

THIRD AMENDMENT TO OFFICE LEASE

This Third Amendment to Office Lease (the "Third Amendment") is dated the 28th day of May, 2024, between the City of Brooksville, whose address is 201 North Howell Avenue, Brooksville, Florida 34601 (the "Lessor") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Lessee") and the parties state:

WHEREAS, the Lessor and the Lessee entered into that certain Office Lease dated June 12, 2018 (the "Office Lease"), as amended by the Amendment to Office Lease Agreement dated February 4, 2019 (the "First Amendment") and the Second Amendment to Office Lease Agreement dated July 27, 2021 (the "Second Amendment") wherein the Lessor leased to the Lessee that certain real property described in the Office Lease's recitals; and,

WHEREAS, the parties desire to amend the Office Lease by extending the term and the rent schedule.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. **Extension of Lease Term.** Section 1 of the Office Lease, Term, is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

LESSEE to have and to hold above described premises for a term of ~~six (6)~~ twelve (12) years commencing the 15th day of August 2018 and terminating on the last day of August ~~2024~~ 2030, under the terms and conditions as set forth herein. However, either LESSOR or LESSEE may terminate this lease at any time by providing the non-terminating party with a written Notice of Termination at least one hundred eighty (180) days prior to the of the intended termination.

2. **Amendment of Rent Provision.** The first paragraph of Section 3 of the Lease Agreement, Rent, is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

LESSEE hereby covenants and agrees to pay, during the term hereof, to the LESSOR, in advance and beginning on the commencement date of this lease and on the first day of each and every month thereafter for the next ~~seventy-two (72)~~ one hundred and forty-four (144) month period, as provided in the base monthly rent chart below. Rent shall be paid to LESSOR at 201 Howell Avenue, Brooksville, FL 34601-2041.

<u>Year</u>	<u>Base Monthly Renate</u>
<u>Year 1 (2018-2019)</u>	<u>\$8,816.67</u>
<u>Year 2 (2019-2020)</u>	<u>\$8,816.67</u>
<u>Year 3 (2020-2021)</u>	<u>\$8,816.67</u>
<u>Year 4 (2021-2022)</u>	<u>\$10,068.48</u>
<u>Year 5 (2022-2023)</u>	<u>\$10,330.26 *</u>
<u>Year 6 (2023-2024)</u>	<u>\$10,598.85 *</u>
<u>Year 7 (2024-2025)</u>	<u>\$10,874.42 *</u>
<u>Year 8 (2025-2026)</u>	<u>\$11,257.15 *</u>
<u>Year 9 (2026-2027)</u>	<u>\$11,547.24 *</u>
<u>Year 10 (2027-2028)</u>	<u>\$11,744.87 *</u>
<u>Year 11 (2028-2029)</u>	<u>\$12,050.23 *</u>
<u>Year 12 (2029-2030)</u>	<u>\$12,363.54 *</u>

*Increase of 2.6% Over Prior Year

3. **Conflict; Supersedes.** To the extent that this Third Amendment conflicts with any provision contained in the Office Lease, as amended by the First and Second Amendment, then this Third Amendment shall supersede and control over such provision or provisions in conflict therewith.

4. **Full Force and Effect.** All provisions, terms, conditions, articles, paragraphs, and sections contained in the Office Lease, as amended by the First and Second Amendment, that are not amended by, or in conflict with, this Third Amendment shall remain in full force and effect.

5. **Attorney's Fees; Venue; Waiver of Jury Trial.** Each party shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action or appeal arising from or related to the Office Lease, as amended by the First and Second Amendment and this Third Amendment. The venue of any litigation shall be in, as appropriate, the Fifth Judicial Circuit, in and for Hernando County, Florida, or the United States District Court, Middle District of Florida, Tampa Division. Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to the Office Lease, as amended by the First and Second Amendment and this Third Amendment, or the transactions contemplated therein.

6. **Entire Agreement.** This Third Amendment contains the entire agreement of the parties as to all matters herein. No oral statements, representatives, or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.


7. **Modification.** No modification of the Office Lease, as amended by the First and Second Amendment and this Third Amendment, shall be valid or binding unless such modification is in writing and duly executed by both the Lessee and the Lessor, or their respective successors or assigns.

8. **Binding Effect.** This Third Amendment shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

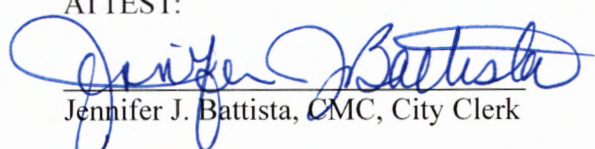
IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as dated above.

CITY OF BROOKSVILLE (LESSOR)

By: 
Blake Bell, Mayor


Approved by City Council
Date 4/15/24

ATTEST:

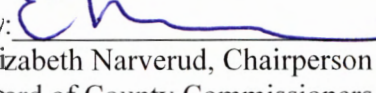

Jennifer J. Battista, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

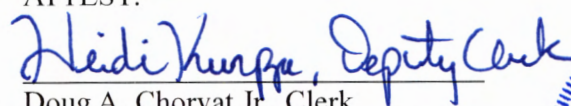

GRETCHEN R.H. VOSE, ESQ.
City Attorney

HERNANDO COUNTY, FLORIDA (LESSEE)

May 28, 2024
Date

By: 
Elizabeth Narverud, Chairperson
Board of County Commissioners

ATTEST:


Doug A. Chorvat Jr., Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


County Attorney



Verifications

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th April, 2024, by Blake Bell as Mayor of the City of Brooksville, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



JENNIFER J. BATTISTA
Commission # HH 092842
Expires March 30, 2025
Bonded Thru Budget Notary Services

Jennifer J. Battista
Notary Public

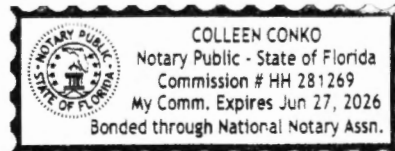
Name typed, printed or stamped

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th DAY of May, 2024, by Elizabeth Narverud as Chairperson for Hernando County, Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

Colleen Conko
Notary Public

Colleen Conko

Name typed, printed or stamped

My Commission Expires: 6-27-2026