CONSENT TO ASSIGNMENT OF GROUND LEASE FROM SHIRLEY L. JORDAN AS TRUSTEE OF THE SHIRLEY L. JORDAN REVOCABLE INTER VIVOS TRUST u/a/d 12/17/12 TO GEORGE MICHAEL JORDAN

This Consent to Assignment of Ground Lease is made and entered into as of this <u>24</u>¹⁴ day of <u>Janoaco</u>, 2023, by and between Hernando County, a subdivision of the State of Florida existing under the laws of the State of Florida, ("<u>Lessor</u>"), Shirley L. Jordan as trustee of the Shirley L. Jordan Revocable Inter-Vivos Trust u/a/d 12/17/12 ("Assignor"), and George Michael Jordan an individual ("<u>Assignee"</u>), and the parties state:

WHEREAS, the **Lessor** and Shirley L. Jordan as trustee of the Shirley L. Jordan Revocable Inter-Vivos Trust u/a/d 12/17/12 entered into a Ground Lease (the "Ground Lease") dated March 25, 2003, recorded in Official Record Book1645 Page 975 of the Public Records of Hernando County, relative to certain improved real property with a street address of 15270 Flight Path Drive, Brooksville, Florida 34604;

WHEREAS, the **Assignor** seeks to assign all of its rights and interests in the Ground Lease to the **Assignee**; and,

WHEREAS, the **Lessor** consents to said assignment provided that the **Assignee** accepts and agrees to be bound by all terms and covenants of the Ground Lease and the **Assignee** further agrees to be substituted as the Lessee for all purposes under the Ground Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the **Lessor**, the **Assignor** and the **Assignee** as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The **Lessor** hereby consents to the assignment of the Ground Lease from the **Assignor** to the **Assignee**, and the **Assignee** agrees to be bound to all terms and covenants of the Ground Lease and the **Assignee** further agrees to be substituted as the Lessee for all purposes under the Ground Lease. Additionally, the **Assignee** understands and agrees that it shall be bound by the terms and conditions of Brooksville – Tampa Bay Regional Airport Rules and Regulations (Amended and Restated February 9, 2016).

3. The **Assignee** further understands and agrees to timely pay the County's annual Fire Rescue Assessments imposed pursuant to Chapter 12, Article V, of the Hernando County Code of Ordinances. For this calendar year it shall be the responsibility of the **Assignor** and the **Assignee** to prorate payment of this fee as between them at the time of assignment.

4. This Consent shall become effective upon the date signed by the last party hereto or at the time of closing, whichever is later. The parties further agree that the closing of the assignment from **Assignor** to **Assignee** shall occur within sixty (60) days of the effective date hereof or this Consent shall become null and void.

5. This Consent shall be recorded at **Assignee's** expense.

Witness our hands and seals upon the dates stated below.

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA (LESSOR) ATTEST: ALLEITETTETTETTETTE C 24/2023 By Summing. John Allocco Chairman Doug Chorvat, Cler Date Jr.; Children and State O COUNT ATTEST: Shirley L. Jordan as Trustee of the Shirley L. Jordan Revocable Inter Vivos Trust u/a/d 12/17/12 (ASSIGNOR) 10 By: Shirley L. Jordan, Trustee Date [print name] George Michael Jordan (ASSIGNEE) ATTEST: By: George Michael Jordan, Individual '0 NOU [print name]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

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STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of D physical presence or D online notarization this 24th day of January , 2023, by John Allocco, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or D who has produced as identification.



Colleen Conko Name legibly printed, typewritten or stamped

STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 1²⁴/₂ day of ______, 2022, by Shirley L. Jordan, as Trustee of Shirley L. Jordan Revocable Inter Vivos Trust u/a/d 12/17/12, who □ is personally known to me OR □ has produced , as identification.

Notary Public (Signature of

Name legibly printed, typewritten or stamped

STATE OF FLORIDA COUNTY OF HERNANDO

DEBORAH HOGAN Notary Public-State of Florida Commission # GG 925411 My Commission Expires October 23, 2023

The foregoing instrument was acknowledged before me by means of D physical presence or D online notarization, this T day of December 2022, by George Michael Jordan, an individual who druger license_, as identification. is personally known to me OR I has produced



Public (Signature of Notary)

nme

Name legibly printed, typewritten or stamped