

LEASE AGREEMENT

THIS LEASE is entered into on this 11th day of March, 2025 by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr., Brooksville, FL 34604 (hereinafter referred to as "LESSEE"), and ROBERT A. BUCKNER, whose address is 11 N. Main St., Brooksville, FL 34601 (hereinafter referred to as "LESSOR").

WHEREAS, the terms and conditions in this Lease Agreement (the "Lease") shall take precedence and supersede any terms and conditions in the original Ground Lease Agreement, dated March 22, 2016, and the First Amendment to Lease Agreement, dated April 13, 2021.

SECTION 1. LEASED PROPERTY/ MAINTENANCE

A. LESSOR hereby leases to LESSEE two (2) units in Crossroads Plaza consisting of approximately 2,000 square feet located at 20182 Cortez Blvd. Brooksville, Florida 34601 ("Unit 20182"); and, approximately 2,700 square feet located at 20186 Cortez Blvd., Brooksville, Florida 34601 ("Unit 20186") (Units 20182 and 20186, collectively, the "Property").

B. LESSOR further grants to LESSEE for the term of the Lease, access for the purposes of pedestrian and vehicular ingress and egress to and from an open and improved public road and permission to conduct maintenance of the Property as indicated below:

- (i) The routine replacement of HVAC air filters.
- (ii) Responsible for any and all plumbing elements from the stub-out of the interior walls and responsible for the unclogging of pipes or drains.
- (iii) Responsible for repairs or replacement of remaining elements not subject to contractor warranty including but not limited to doors, windows, lighting, ceiling tiles, carpet, flooring, electric wiring, and components.



- C. **LESSOR** shall be responsible for the following maintenance:
- (i) Responsible for the roof, exterior walls and the working order of the HVAC systems including repair or replacement if necessary.
 - (ii) Responsible for the water and sewer piping under the foundation slab and within the walls.

SECTION 2. INITIAL TERM

The term of this Lease shall commence on March 1, 2025, and shall expire at midnight on September 30, 2031. During the final year of the Lease, the parties may elect to enter into a new lease agreement, the terms of which are to be decided at that time.

SECTION 3. IMPROVEMENTS

A. **LESSEE** intends to utilize the Property as a health wellness center for its employees, which will necessitate the construction of improvements therein.

B. **LESSOR, LESSEE,** and the vendor providing medical services for **LESSEE,** shall agree on detailed specifications for the planned improvements to the Property prior to construction. **LESSOR** shall provide **LESSEE** with copies of the planned improvements; **LESSOR** shall provide **LESSEE** with signed and sealed plans for the improvements if such plans are required by the City of Brooksville Building Department.

C. **LESSOR** shall engage Proud Pelican Construction, Inc. (the “General Contractor”), which shall construct the improvements, at **LESSOR’s** cost, in a quality and timely manner. The contract with the General Contractor, proposed bid, summary of the improvements and costs associated with the improvements will all be contingent upon the review and approval of **LESSEE** prior to construction. The contract with the general contractor should contain detailed language to address the scope of the improvements, contingencies, delays, and procedure for



change orders. The improvements planned within unit 20186 for separate offices within the existing conference room will be segmented by the General Contractor, and LESSEE will reimburse the General Contractor directly for the specific improvements. The net cost of improvements within 20182, along with inclusion of a doorway between the two (2) units, will be paid by LESSOR and the cost amortized over the initial twelve (12) month period and added to the base rent as reimbursement to LESSOR by LESSEE.

D. LESSEE will be responsible for personal property such as furniture, window treatments, cubicle office, general office equipment and all related medical equipment.

SECTION 4. RENT

LESSEE’s base monthly rent shall be per the schedule notated below, plus but not notated, the amortized cost of improvements for Unit 20182:

Base Rental Rate Schedule for the Property

Schedule of base monthly rent payments	20186 2,700 SF Base Rent		20182 2,000 SF Base Rent		Total Both Units Base Rent
March 1, 2025 - September 30, 2025	\$3,441.00	+	\$2,200.00	=	\$5,641.00
October 1, 2025 - September 30, 2026	\$3,544.00	+	\$2,200.00	=	\$5,744.00
October 1, 2026 - September 30, 2027	\$3,650.00	+	\$2,266.00	=	\$5,916.00
October 1, 2027 - September 30, 2028	\$3,760.00	+	\$2,334.00	=	\$6,094.00
October 1, 2028 - September 30, 2029	\$3,873.00	+	\$2,404.00	=	\$6,277.00
October 1, 2029 - September 30, 2030	\$3,989.00	+	\$2,476.00	=	\$6,465.00
October 1, 2030 - September 30, 2031	\$4,109.00	+	\$2,550.00	=	\$6,659.00

SECTION 5. UTILITIES/SIGNAGE

A. LESSEE will be responsible for the cost of all utilities that provide services to the Property, which may include, but are not limited to, electric, water, sewer, garbage, gas, telephone, any special waste removal services, and internet service as well as the cost of certifying and maintaining two backflow devices that service the Property. LESSEE shall place all of the utilities for the Property in its name.

B. LESSEE may place signage on the Property's exterior walls, glass windows, or doors; provided, that LESSOR and LESSEE mutually agree on the location of such signage, and that the placement of such signage does not violate the City of Brooksville's codes or ordinances.

SECTION 6. CASUALTY AND CONDEMNATION

A. In the event of a partial destruction of the Property, or so much of it as to prevent the continuation of LESSEE's permitted use by fire or any other event, LESSOR shall repair and restore the Property to its prior condition within thirty (30) days, or as otherwise agreed to by the parties. If the damages or repairs cause normal operations to cease, LESSEE's lease payments shall be suspended back to the date of the destruction. Should the Property be totally destroyed by an event, LESSOR may elect to terminate this Lease by providing written notice to LESSEE, which termination shall be effective as of the date of the destruction; otherwise, LESSOR shall make the required repairs as set out above.

B. If all or any part of the Property is taken by eminent domain, or under threat of eminent domain, so as to prevent the continuation of LESSEE'S permitted use in a reasonable manner, then LESSOR may terminate this Lease by providing written notice to LESSEE. Termination shall be effective upon receipt by LESSEE of notice and proof of a copy of the



“Notice to Owner” or “Notice to Business Owner” sent by the condemning authority. Upon such termination, **LESSEE** and any Vendor shall be entitled to claim damages and/or relocation expenses as against the condemning authority pursuant to Florida law.

SECTION 7. TAXES

LESSOR shall pay when due, all real property taxes and other fees and assessments attributable to the ownership of the Property during the Lease term.

SECTION 8. INSURANCE

LESSEE will include the Property in its blanket premises/operations liability insurance just as it does for other County owned or leased properties. **LESSEE** will name **LESSOR** as an additional insured with no less than \$2,000,000 of coverage. **LESSEE** shall deliver to **LESSOR** proof of insurance and required endorsements within a reasonable time after approval of this Lease by the Hernando County Board of County Commissioners.

SECTION 9. INDEMNIFICATION

LESSEE agrees to protect, defend, reimburse, indemnify, and hold **LESSOR**, its agents, employees, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including reasonable attorney’s fees) and causes of action of every kind and character, except to the extent caused by **LESSOR**’s own negligence or intentional misconduct. This clause shall survive the termination of this Lease. Notwithstanding anything contrary within this Lease, **LESSEE** does not waive any of its rights and immunities as a sovereign local government, and **LESSEE** reserves all rights and defenses available to it under Florida law. **LESSOR** agrees to reciprocate and indemnify **LESSEE** to the same extent as set out above.

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SECTION 10. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, to the following addresses:

To LESSEE: Hernando County
15470 Flight Path Drive
Brooksville, FL 34604

To LESSOR: Robert A. Buckner
11 N. Main St.
Brooksville, FL 34601

SECTION 11. AUTHORITY

LESSOR and LESSEE covenant and warrant that they have full right, power, and authority to execute this Lease Agreement. LESSOR covenants and warrants that its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any note, lease, or other agreement binding on LESSOR.

SECTION 12. ENVIRONMENTAL LAWS

(a) As used herein, the term "environmental laws" shall mean any and all local, state, or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "hazardous substance" shall mean any toxic or hazardous waste or substance (including, without limitation, medical waste) that is regulated by environmental laws.

(b) LESSEE agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to LESSEE's operations.



SECTION 13. SUCCESSORS AND ASSIGNS

This Lease shall run with the Property unless otherwise indicated and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. LESSOR has the right and ability to assign LESSOR's interest in the Property to a Corporation or Limited Liability Company controlled by LESSOR.

SECTION 14. MISCELLANEOUS

A. This Lease shall be construed in accordance with the laws of the State of Florida. In the event any litigation arises out of this Lease between the parties, each party shall be responsible for paying its own attorney's fees and costs. Venue for any legal action arising pursuant to this Lease shall be in the Fifth Judicial Circuit, Hernando County, Florida.

B. This Lease constitutes the entire agreement and understanding of the parties and supersedes all previous offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

C. In accordance with Florida law, the following notice is hereby given to LESSEE:
RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITY, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.



D. For the term of the Lease Agreement, LESSOR shall not lease or allow the sub-lease of units in Crossroads Plaza for the following uses: medical office, smoke or tobacco sales business, bar or pub selling or consuming alcoholic beverages, or any pornographic or adult entertainment establishments.

SECTION 15. SEVERABILITY

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

SECTION 16. QUIET ENJOYMENT

LESSEE, so long as LESSEE does not default in the performance of any of the terms of this Agreement, shall peaceably and quietly hold, occupy, and enjoy the Premises, during the term hereof without any hindrance by LESSOR.

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

Attest:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(Lessee)**

for Heidi Kuyper, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court



By: *[Signature]* 3-11-2025
Date
Brian Hawkins
Chairman

Approved as to form and legal sufficiency

[Signature]
County Attorney

Witness #1:

**ROBERT A. BUCKNER
(Lessor)**

[Signature]
Signature

By: *[Signature]* 1/28/2025
Date
Robert A. Buckner

Lyron L. Mountain
Print Name

Witness # 2:

[Signature]
Signature

Charles Buckner
Print Name