

RESIDENTIAL LEASE AND ON-SITE SECURITY AGREEMENT FOR
CYPRESS LAKES PRESERVE

THIS AGREEMENT (“Agreement”) is made and entered into on the 25th day of March, 2025, by and between **HERNANDO COUNTY**, a political subdivision of the state of Florida, who address is 15470 Flightpath Drive, Brooksville, Florida 34604 (“Lessor”), and **JASON REIFF**, whose address is 32375 Cortez Boulevard, Brooksville, Florida 34601 (“Lessee”) (collectively, the “Parties”).

WITNESSETH:

For and in consideration of the mutual promises and obligations of the parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. LEASE OF SECURITY RESIDENCE.

Lessor hereby leases to Lessee the single-family residence that is located at 32375 Cortez Boulevard, Brooksville, Florida 34601 (the “Security Residence”). The Security Residence is situated within the Cypress Lakes Preserve (the “Preserve”), which is an approximately 324-acre nature preserve located in Ridge Manor, Florida.

B. TERM.

B.1. Effective Date.

This Agreement shall become binding and effective (the “Effective Date”) upon approval and execution by Lessee and Lessor.

B.2. Initial Term.

The lease term for this Agreement shall commence on July 1, 2025 (the “Commencement Date”) and shall end on June 30, 2027 (the “Anniversary Date”).

B.3. Renewal Options.

Lessor shall have the option, in its sole discretion and upon giving written notice to Lessee not less than three months prior to the Anniversary Date, to renew this Agreement for up to five (5) additional 2-year terms; provided, that (1) Lessee has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder, and (2) any extensions of this Agreement shall be approved by the Board of County Commissioners. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of required insurance coverage as provided for in Section G herein. Upon the mutual agreement of the Parties, the term of this Agreement may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions.

C. LESSOR'S RESPONSIBILITIES.

Lessor shall:

- C.1.** Provide and pay for utilities to the Security Residence, limited to potable water and on-site sewage disposal through a septic tank system.
- C.2.** Provide and pay for property insurance for the Security Residence (i.e., the structure), excluding all personal property of Lessee.
- C.3.** Provide and pay for the reasonable maintenance and repair of the Security Residence for those items not otherwise the responsibility of Lessee as specified in Section D of this Agreement.
- C.4.** Provide and pay for annual termite inspections and termite treatments of the Security Residence, when required.
- C.5.** Provide a dishwasher, stove and refrigerator for the Security Residence, which shall remain the property of Lessor following the expiration or termination of this Agreement.
- C.6.** Coordinate and pay for the pumping of the Security Residence's septic tank every other year, with the first pumping year scheduled for 2025.
- C.7.** Conduct an annual inspection of the Security Residence, surrounding grounds and property inside and outside to determine if any maintenance repairs are necessary.

D. LESSEE'S RESPONSIBILITIES.

Lessee shall:

- D.1.** Occupy the Security Residence, either alone or with immediate family members if approved in writing by Lessor. Lessee shall not sublease or sublet this Agreement, in whole or in part, or allow the use of the Security Residence by anyone else.
- D.2.** Pay a security deposit of \$600.00 to Lessor prior to the Commencement Date. The security deposit shall guarantee payment of the rent, utilities and other expenses required in this Agreement as well as the faithful performance of all the terms and conditions of this Agreement by Lessee. Lessor may, at its sole option, retain all or part of the security deposit in the event of a breach of any of the terms or conditions of this Agreement by Lessee. Upon full and satisfactory performance of this Agreement and Lessee's return of the Security Residence in the same condition as at the Commencement Date (ordinary wear and tear excepted), Lessor shall return the security deposit to Lessee.
- D.3.** Pay a rental fee of \$600.00 per month, to be paid on or before the first day of each month. Checks shall be made payable to Hernando County and shall be mailed or hand-delivered to 15470 Flightpath Drive, Brooksville, Florida 34604, or as otherwise directed by Lessor in writing. A late fee of \$50.00 will be due for all payments received after the seventh day

of each month. Recurring late payments or consecutive late payments may result in the termination of the Lease. If payment is mailed, a postmark from the United States Postal Service bearing the date on or before the sixth day of the month shall preclude a late fee being due. Lessee covenants and agrees to pay to Lessor any and all sales and/or rent taxes imposed by the State of Florida or any other governmental agency with respect to all rents.

D.4. Monitor the Preserve to prevent vandalism and criminal activity and to protect its natural resources, including the wildlife situated thereon. Lessee shall ensure that the Preserve's chain entrance gates are locked and secured at designated times when the Preserve is closed to the public (daily from sunset to sunrise). At least once each week, Lessee shall perform a site inspection throughout the Preserve.

D.5. Provide Lessor, through Lessor's designated agent, with written notice at least forty-eight (48) hours in advance if Lessee will be absent from the Preserve for a period of time that exceeds forty-eight (48) consecutive hours.

D.6. Notify law enforcement and Lessor's designated agent if there is a situation involving unauthorized trespassing, threats to persons or property, or threats to the safety of the Preserve.

D.7. Pay for initial hook-ups and deposits (if necessary) for all utilities, including electric, telephone, cable, wireless service, internet and security system monitoring, exclusive of potable water and on-site sewage disposal.

D.8. Pay any and all expenses for utilities, including without limitation, electric, telephone, cable, wireless service, internet and security system monitoring, exclusive of potable water and on-site sewage disposal. Installation of a satellite dish or other devices to the Security Residence or at the Preserve shall require the prior written approval of Lessor.

D.9. Provide all appliances at the Security Residence that are not provided by Lessor but that are necessary to Lessee's occupation thereof, including, but not limited to: a washing machine, dryer, microwave, and telecommunications; provided, that Lessee may not install a garbage disposal in the Security Residence.

D.10. Conduct himself and require other persons at the Security Residence to conduct themselves, in a lawful manner that does not unreasonably disturb any nearby residences, is not offensive to persons who are utilizing the Preserve and does not constitute a breach of the peace. Lessor shall be the final arbiter of any violation of this provision.

D.11. Not allow animals, whether they are domestic animals, farm animals, or pets within or upon the Security Residence without Lessor's prior written consent, which consent may be withheld, rescinded or withdrawn for any reason or no reason. In the event Lessor approves

Lessee's keeping of a pet, Lessee will be required to pay Lessor an additional \$250.00 nonrefundable pet deposit.

D.12. Maintain the Security Residence and surrounding grounds in good repair and neat appearance, including landscaping and mowing. Lessee shall report any unsafe conditions at the Security Residence or the Preserve to Lessor within forty-eight (48) hours.

D.13. Maintain active employment. Lessee shall notify Lessor of any change of his employment status within seven (7) calendar days. Lessor has the sole option of allowing Lessee to continue to remain, to condition such approval, or to require Lessee to vacate the Security Residence as provided in Section H of this Agreement.

D.14. If required by Lessor as provided in this Agreement, Lessee shall vacate the Security Residence within thirty (30) days of notification by Lessor demanding that Lessee vacate the Security Residence. Any holdover or extension of this Agreement shall only be by written agreement duly signed by both of the Parties.

D.15. Lessee shall provide to Lessor on or before the Commencement Date, and thereafter maintain a current mobile telephone number and email address, which shall serve as Lessee's twenty-four (24)-hour emergency contact information, throughout the term of this Agreement.

D.16. Maintain security surveillance of the Preserve and submit monthly reports detailing such surveillance to Lessor, either in paper or by email, in the format prescribed by Lessor. Each monthly report shall include a log detailing Lessee's weekly field checks (including dates, times of day and amount of time spent), descriptions of any incidents (including dates and times) which occurred, such as vandalism, poaching, unauthorized vehicle or ATV use, destruction of habitat, etc., actions taken to correct or resolve such incidents, and any coordination with law enforcement. Monthly reports for the prior month shall be submitted with the lease payment.

D.17. Ensure that any personal vehicles that Lessee brings into the Preserve are licensed, operable, and parked in designated areas. Only two (2) vehicles of any kind possessed by Lessee or his immediate family shall be parked at the Security Residence. Any other vehicles, boats, or trailers may be parked overnight at the Security Residence only with Lessor's prior written consent. Lessee shall ensure that all guests, invitees and visitors park only in properly designated areas.

D.18. Ensure that no alternations or improvements are made to either the Security Residence or the Preserve without Lessor's prior written approval. Lessee shall report to Lessor's designated agent any non-working items or necessary repairs within seven (7) days of Lessee's discovery thereof.

D.19. Keep the Security Residence and surrounding grounds clean and free from debris.

D.20. Promptly contact Lessor's designated agent if in doubt about compliance with or violation of any provision or condition in this Agreement.

D.21. Perform ordinary and routine maintenance to the Security Residence, including the replacement of burned-out lightbulbs and the replacement of all air conditioning filters at least once every three (3) months.

D.22. Coordinate with the Hernando County Sheriff's Office, Lessor's designated agent or other appropriate agency as necessary relating to site security. In the event of a natural disaster or other similar emergency, Lessee shall notify Lessor's designated agent concerning provisions for site security, contact information and follow-up event status for the Security Residence and the Preserve.

E. NONLIABILITY FOR INJURY, LOSS, OR DAMAGE.

Lessee acknowledges and agrees that Lessor shall not be liable or responsible in any way to Lessee or any other person for:

E.1. Any injury arising from or out of any occurrence in, upon, at, or relating to the Security Residence, the Preserve, or any parts thereof, or any loss or damage to property, including loss of use thereon of Lessee or any other person located in the Security Residence or any party thereof from any cause whatsoever, whether or not such injury, loss, or damage resulting from any fault, default, negligence, act, or omission of Lessee or its agents, servants, employees, or any other person for whom Lessee is in law responsible.

E.2. Without limiting the generality of the foregoing provisions of this Section, any injury to Lessee or any other person or loss or damage to property resulting from: fire, smoke, explosion, falling plaster, ceiling tiles, fixtures, signs, broken glass, steam, gas, fumes, vapors, odors, dust, dirt, grease, acid, oil, any hazardous material or substance, debris, noise, air or noise pollution, theft, breakage, vermin, electricity, computer or electronic equipment or systems malfunction or stoppage, water, rain, flood, flooding, freezing, tornado, windstorm, snow, sleet, hail, frost, ice, excessive heat or cold, sewage, sewer backup, toilet overflow, or leaks or discharges from any part of the Security Residence, or from any pipes, sprinklers, appliances, equipment (including, without limitation, heating, ventilating, and air conditioning equipment), electrical or other wiring, plumbing fixtures, roof(s), windows, skylights, doors, trapdoors, or subsurface of any floor or ceiling of any part of the Security Residence, or from the street or any other place, or by dampness or climatic conditions, or from any other cause whatsoever.

E.3. Any injury, loss, or damage caused by any person in the Security Residence, or by the public, or by construction or renovation, or by any private, public, or quasi-public work,

or by interruption, cessation, or failure of any public or other utility service, or caused by force majeure.

E.4. Any injury to Lessee or any other person or any loss or damage suffered to the Security Residence or the contents thereof by reason of Lessor or its representatives entering the Security Residence to undertake any work therein, or to exercise any of Lessor's rights or remedies hereunder, or to fulfill any of Lessor's obligations hereunder, or in the case of emergency.

E.5. Any injury, loss, or damage to property caused by perils insured against or required to be insured against by Lessee pursuant to insurance clause(s) of this Agreement. Lessee shall promptly indemnify and hold Lessor harmless from and against any and all claims in connection with any injury or any loss or damage to property referred to in this Section to the extent permitted by law and without waiver of retained Sovereign Immunity in tort.

F. INDEMNIFICATION.

F.1. Lessee agrees to protect, defend, reimburse, indemnify and hold Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of the Preserve property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with Lessee's performance under this Agreement, Lessee's use or occupancy of the Security Residence, Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Lessor in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve Lessee of its liability or obligation to indemnify Lessor as set forth in this Section.

F.2. Notwithstanding anything to the contrary in the foregoing or within this Agreement, Lessor shall not relinquish or waive any of its rights as a sovereign local government and Lessor reserves all rights and defenses under applicable sovereign immunity law.

G. INSURANCE.

G.1. General Insurance Terms and Conditions. In the event Lessee becomes in default of the following requirements, Lessor reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

G.2. Minimum Coverage Requirements. Lessee shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

G.2.a. Liability Insurance. Lessee agrees that at the time of possession of the Security Residence Lessee shall have in full force and effect liability insurance covering the premises. The policy shall be in the amount of at least \$300,000.00 combined single limit coverage, and medical payments coverage in the amount of at least \$10,000.00, and shall be written by a company or companies qualified to write insurance in the State of Florida. The policy or policies of insurance shall name Lessor as an additional insured to the policy or policies and duplicate copies shall be delivered to Lessor. Lessee agrees to maintain the policy or policies at Lessee's sole cost and expense in full force and effect during the entire term of this Lease, and any extension or renewal of this Agreement. The Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

G.2.b. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the property leased, rented or otherwise demised by Lessor to Lessee under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

G.2.c. Renter's Liability Insurance. Lessee is required to obtain and maintain at all times during the term of this Agreement, a renter's insurance policy in an amount sufficient to cover the loss of any tangible personal property that Lessee brings onto or in the Security Residence.

G.2.d. Comprehensive Automotive Liability Insurance. Lessee is required to obtain and maintain at all times during the term of this Agreement, comprehensive automotive liability insurance, for the ownership, maintenance, or operation of any automotive equipment, whether owned, leased, or otherwise held by Lessee, that Lessee may bring into the Preserve in an amount not less than \$300,000.00 per occurrence and \$500,000.00 aggregate, combined single limit bodily injury and property damage liability.

G.2.e. Umbrella Liability Insurance. Lessee is required to obtain and maintain at all times during the term of this Agreement, Umbrella Liability Insurance for the total

limit purchased by Lessee but not less than a \$500,000.00 limit providing excess coverage over all limits and coverage noted in Subsections G.2.a., G.2.b., G.2.c., and G.2.d. above. This policy shall be written on an "occurrence" basis. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

G.3. Evidence of Insurance. Lessee shall deliver to Lessor all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall contain a provision which forbids any expiration, cancellation, changes, or alterations in the coverages or limits without providing thirty (30) days' advance written notice to Lessor. Lessee shall notify Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

G.4. Periodic Review of Coverage Limits. Lessor, in its sole discretion, may review and adjust the required coverage limits set forth in Subsection G.2; however, prior to the commencement of any renewal of this Agreement, in no event may Lessor increase required coverage in excess of one hundred and twenty-five percent (125%) of the preceding period.

H. GENERAL TERMS AND CONDITIONS.

The Parties mutually agree to the following:

H.1. Lessor may terminate this Agreement for cause at any time and without prior notice to Lessee.

H.2. Upon termination or expiration of this Agreement, Lessee and any persons occupying the Security Residence thereunder shall vacate the Security Residence within thirty (30) days of demand and shall surrender the Security Residence to Lessor vacant, clean and free of debris, and in a condition equal to that existing at the time of commencement of this Agreement, ordinary wear and tear excluded.

H.3. Either party may terminate this Agreement without cause upon giving thirty (30) days' prior written notice to the other party. If Lessee terminates this Agreement without giving Lessor proper notice, Lessee shall forfeit the security deposit.

H.4. Lessor shall not pay for or incur any costs or expenses, except those specifically stated herein. Lessee shall be responsible for payment of any taxes, fees and other charges imposed by federal, state and local governmental entities or agencies arising out of or resulting from lease of the Security Residence or this Agreement.

H.5. Lessor shall not be liable for the actions of Lessee, his immediate family, guests, invitees and/or visitors at all times while such persons are within or upon the Security Residence and surrounding grounds, including ingress to and egress from the Preserve.

H.6. This Agreement is not transferable. Lessee shall not assign or transfer this Agreement, or any interest, right or duty under this Agreement, the leasehold interest created thereby, or any interest in or portion of the Security Residence or the leased property.

H.7. This Agreement sets forth the entire agreement of the parties hereto and supersedes any prior agreements, representations and understandings, whether oral or written, between them concerning the subject matter hereof. This Agreement shall not be amended or modified other than by written agreement executed by Lessor and Lessee with the same formality as this Agreement.

H.8. Lessee understands that there will be no additional compensation given by the Lessor or any department or division thereunder. Lessee agrees to waive, release, and relinquish any interest, right or claim to additional compensation under federal and state laws, including, but not limited to, the Fair Labor Standards Act.

H.9. Lessee acknowledges the legal title of Lessor to the Security Residence and the Preserve and agrees never to deny such title or to claim title in his name.

H.10. The parties acknowledge that Lessor is a governmental entity, that the Security Residence and the Preserve constitute public property, and that Florida law prohibits liens against public property. Lessee shall not incur any mechanic's liens or other liens for labor or materials furnished to the Security Residence under any circumstances. The filing of a mechanic's lien for labor or materials upon the Security Residence shall automatically terminate this Agreement and entitle Lessor to repayment for any damages, costs and expenses incurred by Lessor to satisfy, release or discharge said lien.

H.11. Lessor reserves the right and authority to approve or reject any proposed change or extension to this Agreement.

H.12. Any dispute, claim, action or litigation relating to or resulting from this Agreement shall be brought solely in a court of competent jurisdiction in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute, claim, action, litigation or appeal relating to this Agreement, each party shall be solely responsible for its own attorney's fees and costs at trial and on appeal. The Parties hereby waive and release their right to trial by jury in any claim, action or proceeding arising out of or in any way connected with this Agreement.

H.13. Forbearance or failure of enforcement of any term of this Agreement by either Party hereto shall not be construed as a waiver, relinquishment or limitation of that Party's right to enforcement at any subsequent time. Breach of any provision of this Agreement at any time shall be considered a material breach of contract.

H.14. If any of the provisions of this Agreement should in whole or in part be held invalid or illegal in a final judgment by a court of competent jurisdiction, such invalidity or illegality shall not affect the validity or legality of the remainder of this Agreement, the parties hereto intending that such provision be severable.

H.15. This Agreement shall be approved by the Hernando County Board of County Commissioners. Following approval of this Agreement, the County Administrator or his expressed designee(s) shall be Lessor's designated agent for all purposes under this Agreement.

H.16. This Agreement shall NOT be recorded in the public records.

I. NOTICES AND COMMUNICATIONS.

All notices or communications whether to Lessor or to Lessee will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: Hernando County	and copy to: County Attorney's Office
c/o County Administrator	20 N. Main Street, Rm 462
15470 Flight Path Drive	Brooksville, Florida 34601
Brooksville, Florida 34604	

TO LESSEE: Jason Reiff
32375 Cortez Boulevard
Brooksville, Florida 34601

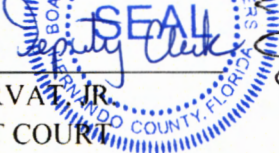
or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the notice is sent through the U.S. Mail or private delivery company (e.g., FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

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

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
(LESSOR)

ATTEST:

 *Heidi Krupke, Deputy Clerk*
DOUGLAS A. CHORVAT, JR.
CLERK OF CIRCUIT COURT

[Signature]
BRIAN HAWKINS CHAIRMAN

Date: 03-25-2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jon Joubert
COUNTY ATTORNEY

WITNESSES:

JASON REIFF
(LESSEE)

[Signature]
Witness # 1 Signature

[Signature]
Jason Reiff

Katherine B. Grzyb
Witness # 1 Printed Name

Date: 2/13/25

Stewart W. Rief
Witness # 2 Signature

Stewart W. Rief
Witness # 2 Printed Name