

For recording use only

**CONSENT TO ASSIGNMENT OF GROUND LEASE
FROM MONITOR PRODUCTS INC. TO SUNDEN ENTERPRISES, LLC.**

This Consent to Assignment of Ground Lease is made and entered into as of this 13th day of July, 2021, by and between Hernando County, a subdivision of the State of Florida existing under the laws of the State of Florida, ("**Lessor**"), Monitor Products, Incorporated ("**Assignor**"), and Sunden Enterprises, LLC ("**Assignee**"), and the parties state:

WHEREAS, the **Lessor** and Carl H. Sunden (**Leasee**) entered into an Ground Lease agreement (the "Ground Lease") dated August 28, 2001 and recorded in Official Record Book 1452 Pages 1322-1330 and Assigned to Assignor via that certain Assignment of Lease dated October 29, 2007 and recorded in Official Records Book 2505 Pages 1685-1696 of the Public Records of Hernando County, relative to certain improved real property with a street address of 15400 Flight Path Drive, Brooksville, Florida 34604,

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

WHEREAS, the **Lessor** consents to said assignment provided that the **Assignee** accepts and agrees to be bound by all terms and covenants of the Ground Lease and the **Assignee** further agrees to be substituted as the Lessee for all purposes under the Ground Lease.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The **Lessor** hereby consents to the assignment of the Ground Lease from the **Assignor** to the **Assignee**, and the **Assignee** agrees to be bound to all terms and covenants of the Ground Lease and the **Assignee** further agrees to be substituted as the Lessee for all purposes under the Ground Lease. Additionally, the **Assignee** understands and agrees that it shall be bound by the terms and conditions of the Airport Industrial Park Covenants and Restrictions of record and the Rules and Regulations (Amended and Restated February 9, 2016).
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 them at the time of assignment.
4. This Consent shall become effective upon the date signed by the last party hereto or at the time of closing, whichever is later. The parties further agree that the closing of the assignment from **Assignor** to **Assignee** shall occur within forty-five (45) days of the effective date hereof or this Consent shall become null and void.
5. This Consent shall be recorded at **Assignee's** expense.

00928226

Witness our hands and seals upon the dates stated below.

ATTEST:

Susan Burns, Deputy Clerk
Doug Chorvat, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: [Signature] Date: July 13, 2021
John Allocco, Chairman



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
County Attorney's Office

ATTEST:

Deborah Hogan
Deborah Hogan
[print name]

MONITOR PRODUCTS, INC. (ASSIGNOR)

By: [Signature]
Carl H. Sunden, President Date

ATTEST:

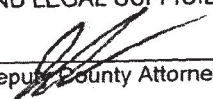
Deborah Hogan
Deborah Hogan
[print name]

SUNDEN ENTERPRISES, LLC. (ASSIGNEE)

By: [Signature]
Carl H. Sunden, Manager Date

00928226

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Deputy County Attorney

00928226

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of July, 2021, by John Allocco, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.



Cheryl Carr
Notary Public
State of Florida
Comm# HH059526
Expires 11/2/2024

Cheryl Carr
(Signature of person taking acknowledgment)

Cheryl Carr
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

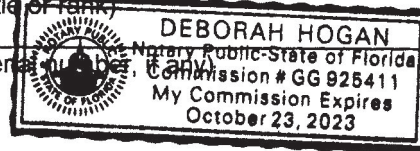
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of June, 2021, by Carl H. Sunden as President of Monitor Products, Inc. who is personally known to me or who has produced _____ as identification.

Deborah Hogan
(Signature of person taking acknowledgment)

Deborah Hogan
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



STATE OF FLORIDA
COUNTY OF HERNANDO

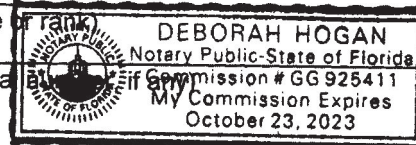
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of June, 2021, by Carl H. Sunden as Manager of Sunden Enterprises LLC, who is personally known to me or who has produced _____ as identification.

Deborah Hogan
(Signature of person taking acknowledgment)

Deborah Hogan
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)



00928226