



PUBLIC COMMENT FORM

◆ NOT Required for Public Hearings or Citizens' Comments ◆

THE BOARD OF COUNTY COMMISSIONERS VALUES YOUR PARTICIPATION

Please fill out one form at the beginning of the meeting for each item (**except Public Hearings or Citizens' Comments**) you wish to address and submit to the County Administrator. When the Board comes to that item/portion of the agenda, the Chairman will call speakers to the podium from these forms in the order received.

Please PRINT all information.

Name: Jodie Pillaralla

Address: _____ Zip: _____

Indicate Agenda Item Number: L1

Brief description of your comments:

COAST GUARD AUX Bld

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following guidelines for Citizens' Comments:

- **A three-minute time limit per speaker will be adhered to.**
- **Time may not be yielded to other speakers.**
- **Discussion cannot include issues acted upon at an earlier date.**
- **The Chairman has the right to limit discussion if the subject is outside of the authority of the Board of County Commissioners or if the discussion regarding an issue is repetitive.**
- **The Chairman has the authority to request Board approval for an extension of time if he/she deems it appropriate.**

Mailing PO BOX 6851
Address: SPRING HILL FL 34611-6851

Land: \$50,001 Capped: \$345,699
AG Land: 50 Excl Cap: \$72,296
Market: \$417,995 Taxable: \$72,296



Property Information

Tax Information

Site Address: 4340 CALIENTA ST
Description: 1.7 A MOL IN SW COR OF W1/2 ORB 408 PG 388 ORB 2887
PG 403 ORB 3398 PG 1065
DOR Code: (77) CLUBS, LODGES, UNION HALLS
Levy Code: CWES Sec/Tnshp/Rng: 23-23-18
Subdivision:
Neighborhood: SHOAL LINE BLVD/OSOWAW BLVD (C595)

AdValorem: \$662.26
NONAdValorem: \$660.18
Total For 2022: \$1,322.44
Total For 2021: \$6,067.65
Total For 2020: \$4,424.25
Total For 2019: \$4,496.34

ERROR: PARCEL KEY NOT VALID IN TAX YEAR 2016
Close

Land Sales Bldg Characteristics

Land Use	Units	Value
TOWER SITE FOR CELL TOWERS	1.00 UNITS	50,000
ACREAGE	0.01 ACRES	1



John C. Emerson, CFA
HERNANDO COUNTY
PROPERTY APPRAISER
"To Serve and Assess With Fairness"

Street Level photos may not be available if structure is not visible from road.Multiple Addresses Exdst

Parcel Key: 04750850 Parcel #: 0-7-UBC-17-0000-0030-0030

Owner Information	Property & Assessment Values
Owner Name: HERNANDO BEACH MARINE SAFETY SUPPORT Mailing PO BOX: 6851 Address: SPRING HILL FL 34611-6851	Building: \$299,505 Assessed: \$417,995 Features: \$68,489 Exempt: \$345,699 Land: \$50,001 Capped: \$345,699 AG Land: \$0 Excl Cap: \$72,296 Market: \$417,995 Taxable: \$72,296



Property Information	Tax Information
Site Address: 4340 CALIENTA ST [1] Description: 1.7 A MOL IN SW COR OF W1/2 ORB 408 PG 388 ORB 2887 PG 403 ORB 3398 PG 1065 DOR Code: (77) CLUBS, LODGES, UNION HALLS Levy Code: CWES Sec/Tnshp/Rng: 23-23-18 Subdivision: Neighborhood: SHOAL LINE BLVD/OSOWAW BLVD (C595)	AdValorem: 3062.26 NONAdValorem: \$660.18 Total For 2022: \$1,322.44 Total For 2021: \$6,067.65 Total For 2020: \$4,424.25 Total For 2019: \$4,496.34 Rec'd Time Tax Info Pay Taxes On-line

Land Breakdown

Land Use	Units	Value
TOWER SITE FOR CELL TOWERS	1.00 UNITS	50,000
ACREAGE	0.01 ACRES	1

Sales Breakdown

Sale Date	Book/Page	Deed Type	Vacant/Improved	Qualification	Sale Price	Grantee
09/23/2016	3398/1065	GL	I	D	\$100	HERNANDO BEACH MARINE SAFETY SUPPORT

Building Characteristics

Bldg #	Description	Year Built	Area (Base/Aux)	Bed/Bath	Value
①	GOVERNMENTAL BUILDINGS(32)	1978	5500/480	1/4	\$279,237
②	EQUIPMENT STRUCTURE(50)	2012	240/	/	\$20,268

NOTE: All S.F. Calculations are based on exterior building dimensions

Extra Features

Bldg#	Description	Actual Year	Dimensions	Current Value
1	C/L FENCE 6FT+ W/BARBED WIRE (CF3)	1998	336 Linear Feet	\$2,621
1	PAVEMENT, ASPHALT RESIDENTIAL (PV2)	1985	5,000 Square Feet	\$12,000
1	PAVEMENT, ASPHALT RESIDENTIAL (PV2)	1985	1,600 Square Feet	\$3,840
1	PAVEMENT, ASPHALT RESIDENTIAL (PV2)	1990	20,000 Square Feet	\$48,000
2	C/L FENCE 6FT+ W/BARBED WIRE (CF3)	2012	260 Linear Feet	\$2,028

Addresses

4340 CALIENTA ST	CALIENTA ST
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Businesses

Parcel Key: 00443853 Parcel #: R13 423 16 0000 0040 0000

Owner Information

Owner Name: HERNANDO COUNTY
Mailing Address: 20 N MAIN ST RM 263
Address: BROOKSVILLE FL 34601

Property & Assessment Values

Building: \$182,403 **Assessed:** \$291,678
Features: \$61,768 **Exempt:** \$291,678
Land: \$244,094 **Capped:** \$291,678
AG Land: \$0 **Excl Cap:** \$0
Market: \$488,265 **Taxable:** \$0

**Street Level photos may not be available if structure is not visible from road.

Property Information

Site Address: 3451 SHOAL LINE BLVD
Description: 5A MOL IN SE1/4 OF SE1/4 OF NE1/4 OR 385 PG 515 LESS A LOT 190 X 233 FT LEASED TO VFW POST 9236
DOR Code: (86) COUNTIES OTHER THAN PUBLIC SCH
Levy Code: CWES **Sec/Tnshp/Rng:** 13-23-16
Subdivision:
Neighborhood: SHOAL LINE BLVD/OSOWAW BLVD (C595)

Tax Information

AdValorem: \$0.00
NONAdValorem: \$0.00
Total For 2022: \$0.00
Total For 2021: \$0.00
Total For 2020: \$0.00
Total For 2019: \$0.00

[Real Time Tax Info](#) [Pay Taxes On-line](#)



TRIM Property Card Picture Street View Aerials

Land Sales Bldg Characteristics Extra Features Addresses Businesses Mobile Homes

Sale Date	Book/Page	Deed Type	Vacant/Improved	Qualification	Sale Price	Grantee
02/24/2015	<u>3183/550</u>	QC	I	X	\$100	HERNANDO COUNTY
01/01/1980	<u>385/515</u>	QC	I	D	\$100	HERNANDO COUNTY

**Street Level photos may not be available if structure is not visible from road.

Parcel Key: 01126089

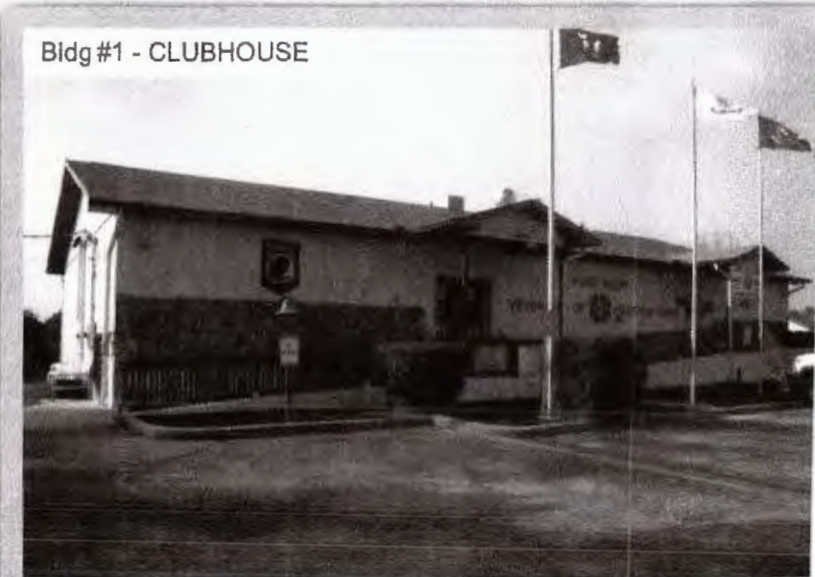
Parcel #: R13 423 16 0000 0040 0010

Owner Information

Owner Name: HERNANDO COUNTY
 Mailing: 20 N MAIN ST RM 460
 Address: BROOKSVILLE FL 34601

Property & Assessment Values

Building: \$186,114	Assessed: \$262,185
Features: \$68,840	Exempt: \$262,185
Land: \$199,668	Capped: \$262,185
AG Land: \$0	Excl Cap: \$0
Market: \$454,622	Taxable: \$0



Bldg #1 - CLUBHOUSE

1126089 01/11/2018



Property Information

Site Address: 3435 SHOAL LINE BLVD
 Description: A LOT 190 X233 FT IN SE1/4 OF SE1/4 OF NE1/4
 DOR Code: (86) COUNTIES OTHER THAN PUBLIC SCH
 Levy Code: CWES Sec/Tnshp/Rng: 13-23-16
 Subdivision:
 Neighborhood: SHOAL LINE BLVD/OSOWAW BLVD (C595)

Tax Information

AdValorem:	\$0.00
NONAdValorem:	\$0.00
Total For 2022:	\$0.00
Total For 2021:	\$0.00
Total For 2020:	\$0.00
Total For 2019:	\$0.00

[Real Time Tax Info](#) [Pay Taxes On-line](#)

- TRIM
- Property Card
- Picture
- Street View
- Aerials

- Land
- Sales
- Bldg Characteristics
- Extra Features
- Addresses
- Businesses
- Mobile Homes

Sale Date	Book/Page	Deed Type	Vacant/Improved	Qualification	Sale Price	Grantee
01/01/1988	<u>385/515</u>	QC	I	D	\$100	HERNANDO COUNTY

Three properties in Hernando Beach were part of Sasser's original plans for the county to have long term leases on. They were the VFW, the Fire Station and the Coast Guard Auxiliary building. The county was obviously in agreement with this or these leases never would have been written. Having this emergency response center in this area was and still is considered crucial to keeping our waterways and coastal area safe.

The Flotilla 15-8 members provided ALL materials and labor to build their building on county land. No taxpayer money was used.

The Flotilla provides safe boating classes open to the public for recreational boating safety.

The Flotilla provides free boat inspections to help keep the waters safe.

The Flotilla provides assistance to the Coast Guard in search and rescue missions.

The Flotilla operates in Safety and Security patrols

The Flotilla operates in Commercial Fishing and Vessel exams.

The Flotilla operates in mass casualties and disasters.

The Flotilla operates in pollution response and patrols.

The Flotilla operates in Homeland Security.

The Flotilla is on call to operate in any mission as directed by the US Coast Guard or Secretary of Homeland Security.

The mission of the Flotilla is to promote and improve recreational boating safety. To provide trained crews and facilities to augment the Coast Guard and enhance safety and security of our ports, waterways and coastal regions. To support Coast Guard operational, administrative and logistical requirements.

HBMG "The Corporation" has been responsible for the upkeep and maintenance of the building that the Flotilla members built, payment of all utilities, repair of equipment, keeping emergency generators up to date and operational and ensuring the building will be ready to serve as a command center if or when disaster hits.

HBMG BUILDING IMPROVEMENTS SINCE I'VE BEEN ON THE BOARD

REPAIR STUCCO BUILDING EXTERIOR

REPAIR SOFFITS

CLEAN AND PAINT BUILDING EXTERIOR

PAINT MURAL

NEW ROOF BACK SECTION OF BUILDING

FIX PLUMBING SHUTOFF LADIES ROOM

REBUILD TOILETS LADIES ROOM

REPLACE DAMAGED CEILING TILES

REPLACE SEVERAL CEILING LIGHT FIXTURES

REPAIR EMERGENCY EXIT SIGNS

INSTALL NEW EMERGENCY GENERATOR

REPLACE SHELVING IN BACK GARAGE

REPLACE SHELVING IN TOOL STORAGE ROOM

CLEAN, SORT AND BOX ITEMS IN TOOL/STORAGE ROOM

DRYWALL REPLACEMENT TOOL ROOM CEILING

REPLACE SEVERAL ELECTRICAL RECEPTACLES

REVAMP MICROPHONE OUTLETS

REPLACE OUTSIDE LIGHT FIXTURES

REPAIR OUTSIDE LIGHT FIXTURES

SCRAPE AND REMOVE OVERGROWN GRASS IN PARKING LOT

WEED AREAS NEXT TO BUILDING

NEW SHELLS IN AREAS NEXT TO BUILDING

PLANT FLOWERING SHRUBS BEHIND BUILDING

REPAIR A/C UNITS

INSTALL MAIL BOX

STRIP FLOORS AND BUFF

NEW LOCKS ON TOOL ROOM

REPAIR CEILING SPEAKERS

Lease of Coast Guard Auxiliary

Research File

-52-

Board of County Commissioners' Meeting

July 7, 1998

that cogongrass was brought in for forage evaluation and for road side stabilization evaluation. He indicated that it was not known how the plant got off those two sites.

Interim Deputy County Administrator/Public Works Director R. Alan Holbach stated that retired Judge Monroe Treiman would like to comment on the issue since he was on the forefront of the project. He felt that the study was a tremendous benefit on furthering the control of cogongrass in the county.

Mr. Treiman approved of the work accomplished. He stated that five years ago a section of Wiscon Road was to be treated; however, that work had not occurred.

Mr. Holbach indicated that the treatment program would begin on Wiscon Road; however, he noted that the program would be inadequate if cogongrass was only controlled within the County's right of way. He stated that the staff would work with the property owners along Wiscon Road to utilize the procedures presented in the report. He commented that cogongrass was a fire hazard.

Mr. Treiman assured Mr. Holbach that the landowners in that area would cooperate with the County. He complimented Dr. Shilling on his work.

RECESS/RECONVENE

The Board recessed at 3:25 p.m. and reconvened at 3:45 p.m.

HERNANDO COUNTY WATER & SEWER DISTRICT GOVERNING BOARD

Contracts and Agreements - Hernando Beach Marine Safety Support Group, Inc. -

Approval of Lease Extension for Coast Guard Building in Hernando Beach

Assistant Utilities Director Kay Adams reviewed that on June 23, 1998, the Board postponed discussion on the request for a lease extension on the Coast Guard Auxiliary (CGA) building located on Shoal Line Boulevard in Hernando Beach, which was owned by the Hernando County Water and Sewer District (HCW&SD), as CGA members had received late notification and were unable to attend. She noted that the staff had received a letter from Mr. Cecil F. Spencer, President of the Hernando Beach Marine Safety Support Group, Inc., requesting an extension of a property lease between the HCW&SD and the Marine Safety Support Group. Mr. Spencer was requesting an additional 25-year lease, beginning in 2017, which, if approved, would expire in 2042. Mr. Spencer indicated the lease extension was necessary for long-range planning and greater lease stability.

1998 - we did not own the building

This was undisputed

Thank you,

Susie

Susie Baker, CFE
Valuations Services Coordinator
Hernando County Property Appraiser's Office
20 N Main St., Room 463
Brooksville, FL 34601
352-754-4190 ext. 25152
352-754-4198 Fax
www.hernandopa-fl.us/PAWEBSITE

From: John Emerson
Sent: Monday, October 31, 2016 2:00 PM
To: Susan Baker
Subject: FW: Possible Error Re: Parcel Owner

From: Jon Jouben
Sent: Monday, October 31, 2016 1:35 PM
To: John Emerson
Subject: Possible Error Re: Parcel Owner

John,

Can you have someone check to see if the owner information is correct for Parcel Key: 00594654 is correct? This issue arose after one of the County's insurer insists that the County owns the building on the parcel, and that the building is used for County-related purposes, because the County is listed as the owner on your office's website. In reality, this parcel is a ground lease that is essentially just like the ground leases at the Airport.

This parcel is owned by the County, but is subject to a long-term ground lease to Hernando County Marine Safety Support Group, Inc., which constructed and owns all of the improvements on the parcel. I have attached all of the pertinent lease documents. If you look at the 1982 lease amendment, ¶ 3.B., Taxes, states, "Lessee shall pay all taxes, assessments, or other public charges levied or assessed on this lease, the rents herein reserved, and the premises or any building erected thereon. Lessee will at all times indemnify Lessor against any loss or liability in connection with payment of such taxes, assessments, or charges, or in connection with the payment of any claims or demands becoming chargeable against or payable in respect of the premises or the use and occupancy thereof."

Jon Jouben, Esq.
Deputy County Attorney
Board Certified in City, County, and Local Government Law
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601
(352) 754-4122
(352) 754-4001 - Fax

GROUND LEASES AT
THE AIRPORT ARE
FOR PROFIT BUSINESSES
AND LEASES STATE THEY
ARE GROUND LEASES

this email cant change
... INTEREST

Kyle Benda <KBenda@co.hernando.fl.us>

Nov 18, 2021, 9:47 AM

to me, wferreira@tempabay.com, Pamela, Deborah

Hello Dr. Reeve,

Attached is the final draft of the new lease agreement between HBMG and Hernando County. The County is still trying to locate the proper elevation certificate needed for flood insurance purposes, but that will not change the provisions in the proposed lease (it will just give us more information about the total cost of the flood insurance premiums). It is my understanding that the County's position in this lease that HBMG would be responsible to pay the flood insurance premiums, but the County will pay to get the elevation certificate, if one is required for that flood insurance policy.

I've copied Ms. Hogan on this email as well so we are all working off of the same document. Once you review the lease, please let me know if you approve and then we can work towards putting on a future agenda before the Board of County Commissioners. If you have any question, feel free to give me a call.

Best,



KYLE J. BENDA

Assistant County Attorney

County Attorney's Office

kbenda@hernandocounty.us

A 20 N Main St, Suite 462, Brooksville, FL 34601-2850

F 352-754-4122 | F 352-754-

4001 | www.hernandocounty.us/

NOTE: Florida has a very broad public records law.

Your email communications may be subject to public disclosure.

BY EMAIL

LEASE AGREEMENT

THIS LEASE made on this _____ day of _____, 2021, between HERNANDO COUNTY, a political subdivision of the State of Florida, Lessor, which expression shall include the successors and assigns of the named Lessor when the context so admits, and HERNANDO BEACH MARINE GROUP, INC., Lessee (collectively referred to as the "Parties"), which expression shall include the successors and assigns of the named Lessee when the context so admits. This Lease evidences the grants, covenants, and agreements made between the parties with reference to the following described premises:

See Schedule "A" attached hereto and made a part hereof as though incorporated *in haec verba*

hereinafter referred to as the Premises.

RECITALS

WHEREAS, the West Hernando County Water and Sewer District is the predecessor in interest to the Hernando County Water and Sewer District, which transferred its interest in the Premises to HERNANDO COUNTY.

WHEREAS, Hernando Beach Flotilla-8, Inc. is the predecessor in interest to the Hernando Beach Marine Safety Support Group, Inc., which is the predecessor in interest to HERNANDO BEACH MARINE GROUP, INC.

WHEREAS, on July 27, 1977, the West Hernando County Water and Sewer District entered into a lease agreement with Hernando Beach Flotilla-8, Inc. concerning the Premises, which lease is located at Book 408, Page 388 of the Official Records of Hernando County, Florida.

WHEREAS, on November 1, 1979, the West Hernando County Water and Sewer District entered into a lease modification with Hernando Beach Flotilla-8, Inc. concerning the Premises, which is located at Book 452, Page 215 of the Official Records of Hernando County, Florida.

WHEREAS, on March 1, 1982, the Hernando County Water and Sewer District entered into a new lease agreement with Hernando Beach Flotilla-8, Inc. concerning the Premises, which lease is located at Book 499, Page 1349 of the Official Records of Hernando County, Florida. This lease replaced the previous lease and lease modifications entered into among the Parties.

WHEREAS, on November 1, 1999, the Hernando County Water and Sewer District entered into a lease amendment with Hernando Beach Marine Safety Support Group, Inc. concerning the Premises, which is located at Book 3398, Page 1065 of the Official Records of Hernando County, Florida.

WHEREAS, on October 21, 2008, the Hernando County Water and Sewer District entered into a second lease amendment with Hernando Beach Marine Safety Support Group, Inc.

concerning the Premises, which is located at Book 3417, Page 1715 of the Official Records of Hernando County, Florida.

WHEREAS, on February 14, 2017, the Hernando County Water and Sewer District participated in a land exchange with HERNANDO COUNTY regarding the Premises to resolve an ongoing issue related to issuance of insurance proceeds to HERNANDO BEACH MARINE GROUP, INC.

WHEREAS, on February 22, 2017, HERNANDO BEACH MARINE GROUP, INC. executed a general release to HERNANDO COUNTY regarding the issuance of insurance proceeds to HERNANDO BEACH MARINE GROUP, INC. related to the repair of damage caused by Tropical Storm/Hurricane Hermine.

WHEREAS, HERNANDO COUNTY is the current fee simple owner of the Premises being leased to HERNANDO BEACH MARINE SUPPORT GROUP, INC.

WHEREAS, HERNANDO BEACH MARINE SUPPORT GROUP, INC. currently subleases the Premises to three (3) different cellular telephone providers who have antenna on the cell phone tower located on the Premises.

NO SUBLEASE OF TOWER

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement, the Parties agree to the following:

1. **Recitals.** The Parties acknowledge that the foregoing recitals are true and correct and that the same are incorporated herein and made a part hereof.

2. **Demise of Premises.** Being the owner in fee of the Premises, Lessor does hereby demise and lease the same to Lessee for a term of twenty-five (25) years, which term ends on the _____ day of _____, 2045.

3. **Covenants and Agreements of Lessor.** In connection with the above demise, Lessor covenants with Lessee that, conditioned on Lessee's performance and observance of Lessee's covenants herein, Lessee shall have the quiet title and peaceable possession of the premises during the term of the lease.

4. **Covenants and Agreements of Lessee.**

a. **Rents.** Lessee will pay to Lessor at such place as Lessor may from time to time designate in writing, in annual installments in advance from the beginning of the term, as rent, one (\$1.00) dollar per year, during the term of this Lease.

b. **Taxes.** Lessee shall pay all taxes, assessments, or other public charges levied or assessed on this Lease, the rents herein reserved, and the Premises or any building erected thereon. Lessee will at all times indemnify Lessor against any loss or liability in connection with payment of such taxes, assessments, or charges, or in connection with the payment of any claims or demands becoming chargeable

✓

against or payable in respect of the Premises or the use and occupancy thereof. Lessee may, at its own expense, contest any liens, claims or charges of any kind in respect to the premises which may be thought by Lessee to be unlawful or excessive; on first furnishing to Lessor reasonable security for the payment of all liability, cost, and expenses at the end of the litigation if Lessor requires the same.

- c. **Restriction on Use.** During the term hereof, Lessee will conform to and observe all ordinances, rules, and regulations of the County and State and of all public authorities, boards, or officers relating to the Premises or the improvements on the same or use thereof.
- d. **Liability.** Lessee shall maintain in effect throughout the term of this Lease, without expense to the Lessor, comprehensive public liability insurance covering the Premises and its appurtenances in the amount of \$1,000,000 for bodily injury of any one person, \$1,000,000 for bodily injury in one occurrence, and property damage insurance in the amount of \$25,000. Such insurance shall specifically insure Lessee against all liability imposed by law, and shall insure both Lessor and Lessee. Lessee is also required to carry flood insurance required for the Premises and shall pay all costs associated with such flood insurance.
- e. **Assignment of Lease.** Lessee will not, except by way of mortgage of its leasehold estate to secure some actual indebtedness, assign or transfer this Lease without the written consent of Lessor.
- f. **Indemnification of County.** Lessee shall indemnify and hold harmless the Lessor from all claims, losses, harm, costs, liabilities, damages, and expenses of any nature, whether having occurred at any time in the past or that may occur at any time in the future, arising out of, in connection with, or being in any way related to this Lease, whether such claims, losses, harm, costs, liabilities, damages, and expenses are caused by the negligence of the Lessee, the agents or employees of the Lessee, or otherwise. Such indemnification shall be against expenses of any nature (including, but not limited to, attorney's fees and witness costs), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the Lessor in connection with any action, suit, claim, or proceeding, including any appeal of such action, suit, claim, or proceeding. Nothing contained in this Lease is intended, nor shall it be construed, to waive the Lessor's rights and immunities under the common law or Section 768.28 of the Florida Statutes, as may be amended from time to time.
- g. **Maintenance and Repair of the Premises.** Lessee agrees, at Lessee's sole expense, to maintain the Premises and the appurtenances to the Premises in good repair, and in at least as good condition as that in which they were delivered, ordinary wear and tear and damage by fire or other casualty excepted, including, but not limited to, the roof, the parking lot, the mechanical systems, HVAC systems, the plumbing systems, and the landscaping on the Premises. Lessee shall pay, before delinquency, all charges for water, gas, electricity, trash removal, pest



control, and other utilities supplied to the Premises leased to the Lessee during the term of this Lease.

- h. Lessor May Cure Certain Defaults of Lessee.** In case of any default on the part of Lessee in payment of any amount or amounts herein required to be paid by it other than amounts payable as rent, or in case of any default in the procuring of insurance as herein provided, Lessor may make any payment or payments proper and necessary to procure such insurance or to cure any default which may be relieved against by the payment of money, and Lessee will thereupon on demand reimburse and pay to Lessor the amount so paid or expended, with interest thereon at the maximum legal rate per year from the date of any payment made. A like rate of interest shall be payable on all arrearages of rent herein provided to be paid. There is reserved to Lessor the right at all reasonable times to enter on the Premises for the purpose of inspection and such other purposes as may be necessary or proper for the reasonable protection of his interest in the Premises.

5. Mutual Covenants.

- a. Waiver.** No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition, or stipulation.
- b. Lease Not Extinguished by Destruction of Building.** No damage to or destruction of any building or buildings on the Premises by fire or other casualties shall entitle Lessee to surrender possession of the Premises or to terminate this lease.
- c. Notices.** All notices, demands, or other writings in the Lease provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be sent as follows: To Lessor: Jeff Rogers, County Administrator for HERNANDO COUNTY, 15470 Flight Path Drive, Brooksville, FL 34604. To Lessee: Deborah F. Hogan, Esq., Registered Agent for HERNANDO BEACH MARINE GROUP, INC., P.O. Box 6851, Spring Hill, FL 34611. The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such Party as above provided.
- d. Conditions of Grant.** This Lease is made on the condition that Lessee shall perform all the covenants and agreements set forth herein to be performed by it. If at any time there is default on the part of the Lessee in the payment of rent, taxes, assessments, or other charges and payments to be made by it, or any part thereof, and if such default continues for a period of 120 days, or if there is default on the part of the Lessee in the performance or observance of any of the remaining covenants or agreements hereof to be observed and performed by it, and such default continues for a period of 120 days after written notice of such default being given by Lessor to Lessee and to any mortgagee or grantee in trust who shall have

given to Lessor written notice of the existence of the interests held by him in the Premises, Lessor at any time thereafter shall without demand or notice, which are hereby waived, have full right, at its election on 30 days' notice to enter on the premises and take immediate possession thereof and bring suit for and collect all rents, taxes, assessments, payments, or other charges which shall have accrued up to the time of such entry. Thereupon, from the time of such entry, this Lease and all rights herein granted shall become void to all intents and purposes whatsoever, and all improvements made on the Premises shall be forfeited to Lessor, without compensation therefor to Lessee.

6. **Encumbrance of Lessee's Leasehold Interest.** Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the demised Premises, together with all buildings and improvements placed by Lessee. The execution of any such mortgage, or deed of trust, or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

If Lessee shall encumber its leasehold interest and estate in the demised Premises, and if Lessee or the holder of the indebtedness secured by such encumbrance shall give notice to Lessor of the existence thereof and the address of such holder, then Lessor will mail or deliver to such holder, at such address, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions hereof. Such copies shall be mailed or delivered to such holder at, or as near as possible to, the same time such notices are given to or served on Lessee. Such holder may, at its option, at any time before the rights of Lessee shall be terminated as provided herein, pay any of the rents due hereunder, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms hereof, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions hereof, or to prevent the termination hereof. All payments so made, and all things so done and performed by such holder shall be as effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

In the event the leasehold interest described herein is mortgaged to a financial institution for the construction of improvements on the property, the holder of said mortgage, in the event of default, shall have the right to foreclose on said leasehold interest; provided however, that in the event of such default and commencement of a foreclosure action, the Lessor shall have the option to redeem the mortgage by paying the balance of the mortgage in which event this Lease shall thereupon terminate.

7. **Waste and Nuisance Prohibited.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the demised Premises, the breach of which might result in any penalty on lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit or suffer to be committed any waste on the demised Premises, or any nuisance. ✓

8. **Abandonment of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumber to Lessor.

9. **Profits from Subleases on Cell Phone Tower.** The Lessee may sublease space for colocation of antenna on the cell phone tower located on the Premises and shall retain all payments made by sublessees for use of the cell phone tower.

10. **Right of First Refusal to Purchase Premises.**

- a. The Lessor owns the Premises.
- b. The Premises is not currently being offered for sale, but the Lessee recognizes the possibility that it may be offered for sale at some later date.
- c. The Lessee desires to purchase the Premises if and when it is offered for sale.
- d. In consideration of the Premises, the covenants in this Lease, and the mutual promises exchanged herein between the Lessor and Lessee, the Lessor grants to the Lessee a right of first refusal with respect to the Premises, as follows:
 - i. If the Lessor desires to sell the Premises and receives from some third party a bona fide offer for the purchase thereof, the Lessor agrees to disclose the terms of such offer to the Lessee in writing, within ten (10) days following receipt of the offer.
 - ii. The Lessee shall have ten (10) days after receiving notice of the terms of the offer within which to elect to purchase the Premises or the same material part thereof on terms identical to those offered by the third party. Such election shall be made by written notice to the Lessor the address listed in Paragraph 5(c) above, accompanied by a check for One Thousand Dollars and Zero Cents (\$1,000.00) to the order of HERNANDO COUNTY, to be applied to the purchase price. Within thirty (30) days thereafter, the Parties shall enter into a formal contract of sale containing the provisions normally used in such contracts in Hernando County, Florida, and expressly including all terms of the original bona fide offer made to the Lessor, except as the Parties may mutually agree. It is understood that the consideration paid for this right of first refusal shall not be applied to the purchase price of the Premises.
 - iii. If the Lessee fails to give the notice and to tender the payment as provided in Paragraph 2, the Lessor shall be relieved of all liability to the Lessee hereunder and may dispose of the property as the Lessor sees fit.

PURCH. OPTION DELETED

11. **Waiver of Fee to Rent Premises.** The Lessor and any of its agents, employees, officers, boards, departments, or any other group that is affiliated with Hernando County, a political subdivision of the State of Florida, may rent the Premises up to twice per month without paying any fee to the Lessee.

12. **Recording.** Upon execution by all Parties, this Agreement shall be recorded in the Official Records of Hernando County, Florida with the costs of recording to be paid by the Lessee.

13. **Amendment/Waiver.** This Lease cannot be amended, modified, or revised unless done in writing and signed by all Parties. No provision of this Lease may be waived except in writing signed by all Parties. The failure by a Party to enforce any provision of this Lease or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

14. **Entire Agreement.** This Lease and the exhibits attached to it, all being a part hereof, constitute the entire agreement of the Parties and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement. Each party shall bear its own fees and expenses (including, but not limited to, the fees and expenses of its agents, brokers, representatives, attorneys, engineers, and accountants) incurred in connection with the negotiation, drafting, execution, and performance of this Lease.

15. **Governing Law.** This Lease shall be governed by Florida law. Venue for any legal action between, among, or relating to the Parties and the enforcement or breach of this Agreement shall be a court of competent jurisdiction in Hernando County, Florida.

16. **Headings.** The captions and headings in this Lease are for convenience and reference only and in no way define or limit the construction of the terms and conditions of this Lease.

17. **Ambiguity.** To the extent there is any issue with respect to any alleged, perceived, or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted this Lease.

18. **Severability.** If any provision of this Lease is held invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect.

19. **Survival.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration of this Lease. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

20. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

21. **Attorneys' Fees.** In the event that any dispute between the Parties related to this Lease should result in litigation, each Party shall pay its own attorney's fees.

22. **Prior Leases.** The lease replaces any lease previously entered into by the parties pertaining to the property herein.

HERNANDO COUNTY, a political
subdivision of the State of Florida

By _____
John Allocco, Chairman

Attest _____

HERNANDO BEACH MARINE GROUP,
INC.

By _____

Attest _____

SCHEDULE "A"

COMMENCE AT THE SW corner of Section 7, Township 23 S, Range 17 E, Hernando County Florida; Thence N 01° 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, 33.00 feet from and parallel with the counterline of said State Road S-595, a chord bearing and distance of N 18° 35" E, 328.16 feet to the point of tangency of said curve; then N 20° 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 N 69° 40' 25" W a distance of 17.00 feet; thence N 20° 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 pave road; thence N 25° 39' 22" W along said southwesterly right-of-way line, 30 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, 30.00 feet from and parallel with said center line of pavement, a chord bearing and distance of N 24° 19' 24" W, 148.65 feet; thence S 88° 59' 30" W, a distance of 51.51 feet to a point on the west boundary of said Section 7; thence S 01° 00' 30" E along said west boundary, a distance of 789.01 feet to the P.O.B. containing 1.753 acres more or less

Court

HN HC

key # 0094695

RRm 131

For recording use only

3/4

20 key # 1728150 Attached 2/11

**CONSENT TO ASSIGNMENT OF GROUND LEASES
FROM Interconnect Cable Technologies Corporation
TO Interconnect Cable Technologies Properties, LLC.**

This Consent to Assignment of Ground Lease is made and entered into as of this 11 day of December, 2012, by and between Hernando County, a political subdivision of the State of Florida ("**Lessor**"), Interconnect Cable Technologies Corporation ("**Assignor**"), and Interconnect Cable Technologies Properties, LLC., ("**Assignee**"), and the parties state:

WHEREAS, **Lessor** and Pearson Industries, Inc. entered into a Ground Lease dated April 5, 1988, recorded in Official Record Book 692, pages 1827 – 1834, of the Public Records of Hernando County, Florida, (the "**First Ground Lease**") relative to certain real property legally described as:

Lot 15 of the Hernando County Airport Industrial Park, Phase 1, as recorded in Plat Book 17, Page 80-83, of the Public Records of Hernando County, Florida; and,

WHEREAS, Pearson Industries, Inc. assigned the **First Ground Lease** to Interconnect Cable Technologies Corporation, on April 5, 1998 as recorded in Official Record Book 1222 page 179 of the Public Records of Hernando County;

WHEREAS, **Lessor** and Pearson Industries, Inc. entered into a Ground Lease dated June 13, 2000, recorded in Official Record Book 1347, pages 1347 – 1355, of the Public Records of Hernando County, Florida, (the "**Second Ground Lease**") relative to certain real property legally described as:

Lot 16 of the Hernando County Airport Industrial Park, Phase 1, as recorded in Plat Book 17, Page 80-83, of the Public Records of Hernando County, Florida; and,

WHEREAS, Pearson Industries, Inc. assigned the **Second Ground Lease** to Interconnect Cable Technologies Corporation, on October 24, 2000 as recorded in Official Record Book 1373, page 1565 of the Public Records of Hernando County;

WHEREAS, the **Assignor** seeks to assign all of its rights and interests in the **First Ground Lease** and the **Second 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 the Hernando County Airport Industrial Park Covenants and Restrictions of record and the

Hernando County Airport Rules and Regulations (Amended and Restated May 13, 2004).

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 forty-five (45) days of the effective date hereof or this Consent shall become null and void.

This Consent shall be recorded at Assignee's expense.

Witness our hands and seals upon the dates stated below.



Karen Nicolai
Karen Nicolai, Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: Wayne Dukes 12/11/12
Wayne Dukes, Chairman Date

ATTEST:

Renee Oroasco
Renee Oroasco
[print name]

INTERCONNECT CABLE TECHNOLOGIES
CORPORATION (ASSIGNOR)

By: Sareet Majumdar
Sareet Majumdar, President Date

ATTEST:

Renee Oroasco
Renee Oroasco
[print name]

INTERCONNECT CABLE TECHNOLOGIES
PROPERTIES, LLC (ASSIGNEE)

By: Sareet Majumdar
Sareet Majumdar, Manager Date

ATTEST:

Donald S. Swartzel
Donald S. Swartzel
[print name]

HERNANDO COUNTY AVIATION AUTHORITY
(CONCURRENCE)

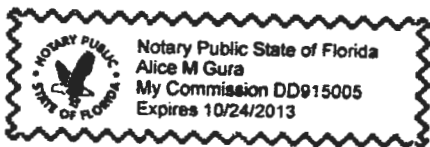
By: Gary E. Schraut 11/27/12
Gary E. Schraut, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11 day of Dec., 2012, by Wayne Dukes, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.



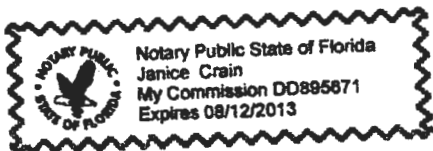
Alice M. Gura
(Signature of person taking acknowledgment)
Alice M. Gura
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 5th day of December, 2012, by Sareet Majumdar, as President of Interconnect Cable Technologies Corporation, who is personally known to me or who has produced _____ as identification.



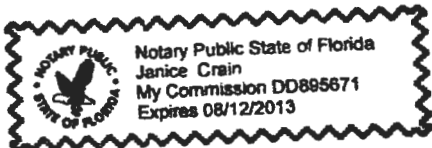
Janice Crain
(Signature of person taking acknowledgment)
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 5th day of December, 2012, by Sareet Majumdar, as Manager of Interconnect Cable Technologies Properties, LLC, who is personally known to me or who has produced _____ as identification.



Janice Crain
(Signature of person taking acknowledgment)
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

V/4

This Instrument Prepared by:
David C. Sasser, Esq./j3
Johnston & Sasser, P.A.
Post Office Box 997
Brooksville, FL 34605-0997

R

Key # 1738150

SALES

PA 2964 PA 497
12/11/17

CONVEYANCE

ON Key # 946625

Hern. Co
DOR 1407 lease
hold interest

ASSIGNMENT OF LESSEE'S INTEREST IN LEASES

KNOW ALL MEN BY THESE PRESENTS, that INTERCONNECT CABLE TECHNOLOGIES CORPORATION, a Florida corporation, whose mailing address is: 16041 Flight Path Drive, Brooksville, Florida 34604 ("Assignor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by INTERCONNECT CABLE TECHNOLOGIES PROPERTIES, LLC a Florida limited liability company, whose mailing address is: 16041 Flight Path Drive, Brooksville, Florida 34604, ("Assignee"), at or before the signing of this Assignment, the receipt of which is hereby acknowledged, has assigned and transferred, and by this Assignment does hereby assign and transfer to the Assignee all rights and obligations of the Assignor under those certain Leases as follows: (1) Ground Lease dated April 5, 1988, made by Hernando County, to Pearson Industries, Inc., and recorded in O.R. Book 692, page 1827, as corrected in O.R. Book 692, page 1827, and as modified and assigned in O.R. Book 1222, page 1790, O.R. Book 1232, page 136, O.R. Book 2555, page 1034, O.R. Book 1559, page 1206 and O.R. Book 2062, page 403, public records of Hernando County, Florida; and (2) Ground Lease dated June 13, 2000, made by Hernando County, to Pearson Industries, Inc., and recorded in O.R. Book 1347, page 1347, as modified and assigned in O.R. Book 1373, pages 344 and 1565, O.R. Book 2169, page 664 and O.R. Book 2062, page 403, public records of Hernando County, Florida; upon the following described property, to-wit:

Lots 15 and 16, HERNANDO COUNTY AIRPORT INDUSTRIAL PARK, Unit 1, as per plat thereof recorded in plat book 17, page 80, public records of Hernando County, Florida.

ASSIGNOR also conveys and transfers to Assignee all right, title and interest in the buildings, improvements and fixtures located on the property.

THIS ASSIGNMENT IS GIVEN PURSUANT TO THE TERMS OF THE CONSENT TO ASSIGNMENT OF GROUND LEASES RECORDED IN O.R. BOOK 2962, PAGE 403, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

A portion of the consideration of this Assignment being that the Assignee assumes all the obligations, agrees to abide by all of the terms, provisions and conditions, and agrees to pay all of the payments described in said Leases now due or to become due, as specified in said Leases.

(WHEREVER used herein the terms "Assignor" and "Assignee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and are used for singular or plural as context requires.)

IN WITNESS WHEREOF, the Assignor has executed this instrument this 20 day of December, 2012.

Signed in our presence:

INTERCONNECT CABLE TECHNOLOGIES CORPORATION - Assignor

Mary Alice Betts
Witness
MARY ALICE BETTS
(Printed Name of Witness)

BY: Sareet Majumdar
Sareet Majumdar, President

Renee Orosco
Witness
Renee Orosco
(Printed Name of Witness)

ACCEPTANCE

THE foregoing Assignment of Lease is hereby accepted this 20th day of December, 2012.

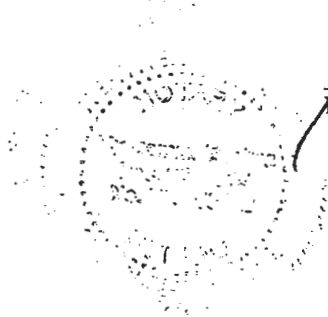
INTERCONNECT CABLE TECHNOLOGIES PROPERTIES, LLC - Assignee

BY: Sareet Majumdar
Sareet Majumdar, Manager

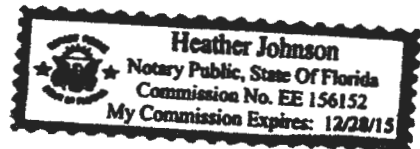
BY: Michael Thiel
Michael Thiel, Manager

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by SAREET MAJUMDAR, as President of INTERCONNECT CABLE TECHNOLOGIES CORPORATION, a Florida corporation, and by SAREET MAJUMDAR and MICHAEL THIEL, as Managers of INTERCONNECT CABLE TECHNOLOGIES PROPERTIES, LLC, who are personally known to me or who produced drivers licenses as identification, this 20th day of December, 2012, and who acknowledged before me that the execution thereof was the act and deed of their respective companies.



Heather Johnson
Notary Public



Waterway Dept
Site 4146 Pine Dale Ct
Parcel id # 00152444

SALE HAD NO DEED LISTED IN PLED
FOR Forrest Parks, Rec. 1-1

450
CK 1984
3rd Lease
BK 539 Pg 1857
ASSIGNMENT of Gnd
LEASE BY COUNTY

FILED FOR RECORD
KAREN NICOLA
HERNANDO COUNTY FL

036856

91 DEC - 9 11:00 AM

GROUND LEASE

G. R. 844 PG 0299

THIS IS A GROUND LEASE dated as of the 3 day of
December, 1991, between HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS, as Lessor and DENNIS WILPONG and PAMELA
WILPONG, individually, as Lessee.

WITNESSETH:

The LESSOR and LESSEE hereby covenant and agree as follows:

SECTION 1. LEASE OF LEASED LAND. The Lessor hereby demises and leases the North 388.51 feet of Lot 37 and the West 40 feet of the North 388.51 feet of Lot 36, including the existing 50 foot paved concrete revetment which lies on the border of Lot 36 and 37, of the Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 through 83, Public Records of Hernando County, Florida, to the LESSEE and the LESSEE hereby hires, takes and leases the leased land from the LESSOR, for the term, at the rental and on the conditions herein set forth. The LESSOR hereby grants to the LESSEE the exclusive right and use of the above described concrete revetment, said use including, but not limited to, the public parking of motor vehicles and/or the ingress and

O. R. 844 PG 0300

egress of aircraft from the airport taxi-way or landing strip to and from LESSEE'S place of business, however, the LESSOR retains the right during the term of this lease to utilize the existing 50 foot paved concrete revetment above described for emergency access to and from taxi-way "a" for emergency purposes and for airport maintenance vehicles and equipment.

SECTION 1a. LESSOR grants to LESSEE the right to lease that remaining portion of Lot 36 at the option of the LESSEE and prior to the LESSOR granting any leasehold rights in said remaining portion of Lot 36 to any other entity. This is a "first right of refusal" granted by the LESSOR to the LESSEE wherein the LESSOR will by written instrument notify and offer to the LESSEE the right to enter a leasehold agreement for the use and occupancy of Lot 36 thirty (30) days prior to said remaining portion of Lot 36 being conveyed to any other person or entity.

SECTION 2. LEASE TERM. The lease term for the leased land shall commence on the date of delivery of this Ground Lease and shall end on the anniversary date fifty (50) years hence. LESSEE shall have the option to renew the lease for an additional fifty (50) years on giving written notice to LESSOR of its intention to exercise the

SECTION 2a. PERMITTED USES. LESSEE shall use the denised premises to construct thereon an office and warehouse building and shall reconstruct or remodel the existing structure now located on Lot 37, said structure will be for the purpose of conducting thereon the manufacturing, assembly, storage, distribution and sale of various electronic and electric equipment and components and related products or to conduct the other lawful business of the LESSEE or its assign. All other uses that may be proposed in the future, for said building, shall conform to the type of industry or business envisioned by the Industrial Park restrictions and covenants, the conformance of which shall be determined and approved in writing by the LESSOR through the Industrial Park Administrator.

LESSOR hereby grants permission to the LESSEE to execute and deliver unto a commercial lending institution a leasehold mortgage and security agreement pledging this lease and the commercial buildings and attendant facilities to be erected upon leased premises, as security for said mortgage loan as contemplated by this section.

SECTION 2b. RESTRICTIVE COVENANTS. The property leased hereunder is subject to the Declaration of Protective and Restrictive Covenants Applicable to Hernando County Airport Industrial Park, Unit 1, which is

SECTION 3. RENT. The LESSEE agrees to pay to the LESSOR an annual sum of Five Thousand Two Hundred Twenty Dollars (\$5,220.00) as rent for the lease land paid in monthly amounts of Four Hundred Thirty-Five Dollars (\$435.00) per month with the first payment due on July 1, 1991. Subsequent payments on the 1st day of each succeeding month. The rental amount shall be in effect for a period of five (5) years and shall be subject to review for adjustment every fifth anniversary of this lease or any extensions to this lease. The leased land shall be reappraised by a real estate appraiser, at the expense of LESSOR, at the beginning of each subsequent five year term and the rental amount shall be the current lease amount of \$435.00 per month or 12% percentum of the appraised value of the land per year. LESSEE has the right to dispute and challenge the appraisal obtained by the LESSOR and the LESSEE may submit the appraisal of an independent appraiser for the consideration of the LESSOR in determining the property value upon which future lease payments may be based. LESSOR agrees to act in good faith in determining future lease amounts, if any, or in future lease payment reductions should the appraised value of said property be reduced. LESSEE retains all legal rights available to appeal the decision of the LESSOR in the event irreconcilable differences arise as a result of an

1/2% (one and one-half per cent) penalty or \$5.00 (Five Dollars) whichever is greater, will be applied to all rents received after the tenth (10th) of the month.

SECTION 4. MAINTENANCE. In addition to the rental payments in Paragraph 3, the LESSEE shall pay to the LESSOR an annual sum of \$500.00 which sum shall be for the cost of operation and maintenance of the Industrial Park. This amount shall be paid in equal monthly installments of \$41.67 each. This annual fee shall be adjusted every five (5) years to reflect the changes in the Consumer Price Index (Department of Labor); provided however, that any adjustment shall not exceed 5% of the previous annual fee.

SECTION 5. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows if to the LESSEE, at:

15470 Flight Path Drive
Brooksville, Florida 34609

and, if to LESSOR, at 10 North Brooksville Avenue, Brooksville, Florida; the LESSOR and the LESSEE may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 6. BINDING EFFECT. This Ground Lease shall inure to the benefit of and shall be binding upon the LESSOR and the LESSEE and their respective successors and

assigns.

O. R. 844 PG 0304

SECTION 7. SEVERABILITY. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. LESSEE will use the premises and conduct or allow any activities upon the premises only in compliance with all applicable laws, governmental regulations, and reasonable regulations established from time to time by LESSOR.

SECTION 9. ASSIGNMENT AND SUBLETTING. LESSOR agrees that LESSEE may sublease the hereindescribed property and premises to Innovative Technology, Inc., a Florida corporation, or other qualified business entity, and the LESSOR hereby grants permission to that commercial lending institution that has provided financing to the LESSEE pursuant to a mortgage granted on the premises hereindescribed to become the LESSEE in the event of loan failure by the LESSEE hereindescribed and further, LESSOR agrees that in the event the lending institution should foreclose on the mortgage entered into by the LESSEE, that the lending institution should then have the right to sell

O.R. 844 PG 0305

the premises for re-leasing with the written permission and authority of the LESSOR.

SECTION 10. INSURANCE. At all times while this lease remains in force, LESSEE agrees to maintain, at LESSEE'S expense, fire and casualty insurance on the improvements located on the premises up to the full insurable value thereof, and to maintain comprehensive bodily injury, death, and property damage liability insurance with respect to the premises and coverages not less than \$500,000.00 for bodily injury or death resulting from one occurrence, and \$250,000.00 for property damage. Said insurance shall name LESSOR as the insured or an additional insured with LESSEE. LESSEE shall deliver the policy or policies of insurance (or copies thereof) to the LESSOR at the inception of this lease, and shall, when requested, furnish LESSOR with written evidence that the insurance has remained in force and good standing.

SECTION 11. INDEMNIFICATION. LESSEE agrees to indemnify and hold harmless the LESSOR from any claim arising out of injury to any person or damage to any property resulting from LESSEE'S activity upon the premises herein demised.

SECTION 12. UTILITIES AND TAXES. LESSEE shall pay all applicable taxes and all costs and charges for water,

50 000/1/17
ONLY
SCHEIDT

D. R. 844 PG 0306

telephone service, fire protection, and other utilities used in connection with the premises while this lease remains in force.

SECTION 13. SUITABILITY OF PREMISES. LESSEE has examined the premises before entering into this lease and does not rely upon any representations by LESSOR as to the condition of the premises or its suitability for LESSEE'S purposes.

SECTION 14. LESSOR'S REMEDIES FOR LESSEE'S DEFAULT. If LESSEE fails to pay LESSOR the rent required hereunder when due, or otherwise defaults in the performance of LESSEE'S obligations hereunder, LESSOR may (a) resume possession of the premises and recover immediately from LESSEE the unpaid rent specified herein less the fair rental value of the premises for the remainder of the lease period, reduced to present worth, or (b) resume possession of the premises and recover from LESSEE, at the end of the lease period or at the time each payment of rent becomes due hereunder, as LESSOR may choose, the unpaid rent specified herein less the net rent, if any, received by LESSOR from re-leasing or renting. In either event, LESSOR shall also be entitled to recover from LESSEE any special damages to LESSOR by reason of LESSEE'S default. The remedies specified above are not in

D. R. 844 PG 0307

costs incurred by LESSOR in enforcing the terms of this lease shall be borne by LESSEE, including reasonable attorneys' fees.

SECTION 15. AIRPORT MATTERS. This lease is subordinate to the provision of any existing or future agreement between the LESSOR and the United States of America, the State of Florida, or their agencies, relative to the operation or maintenance of the Hernando County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration.

SECTION 16. EXCLUSIVE RIGHTS. Notwithstanding anything herein contained that may be, or appear to be the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another operator or other operators on other parts of the airport property.

SECTION 17. NON-DISCRIMINATION. The LESSEE for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this lease for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the

O.R. 844 P8 0308

provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

SECTION 18. STANDARD PROTECTION CLAUSES.

(a) The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described 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 Hernando County Airport.

(b) The LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(c) The LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the

with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 19. COVENANTS.

(a) As a part of the consideration for this lease, the LESSEE covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed or claimed on or against said lot or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the owner or owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the LESSOR from said land herein leased, equal in amount to said rents.

(b) That if part of or one of the buildings be destroyed or rendered untenable by fire or other unavoidable accident, the LESSEE shall make appropriate repairs or replacement or demolition within a period of

LESSOR for good cause upon written request by LESSEE and all such actions by LESSEE must be approved by LESSOR in writing.

(c) That in the event the LESSEE, without the written consent of the LESSOR, shall sell, assign or in any manner encumber or pledge this lease, or if the LESSEE shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or the Hernando County Industrial Park Board, or any of their departments, or bureaus applicable to said premises, the LESSOR may, if it elects, at any time thereafter, terminate this lease the terms thereof, on giving the LESSEE fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease and the terms thereof shall terminate, expire and come to an end on date fixed in this lease for the termination and expiration thereof.

(d) If at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against LESSEE in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion

O. R. 844 PG 0311

the benefit of creditors, this lease, at the option of the LESSOR, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated. In such event neither LESSEE nor any person claiming through or under LESSEE by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises. LESSOR, in addition to the other rights and remedies he has by virtue of any other provision herein or elsewhere in this lease contained by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from LESSEE or others in behalf of LESSEE.

(e) The LESSOR, upon its part, hereby covenants and agrees as follows: That the LESSEE may quietly hold and enjoy the premises hereby leased without any interruption by the LESSOR, or any persons claiming through or under it, provided that on the breach of any of the covenants by the LESSEE herein contained the LESSOR may thereupon re-enter said premises and immediately the said term will be terminated.

SECTION 20. The LESSOR designates the Administrator of the Hernando County Industrial Park to do and perform on behalf of the LESSOR all acts requiring the discretion

O. R. 844 P8 0312

of its agent hereunder, including at all reasonable times, the right to enter upon the premises for the inspection of same.

SECTION 21. EXECUTION IN COUNTERPARTS. This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Ground Lease to be executed in their respective names as of the date first above written.

LESSOR

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By:

John P. Richardson
CHAIRMAN

ATTEST:

Karen Nicolai
KAREN NICOLAI, CLERK OF
CIRCUIT COURT

LESSEE

Dennis H. Wilfong
DENNIS H. WILFONG

Pamela Wilfong
PAMELA WILFONG

ATTEST:

Ann Debra Theibert Han

37.50

Handwritten notes:
12/21/88
11/10/88

Handwritten notes:
12/21/88
County Admin
2/10/89

GROUND LEASE

THIS IS A GROUND LEASE dated as of April 5, 1988 between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, as Lessor and PEARSON INDUSTRIES, INC., as Lessee.

WITNESSETH:

The LESSOR and the LESSEE hereby covenant and agree as follows:

SECTION 1. LEASE OF LEASED LAND. The LESSOR hereby demises and leases Lot #15 of the Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80-83 Public Records of Hernando County, Florida, to the LESSEE and the LESSEE hereby hires, takes and leases the Leased Land from the LESSOR, for the term, at the rental and on the conditions herein set forth.

SECTION 2. LEASE TERM. The lease term for the Leased Land shall commence on the date of delivery of this Ground Lease and shall end on the anniversary date Fifty (50) years hence. LESSEE shall have the option to renew the lease for an additional Fifty (50) years on giving written notice to LESSOR of its intention to exercise the option at least three months prior to the expiration of the initial term.

SECTION 2a. PERMITTED USES. LESSEE shall use the demised premises to construct thereon an office/warehouse building which will be made available for lease or sale to an industry. It is understood and agreed that any manufacturing use that may, in the future, be proposed for said building shall conform to type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in writing by the LESSOR through the Industrial Park Administrator.

SECTION 3. RENT. The LESSEE agrees to pay to the LESSOR an annual sum of \$1,980.00 (One Thousand Nine Hundred Eighty Dollars) as rent for the Leased Land paid in monthly amounts of \$165.00 (One Hundred Sixty Five Dollars) per month with the first payment due on July 1, 1988, at which time the rent for the first and last month shall be paid. Subsequent payments on the

This instrument is being re-recorded to correct an error on the last page.

O.R. 692 PG 1827

O.R. ~~689~~ PG 0835

1st (first) day of each succeeding month. The rental amount shall be in effect for a period of five years and shall be subject to review for adjustment every fifth anniversary of this lease or any extensions to this lease. The leased land shall be reappraised by a real estate appraiser, at the expense of the LESSOR, at the beginning of each subsequent five year term and the rental amount shall be the current lease amount of \$165.00 per month or (12%) percentum of the appraised value of the land per year, whichever is greater; provided however, that any adjustment of the rental amount shall not exceed five percent per year during the subsequent five year period. A 1 1/2% (one and one-half percent) penalty or \$5.00 (five dollars) whichever is greater, will be applied to all rents received after the 10th (tenth) day of the month.

SECTION 4. MAINTENANCE. In addition to the rental payments in paragraph 3, the LESSEE shall pay to the LESSOR an annual sum of \$500.00 which sum shall be for the cost of operation and maintenance of the industrial park. This amount shall be paid in equal monthly installments of \$41.67 each. This annual fee shall be adjusted every five years to reflect the changes in the Consumer Price Index (Department of Labor); provided however, that any adjustment shall not exceed 5% of the previous annual fee.

SECTION 5. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows if to the LESSEE, at:

15002 Cortez Boulevard
Brooksville, FL 34608

and, if to LESSOR, at 10 North Brooksville Avenue, Brooksville, Florida; The LESSOR and the LESSEE may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 6. BINDING EFFECT. This Ground Lease shall inure to the benefit of and shall be binding upon the LESSOR and the LESSEE and their respective successors and assigns.

SECTION 7. SEVERABILITY. In the event any provision of

O.R. 689 PG 0836

O.R. 692 PG 1828

this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. LESSEE will use the premises and conduct or allow any activities upon the premises only in compliance with all applicable laws, governmental regulations, and regulations established from time to time by LESSOR.

SECTION 9. LESSOR hereby grants permission for First Florida Bank, N.A. to become a substitute lessee in the event of loan failure by the LESSEE and authorizes sub-letting of the building envisioned hereunder to future sub-lessees of the premises or sale of the building constructed thereon requiring the prior written approval of the LESSOR as outlined in Section 2a of this lease.

SECTION 10. INSURANCE. At all times while this lease remains in force, LESSEE agrees to maintain, at LESSEE'S expense, fire and casualty insurance on the improvements located on the premises up to the full insurable value thereof, and to maintain comprehensive bodily injury, death, and property damage liability insurance with respect to the premises and coverages not less than \$500,000 for bodily injury or death resulting from one occurrence, and \$250,000 for property damage. Said insurance shall name LESSOR as the insured or an additional insured with LESSEE. LESSEE shall deliver the policy or policies of insurance (or copies thereof) to the LESSOR at the inception of this lease, and shall, when requested, furnish LESSOR with written evidence that the insurance has remained in force and good standing.

SECTION 11. INDEMNIFICATION. LESSEE agrees to indemnify and hold harmless the LESSOR from any claim arising out of injury to any person or damage to any property resulting from LESSEE'S activity upon the premises herein demised nor upon the streets or property of the LESSOR.

SECTION 12. UTILITIES AND TAXES. LESSEE shall pay all applicable taxes and all costs and charges for water, gas, electricity, sewer service, garbage service, telephone service, and other utilities used in connection with the premises while

O.R. 689 PG 0837

O.R. 692 PG 1829

this lease remains in force.

SECTION 13. SUITABILITY OF PREMISES. LESSEE has examined the premises before entering into this lease and does not rely upon any representations by LESSOR as to the condition of the premises or its suitability for LESSEE'S purposes.

SECTION 14. LESSOR'S REMEDIES FOR LESSEE'S DEFAULT. If LESSEE fails to pay LESSOR the rent required hereunder when due, or otherwise defaults in the performance of LESSEE'S obligations hereunder, LESSOR may (a) resume possession of the premises and recover immediately from LESSEE the unpaid rent specified herein less the fair rental value of the premises for the remainder of the lease period, reduced to present worth, or (b) resume possession of the premises and recover from LESSEE, at the end of the lease period or at the time each payment of rent becomes due hereunder, as LESSOR may choose, the unpaid rent specified herein less the net rent, if any, received by LESSOR from re-leasing or renting. In either event, LESSOR shall also be entitled to recover from LESSEE any special damages to LESSOR by reason of LESSEE'S default. The remedies specified above are not in limitation to any other remedies allowed by law. All costs incurred by LESSOR in enforcing the terms of this lease shall be borne by LESSEE, including reasonable Attorney fees.

SECTION 15. AIRPORT MATTERS. This Lease is subordinate to the provision of any existing or future agreement between the LESSOR and the United States of America, the State of Florida or their agencies, relative to the operation or maintenance of the Hernando County Airport and specifically subject to all rules and regulations of the Federal Aviation Administration.

SECTION 16. EXCLUSIVE RIGHTS. Notwithstanding anything herein contained that may be, or appear to be the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another operator or other operators on other parts of the airport property.

SECTION 17. NON-DISCRIMINATION. The LESSEE for itself, its heirs, personal representatives, successors in interest and

O.R. 689 PG 0838

O.R. 692 PG 1830

assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Lease for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

SECTION 18. STANDARD PROTECTION CLAUSES.

(a) The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described 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 Hernando County Airport.

(b) The LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(c) The LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

SECTION 19. COVENANTS.

(a) As a part of the consideration for this lease, the LESSEE covenants and agrees to further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged,

imposed, or claimed on or against said lot or any improvements of fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the LESSOR from said land herein leased, equal in amount to said rents.

(b) That if part of or one of the buildings be destroyed or rendered untenable by fire or other unavoidable accident, the LESSEE shall make appropriate repairs or replacement or demolition within a period of three (3) months. Time extension (s) may be granted by LESSOR for good cause upon written request by LESSEE and all such actions by LESSEE must be approved by LESSOR in writing.

(c) That in the event the LESSEE, without the written consent of the LESSOR, shall sell, assign or in any manner encumber or pledge this lease, or if the LESSEE shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or the Hernando County Industrial Park Board, or any of their departments, or bureaus applicable to said premises, the LESSOR may, if it elects, at any time thereafter, terminate this lease the terms thereof, on giving the LESSEE fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease and the terms thereof shall terminate, expire and come to an end on date fixed in this lease for the termination and expiration thereof.

(d) If at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against LESSEE in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for

O.R. 692 PG 1832

O.R. 489 PG 0840

reorganization or for the appointment of a receiver or trustee of all or a portion of LESSEE'S property, or if LESSEE makes an assignment for the benefit of creditors, this lease, at the option of the LESSOR, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither LESSEE nor any person claiming through or under LESSEE by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the premises demised but shall forthwith quit and surrender the premises. LESSOR, in addition to the other rights and remedies he has by virtue or any other provision herein or elsewhere in this lease contained by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of moneys received by it from LESSEE or others in behalf of LESSEE.

(e) The LESSOR, upon its part, hereby covenants and agrees as follows: That the LESSEE may quietly hold and enjoy the premises hereby leased without any interruption by the LESSOR, or any persons claiming through or under it, provided that on the breach of any of the covenants by the LESSEE herein contained the LESSOR may thereupon re-enter said premises and immediately the said term will be terminated.

SECTION 20. The LESSOR designates the Administrator of the Hernando County Industrial Park to do and perform on behalf of the LESSOR all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the premises for the inspection of same.

SECTION 21. EXECUTION IN COUNTERPARTS. This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

O.R. 692 PG 1833

O.R. 489 PG 0841

IN WITNESS WHEREOF, the LESSOR and the LESSEE have caused this Ground Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

ATTEST:

Karen Nicolai
KAREN NICOLAI
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: David R. Russell
DAVID R. RUSSELL, CHAIRMAN

ATTEST:

Samuel R. Pearson

PEARSON INDUSTRIES, INC.

By: Samuel R. Pearson
SAMUEL R. PEARSON, PRESIDENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 19th day of May, A.D., 1988, by Samuel R. Pearson, President of PEARSON INDUSTRIES, INC. a Florida corporation, on behalf of said corporation.

Sam O. Ryzar
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: FEB. 13, 1992.

'88 MAY 26 AM 9 18

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FLA

016978

THIS INSTRUMENT IS AVAILABLE
for microfilm records