



## COUNTY ATTORNEY'S OFFICE

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February 23, 2024

### *Via certified mail and U.S. Mail*

Hernando Beach Marine Group, Inc  
c/o Myers Business Services, Inc., Registered Agent  
624 Decatur Ave.  
Brooksville, FL 34601-3236

Re: Notice to Cure Breach of Lease Agreement Between Hernando County Water and Sewer District and Hernando Beach Marine Group, Inc.

To Whom It May Concern:

Thank you for your letter dated February 15, 2024, which attempts to cure breaches of the October 21, 2008 Lease Amendment ("2008 Lease Amendment"), November 1, 1999 Lease Amendment ("1999 Lease Amendment"), and March 1, 1982 Lease ("Master Lease") between Hernando Beach Marine Group, Inc. and Hernando County (the "County").

However, you are still in breach of the lease agreements.

The October 19, 2023 cure letter regarding your failure to pay rent established a total amount of rent due as of October 19, 2023. While you paid for the rent owed through that letter, you still owe \$3,000.00 for the rent due from November 2023 through February 2024. If you pay such amount within thirty (30) days of this letter, the County agrees to waive any interest accruing on such unpaid amounts. Otherwise, the County intends to pursue legal action to recover the full amount plus interest if not paid within 120 days of this notice.

HBMG is also still in breach of Section 3C of the Master Lease, which requires HBMG to maintain "comprehensive public liability insurance covering the premises and its appurtenances in the amount of \$100,000 for bodily injury of any one person, \$100,000 for bodily injury in one occurrence and property damage insurance in the amount of \$25,000." While you have provided an insurance policy declaration, the County requires a copy of your certificate of insurance to determine compliance with this lease provision, which has still not been provided. Please provide a copy of your certificate of insurance within 120 days of this notice. If you do not provide such certificate to show that you are in compliance with the lease provisions, the County will have no choice but to pursue legal action. I hope such a course of action is not necessary.

Please govern yourself accordingly.

Sincerely,

*Kyle J Benda*

Kyle J. Benda  
Assistant County Attorney

cc: Dr. John Paul Reeve, President, Hernando Beach Marine Group, Inc.  
Ronald W. Sikes, Esq., Attorney for Hernando Beach Marine Group, Inc.  
Jeffrey Rogers, P.E., Hernando County Administrator  
Toni Brady, Hernando County Deputy County Administrator  
Kelly L. Soreng, Hernando County Real Property Supervisor  
Ryan D. Lepene, President of K2 Towers II, LLC

