

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this 13<sup>th</sup> day of June, 2023, by and between HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS (BUILDING DIVISION) hereinafter referred to as "LANDLORD", and HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as "TENANT," and the parties agree as follows:

1. **Landlord.** HERNANDO COUNTY, (BUILDING DIVISION) an enterprise entity of Hernando County, Florida

2. **Tenant.** HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION.

3. **Premises.** The lease covers approximately 881 square feet of the offices located at 1661 Blaise Dr., Brooksville, Florida 34601. Areas marked on Exhibit "A", attached hereto, as Conference Room, kitchen area, and restrooms are "common or shared" areas. During the term of the Lease, the remainder of the space may be leased by the Landlord to a tenant with substantially similar activities or may be occupied by the Landlord. The Premises may be used for the administrative function of the MPO.

4. **Use of Premises.** The Tenant shall use the Premises for general offices and storage purposes and for no other purpose without the Landlord's prior written approval. Tenant shall not keep or have on the Premises any article or thing or a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or might be considered hazardous by a responsible insurance company.

5. **Initial Term: Possession.** The term of this Lease will begin on July 1, 2023 (the "Commencement Date") and will terminate one (1) year from said date on June 30, 2024 (the "Initial Term"). The Tenant shall be entitled to possession of the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease, unless renewed or otherwise agreed to by both parties in writing. Upon the Tenant providing acceptable proof of insurance in accordance with Paragraph 10 below, the Landlord, in its sole option, may allow the Tenant to occupy the Premises early without charge.

6. **Termination Option.** During any Renewal Period hereto, the Tenant shall have the right to terminate this Lease by providing the Landlord with ninety (90) days prior written notice of its intent to terminate. Following proper notice and termination of this Lease, upon all Base Rent and other obligations owed to the Landlord having been paid and/or performed by the Tenant, and upon the Tenant surrendering possession of the premises to the Landlord with the Premises being vacant, clean and free of all trash and debris, then this Lease shall be deemed canceled and each party shall release the other from all claims, disputes, actions and appeals relating to or arising under this lease.

7. **Base Rent.** The Tenant shall pay to the Landlord Annual Base Rent of \$10,131.56 in twelve equal monthly installments, payable on the first day of each month, during the first year of this Lease. Base Rent shall be delivered to the Landlord at (Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601). Base Rent received by the Landlord after the tenth (10<sup>th</sup>) day of the month will be charged a five percent (5.0%) late fee (\$30.04 /month). Rental rate

is based on a charge of \$11.50 per square foot of space.

**8. Landlord Responsibilities.**

A. Availability of Utility Services. The Landlord shall provide utility services to the Premises adequate for the intended Use of the Premises per Paragraph 3 above.

B. Landlord Maintenance. The Landlord shall be responsible for maintaining: (i) the exterior of the Premises; (ii) roof; (iii) roof drains; (iv) exterior walls; (v) foundations; (vi) structural portions; (vii) HVAC systems; (viii) plumbing systems, pipes drains (excluding any clogs or stoppages caused by the Tenant); (ix) electrical systems; (x) existing landscaping; (xi) existing striped parking areas; (xii) common areas if any (xiii) replacement of light bulbs and ballasts; (xiv) replacement of HVAC filters; (xv) doors, locks, and keys; (xvi) janitorial service and supplies; (xvii) cleaning; (xviii) pest control service; (xix) garbage and trash removal; (xx) removal of litter in the parking and exterior areas.

C. Real Property Taxes. To the extent not otherwise exempt in whole or part, the Landlord shall pay any real property taxes due on the Premises.

**9. Tenant Responsibilities.**

A. Tenant Maintenance. The Tenant shall be responsible for maintaining: (i) the interior of the Premises; (ii) security systems if any; (iii) internal telephone and data systems.

**10. Insurance.** The Landlord shall provide fire and extended casualty insurance coverage for the Premises. The Tenant shall provide proof of insurance for its contents and general liability insurance. The general liability insurance shall be in such amount acceptable to the County's Risk Manager.

**11. Improvements and Alterations to the Office Area.** The Tenant shall have the right to improve/alter the interior of the Premises by installing floor coverings, painting interior walls, removing/relocating existing interior walls, removing /relocating millwork, and similar interior improvements and alterations (the "Tenant Improvements"), subject to the prior approval of the Landlord and which approval shall not be unreasonable withheld, conditioned, or delayed. All Tenant Improvements shall be at the Tenant's sole cost and expense. All Tenant Improvements shall be performed in a good workman-like manner by the appropriately licensed contractors and tradesmen, and all applicable permits obtained.

**12. Tenant Improvement Allowance.** The Tenant shall not receive any allowance, credit, or offset from the Landlord for any alterations or improvements it undertakes, or causes to be undertaken, to the Premises in connection with this Lease.

**13. Security Deposit.** No security deposit shall be required from the Tenant.

**14. Exterior Sign.** With the prior approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, the Tenant may install an exterior sign in accordance with the County's land development regulations. Tenant shall be responsible for all fees and permits associated with signage.

15. **Parking.** The Tenant shall have the exclusive right to utilize the existing striped parking area associated with the Premises on the south side of the building.

16. **Security.** The Tenant shall have the right to install its own security system, at its sole costs and expense. In the event the Tenant installs a security system, such security system shall remain part of the Premises at the time the Tenant surrenders the Premises. Tenant shall be responsible for all fees and permits associated with installation of a security system.

17. **Keys and Access.** The Tenant shall have access to the Premises 24 hours a day, 7 days per week. Notwithstanding the foregoing, the Landlord may enter the Premises from time to time, during normal business hours and upon reasonable advance notice to the Tenant, to perform the Landlord's maintenance responsibilities pursuant to Paragraph 9 above and/or to ensure that the Tenant is performing its responsibilities in accordance with Paragraph 10 above.

18. **Sublease.** The Tenant shall have the right to sublease space within the Premises subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

19. **Default.** In the event either party defaults under this Lease, the other party shall retain all rights and remedies under Florida Landlord and Tenant Law, to the extent not modified or limited by any other provision of this Lease.

20. **Abandonment.** The Tenant's early vacation of the Premises shall not be construed as abandonment, nor shall it be an event of default as long as the Tenant continues to timely make its monthly rental payments to the Landlord and maintains the Premises in accordance with Paragraph 10 above.

21. **Relocation of Tenant.** The Landlord shall not have the right to relocate the Tenant.

22. **Subordination, Non-Disturbance and Attornment Agreement.** The Tenant shall receive appropriate non-disturbance agreements from any present or future mortgagees or holder of any other superior interest in the Premises, if any.

23. **Expiration of Term or Surrender of the Premises.** The Tenant shall not be obligated to restore the Premises to its original layout and condition upon expiration of term or surrender of the Premises; however, the Tenant shall remove all of its personal property, goods and effects and peaceably yield up the Premises to the Landlord with the Premises being vacant, clean and free of all trash and debris. Any alterations or improvements to the Premises made or caused by the Tenant shall remain with the Premises at the time the Tenant surrenders the premises.

24. **Approvals.** This Lease is subject to the Approval of the Hernando County Board of County Commissioners and the Hernando/Citrus Metropolitan Planning Organization.

25. **Destruction or Condemnation of Premises.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, the Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to the Tenant. If the premises are condemned or cannot be repaired within sixty (60) days, this lease will terminate upon thirty (30) days written notice by either party.

26. **Governing Law, Venue and Fees.** This Lease shall be construed in accordance with Florida law. Venue of any claim, dispute, or action shall be Hernando County, Florida. Each party to such claim, dispute, action, or appeal shall bear its own attorney fees and costs.

27. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any kind of lien on the Premises and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary to keep the Premises free of all liens resulting from construction done by or for the Tenant.

28. **Entire Agreement.** This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease.

29. **Amendments.** This Lease may only be modified or amended by a writing duly approved and signed by the Landlord and the Tenant.

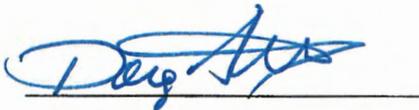
30. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

31. **Assignment.** This Lease shall not be assigned.

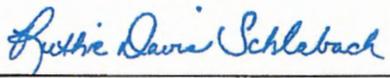
32. **Effective Date.** This Lease shall be effective upon the date signed by the last party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:



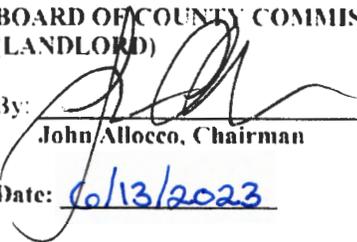
HERNANDO/CITRUS  
METROPOLITAN PLANNING ORGANIZATION  
(TENANT)

By:   
Ruthie Davis Schlabach, Chairman  
Date: 5/22/2023

ATTEST:

  
  
for Douglas A. Chorvat, Jr.  
Clerk of Circuit Court + Comptroller

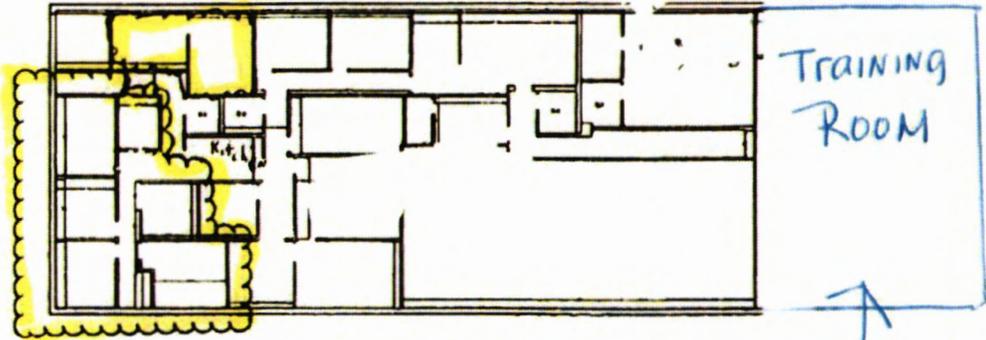
HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
(LANDLORD)

By:   
John Allocco, Chairman  
Date: 6/13/2023

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY:   
County Attorney's Office

LEASED AREA OUTLINED  
IN YELLOW

881 ☒



|||||  
1661 Blaise Dr.  
Brooksville, FL 34601

Use based  
on Availability

Exhibit "A"