

RESOLUTION NO.: 2024-__

A RESOLUTION TERMINATING THE LEASE AGREEMENT BETWEEN HERNANDO COUNTY AND HERNANDO BEACH MARINE GROUP, INC., FOR THE REAL PROPERTY LOCATED AT 4340 CALIENTA STREET, HERNANDO BEACH, FLORIDA 34607-3101, AND ELECTING TO RETAKE POSSESSION THEREOF.

WHEREAS, the Hernando County Water and Sewer District (the “Water District”) and Hernando Beach Marine Group, Inc. (the “Marine Group”), then known as “Hernando Beach Flotilla-8, Inc.,” entered into a Lease dated as of March 1, 1982, and recorded in Official Records Book 499, Pages 1349-1355, of the Public Records of Hernando County, Florida (the “Ground Lease”) relative to certain real property with a street address of 4340 Calienta Street, Hernando Beach, Florida 34807, and more fully described on Exhibit “A” hereto (the “Parcel”); and,

WHEREAS, the Water District and the Marine Group entered into a Lease Amendment, dated as of November 1, 1999, and recorded in Official Records Book 3398, Pages 1065-1066, of the Public Records of Hernando County, Florida (the “First Amendment”); and,

WHEREAS, the Water District and the Marine Safety Support Group entered into a Lease Amendment, dated as of October 21, 2008, and recorded in Official Records Book 3417, Pages 1715-1716, of the Public Records of Hernando County, Florida (the “Second Amendment”); and,

1 WHEREAS, the Water District transferred its title to the Parcel to the County by means of
2 a deed, dated as of February 14, 2017, and recorded in Official Records Book 3442, Pages
3 1112-1113, of the Public Records of Hernando County, Florida; and,

4 WHEREAS, Paragraph 3(C) of the Lease requires HBMG to “maintain in effect throughout
5 the term of this lease comprehensive public liability insurance covering the premises and its
6 appurtenances in the amount of \$100,000 for bodily injury of any one person, \$100,000 for bodily
7 injury in one occurrence and property damage insurance in the amount of \$25,000. Such insurance
8 shall specifically insure Lessee against all liability imposed by law, and shall insure both Lessor and
9 Lessee”; and,

10 WHEREAS, then-Assistant County Attorney Kyle Benda, in a letter dated October 19, 2023,
11 notified the Marine Group that it had breached Paragraph 3(C) of the Lease by failing to maintain
12 the required insurance policy, and notified the Marine Group that it could cure the breach by
13 providing the County with a new certificate of insurance for the required policy within 120 days of
14 the letter; and,

15 WHEREAS, the Marine Group did not thereafter cure its breach of the Lease; and,

16 WHEREAS, then-Assistant County Attorney Benda, in a letter dated February 23, 2024,
17 again notified the Marine Group that it had breached Paragraph 3(C) of the Lease by failing to
18 maintain the required insurance policy, and provided the Marine Group with another 120 days in
19 which it could cure the breach; and,

1 WHEREAS, as of the date of this Resolution, the Marine Group has not provided the County
2 with a certificate of insurance for the policy required by Paragraph 3(C) of the Lease; and,

3 WHEREAS, Paragraph 3(D) of the Lease states, in pertinent part, that “if there is default on
4 the part of Lessee in the performance or observance of any of the ... covenants or agreements hereof
5 to be observed and performed by him [sic], and such default continues for a period of 120 days after
6 written notice of such default being given by Lessor to Lessee ... Lessor at any time thereafter shall
7 without demand or notice, which are hereby waived, have full right, at his [sic] election on 30 days'
8 notice to enter on the premises and take immediate possession thereof Thereupon, from the time
9 of such entry, this lease and all rights herein granted shall become void to all intents and purposes
10 whatsoever, and all improvements made on the premises shall be forfeited to Lessor, without
11 compensation therefor to Lessee.”

12 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
13 COMMISSIONERS OF HERNANDO COUNTY:

14 **Section 1. Incorporation of Recitals.**

15 The above-stated recitals are incorporated herein as the factual findings and legal conclusions
16 of the Board of County Commissioners (the “Board”) as if they were fully set forth herein.

17 **Section 2. Termination of Lease and Election to Retake Premises.**

18 Based upon the above-stated findings of fact and conclusions of law, the Board hereby
19 terminates the Ground Lease, the First Amendment, and the Second Amendment. Pursuant to
20 Paragraph 4(D) of the Ground Lease, the County Attorney’s Office shall notify the Marine Group

1 of the Board's termination of its lease and provide it with 30 days' written notice that it must vacate
2 the demised premises. Thereafter, the County Attorney's Office is authorized to take whatever legal
3 steps are necessary to effectuate the Board's decision.

4 **Section 3. Recording.**

5 The Clerk's Office is directed to record a true and correct copy of this Resolution in the
6 Official Records of Hernando County.

7 **Section 4. Effective Date.** This Resolution shall take effect immediately.

8 **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF**
9 **HERNANDO COUNTY** in Regular Session this _____ day of _____ 2024.

10 **BOARD OF COUNTY COMMISSIONERS**
11 **HERNANDO COUNTY, FLORIDA**

12
13
14
15
16 Attest: _____
17 Douglas Chorvat, Jr.
18 Clerk and Comptroller

16 By: _____
17 Elizabeth Narverud
18 Chairwoman

19
20 Approved for Form and Legal Sufficiency

21 *Jon Jouben*
22 _____
23 County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PARCEL

Commence at the SW corner of Section 7, Township 23 S, Range 17 E, Hernando County Florida: Thence N⁰¹°00'30"W along the W boundary of said Section 7, a distance of 845.21 feet to a point on the northwesterly right-of-way line curve of State Road No. S-595, and the **P.O.B.**; said curve being concave southeasterly, having a radius of 5762.58 feet; thence along the arc of said right-of-way line curve, 33 feet from and parallel with the counter line of said State Road S-595, a chord bearing and distance of N18.35'00"E, 328.16 feet, to the point of tangency of said curve, thence N20°19'35"E along said right-of-way line, 33.00 feet from and parallel with said center line a distance of 117.00 feet; thence N69°40'25"W a distance of 17.00 feet; thence N20°19'35"E along said northwesterly right-of-way line, 50.00 feet from and parallel with said center line a distance of 97.60 feet to a point on the southwesterly right-of-way line, by occupation, of a paved road; thence N25°39'22"W along said southwesterly right-of-way line 30.00 feet from and parallel with the center line of pavement of said road, a distance of 150.55 feet to the point of curvature of said right-of-way line, said curve being concave northeasterly, having a radius of 3195.41 feet; thence along the arc of said right-of-way line curve, 30 feet from and parallel with said center line of pavement, a chord bearing and distance of N24°19'24"W, 148.65 feet; thence S88°59'30"W, a distance of 51.51 feet to a point on the west boundary of said Section 7; thence S01°00'30"E along said west boundary, a distance of 789.01 feet to the **P.O.B.**

Parcel ID. No.: R0742317000000200020

Key Number: 594654