

LEASE AGREEMENT

THIS LEASE is 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**").

SECTION 1. LEASED PROPERTY/ MAINTENANCE

A. LESSOR hereby leases to LESSEE approximately 5,786 square feet located at 18 South Main Street, Brooksville, Florida 34601 (hereinafter referred to as "the Property").

B. COMMON FACILITIES. LESSEE shall have the right to use any and all common areas associated with the building which comprises the Premises or in which the Premises is located, including, but not limited to, pedestrian and vehicular ingress and egress to and from an open and improved public road, , parking lots, driveways, sidewalks, benches, walkways and landscaping (the "Common Facilities"). Such Common Facilities shall at all times be subject to the exclusive control and management of LESSOR. LESSOR may from time to time promulgate and enforce reasonable rules and regulations, uniformly applied, for the use of the Common Facilities, and build or place landscaping and other improvements thereon. In exercising such rights, LESSOR, however, will not deprive LESSEE of reasonable access to the Premises. LESSOR shall maintain the Common Facilities in good order and condition throughout the Term, ordinary wear and tear excepted.

C. PARKING. If allowable by the City of Brooksville, LESSEE is responsible for installing appropriate signage to the effect "County Employees only" and any reference to statutory language regarding parking restrictions or towing. LESSEE will be responsible for all



parking and parking area enforcement, including but not limited to contacting law enforcement, contracting with a towing company and requesting the towing of unauthorized vehicles.

D. MAINTENANCE. LESSEE shall be responsible for the following maintenance:

- (1) The routine replacement of HVAC air filters.
- (2) Any and all plumbing elements from the stub-out of the interior walls and responsible for the unclogging of pipes or drains.
- (3) 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.
- (4) The upkeep and maintenance of any signage placed on the building or the premises.

LESSOR shall be responsible for the following maintenance:

- (1) The roof, exterior walls and the working order of the HVAC systems including repair or replacement if necessary.
- (2) The water and sewer piping under the foundation slab and within the walls.
- (3) All other portions of the Premises that are not Lessee's responsibility under this section, including but not limited to the roof, foundation, parking lot, sidewalks, landscaping and all other exterior structural elements.
- (4) The LESSOR warrants that all building systems listed in this paragraph shall be in working order and in full compliance with all applicable code and inspection requirements upon initial occupancy by LESSEE.

E. REPAIRS. Prior to the Commencement date of this agreement, LESSOR shall put the premises in a condition that meets the building codes, and health codes, and shall be



responsible for all subsequent repairs as to keep and maintain the premises to the standards required by this Lease.

(1) TIME FOR REPAIRS:

(a) Non-emergency repairs will be made within 15 days of receipt of Repair Request.

(b) In the event that repairs are not completed within 15 days, LESSEE may exercise their legal right under the lease and applicable statutes.

SECTION 2. IMPROVEMENTS

A. The LESSEE shall provide LESSOR with signed and sealed plans if necessary to comply with the City of Brooksville Building Department requirements. The LESSOR shall engage Proud Pelican Construction, Inc. (“General Contractor”) and complete the project at LESSOR’s cost in a quality and timely manner, however LESSEE will reimburse LESSOR for such cost with the amount to be amortized over the initial twelve (12) month period and added to the base rent as reimbursement to LESSOR by LESSEE.

B. 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 by the 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.

C. TRADE FIXTURES. LESSEE will be responsible for personal property or “trade fixtures” such as furniture, window treatments, cubicle offices, general office equipment and all related information technology equipment. All trade fixtures installed by LESSEE in the Premises shall be the property of LESSEE and shall be removed at the expiration or sooner termination of the Lease, provided that any damage caused by such removal is promptly repaired



SECTION 3. INITIAL TERM

A. The term of this Lease shall be seven (7) years, effective on the date the last party signs and commencing on April, 2025. The lease shall expire at midnight on March 31, 2032. During the final year of the Lease the parties may elect to enter into a new Agreement with terms to be decided at that time.

SECTION 4. RENT

LESSEE's base monthly rent shall be per the schedule notated below due on the commencement date, plus the amortized cost of improvements for the initial twelve (12) months. Each subsequent installment of Rent shall be due and payable monthly without prior demand on the first (1st) day of each succeeding calendar month. Rent shall be paid to LESSOR at the address set forth in the Notice Section, or such other address as LESSOR may, from time to time, designate in writing to LESSEE or by ACH Payment.

Base Monthly Rental Rate Schedule for 18 S. Main Street

Year	Months	Year	5,786 SF Monthly Base Rent
1	April thru March *	2025 - 2026	\$6,750.00
2	April thru March	2026 - 2027	\$6,953.00
3	April thru March	2027 - 2028	\$7,162.00
4	April thru March	2028 - 2029	\$7,377.00
5	April thru March	2029 - 2030	\$7,598.00
6	April thru March	2030 - 2031	\$7,825.00
7	April thru March	2031 - 2032	\$8,060.00

* Plus, the Amortized Improvement Reimbursement Schedule, to be agreed upon by the parties at a later date and set forth in Exhibit A, and then attached hereto and incorporated herein by reference as of the effective date.



SECTION 5. UTILITIES/SIGNAGE

The LESSEE shall be responsible for placement of all utilities in LESSEE's name and will be responsible for the cost of all utilities which may include, but are not limited to, electric, water, sewer, garbage, gas, telephone, any special waste removal services and internet service. LESSOR shall allow the LESSEE to place appropriate signage that is mutually agreed to above the property, on exterior walls, glass windows or doors as authorized by the City of Brooksville's codes/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, the LESSOR may elect to terminate this Lease Agreement by providing written notice to LESSEE, which termination shall be effective as of the date of the destruction; otherwise, the 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. LESSEE, as a corporate public body of the State of Florida, is exempt from sales tax, and will provide a certificate evidencing such exemption upon LESSOR's request.

SECTION 8. DEFAULTS AND REMEDIES

A. LESSEE Default and Remedies. If LESSEE fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after LESSEE's receipt of written notice from LESSOR setting forth the nature of such failure and the conduct required of LESSEE to cure such failure, then LESSEE will be in default hereof and LESSOR may exercise any remedies available to it hereunder, at law, or in equity, including the right to terminate this Lease, recover possession of the Premises in accordance with Section 83.05, Florida Statutes, and bring suit for collection of any amounts due and payable by LESSEE hereunder for which LESSEE may be in default, subject to LESSOR's duty to mitigate its damages resulting from the occurrence of such default.

B. LESSOR Default and Remedies. If LESSOR fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after LESSOR's receipt of written notice from Lessee setting forth the nature of such failure and the conduct required of LESSOR to cure such failure, then LESSOR will be in default hereof and LESSEE may exercise any remedy under the Lease or available under the law, or in equity, including right to terminate Lease.



SECTION 9. INSURANCE

LESSEE will include the Property in its blanket premises/operations liability insurance just as it does for other County owned or leased properties and will name LESSOR as an additional insured with no less than \$2,000,000 of coverage. The LESSEE shall deliver to the 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 10. INDEMNIFICATION

LESSEE agrees to protect, defend, reimburse, indemnify and hold the 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, the LESSEE shall not waive any of its rights as a sovereign local government and the LESSEE reserves all rights and defenses under Florida law. LESSOR agrees to reciprocate and indemnify LESSEE to the same extent as set out above.

SECTION 11. 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 12. AUTHORITY

LESSOR and LESSEE covenant and warrant that they have full right, power and authority to execute this Lease Agreement. The 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 13. COMPLIANCE WITH 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. Both parties agree to comply with all applicable federal, state and local environmental laws, ordinances, rules, regulations and orders that apply to the Premises.

C. Both parties agree that it shall comply with all federal, state, and local authorities, laws, ordinances, codes, rules, regulations, and orders applicable to this Lease, the Premises, or activities undertaken pursuant to this Lease.

SECTION 14. 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 15. MISCELLANEOUS

A. This Lease Agreement 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. To the extent permitted by law, the parties agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this Lease.

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. TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this lease.

D. QUIET ENJOYMENT. LESSOR shall warrant and defend LESSEE in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms and conditions of the Lease.

E. BINDING EFFECT. This Lease shall be binding upon, inure to the benefit of the parties hereto, their heirs, successors, assigns, executors, administrators. However, nothing in this Article shall be deemed to amend the provisions of Article 14 on Assignment.

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F. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. **HUMAN TRAFFICKING.** Pursuant to Section 787.06(13), Florida Statutes, if LESSOR is a nongovernmental entity, LESSOR shall submit to LESSEE, upon execution of this Lease, any renewal of this Lease, or any extension of this Lease, an affidavit signed by an officer or representative of LESSOR under penalty of perjury attesting that LESSOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

H. **MODIFICATIONS.** No modification to this Lease will be effective unless it is in writing and signed by LESSOR and LESSEE.

I. **SEVERABILITY.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

J. 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**

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