

Lease Schedule

AL	Lease Schedule No.	030-0063440-014	
	Master Lease Agreement No.	0063440	

Lessee: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

(Name & Address) 15470 FLIGHT PATH DR, , BROOKSVILLE, FL 34604-6823

Lessor: DEERE CREDIT, INC.

6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

l				LEASE TERM			
	Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
I	11/08/2023	11/08/2026	36	\$42,438.88	\$0.00	\$42,438.88	SEE DELIVERY & ACKNOWLEDGMENT
I							

*If part of the regular scheduled lease payment

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

RENEWAL TERM

	PAYMENT	TERMS		PAYMENT DUE AT SIGNING		
Due Date	1 st Payment Due Date		Discount Rate	Advance Lease Payment**		\$SEE ADV PAYMT INVOICE
08	SEE DELIVERY & ACKNOWLEDGMENT	Internal Rate	e of Return minus 2 percent (2%)	Origin	ation Fee	\$SEE ADV PAYMT INVOICE
Billing Period	Irregular Payments		Securit	y Deposit	\$SEE ADV PAYMT INVOICE	
☑ Monthly □ Quarterly				Total Due	At Signing	\$SEE ADV PAYMT INVOICE
☐ Semi-Annual ☐ Annual ☐ Irregular	Semi-Annual Annual			**Advance Lease	e Payment includes Lease Payment	the first (0) and last (0) s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

<u>Lease Payments</u>. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

<u>Purchase Option</u>. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Sup (Name &	plier Address)	DOBBS EQUIPMENT, LLC 4618 SCARBOROUGH DRIVE, I	_UTZ, FL 33559					
,	,		EQUIPMENT	INFORMATIC	N			
Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment	Purchase Option
2023	JD	1050K PRODUCTION CRAWLER	1T01050KLPF443989	31	1750/YR	\$100.00/HR	\$42,438.88	SEE DELIVERY & ACKNOWLEDGMENT
2023	JD	260 P-TIER ARTICULATED DUMP TRUCK	1DW260PAEPFA07144	5	1500/YR	\$75.00/HR		
2023	JD	350 P-TIER EXCAVATOR	1FF350PATPF000823	20	1500/YR	\$50.00/HR		
	OTH	TAG HYD THUMB	C12261					
	OTH	LUBECORE FL AUTO LUBE	C12259					
	OTH	LUBECORE AUTO LUBE	C15383					
	JD	JOHN DEERE STRIKER BAR	AT456104					
Equip Loca	oment ation	14450 LANDFILL RD, BROOKS\	/ILLE, FL, 34614-0806	OUTSIDE city	limits: ☑	•	HERNANDO	COUNTY
BY SIG	NING TH	IS SCHEDULE, YOU AGREE TO	ALL OF THE TERMS AND	CONDITIONS	OF THIS SCH	IEDULE AND T	HE MASTER	AGREEMENT.
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823 By: Elizabeth Narverud Chairwoman			LESSOR By:	6400 NW 8	CREDIT, INC. 36 th ST, PO BO N, IA 50131-66	X 6600		
Date:				Date:				



Equipment Return Provisions

	Lease Schedule No.	030-0063440-014		
	Master Lease Agreement No.	0063440		
COLINTY COMMISSIONEDS				

Lessee: (Name & Address)

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS 15470 FLIGHT PATH DR, , BROOKSVILLE, FL 34604-6823

Lessor: DEERE

DEERE CREDIT, INC.6400 NW 86th ST. PO BOX 6600. JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
- 6. <u>Hour Meter</u>. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
- 7. Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESS	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
Ву:	•	Ву:
	Elizabeth Narverud Chairwoman	
Date:	•	Date:



Delivery and Acknowledgment

-	
Lease Schedule No.	030-0063440-014
Master Lease Agreement No.	0063440

Lessee:	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
(Name & Address)	15470 FLIGHT PATH DR, , BROOKSVILLE, FL 34604-6823
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO THE CONDITION OR VALUE. The Purchase Option for the Equipment listed in this Lease Agreement is \$513,675.38 per Equipment Listed.

You hereby agree that the 1st Payment Due Date under the above referenced Lease Agreement shall be 12/08/2023

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
LLOOLL	15470 FLIGHT PATH DR
	BROOKSVILLE, FL 34604-6823
Ву:	
E	lizabeth Narverud
C	hairwoman
Date:	

LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
Ву:	·
Date:	



Property Tax Acknowledgment

Master Lease Agreement No Y COMMISSIONERS 604-6823	. 0063440							
604-6823								
DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600								
As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee <u>should not</u> report this equipment on their property tax return.								
Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.								
chedule – Equipment List will	be reported to the following taxing							
	Check here if OUTSIDE city limits							
FL 0806	HERNANDO							
	E CHANGES BELOW:							
IATION & WARE APPLICABL	E GHANGES DELUW:							
	Check here if OUTSIDE city limits							
State Z	ip County							
☐ Check here	if Property Tax Exempt							
The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an an annotation nvoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described an Section 10 of the Lease.								
UNTY								
	The chedule – Equipment List will The chedule – Equipment List will will will will will will will wil							



Physical Damage/Liability Insurance

FINANCIAL		Lease Schedule No.	030-0063440-014	
		Master Lease Agreement No.	0063440	
Lessee: (Name & Address)	HERNANDO COUNTY BOARD OF COUNTY COI 15470 FLIGHT PATH DR, , BROOKSVILLE, FL 34604-6			
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131	-6600		
	SURANCE on the above referenced Lease Scill be provided by the following insurance agence		bove referenced Master Lease	
Name of Agency:			none Number of Agency:	
Mailing Address	of Agency	Fa	ax Number of Agency	
PHYSICAL D	AMAGE INSURANCE on the Schedule will be	provided by the following agend	cy:	
Name of Agency:		Pi	none Number of Agency:	
Mailing Address	of Agency	Fa	ax Number of Agency	
	If an insurance certificate is available, it shows	uld be provided in place of the a	bove information	
		RED and LOSS PAYEE:		
	Deere Cred			
	Its Success 6400 NW 8	ors &/or Assigns		
	Johnston, I			
The wadersian	·		al acco Association the condensions of	
	ed agrees and understands that, pursuant to the press (1) maintain public liability insurance, covering			
occurrence, na	ming us (and our successors and assigns) as add	itional insured; and (2) keep the E	quipment insured against all risks of	
	ge for no less than its Termination Value (as such to ssors and assigns) as sole loss payee.	erm is defined in Section 7 of the N	laster Lease Agreement), naming us	
Н	ERNANDO COUNTY BOARD OF COUNTY			
IEQQEE	OMMISSIONERS			
13	5470 FLIGHT PATH DR ROOKSVILLE, FL 34604-6823			
By: •				
	eth Narverud voman			
Date:	voman			
Date.	Office	Use Only		
Contact Date(s):		Contact Name:		
•	ce Company Policy #:	Liability Insurance Expiration Date	e	
Liability Limits:		Notes:		
Physical Damag	Physical Damage Insurance Company and Policy # Physical Damage Insurance Expiration Date			
Insured Value:	Insured Value: Notes:			
Loss Payee Dee ☐ Yes ☐ V	re Credit, Inc.? Vill Be Added	Verified By:		

Automatic Payment Enrollment



I accept Autopay enro			
Bank Account Informatio	<u>n</u>		
Name of Person or Entity of	on Bank Account:		
Type of Account: C	hecking Savings		
Routing Number # (9 digit)	· ·		
Bank Account Number:			
Examples: (a voided check Personal Check	· · · · · · · · · · · · · · · · · · ·	siness Check	
FOR	MEN	MO	AUTHORIZED SIGNATURE
(:00000019P: 000	0000529: 1936	**001000* 1:37221	3986: 1234123412#
Routing Number Acc	ount Number	Routing N	umber Account Number
John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14004628	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,		
account that I have provided to the individual John Deere Financial as necessary for amounts that must be written notification from me, go the referenced John Deere Financhave recurring payments, this ento the NACHA Operation Rules at I understand any payment due eligible for automatic payment	ay be due to me. This authorization is iven in such time and manner as to all cial account is closed due to an Add-trollment and banking information will and Guidelines applicable to electronic prior to the month I requested above for that account.	"the Company"), to initiate deed payments or other amount ne Company to issue credit erector to remain in full force and efflow the Company a reasonab Onn transaction, consolidation be transferred to my new accept debit entries to my back accept.	ebit entries to the checking/savings s owed to the Company on each ntries to the checking/savings account fect until canceled by the Company, or ale opportunity to act upon it. If any of n or corrected loan agreement and I count(s). I acknowledge that I am subjection.
Bank Account Owner Sign	ature Date	Bank Account	Owner Phone Number

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Cal	lar
.7H	1161

Name:	Deere Credit Inc.
Address	s: 6400 NW 86 th St. Johnston, IA 50131

Purchaser

Name: <u>HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS</u>
Address: 14450 LANDFILL RD, BROOKSVILLE, FL, 34614
ID Number (If Applicable):
Exemption Number (if applicable):

Description of Item Being Purchased

Quantity	Year	Make	Equipment Description/Part
1	2023	JOHN DEERE	1050K PRODUCTION CRAWLER
1	2023	JOHN DEERE	260 P-Tier Articulated Dump Truck
1	2023	JOHN DEERE	350 P-Tier Excavator
1		JOHN DEERE	STRIKER BAR - AT456104
1		LUBECORE	AUTO LUBE - C12259
1		LUBECORE	AUTO LUBE - C15383
1		TAG	HYD THUMB - C12261

By signing below,	, purchaser certifies	s that the items	being purc	hased are exc	empt from	state and	local
sales tax.							

By:		
Title:		
Date:		
Telephone Number:		