

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2025, by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 ("**LESSOR**") and **COMMUNITY FOOD BANK OF CITRUS COUNTY, INC.**, a Florida not-for-profit corporation, whose address is 5259 West Cardinal Street, Homosassa, FL 34446 ("**LESSEE**").

SECTION 1. LEASED PREMISES

LESSOR hereby leases to LESSEE approximately 4.7 acres of land located at 201 West Dr. Martin Luther King Jr. Blvd., Brooksville, FL 34601 (the "Premises") described as:

COMMENCE AT THE QUARTER SECTION LINE ON THE NORTH BOUNDARY OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST. THENCE RUN SOUTH 00°13'00" EAST ALONG SAID SECTION LINE 680.00 FEET, THENCE SOUTH 87°01'00" EAST ALONG SOUTH BOUNDARY OF COOK AVENUE 806.79 FEET, THENCE SOUTH 00°14'00" WEST ALONG THE EAST BOUNDARY OF SAXON'S HEIGHTS 715.01 FEET TO CENTER OF THE PAVED ROAD FOR A POINT OF BEGINNING, THENCE RUN SOUTH 88°47'00" WEST 647.51 FEET ALONG THE CENTER OF THE ROAD, THENCE SOUTH 01°07'49" EAST 318.00 FEET, THENCE NORTH 89°28'18" EAST 629.02 FEET, THENCE NORTH 00°00'50" WEST 107.91 FEET, THENCE NORTH 89°24'46" EAST 11.33 FEET, THENCE NORTH 00°12'32" EAST 217.86 FEET TO POINT OF BEGINNING: EXCEPTING ROAD RIGHT-OF-WAY.

Parcel ID No.: R27 422 19 0000 0010 0000

Key No.: 357884

SECTION 2. TERM

A. The term of this Lease shall commence upon the execution of this Agreement and continue for a period of thirty (30) years, unless terminated earlier as provided herein.

B. So long as LESSEE is not in default under this Agreement, LESSEE has the right to request renewal of the term of this Agreement for two (2) additional terms of ten (10) years each. LESSEE must request each renewal option by written notice of such renewal request to LESSOR at least 90 days prior to the expiration of the initial term of this Agreement (as to the first

renewal) or any then-current renewal term (as to any subsequent renewal). All terms and conditions that govern the initial terms shall govern any renewal term, except as expressly set forth herein.

SECTION 3. RENT AND TAXES

A. Annually on or before the 10th day of January of any calendar year for which this Agreement remains in effect, LESSEE shall pay rent in the amount of Ten Dollars (\$10.00). Rent shall be paid to HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS and directed to FINANCE DEPARTMENT – BOCC, 20 North Main Street, Room 264, Brooksville, FL 34601. In the event that this Agreement is executed after the 10th day of January 2025, the initial annual payment shall be made by LESSEE at the time this Lease is executed.

B. LESSEE shall pay all taxes, assessments, or other public charges levied or assessed on this lease, the rents herein reserved, and the Premises or any building erected thereon.

SECTION 4. PERMITTED USE

The Premises shall be used by LESSEE for the following purposes:

A. The design, construction and operation of the Rise Center as proposed by LESSEE will be dedicated to operating a community food bank to serve local residents but will incorporate other venues of assistance or office space to provide programs for entrepreneurship, education and training, direct social services, and an outdoor event space.

B. LESSEE shall continually operate the Rise Center to include a food bank warehouse in partnership with Hernando County Housing and Supportive Services and other community partners.

C. LESSEE agrees to host community events, such as public markets, educational workshops, training programs, entrepreneurial opportunities, and other activities benefiting the public.

D. LESSEE agrees to provide a detailed annual schedule of events, activities, or gatherings planned on the premises for every year the lease is in effect. This schedule must be submitted by October 1 each year for events occurring from January through June of the following year. For events scheduled from July through December, the LESSEE must submit the schedule by May 1 each year.

E. LESSEE agrees not to use the Premises for any other purpose without prior written consent from LESSOR.

F. If LESSEE ceases to operate on this site, all constructed assets will belong to LESSOR. LESSOR will support LESSEE in their grant applications for other sources of funding for the development and operation of the community food bank.

SECTION 5. PERMITS

LESSEE acknowledges that following the execution of this Agreement, LESSEE will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction of the Rise Center. All Permits will be secured and paid for solely by LESSEE.

SECTION 6. MAINTENANCE AND IMPROVEMENTS

A. LESSEE shall maintain the Premises in a clean, safe, and orderly condition at all times.

B. LESSEE shall be responsible for covering all costs associated with the maintenance and repairs of the leased premises.

C. LESSEE may make improvements to the Premises with prior written approval of LESSOR. Any permanent improvements shall become the property of LESSOR upon termination of this Agreement unless otherwise agreed in writing.

D. LESSEE shall design and construct the Rise Center building and food distribution warehouse within five (5) years of the execution of this Agreement. All development on the Premises shall be in agreement with the approved Declaration of Restrictive Covenant.

SECTION 7. UTILITY OR SERVICE CHARGES

A. LESSEE agrees to pay all deposits and charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities serving the Premises.

B. LESSEE shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, water, sewer, and trash collection services) service for the Premises.

SECTION 8. COMPLIANCE WITH LAWS

LESSEE shall comply with all applicable federal, state, and local laws, ordinances, and regulations related to the use of the Premises.

SECTION 9. INSURANCE

LESSEE shall maintain in effect throughout the term of this Agreement, without expense to the LESSOR, general liability coverage with limits of liability of not less than \$1,000,000 per occurrence with a general aggregate liability limit in the amount of \$2,000,000 each. "Hernando County Board of County Commissioners" shall be named as additional insured with a waiver of subrogation in favor of Hernando County Board of County Commissioners. Such insurance shall specifically insure LESSEE against all liability imposed by law and shall insure both LESSOR and LESSEE. Proof of insurance shall be provided to LESSOR prior to commencement of the lease term and on the anniversary date each year of this Agreement.

SECTION 10. INDEMNIFICATION

LESSEE agrees to indemnify, defend, and hold harmless LESSOR from any and

all claims, damages, or liabilities arising out of LESSEE's use of the Premises.

SECTION 11. TERMINATION

A. LESSOR may terminate this Agreement immediately in the event of a material breach by LESSEE.

SECTION 12. LESSOR USE OF BUILDING

A. If LESSEE fails to provide empowerment services for the community, LESSOR shall provide LESSEE ninety (90) days written notice to make use of the Rise Center building. LESSOR shall work with LESSEE and other community partners to allow for these services to be provided. LESSOR and LESSEE shall agree on services that are needed.

B. LESSOR shall coordinate with the LESSEE as to not unduly interfere with the operations of the food distribution warehouse.

SECTION 13. NOTICE

Written notices shall be forwarded to:

LESSEE

Community Food Bank
Attn: Barbara Sprague
5259 West Cardinal Street
Homosassa, FL 34446

LESSOR

Hernando County
Attn: County Administrator
15470 Flight Path Drive
Brooksville, FL 34604

SECTION 14. ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet the Premises without prior written consent from LESSOR.

SECTION 15. DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default on the part of LESSEE: (1) LESSEE fails to pay when due any rent or any other sum of

money payable hereunder within ten (10) days after such rental or payment is due and such failure continues for a period of thirty (30) days after written notice from LESSOR to LESSEE; (2) LESSEE breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from LESSOR; (3) LESSEE transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) LESSEE abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of LESSEE, or an assignment is made by LESSEE for the benefit of its creditors, or any action is taken or suffered by LESSEE under any insolvency, bankruptcy or reorganization act.

B. Upon the occurrence of any of the above events of default, LESSOR shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) LESSOR may at once or any time thereafter, without notice to LESSEE or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) LESSOR may at once or any time thereafter, without notice to LESSEE or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on LESSEE's behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and LESSEE shall fully reimburse and compensate LESSOR upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) LESSOR may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which LESSOR may have against LESSEE for

rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as LESSOR shall determine. LESSOR shall make commercially reasonable efforts to re-let the Premises before holding LESSEE liable for any remaining lease obligation. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and LESSEE shall pay LESSOR any deficiency between the amount received, if any, from such reletting after such amount is applied first to LESSOR's expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as LESSOR may deem appropriate to prepare the Premises for reletting, and the amount of rent payable by LESSEE hereunder. The foregoing remedies shall be available to LESSOR on giving LESSEE fifteen (15) days' notice thereof in writing of its intention. However, if LESSEE cures the default within fifteen (15) days of receipt of the notice mentioned above, then LESSOR's foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon LESSEE's exercise of reasonable diligence, LESSEE shall have such longer time as is reasonably necessary to cure said default provided that LESSEE commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

C. LESSEE hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of LESSEE being evicted or dispossessed for any cause, or in the event of LESSOR obtaining possession of the Premises by reason of the violation by LESSEE of any of the covenants and conditions of this Agreement or otherwise.

D. Any obligation imposed by law upon LESSOR to re-let the Premises shall be subject to the permitted uses provided in this Agreement, and LESSOR may re-let the Premises on such terms and conditions as LESSOR may deem advisable. The failure of the LESSOR to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect LESSEE's liability for damages under this Agreement.

E. Unless otherwise specified in this Agreement, no remedy of LESSOR or LESSEE shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by LESSOR or LESSEE from time to time as often as the need may arise. No course of dealing between LESSOR and LESSEE or any delay or omission of LESSOR or LESSEE in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

SECTION 16. GOVERNING LAW/JURISDICTION/JURY WAIVER

This Agreement shall be governed by the laws of the State of Florida. Any dispute, claim or action relating to or arising under this Agreement shall be brought solely in the Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. Each party agrees to bear their own attorney fees and costs in the event of any dispute. 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.

SECTION 17. PROTECTION AGAINST LIENS

LESSEE shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE. In the event LESSEE fails to discharge any such lien within thirty (30) days following written notice and demand by LESSOR for removal of such lien, LESSOR, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If LESSOR acts to discharge or secure any lien caused by LESSEE, then LESSEE shall reimburse LESSOR on demand, as additional rent, for all reasonable sums paid and all costs and expenses reasonably incurred by LESSOR involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 18. ANTI-HUMAN TRAFFICKING AFFIDAVIT

LESSEE warrants and represents that it does not use coercion for labor or services as defined in § 787.06, Florida Statutes. LESSEE has executed Exhibit “A,” Anti-Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

SECTION 19. PRE-EXISTING CONDITION OF THE PREMISES

This Agreement is subject to that Declaration of Restrictive Covenant (“Declaration”) between Hernando County, Florida and the Florida Department of Environmental Protection with ERIC identification number ERIC_9620 (formerly COM_65033), dated December 12, 2023, and found in the Official Records of Hernando County, Florida at Book 4414, Page 1967. To ensure that LESSEE has received notice of said Declaration, a copy of the Declaration is attached hereto as Exhibit “B.” LESSEE agrees to be bound by any restrictions therein and shall comply with any or all of the provisions it contains.

SECTION 20. RECORDING OF LEASE AGREEMENT

This Agreement shall be recorded at LESSEE’s expense.

SECTION 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings. Any amendments must be made in writing and signed by both parties.

[Reminder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first written above.

ATTEST:

By: _____
Douglas A. Chorvat, Jr., Clerk of Court
& Comptroller

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jon Jouben
County Attorney's Office

LESSOR:

HERNANDO COUNTY, a political
subdivision of the State of Florida

By: _____
Brian Hawkins, Chairman
Board of County Commissioners

Date: _____

LESSEE:

COMMUNITY FOOD BANK OF
CITRUS COUNTY, INC., a Florida
not-for-profit corporation

By: Barbara Sprague
Barbara Sprague, CEO/Executive Director

Date: 8/18/25