

INTERLOCAL GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS

THIS GROUND LEASE AGREEMENT (hereinafter the "Ground Lease"), is entered on this ___ day of _____, 2022, by and between Hernando County, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Lessor"), and the District Board of Trustees of Pasco-Hernando State College, Florida, whose address is 10230 Ridge Road, New Port Richey, Florida 34654-5199, (the "Lessee").

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings contained herein, and the rents to be paid by Lessee to Lessor, the Parties hereto covenant and agree as follows:

1. Description of Land. The Lessor hereby leases to the Lessee, subject to the agreements, covenants, conditions, restrictions, and undertakings hereinafter set forth, that certain real property with site improvements, including all ingress and egress easements thereto, located and lying situate in Hernando County, Florida, more particularly described as follows (hereinafter the "Land"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD for the initial term and renewals thereof, upon the terms and conditions stated herein. Lessor covenants and warrants that it holds unencumbered fee simple title to the Land, subject to conditions, reservations, restrictions and easements or record, if any, and that it is authorized to enter this Ground Lease.

2. Lease Term/Options for Renewal. The initial term of this Ground Lease shall be Fifty (50) calendar years, commencing on the date of execution of this Lease Agreement (the "Commencement Date"), and shall end on the day immediately preceding the 40th anniversary of the Commencement Date fifty (50) years hence (the "Expiration Date"), unless sooner terminated or renewed in accordance with this Article 2. Lessee is hereby granted an **OPTION TO RENEW** this Ground Lease for up to two (2) successive additional periods of fifty (50) years each, upon the same terms and conditions stated herein, on condition that Lessee shall notify Lessor, its successors or assigns, in writing not less than one (1) year in advance of the Expiration Date (or end date of the first additional option term) of Lessee's desire to exercise said Option and renew this Lease Agreement. The rent shall be \$1.00 per year for the term of the Lease, including lease renewals.

3. Use. Lessee shall utilize the Land for the sole purpose of constructing and utilizing a Corporate College facility, subject to mutually agreed upon and approved site plan. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Land, or any portion thereof, and to the right of the Lessor to grant such additional easements and rights of way over, across, in, and upon the Land as the Lessor shall determine to be in the public interest (hereinafter the Land, together with all improvements and fixtures at any time installed in, upon or to the Land, and excepting all personal property, collectively, the "Premises"). Notwithstanding, however, such additional future easements may not unreasonably interfere with the rights granted to Lessee herein. Lessee further covenants and agrees:

3.A. The use and occupancy of the Premises by the Lessee shall be without cost or expense to the Lessor except as provided herein.

3.B. Lessee shall provide adequate utility services to the Premises to serve Lessee's building. It is understood and agreed that the Lessee shall be responsible for obtaining, at its sole expense, all utility services, such as electricity, water, sewer, or gas needed by the Lessee during the period of occupancy. Lessee shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

3.C. Lessee agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the Lessee's business on the Premises. Lessee agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts, or other materials on the Premises.

4. Survey. No later than ninety (90) days from the Effective Date of this Agreement, the Lessee, at its option and sole expense, may obtain a Survey of the Land pursuant to the terms hereunder:

4.1. The survey shall be prepared by a Florida licensed land surveyor in accordance with Chapter 427, Fla. Stat., and Rule Chapter 61G17, Fla. Admin. Code, and shall be certified to the Lessee and to the Hernando County Board of County Commissioners (hereinafter referred to as the "Survey"). Upon receipt of the Survey, the Lessee shall promptly provide the Lessor with a signed duplicate original of same.

4.2. In the event there are any discrepancies between the description of the Land above and the description in the Survey, or the existence of any encroachments or other matters which would make the Land untenable or unsuitable for the Lessee's use, then the Lessee shall have fifteen (15) days from the date of the Survey in which to notify the Lessor in writing stating all such discrepancies with the Land discovered from said Survey. Within fifteen (15) days of receiving said notification, the Lessor shall advise the Lessee in writing of whether the Lessor is able to resolve same using diligent effort and within a reasonable amount of time or, failing which, that this Agreement shall be deemed rescinded and canceled and the Lessor shall refund the Lessee all deposits and advance payment.

4.3. This provision shall be the Lessee's sole and only remedy to contest all discrepancies with the size, layout or location of the Land, or any encroachments or other impediments thereon, or any other matters which a survey, prepared pursuant to Chapter 427, Fla. Stat., and Rule Chapter 61G17, Fla. Admin. Code, would otherwise disclose.

5. Due Diligence and Inspections. It is responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the

condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions (the Lessee, at the Lessee's sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with all inspections performed by or for the Lessee, the Lessee shall indemnify and hold harmless the Lessor for any damage or injury done to the Land, Airport property, or the property of others because of such inspection(s) and the Lessee shall promptly repair or have repaired in good workmanship manner such damage caused.

6. No Warranties or Representations. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Land, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, Fla. Stat., and Rule Chapter 61G17, Fla. Admin. Code, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

7. Acceptance of Land. Lessee further acknowledges it has had adequate opportunity to inspect the Land hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Land by the Lessee shall be conclusive evidence against the Lessee that the Land was in good and satisfactory condition when possession was so taken.

8. Improvements. Lessee covenants and agrees that the construction of and improvements to the Land shall meet all applicable federal, state, and county laws, ordinances, codes and regulations, and all plans and specifications therefor shall be subject to prior approval by the appropriate government entities.

9. Ownership of Improvements. Lessee shall have legal title to all buildings and improvements, furnishings, inventory, machinery, and equipment constructed, installed, or stored on the Land by Lessee during the term of this Ground Lease, subject to the rights of any tenant or occupant of the building located on the Land. Upon expiration or termination of this Ground Lease, title to all permanent buildings and improvements constructed on the Land and any fixtures thereto shall vest in the Lessor. All personal property installed or stored within any building located on the Land may be removed by Lessee, provided that said removal is accomplished prior to the expiration of the lease term without damage to the building. Lessee, at its own expense, shall repair any damage which may be caused by such removal. Lessee's right to remove said personal property shall not be construed to include removal of support equipment or fixtures such as air conditioning, base electrical service, or plumbing, which would customarily be provided within such a structure.

10. Interest of Lessor Not Subject to Liens. The ownership interest of the Lessor in the Land, or of Lessee in the improvements thereon, shall not be subject to liens for improvements or construction made to or on the Land. Lessee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of Lessor in the Land, and

Lessor shall have no such authority regarding Lessee's improvements. Lessee and Lessor shall each notify their respective contracted materialmen, contractors, artisans, mechanics and laborers and other persons with respect to the Land or the improvements thereto, that they must look to Lessee for work done on behalf of Lessee and Lessor for work done on behalf of Lessor to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Ground Lease.

11. Disclosure of Avigation Easement and Deed Restrictions. Each party to this Agreement acknowledges that it is aware that the Land is subject to the avigation easement and deed restrictions set forth in the Deed of Release, which has been recorded in the Official Records of Hernando County, Florida at Book 3971, Pages 1499 to 1501.

12. Leasehold Mortgage and Security Agreement.

12.A. Lessor hereby grants permission to Lessee to execute and deliver unto _____, or any other federally- or state-chartered institutional lender, a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed Lessor property (if any), erected upon the Land, as security for said loan, as contemplated by this Section. Furthermore, Lessee may obtain a Leasehold Mortgage and Security Agreement from a lender other than a federally- or state-chartered institution upon Lessor's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed, and provided that such lender is not affiliated with or related to Lessee.

Lessor agrees that, in the event that Lessee shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the Lessor, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with Lessee purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The Lessor agrees that any attempted change, modification, amendment or mutual termination between the Lessor and Lessee without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall Lessee enter into any Leasehold Mortgage or Security Agreement for a duration beyond the Expiration Date of this Agreement, and which Lease Mortgage/Security Agreement may be extended to coincide with each renewal which has been duly exercised by Lessee pursuant to Article 2 above.

In the event that Lessee shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the Lessor agrees that if and when the Lessor notifies Lessee of a default or claim of default by Lessee under this Agreement, Lessor shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the Lessor in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period, commencing on the date mortgagee receives or is deemed to have received such notice, as Lessee would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the

notice to remedy the default. The Lessor further agrees that in the event that Lessee pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire Lessee's interest under this Agreement, through foreclosure or otherwise, the Lessor shall recognize said mortgagee, or such purchaser, as Lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the Lessor, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The Lessor further agrees that if Lessee shall hereafter file for protection under the bankruptcy laws of the United States and shall reject this Agreement or this Agreement otherwise terminates, the Lessor shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the Lessor, which consent the Lessor may withhold for any reason or no reason.

12.B. The parties further understand and agree that any requests for the Lessor to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of Lessor; and Lessor reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article 12, in no event shall Lessor, as a political subdivision of the State of Florida, give, lend, pledge, or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

13. Conformity to Law. Lessee shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or other government entity with jurisdiction over the Land.

14. Non-Discrimination and Affirmative Action Covenants. Lessee, as a part of the consideration hereof, does hereby covenant and agree that: (a) No person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any facilities located thereon; (b) In the construction of any improvements on, over, or under said Land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of furnishing such construction or services, or be otherwise subjected to discrimination.

15. Licenses and Permits. Lessee shall be responsible for obtaining, at its own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of its business on the Land.

16 . Taxes, Fees, and Assessments. Lessee is immune from the payment of any personal property or real property ad valorem taxes. In the event such immunity no longer exists, Lessee shall be responsible for such payments levied upon the Land, any buildings, improvements, or

personal property thereon owned by the Lessee, or upon the leasehold estate conveyed by this Ground Lease. Lessee's failure to timely pay taxes on or before the date when the same shall be considered delinquent shall be deemed a default.

17. Maintenance and Repairs.

17.A. General Obligations. Lessee shall be obligated to maintain the Premises and every part thereof in good appearance, repair, and safe condition, consistent with good business practices, whether installed by the Lessor or the Lessee, such maintenance shall be without cost to the Lessor. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in Section 17.B. Lessee shall repair all damages to the Premises caused by its employees, patrons, or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All exterior paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

17.B. Required Scheduled Maintenance to Premises. In addition to the Lessee's maintenance obligations included in this Agreement, the Lessee further agrees to maintain, at a minimum, certain components (singular use shall not limit the Lessee's obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: (1) Building Exterior. Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. (2) Landscaping. The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions. (3) Electrical Service and HVAC. Always keep area free of debris and foreign objects. (4) Parking Lots. Clean, sweep, remove oil and debris, repair, and stripe, on a routine basis.

17.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in Section 17.B above, the Lessee shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: (1) The Roofs shall be free of any leaks; (2) The HVACs system shall cool and heat properly; and (3) The exterior paint shall be free of unsightly conditions. ; and (4) The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

17.D. Failure to Repair and Maintain Premises. If the Lessee fails to perform the Lessee's maintenance responsibilities, the Lessor shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Lessor has first, in any situation not involving an emergency, by written notice to the Lessee, delivered in accordance with Article 29, afforded the Lessee a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. All costs incurred by the Lessor in performing the Lessee's maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the Lessee within thirty (30) days of receipt of billing, therefore. Failure of the Lessee to pay within thirty (30) days after receipt of the Lessor's notice of delinquency shall be deemed a condition of default. The Lessor retains the right, after giving reasonable advance

notice to the Lessee, to enter upon the Land to repair any utilities thereon that serve any property other than the Lessee's Premises. Lessor shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the Lessee's operations.

18. Authority. The parties hereto are authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, 1000, and 1001.

19. Indemnification.

19.A. Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's negligence or intentional misconduct) by reason of any damage to property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article 19.

19.B. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other authority, or to extend the limits of liability contained therein.

20. Insurance.

20.A. General Insurance Terms and Conditions. In the event the Lessee fails to maintain the insurance required in this Article 20, the Lessor may obtain such insurance on the Lessee's behalf and the cost thereof will be paid by the Lessee as Additional Rent within ten (10) days after invoice. All insurance herein shall have a Best's Rating of "A" or better.

20.B. Minimum Coverage Requirements. Lessee shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

20.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the minimum statutory requirements.

20.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Lessee under this Agreement or the use or occupancy of the Premises by, or on behalf of, the Lessee in connection

with this Agreement. The minimum limits of liability insurance covering the Lessee under this Agreement shall be no less than \$1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

20.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented, or otherwise demised by the Lessor to the Lessee under this Agreement. Property insurance shall always be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

20.C. Evidence of Insurance. The Lessee shall deliver to the Lessor all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The Lessee shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

20.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the Lessor, in its sole discretion, may review and adjust the required coverage limits set forth in Section 20.B; however, in no event may the Lessor increase required coverage more than one hundred and twenty five percent (125%) of the preceding five-year period.

21. Damage or Destruction of Premises.

20.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered unusable, the Lessee will make the repairs immediately, at its own cost and expense.

21.B. Extensive Damage. In the event damages as referenced in Section 20.A shall be so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired within one hundred twenty (120) days, the Lessee will make the repairs with due diligence, at its sole expense.

21.C. Complete Destruction. In the event any building on the Land is completely damaged or destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, the Lessee may elect to either (a) timely and diligently repair and restore such building or improvements to such similar condition as previously existed or such other condition as approved in writing by the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, or (b) to raze the damaged building or improvements and place the Land in a neat, clean and safe condition, and the Lessee shall landscape or pave the area previously

occupied by the destroyed building/improvement and insure said area is made neat in appearance, clean and safe subject to acceptance by the Lessor, which acceptance may not be unreasonably withheld, conditioned or delayed. Upon the foregoing acceptance by the Lessor, and all Land Rent, Additional Rent and other fees having been paid in full and current to the Lessor, then this Agreement shall be deemed terminated and the parties shall fully and forever release each other from this Agreement and any and all disputes, claims, actions or causes thereunder or arising out of or related to this Agreement but excluding violation of any applicable environmental law(s) if later found to have been committed or contributed to by Lessee and/or its subtenants during the term of this Agreement.

22. Environmental Regulations and General Conditions.

22.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

22.A.1. The presence of which requires or may later require notification, investigation, or remediation under any environmental law; or,

22.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, Fla. Stat., and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

22.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States and/or the State of Florida; or,

22.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

22.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

22.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

22.A.7. That contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

22.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to all other requirements of this Agreement or any other

covenants, representations or warranties of the Lessee, the Lessee hereby expressly covenants, warrants, and represents to the Lessor, in connection with the Lessee's operations on the Premises, the following:

22.B.1. Lessee is knowledgeable of all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders, that apply to the Lessee's operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time-to-time, and the Lessee agrees to keep informed of any such future changes.

22.B.2. Lessee agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to the Lessee's operations. Lessee agrees to hold harmless and indemnify the Lessor for any violation by the Lessee of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the Lessee with any permits issued to the Lessee pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the Lessee, its employees, invitees, suppliers or service providers or the Lessor by reason of the Lessee's violation or non-compliance.

22.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

22.B.4. Lessee agrees that all remedies of the Lessor as provided herein regarding violation of any federal, State, or local environmental laws, ordinances, rules, regulations, or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

22.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in Section 22.B.2 shall be provided to the Lessor within twenty-four (24) hours of receipt by the Lessee or the Lessee's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance that the Lessee fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

22.B.6. In entering this Agreement, the Lessor expressly relies on the covenants, representations and warranties of the Lessee as stated herein.

22.C. General Conditions: Stormwater.

22.C.1. Notwithstanding any other provisions or terms of this Agreement, the Lessee acknowledges that certain properties within the Airport, or on the Lessor owned land, are subject to stormwater rules and regulations. Lessee agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

22.C.2. Lessee acknowledges that any stormwater discharge permit issued to the Lessor may name the Lessee as a co-permittee or the Lessee may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The Lessor and the Lessee both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The Lessee acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by the Lessee by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

22.C.3. Lessor will provide the Lessee with written notice of any stormwater discharge permit requirements applicable to the Lessee and with which the Lessee will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the Lessor. Lessee may also be required to comply with the following requirements including but not limited to certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the Lessee shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Lessee agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the Lessee agrees that it will hold harmless and indemnify the Lessor for any violations or non-compliance with any such permit requirements.

22.D. General Conditions: Solid and Hazardous Waste.

22.D.1. If the Lessee is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the Lessee shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

22.D.2. Lessee agrees to provide the Lessor, within ten (10) days after the Lessor's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans, and material safety data sheets prepared or issued in connection with the Lessee's use of the Premises.

22.E. Installation of Underground Tanks. Lessee shall not be permitted to install underground storage tanks of any kind.

22.F. Environmental Inspection at End of Agreement Term.

22.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in Article 2 herein), the Lessee, shall conduct an environmental inspection, examination, and audit to be performed within the time. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the Lessee. Lessee agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the Lessee shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State, and local law and the foregoing provisions of this Article 22.

22.F.2. If the Lessor is unable to lease the Premises during the period of a cleanup, referred to in this Article 22, due to the environmental condition of the Premises, in addition to any other damages for which the Lessee may be liable, the Lessee shall be responsible for payment of lost Land Rent or lost use to the Lessor.

22.F.3. The firm conducting cleanup work must be approved by the Lessor, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the Lessor.

22.G. Lessor Contamination. Nothing in this Article 22 shall be construed to make the Lessee liable to the Lessor in any way for any contamination or release of Hazardous Substances that occurs because of the actions of the Lessor or any of its employees, agents, or contractors.

22.H. Site Contamination. Nothing in this Article 22 shall be construed to make the Lessee liable to the Lessor in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the Lessee's activities at or upon the Premises or under this Agreement.

22.I. Indemnification. Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Lessor's property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in Section 22.A, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Nothing

contained in this Article 22 shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other authority, or to extend the limits of liability contained therein.

This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article 22.

23. Right Of Flight.

23.A. Lessor reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the Lessor, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Brooksville-Tampa Bay Regional Airport (the "Airport").

23.B. Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. Lessee further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an airport hazard.

24. Right of Entry. The County Administrator or his designee, upon at least five (5) days' written notice, shall have the right to enter the Premises (exclusive of any area in which the Lessee operates proprietary or confidential operations) for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the Lessee's compliance with the terms of this Agreement.

25. Subordination of Trust Agreement. This Agreement and all rights of the Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Lessor to secure financing. Conflicts between this Agreement and such financing documents shall be resolved in favor of such documents. The subordination provided for in this Section 25 is conditioned upon Lessor obtaining a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from the existing pledgee, transferee or mortgagee, and from any future pledgee, transferee or mortgagee providing that: (i) such pledgee, transferee or mortgagee will at all times fully recognize Lessee's rights under this Lease, and in the event of a termination of or foreclosure under any such lien or mortgage, such holder shall not disturb Lessee's possession of the Premises, provided that Lessee is not in default of any of its material obligations under this Lease subject to the giving of notice, if any, and the expiration of any applicable cure period; and (ii) that upon pledgee, transferee or mortgagee acquiring title to the Premises, Lessee shall attorn directly to said pledgee, transferee or mortgagee or its purchaser.

26. Signs. Lessee may, at the Lessee's sole expense, erect such exterior signs, as may conform, and comply with all requirements of appropriate governmental authorities including, but

not limited to, existing sign ordinances and regulations of Hernando County. The Lessee agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the Lessor in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the Lessee agrees to remove, at the Lessee's sole expense, any exterior signs erected during the term of this Agreement and to repair, at the Lessee's sole expense, any damage caused thereby.

27. Assignment and Subletting. Lessee may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the Lessor, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sublease, the Lessee agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee, for the performance of all terms and conditions in this Agreement unless otherwise released by the Lessor in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee.

28. Applicable Law; Venue; Attorney's Fees; Disputes. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Lessee and the Lessor, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal, or a court of subject matter jurisdiction located in Hernando County, Florida. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of or related to this Agreement. Notwithstanding the foregoing, any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164.

29. Notices and Communications. All notices or communications whether to the Lessor or to the Lessee will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o County Administrator, 15470 Flight Path Drive, Brooksville, Florida 34604 Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; and copy to: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601.

TO LESSEE: c/o President of Pasco-Hernando State College, Florida, whose address is 10230 Ridge Road, New Port Richey, Florida 34654-5199 (the "College"); and copy to: General Counsel, 10230 Ridge Road, New Port Richey, Florida 34654-5199.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article 29. If the Notice is sent through the U.S. Mail or

private delivery company (e.g., FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

30. Complete Agreement; Amendments; Supersedes. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. All amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules, and orders regarding the leasing of surplus airport property.

31. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

32. Binding Effect. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the Lessor and its successors and assigns and shall be binding upon the Lessee and its successors and assigns.

33. Recording of Lease Agreement. Lessor shall record this Agreement in the public records of Hernando County. The Lessee shall pay all recording costs.

34. Brokers. Lessor shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the Lessor, or the Airport Director as designee, prior to the Effective Date of this Agreement and which agreement shall name or refer to the Lessee herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

35. No Waiver by Acquiescence. No waiver by Lessor at any time of any of the terms or conditions of the Lease, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions, or breach hereof. Failure of the Lessor to insist upon the strict performance of any of the covenants, conditions, terms, and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, terms, and agreements. The Lessee covenants that no surrender or abandonment of the Land or of the remainder of the term herein shall be valid unless accepted by the Lessor in writing.

36. Quiet Enjoyment. Lessor covenants and agrees that so long as Lessee shall timely pay all rents due to Lessor from Lessee hereunder and keep, observe, and perform all covenants, promises and agreements on Lessee's part to be kept, observed, and performed hereunder, Lessee

shall and may peacefully and quietly have, hold, and occupy the Land free of any interference from Lessor, subject, however, and nevertheless to the terms, provisions, and conditions of this Lease.

37. Fiscal Funding: In the event funds are not appropriated by or on behalf of the Lessee or Lessor in any succeeding fiscal year for purposes described herein, thus preventing Lessee or Lessor from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to the Lessee or Lessor.

38. Waiver of Jury Trial. Each party hereto hereby irrevocably waives all rights it may have to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

39. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

40. Miscellaneous.

40.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

40.B. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

Signatures on next page

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

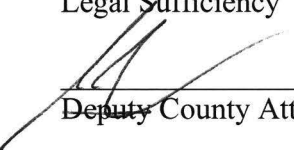
Attest:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (LESSOR)

Douglas Chorvat, Jr.
Clerk of the Court & Comptroller

By: _____
~~Steve Champion~~
Chairman

Approved as to Form and
Legal Sufficiency



Deputy County Attorney

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

Attest:

THE DISTRICT BOARD OF TRUSTEES OF PASCO-HERNANDO STATE COLLEGE, FLORIDA



Timothy L. Beard, Ph.D.
Secretary

By: _____



11/16/2022

John Mitten
Chair

Legal Language Approved by
PHSC Legal Counsel

Initials PAN Date: 11/16/2022

EXHIBIT A

A TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA THENCE N.00°17'02"E., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 691.60 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HELICOPTER DRIVE, THENCE S.89°50'19"E., ALONG THE NORTH RIGHT OF WAY LINE OF SAID HELICOPTER DRIVE, A DISTANCE OF 609.36 FEET; THENCE N.00°09'41"E., A DISTANCE OF 458.45 FEET; THENCE N.00°06'34"E., A DISTANCE OF 125.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING HILL DRIVE, THENCE S.89°53'26"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET; THENCE S.00°00'00"E., LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 246.76 FEET; THENCE N.90°00'00"W. A DISTANCE OF 50.42 FEET; THENCE S.00°00'00"E. A DISTANCE OF 337.05 FEET TO A POINT ON AFOREMENTIONED NORTH RIGHT OF WAY LINE OF HELICOPTER DRIVE; THENCE N.89°50'19"W. ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 301.11 FEET TO THE POINT OF BEGINNING. CONTAINING 187,751.1 SQUARE FEET (4.31 ACRES MORE OR LESS)

SUBJECT TO A UTILITY EASEMENT ALONG THE NORTH 50 FEET THEREOF.