Dollars and no cents (\$500.00) upon execution of this Agreement for costs incurred by LESSOR in the administration of the Agreement. If said rent or administration fee is not paid within thirty (30) days following the effective date of this Agreement, and any calendar year thereafter, the LESSEE will be deemed in default for breach of this Agreement and LESSOR shall have the right to re-enter and take control of the premises, and the terms and conditions of this Agreement shall terminate.

In lieu of rent, and in accordance with the Landscape Maintenance Agreement, Suncoast Landing HOA, Inc. agrees to maintain, to County standards or better, the Right-Of-Way on 71 Lookout Boulevard, Brooksville, FL 34604.

3. **EFFECTIVE DATE; FACSIMILE:** The date of this Agreement shall be the date when the last one of the parties (LESSOR or LESSEE) have signed the Agreement (hereinafter the "Effective Date"). A facsimile copy of this Agreement and any

signatures hereon shall be considered for all purposes as an original.

4. **CONSTRUCTION AND USE OF PREMISES:** LESSEE may at its own cost and expense, construct upon the premises one (1) entrance sign conforming to all requirements of applicable law, ordinances, and County Policy, including but not limited to Chapter 24, Article I, Section 24-4, Right -of-Way Signage. In addition to any and all other obligations herein, LESSEE shall:
- a. Pay all applicable charges, fees and utility costs incurred in construction on the sign; and,
 - b. Provide the County with signed and sealed engineering drawings meeting all applicable sign standards as well as all other applicable County standards; and,
 - c. Obtain a Right-of-Way use Permit or such other written authority of compliance with County requirements as may be deemed appropriate by the Hernando County Department of Public Works; and,
 - d. Maintain any sign, landscaping, or other improvements adjacent to and on County Right-of-Way of the demised premises in good condition, provided that if LESSEE assigns this Agreement or otherwise effectively transfers any or all responsibility of the premises for care and maintenance of the sign, improvements and adjacent right-of-way to a homeowner's association, or to another entity pursuant to LESSOR consent, the new lessee or transferee shall be subject to all requirements herein, and provided further that no transfer of responsibility for care and maintenance of any sign, landscaping or other improvements on the demised premises shall occur without first obtaining the consent of concurrence of the LESSOR.
 - e. Any sign or other improvements on the demised premises, including supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with the building and electrical codes adopted by Hernando County, and shall present

a neat and clean appearance with all parts in proper alignment and the face clearly readable. The provisions of the Hernando County Land Development Regulations relating to obstruction to vision shall apply to all signs, landscaping, or other improvements on the demised premises.

5. **TAXES AND ASSESSMENTS:** LESSEE shall pay and discharge, unless otherwise exempt by statute or law, all existing or future ad valorem taxes, personal property taxes, assessments, special assessments, duties, impositions, burdens, fees, costs, other burdens, or assessed charges imposed upon the premises or any erections thereon or upon the owner or occupier in respect thereof and shall deliver promptly to LESSOR proper and sufficient receipt and other evidence of the payment and discharge of same, provided that LESSEE may make voluntary contributions to LESSOR in lieu of taxes or other fees, assessments, rates, or charges from which LESSEE may be exempt by statute or law.
6. **LIENS OR ENCUMBRANCES:** LESSEE shall be responsible for servicing and paying for all permits, licenses or any other authorizations required by federal, state, local law or ordinances to construct and maintain any improvements or otherwise operate the facilities of the sign on the premises.
7. **REPAIRS:** LESSEE shall keep any improvements made to the premises, including but limited to, the sign, in good condition and repair at all times and in compliance with all federal, state, and local building codes, rules, or regulations.
8. **ALTERATIONS AND ADDITIONS:** LESSEE shall not make any alterations in the external elevation or architectural design of any improvements on the premises without the written consent of LESSOR. LESSEE shall not erect or permit to be erected on the premises any new improvements, buildings, or facilities, or make or permit to be made any additions to the improvements that have been or may be erected upon the premises except in accordance with plans and specifications approved by LESSOR.
9. **LESSOR AND PERMITEES RIGHTS TO ENTER:** LESSEE shall permit the LESSOR and its agents at all reasonable times to enter upon the premises for

purposes of maintenance functions associated with the portion of the road right-of-way not subject to this Agreement; or to view the condition of the premises and any sign, landscaping or other improvements of LESSEE. LESSOR retains the right to issue certain permits for additional uses of the leased roads right-of-way that LESSOR, in its sole discretion, determines to be compatible with LESSEE'S use of the of premises. Furthermore, LESSOR may have previously issued permits for the use of road right-of-way included in the premises, and any such permit holder and its employees, agents and contractors under existing or future right-of-way use permits shall also be authorized to enter upon the leased premises for installation, maintenance, or other purposes related to a permitted use of right-of-way. In the event of LESSOR'S rights to enter the premises pursuant to this paragraph shall result in damage to any improvements or landscaping constructed or maintained by LESSEE, neither LESSOR nor any permit holder shall have any or liability therefore so long as LESSOR and its agents or permit holders exercised reasonable care in their conduct upon the premises for the purpose authorized hereunder.

10. **UNLAWFUL USE**: the LESSEE shall not make or suffer any use or occupancy of the premise's contrary to any law or ordinance now or hereafter in force.

11. INDEMNITY AND INSURANCE

- a. LESSEE shall indemnify the LESSOR against all costs and expenses, including counsel fees, lawfully and reasonably incurred in or about the premises or in the defense of any action or proceeding related to the premises or improvements authorized under this Agreement, whether or not such improvements were or were not properly constructed wholly on the demised premises or not; or upon discharging the premises from any charge, lien, or encumbrance, or obtaining possession after default of the LESSEE upon termination of this Agreement.
- b. At all times while this Agreement remains in force, LESSEE, at its expense, agrees to maintain fire and casualty insurance on the improvements located on the premises up to the full insurable and replacement value thereof, and to maintain general liability insurance with respect to the premises and coverage

of \$1,000,000 for each occurrence, \$2,000,000 aggregate, with the LESSOR being named as an additional insured and waiver of subrogation. LESSEE shall deliver to LESSOR certificates or binders evidencing the existence of the insurance. LESSOR shall be notified in writing, a minimum of twenty (20) days in advance by LESSEE and/or LESSEE'S insurer in the event of future insurability cancellation.

12. **SURRENDER**: At the termination of this Agreement, whether by expiration or breach of Agreement, the LESSEE, at its expense, shall remove all improvements constructed or erected thereon and restore the premises to as good or better condition than originally found, and surrender the premises to the LESSOR free and clear of any liens or other encumbrances.

13. **SALE OR ASSIGNMENT OF LEASE AGREEMENT**: LESSEE shall not sell, assign, convey, hypothecate, pledge, subordinate or in any way encumber or use this Agreement as any form of collateral whatsoever without the express written consent or LESSOR, which consent shall not unreasonably be withheld; except that this Agreement may be assigned to an incorporated homeowners' association now or hereafter created which association is limited in membership to owners of property with the Suncoast Landing subdivision, provided such homeowners' association shall be bound by terms and condition of this Agreement, including but not limited to, all rights, duties and obligations of LESSEE.

14. **REVERSION TO THE BOARD**: Should LESSEE fail to use the premises for the purpose stated in this Agreement or abandon the premises for a period of one (1) year or longer, then without any further action on the part of LESSOR, the premises and all improvements constructed or erected thereon shall immediately revert to LESSOR.

15. **RE-ENTRY**: It is expressly agreed that if the rent shall become delinquent for more than fifteen (15) days following the thirty (30) day grace period provided in paragraph 2 above, whether formally demanded or not or if any covenant on LESSEE'S part shall not be performed or observed, then it shall be lawful for the LESSOR at any time to re-enter upon the premises and thereupon this Agreement shall terminate,

but without prejudice to the right of action of the LESSOR with respect to any of LESSEEE'S covenants. No waiver by the LESSOR of any covenant shall be a waiver of any succeeding breach of the same or any other covenant.

16. **EMINENT DOMAIN**: In case the whole or part of the premises shall at any time during the term of this Agreement shall be taken by the power of eminent domain by a public authority for any public use or purpose, LESSEE shall not be entitled to receive any compensation for improvements or damages. LESSEE expressly agrees that it will not receive any compensation for any prorated value of the remainder of this Agreement if the LESSOR'S property or any portion thereof is taken by the power of eminent domain by a public authority, and in such case LESSOR shall be entitled to receive the value of any remaining portion of this Agreement.
17. **TERMINATION**: This Agreement shall be terminable for cause at any time, which cause shall include, but not be limited to, breach of any covenant of this Agreement, in which case LESSOR may, at its option, exercise its right to terminate this Agreement.
18. **COVENANTS**: It is hereby agreed that the covenants, stipulations, terms, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. All covenants of this Agreement are to be construed as dependent covenants.
19. **NOTICES AND PAYMENTS**: Any notices or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

SEND ANY NOTICES AND PAYMENTS TO

Hernando County Department of Public Works/Engineering Division
Attention: Hernando County DPW Finance Manager
1525 East Jefferson Street
Brooksville, Florida 34601

ALL PAYMENTS MADE PAYABLE TO

Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, Florida 34604

THIS AGREEMENT SHALL NOT BE RECORDED IN THE PUBLIC RECORDS OF
HERNANDO COUNTY, FLORIDA; AND IS SUBJECT TO APPROVAL BY THE HERNANDO
COUNTY BOARD OF COUNTY COMMISSIONERS.

IN WITNESS WHEREOF, the LESSOR and LESSE have cause these present to be executed
by their duly qualifies representatives the day and year first above written.

Signed, sealed and delivered
in the presence of:

LESSOR:

HERNANDO COUNTY, a political
Subdivision of the State of Florida

ATTEST: Heidi Kuppel, Deputy Clerk
for Douglas A. Chorvat, Jr.
Clerk of the Court & Comptroller

By: [Signature]
John Allocco
Chairman



LESSEE:

Suncoast Landing Homeowner's
Association Inc., A Florida corporation

WITNESSES

Jenna Fox
Signature
Jenna Galeano
Print Name

By: [Signature] (SEAL)
Signature
Alex R. Deeb, Tri County Development
Print or Type Name and Title inc, president

Signature

Print Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Victoria Anderson
County Attorney's Office

