

TENANT REIMBURSEMENT AGREEMENT
BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT
PROJECT NAME: PAVEMENT OVERLAY OF TAXILANE

THIS TENANT REIMBURSEMENT AGREEMENT (the “Reimbursement Agreement”) is made and entered into this 28th day of November, 2023, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the “County”) and AMERICAN AVIATION, INC., a Florida corporation, whose address is 2495 Broad Street, Brooksville, FL 34604 (the “Tenant”), individually and collectively referred to as the ‘Party’ or ‘Parties.’”

WITNESSETH:

WHEREAS, the County controls, operates and maintains an airport in Hernando County, Florida, known as the Brooksville-Tampa Bay Regional Airport (the “Airport”); and,

WHEREAS, on August 22, 2000, the County and Tenant’s predecessor-in-interest entered into an Aviation Ground Lease for the real property located within the Airport having a street address of 17076 Helicopter Drive, Brooksville, Florida 34604 (the “Lease”), a copy of which was recorded in Official Records Book 1365, Pages 370 through 381, of the public records of Hernando County, Florida; and,

WHEREAS, Tenant’s predecessor-in-interest improved the leasehold (the “Premises”) by constructing an aviation facility, with a paved apron, thereon; and,

WHEREAS, an approximately 250' asphalt, County-maintained taxiway connects the apron to the Airport’s concrete taxiway system; and,

WHEREAS, Tenant's ramp and the County's asphalt taxiway are depicted on the boundary survey attached hereto as Exhibit "A." and on the satellite photograph attached hereto as Exhibit "B"; and,

WHEREAS, on June 10, 2014, Tenant assumed the Lease pursuant to the Assignment of Aviation Ground Lease from Dial One, L.C., to American Aviation, Inc., which was recorded in Official Records Book 3102, Pages 965 through 969, of the public records of Hernando County; and,

WHEREAS, Tenant is undertaking a tenant improvement project on the Premises, specifically, the resurfacing of the apron; and,

WHEREAS, the County has determined that it will be cost effective to have Tenant's contractor resurface the asphalt taxiway at the same time that it resurfaces the apron; and,

WHEREAS, to that end, Tenant has obtained a proposal from a contractor, Daniel Construction, Inc. ("Daniel Construction"), a copy of which is attached hereto as Exhibit "C," pursuant to which Daniel Construction will resurface the asphalt taxiway for \$7,750.00; and,

WHEREAS, Tenant is willing to accept Daniel Construction's proposal to resurface both the apron and the asphalt taxiway; provided, that the County agrees to reimburse Tenant for the cost of resurfacing the asphalt taxiway.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree as follows:

1. **Definitions.** Unless the context otherwise requires, capitalized terms used in this Reimbursement Agreement shall have the meanings assigned to them herein; provided, that

capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Lease.

2. **The Project and Reimbursement.**

2.01. **Advances and Reimbursement.** Tenant agrees to contract with Daniel Construction for the resurfacing of the apron and the asphalt taxiway pursuant to Exhibit "C," and to advance the costs associated with Daniel Construction's resurfacing of the asphalt taxiway. The County agrees to reimburse Tenant for the costs that Tenant will advance for Daniel Construction's resurfacing of the asphalt taxiway. To the extent that Tenant requests the County to advance to or reimburse Tenant for additional costs not yet identified on Exhibit "C," and to the extent that the County agrees to do so, such additional costs shall be evidenced by a supplemental written agreement between the parties and reimbursable to Tenant in the same manner that other similar costs are reimbursable under the terms of this Reimbursement Agreement. The County agrees to provide oversight for these services and the costs associated therewith so as to promote the efficient use of time and resources and help control such costs.

2.02. **Payment.** Tenant shall submit to the County, within a reasonable time after payment, a request for reimbursement showing all such costs paid by Tenant for Daniel Construction's resurfacing of the asphalt taxiway and attaching the supporting invoices detailing those costs. The County shall make full payment to Tenant for the amounts unpaid and shown on the request for reimbursement within thirty (30) days of receipt of a request for reimbursement.

3. **Time of the Essence.** Time is of the essence for this Reimbursement Agreement; however, if a date specified or computed under this Reimbursement Agreement for the performance of an obligation by any party, or for the occurrence of any event provided herein, shall be a Saturday,

Sunday or "legal holiday" (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday, or legal holiday.

4. **Notices.** Any notice provided or permitted to be given under this Reimbursement Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested or (ii) by delivering the same in person to such party or (iii) by overnight courier or messenger service that retains regular records of delivery and receipt. All notices shall be effective on the date of receipt or refusal of service. The initial addresses of the parties for the purpose of notice in the manner described above under this Reimbursement Agreement shall be as set forth above. Each party hereto, its successors and assigns, shall have the right from time to time by giving written notice to the other party hereto, to change its address for notices hereunder.

5. **Recitals.** The parties agree that the recitals set forth above in this Reimbursement Agreement are true and correct, and the representations, covenants and recitations set forth therein are made a part hereof for all purposes.

6. **Authority of the County.** The County hereby represents and warrants to Tenant that the County has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Reimbursement Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary County proceedings, findings and actions. Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of the County, and is enforceable in accordance with its terms and provisions.

7. **Authority of Tenant.** Tenant hereby represents and warrants to the County that Tenant has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Reimbursement Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Tenant. Accordingly, this Reimbursement Agreement constitutes the legal, valid and binding obligation of Tenant, and is enforceable in accordance with its terms and provisions.

8. **Amendment; Waiver.** No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Reimbursement Agreement. The failure of the County or Tenant to insist in anyone or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Reimbursement Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the County or Tenant of any covenant, agreement, term, provision or condition of this Reimbursement Agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized official on behalf of Tenant or the County.

9. **Consent.** Unless otherwise specifically provided herein, no consent or approval by the County or Tenant which is permitted or required under the terms of this Reimbursement Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

10. **Severability.** If any article, section, subsection, term or provision of this Reimbursement Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Reimbursement Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Reimbursement Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Reimbursement Agreement.

11. **Binding Effect.** Except as may otherwise be provided herein to the contrary, this Reimbursement Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Tenant and the County, and their respective permitted successors and assigns.

12. **Relationship of Parties.** Nothing contained in this Reimbursement Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Tenant and the County.

13. **Governing Law.** This Reimbursement Agreement has been prepared in the State of Florida and shall be governed in all respects by the laws of the State of Florida.

14. **Effective Date.** This Reimbursement Agreement shall be a legally binding agreement, in full force and effect, as of the date set forth in the first paragraph of this Reimbursement Agreement.

15. **No Third-Party Beneficiaries.** The provisions of this Reimbursement Agreement are for the exclusive benefit of the parties hereto, and not for the benefit of any other third person,

nor shall this Reimbursement Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

16. **Non-Exclusive Remedies.** Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Reimbursement Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by a party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages which would be sustained by reason of either party's failure to comply fully with each of such obligations. Accordingly, the obligations of each party hereunder are expressly made enforceable by specific performance.

17. **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 Reimbursement Agreement. 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 right to trial by jury in any legal proceeding arising out of or related to this Reimbursement Agreement or the transactions contemplated herein.

18. **Exhibits; Titles of Articles; Sections and Subsections.** The exhibits, if any, attached to this Reimbursement Agreement are incorporated herein and shall be considered a part of this Reimbursement Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Reimbursement Agreement,

the provisions of this Reimbursement Agreement shall prevail. All titles or headings are only for convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

19. **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous (other than the Aviation Lease Agreement), or subsequent oral or written agreements of the parties. There are no unwritten oral agreements between the parties relating the subject matter hereof. All prior negotiations, writings, discussions, correspondence, and preliminary understandings between the parties hereunder and others relating hereto are superseded by this Reimbursement Agreement.

20. **Interpretation.** This Reimbursement Agreement has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Reimbursement Agreement.

21. **No Modification of Lease.** Nothing contained in this Reimbursement Agreement shall act to modify any provision contained in the Lease.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

AMERICAN AVIATION, INC.
(Tenant)

Date

By: _____

[print name, title and date]

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(The County)

11-28-2023
Date

By: Elizabeth Narverud
Elizabeth Narverud
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
County Attorney



VERIFICATIONS

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by means of [] physical presence or [] online notarization, by _____, as the _____ of American Aviation, Inc., who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

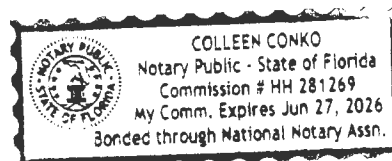
STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 28th day of November, 2023, by means of [x] physical presence or [] online notarization, by Elizabeth Narverud, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

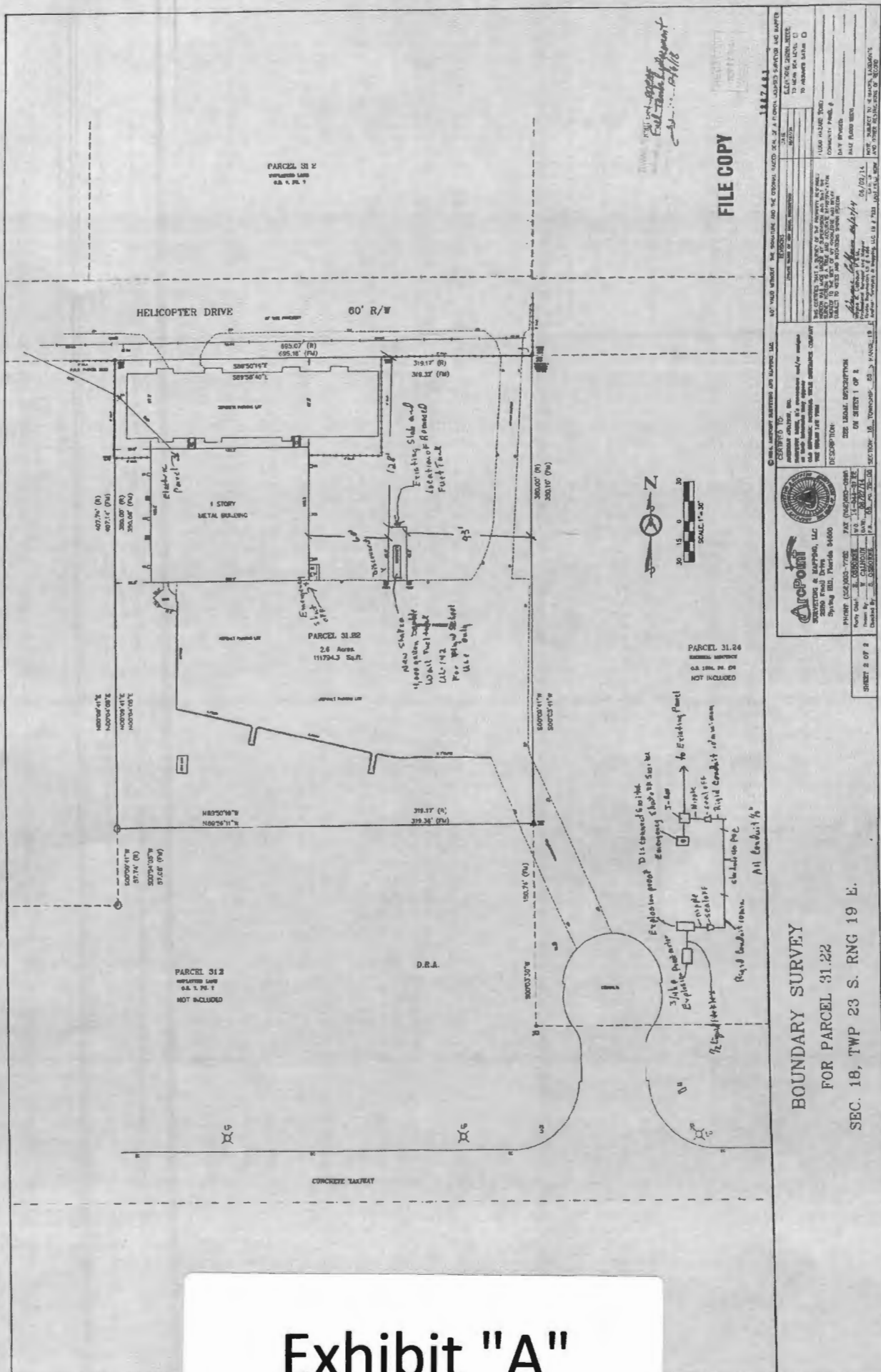
Colleen Conko
(Signature of person taking acknowledgment)

Colleen Conko
(Name typed, printed or stamped)

Notary HH281269
(Title or rank) (Serial number, if any)







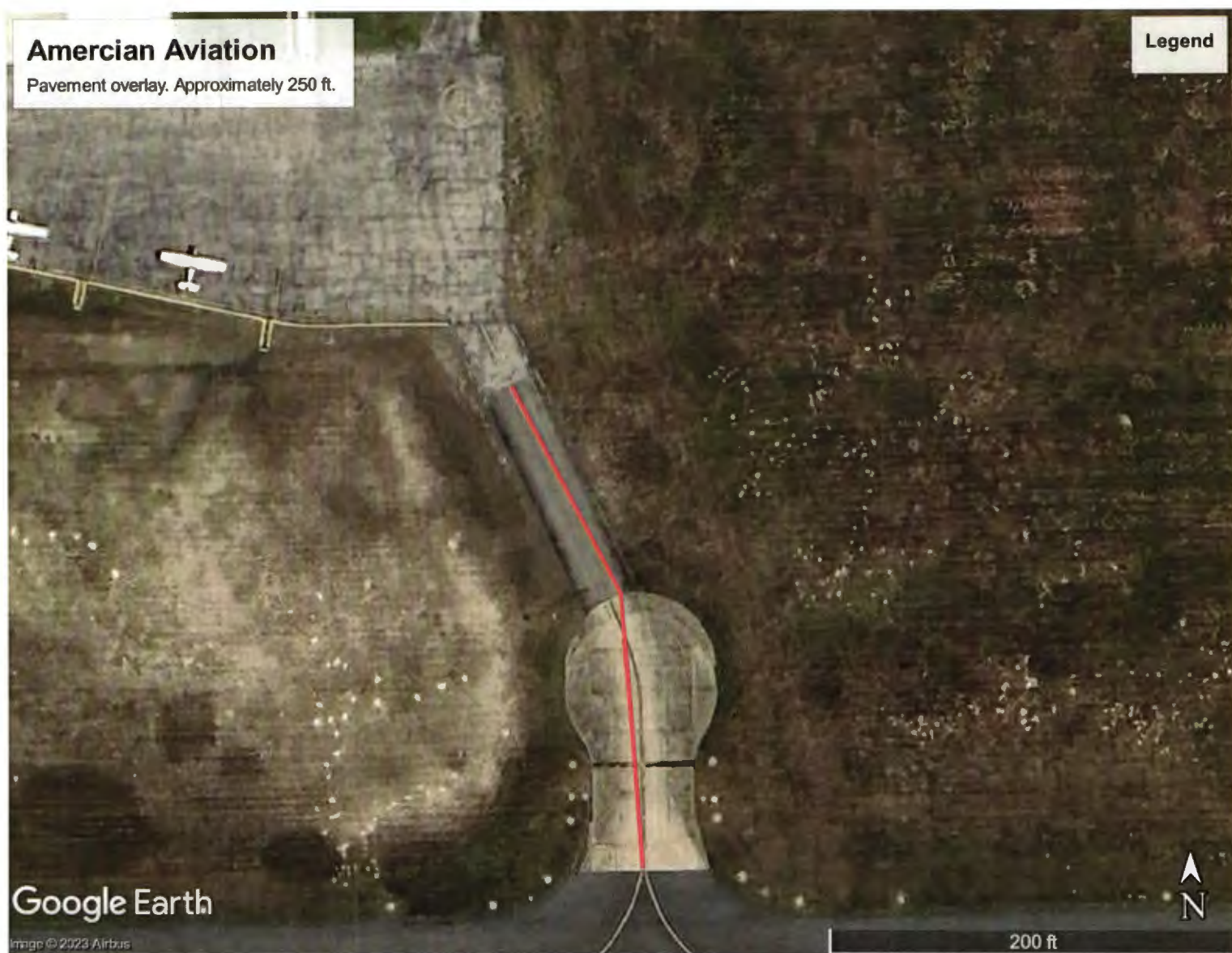


Exhibit "B"

DANIEL**Construction, Inc.**

4435 Baseball Pond Road
Brooksville, FL 34602
(352) 796-6930 Fax (352) 754-9314

PROPOSAL AND ACCEPTANCE

TO: AMERICAN AVIATION FLIGHT SCHOOL
ATTN: WENDELL STEPHENS
PHONE; 813.294.7777

DATE: 9.2.23

17076 HELICOPTER DRIVE

We hereby submit specifications and estimates for the following scope of work to be performed to include ONLY that which is listed below in accordance with plans furnished:

Description of Work	Unit	Qty	Unit/Cost	TOTAL
MILL DOWN IN FRONT OF HANGAR 1 ½". PAVE BACK USING 1 ½" OF COMPACTED 9.5 ASPHALT.				
CUT OUT 6" OF DIRT ON BOTH SIDES OF TAXIWAY AND INSTALL 6" OF LIMEROCK, ROLL AND COMPACT. PAVE USING 1 ½" OF COMPACTED 9.5 ASPHALT.				
CUT OUT TWO (2) 12 X 10 AIRCRAFT PARKING SPACES, 6" DEEP. INSTALL 6" OF COMPACTED LIMEROCK AND PAVE USING 1 ½" OF COMPACTED 9.5 ASPHALT.				
OVERLAY ALL PAVING IN FRONT OF HANGAR WITH 1 ½" OF 9.5 ASPHALT.				
TOTAL				\$63,936.50
OVERLAY FROM RAMP TO RUNWAY WITH 1 ½" OF COMPACTED 9.5 ASPHALT. 500 SY				
TOTAL				\$7750.00

TERMS: Due in full, upon receipt of our invoices(s). Subject to a FINANCE CHARGE of 1.5% per month OR a minimum late fee of \$5.00 per month on any unpaid balance 30 DAYS from invoice date. Subject to ATTORNEY FEES arising with collection.

If this proposal meets with your approval, please SIGN AND RETURN one copy for our files. We appreciate the opportunity to quote on this project.

Exhibit "C"

Authorized

Signature: _____
BJ PHILLIPS . OFFICE MANAGER

Acceptance

Signature: _____

Date: _____

Your estimator is: Michael Daniel Cell: 352.279.5933