## Return after Recording to:

Nicholas A. Campbell, Esq. Akerman Senterfitt & Eidson, P.A. 50 North Laura Street, Suite 2500 Jacksonville, FL 32202



OFFICIAL RECORDS BK: 2505 PG: 1682



11/02/2007 11:51AM # Pages 3 11/02/2007 11:35Hi Fragis Records of Filed & Recorded in Official Records of HERNANDO COUNTY CLERK OF COURT KAREN NICOLAI

## CONSENT TO ASSIGNMENT OF GROUND LEASE FROM CARL H. SUNDEN TO MONITOR PRODUCTS, INC.

This Consent to Assignment of Ground Lease is made and entered into as of this /6 October, 2007, by and between Hernando County, a political subdivision of the State of Florida ("Lessor") and Monitor Products, Inc. ("Assignee"), and the parties state:

WHEREAS, the Lessor and Carl H. Sunden ("Assignor") entered into a Ground Lease (the "Lease") dated as of August 28, 2001, and recorded in Official Record Book 1452, Pages 1322 - 1330, of the Public Records of Hernando County, Florida, relative to certain improved real property with a street address of 15273 Flight Path Drive, Brooksville, Florida 34604 legally described as:

Lots 40 and 41 of the Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17. Pages 80 – 83, of the Public Records of Hernando County, Florida; and,

WHEREAS, Assignor seeks to assign all of its rights and interests in the Lease to Assignee; and,

WHEREAS, the Lessor is agreeable to consenting to said assignments provided that Assignee accepts and agrees to be bound by all terms and covenants of the Lease and Assignee further agrees to be substituted as the Lessee for all purposes under the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the Lessor, Assignor and Assignee as follows:

- The above recitals are incorporated herein and made a part hereof. 1
- 2. The Lessor hereby consents to the assignment of the Lease from Assignor to Assignee, and Assignee agrees to be bound to all terms and covenants of the Lease and Assignee further agrees to be substituted as the Lessee for all purposes under the Lease. Additionally, the Assignee understands and agrees that it shall be bound by the terms and conditions of the Hernando County Airport Industrial Park, Unit 1, 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 themselves at the time of assignment.
- This Consent shall become effective on the last date executed by the parties hereto and subject 4. to the terms herein.
- 5, This Consent shall be recorded at Assignee's expense.

- CONTINUED ON NEXT PAGE -

Consent to Assignment of Ground Lease - Page 1

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Witness our hands and seals upon the dates stated below.

## **BOARD OF COUNTY COMMISSIONERS**

Karen Nicola E

Clerk of Circult Court

Sharon Meyers
[print name]

ATTEST:

Sharon Meyers
[print name]

ATTEST: (CONCURRENCE)

[print name]

**HERNANDO COUNTY, FLORIDA (LESSOR)** 

Jeff Stabins Chairman

CARL H. SUNDEN

(ASSIGNOR)

(ASSIGNEE)

Carl H. Sunden

Date

MONITOR PRODUCTS, INC.

Carl H. Sunden, President

Date

**HERNANDO COUNTY AVIATION AUTHORITY** 

10/3/07

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Geoffrey T. Kirk Assistant County Attorney

STATE OF FLORIDA COUNTY OF HERNANDO

Consent to Assignment of Ground Lease - Page 2

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The foregoing instrument was acknowledged by Chairman of the Hernando County Board of County B	efore me this day of October, 2007, by Jeff Stabins, inty Commissioners, who is personally known to me or who as identification (Signature of person taking acknowledgment) (Name typed, printed or stamped) (Title or rank) (Serial number, if any)
STATE OF FLORIDA COUNTY OF HERNANDO	. 1
The foregoing instrument was acknowledged be who is <u>personally known</u> to me or who has prodidentification.	fore me this Zeday of October, 2007, by Carl H. Sunden, uced as
TAMMY HUSTON Commission DD 626324 Expires February 23, 2011 Bonded Thu Thy Fish Insurance 800-995-7019	(Signature of person taking acknowledgment)  (Name typed, printed or stamped)  (Title or rank)  (Serial number, if any)
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me this day of October, 2007, by Carl H. Sundern, as President of Monitor Products, Inc., who is personally known to me or who has produced as identification.	
TAMMY HUSTON Commission DD 626324 Expires February 23, 2011 Bonded Thru Troy Faith Insurance 800-886-7019	(Signature of person taking, acknowledgment)  (Name typed, printed or stamped)  (Title or rank)  (Serial number, if any)