

CHINSEGUT HILL RETREAT AND CONFERENCE CENTER STEWARD  
AND PROPERTY MANAGER

25-RFP01132/CT

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
Chinsegut Hill Retreat and Conference Center Steward and Property  
Manager

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Attachments:

A - Current Matrix of Responsibility

B - EXHIBIT\_D\_-\_Matrix\_of\_Responsibility 9-30-25

C - Agreement With Tampa Bay History Center for Continued Operations of  
Chinsegut Hill Manor House and Retreat

D - FDEP - Hernando County Lease 4715 May 28 2013

E - FDEP - Hernando County Sublease Agreement June 29 2016

F - FDEP - Hernando County Lease 4715 Amendment #1 Nov 17 2017

G - FDEP - Hernando County Sublease Agreement June 9 2020

H - Sample Agreement

I - Chinsegut Pricing Proposal

J - Chinsegut Caretaker's House Photos

## 1. SOLICITATION

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, October 13, 2025. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, October 13, 2025. PURSUANT TO SECTION 119.071, F.S., SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

**Procurement Contact Information:**

Erin Kluis Briggs, Procurement Coordinator

(352) 754-4778

ebriggs@co.hernando.fl.us

## 2. Introduction

### 2.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO.. SOLICITATION # 25-RFP01132/CT

FOR

Chinsegut Hill Retreat and Conference Center Steward and Property Manager

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in the Stewardship and Management of historic facilities and sites, which have event and lodging features.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, October 13, 2025, via Hernando County's [eProcurement Portal](#). Only electronic submittals through the eProcurement Portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

Unsolicited Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits unsolicited communication initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Unsolicited communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit



qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

**Pursuant to section 119.071, F.S., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.**

#### NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Erin Kluis Briggs Procurement Coordinator , Procurement Department, via the County's [eProcurement Portal](#).

## 2.2. [NON-MANDATORY PRE-BID CONFERENCE & SITE VISIT](#)

#### NON-MANDATORY PRE-BID CONFERENCE & SITE VISIT:

- A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, September 17, 2025 at 2:00 pm at the Chinsegut Hill Retreat and Conference Center 22495 Chinsegut Hill Rd Brooksville, FL 34601, .22495 Chinsegut Hill Rd, Brooksville, Florida 34601. Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.**
- B. A Site Visit will immediately follow the Pre-Bid Conference.

### **3. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Parks and Recreation

16161 Flight Path Dr.

Brooksville, FL 34604

## 4. DEFINITIONS

### 4.1. DEFINITIONS

- A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- C. **"Contract Documents"** means the Request for Proposal, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.
- E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"F.S."** means Florida Statutes; version in effect on the effective date of the Agreement.
- G. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.
- H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

- I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
- K. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- L. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.
- M. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.
- N. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Proposals "Proposal" means the response to the Request for Qualifications submitted by the Proposer. Used interchangeably with "Bidder" for purposes of this solicitation.
- O. **"Procurement Selection Committee (PSC)"** is interchangeable with **"Evaluation Team"** and means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
- P. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- Q. **"Request for Proposal"** (also referred to as "RFP") means the contents of this solicitation and all supporting documents including Addenda to such, or other related information transmitted to Proposers.
- R. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.
- S. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Qualifications requirements.
- T. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

- U. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.
- V. **"Successful Proposer"** means the Proposer to whom the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.
- W. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

## 5. REQUEST FOR PROPOSALS

### 5.1. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing through the eProcurement Portal and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred by Proposers prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this Request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

- H. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

## 5.2. QUESTIONS REGARDING THIS RFP:

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Procurement Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, Monday, September 22, 2025. When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the eProcurement portal for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- D. If any Proposer contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. Such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.
- E. Receipt of an Addendum to this solicitation by a Proposer must be acknowledged via the County's eProcurement Portal.

### 5.3. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
  - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
  - 2. The County reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
  - 3. Any damage to facilities, equipment or property, that occurs due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
  - 4. The Contractor's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the County's drug policy.



#### **5.4. PROPOSAL FORMAT:**

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

If multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement process and will be held responsible for the overall implementation of all partners included in the joint proposal.

##### **Proposal Introduction**

##### **Not to Exceed Two (2) Pages**

This section will summarize in a brief and concise manner, the Proposer's understanding of the need as described in this RFP and a brief narrative summarizing how the proposer will address the need. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

##### **Proposal Section 1.0 — Ability, Capacity and Skill of Firm**

##### **Not to Exceed Twenty (20) Pages**

- Provide information as provided in Section 6-Evaluation Phases

##### **Proposal Section 2.0 — Proposer's Methodology, Technical Ability and Approach**

##### **Not to Exceed Thirty (30) Pages**

- Provide information as provided in Section 6-Evaluation Phases

##### **Proposal Section 3.0 — Relevant Experience**

##### **Not to Exceed Twenty (20) Pages**

- Provide information as provided in Section 6-Evaluation Phases

##### **Proposal Section 4.0 — Pricing Proposal**

- Use the required "Chinsegut Pricing Proposal" Sheet, Attachment "I" as part of the "Proposal Section 4.0".

##### **Not to Exceed Five (5) Pages**

- Provide information as provided in Section 6-Evaluation Phases

#### **5.5. PROPOSAL EVALUATION PROCESS:**

- A. The Procurement Selection Committee ("the Committee") will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the Evaluation Criteria and the

Proposal Evaluation Process. The county intends to award one (1) contract through this RFP process.

- B. The Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the Evaluation Criteria Section.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. For example, if a Proposer was given a perfect score, that Proposer would receive a total score of 100.
- D. If any Proposer claims "Local Preference" and meets the requirements of "Local Preference", that Proposer will be assigned an additional five (5) percent of the points to their overall evaluation consensus score.
- E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- F. Alternatively, the Board may direct the Committee or the Committee may decide to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- G. If short listed firms are elevated to the oral presentation evaluation phase. Each elevated firm will receive a Request for Clarification (RFC) letter seeking any necessary clarification of the initial proposal and presentation requirements.
- H. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- I. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.
- J. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board, Committee, or Chief Procurement Officer may reject all Proposals and may re-advertise for new

Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

- K. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
  - 1. Reject any or all Proposals or parts thereof
  - 2. Issue subsequent Requests for Proposals
  - 3. Cancel the entire Request for Proposals
  - 4. Remedy technical errors in the Request for Proposals
  - 5. Negotiate with any, all, or none of the Proposers
  - 6. Award a Contract to one or more Proposers or none at all
  - 7. Accept other than the lowest price
  - 8. Waive informalities and irregularities in Proposals
- L. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.
- M. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- N. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

## 5.6. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after the award of contract, a Proposer may submit a written request to the applicable Contract administrator or procurement agent for a debriefing on the evaluation of their Proposal. The procurement agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone

conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

#### 5.7. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
- E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
- F. In accordance with section 287.1351, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work,

may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a supplier, Contractor, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

## 5.8. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

### A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. Protection of Person and Property:
  - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
  - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage

and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
  - i. EACH OCCURRENCE.....\$1,000,000.00
  - ii. GENERAL AGGREGATE .....\$2,000,000.00
  - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
  - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project  
Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
  - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
  - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
  - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00
  - b. BODILY INJURY (Per Person)..... \$1,000,000.00
  - c. BODILY INJURY (Per Accident)..... \$1,000,000.00
  - d. PROPERTY DAMAGE.....\$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**
2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

**5.9. INSURANCE REQUIREMENTS (continued)**

**PROFESSIONAL LIABILITY** (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit



annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

#### **5.10. INSURANCE REQUIREMENTS (continued)**

##### **POLLUTION LIABILITY - required for Pest Control Services only.**

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000.00 Per Occurrence

\$1,000,000.00 Aggregate

\$5,000.00 Medical Payment

Additional Insured and Waiver of Subrogation required.

#### **5.11. MAINTENANCE OF RECORDS:**

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon

completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.**

## **5.12. PROTESTS AND LOBBYING**

Any Respondent who protests the Request for Proposal or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at <https://www.hernandocounty.us/home/showpublisheddocument/10270>. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

## **5.13. CONE OF SILENCE**

This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.

Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation

team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

#### 5.14. E-VERIFY

- A. Proposer is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Proposer represents and warrants (a) that the Proposer is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Proposer employees are legally eligible to work in the United States, and (c) that the Proposer has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Proposer's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Proposer unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Proposer's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's Procurement Department at (352) 754-4020: and
  - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Proposer's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Proposer cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Proposer from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Proposer is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Proposers to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

### 5.15. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.
- B. Application:
1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
    - a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00.
  2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
  3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.
- C. Definitions:
1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
  2. Local Vendor Affidavit of Eligibility shall accompany the Proposal or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

- a. A physical business and location address.
  - b. Proof of payment of real property tax due to Hernando County.
  - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
  - d. Any additional information necessary to verify local status.
- D. Competitive Bids/Quotes:
  1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
  1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
  2. Purchases with any sole source supplier for supplies, materials, or other equipment.
  3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
  4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
  5. Purchases with an estimated cost of less than \$10,000.00 or less.
- F. Appeal:
  1. If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 5.16. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Manual.

#### 5.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **Five (5) years**. The Contract may be renewed for **two (2)** additional

**three (3) year** periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

#### **5.18. SIGNING OF THE AGREEMENT:**

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the successful Proposer.

#### **5.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:**

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County involving a previously awarded Contract.
- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.



## 5.20. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

## 5.21. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
- B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

## 5.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

## 5.23. MODIFICATION/WITHDRAW OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.



- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the stipulated submittal date and time.

#### **5.24. LESS THAN TWO (2) PROPOSALS RECEIVED:**

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

#### **5.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:**

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

#### **5.26. FINANCIAL STRENGTH:**

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

#### **5.27. CLARIFICATIONS**

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

#### **5.28. PUBLIC RECORDS ACT:**

- A. **Proposers should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path**

**Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.**

- B. Florida law generously defines what constitutes a public record and, under Chapter 119 of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.071 of the Florida Statutes, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

#### **5.29. JOINT VENTURES:**

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
  - 1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
  - 2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

### **5.30. PAYMENT**

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### **5.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473**

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### **5.32. FOREIGN COUNTRIES OF CONCERN:**

Pursuant to section 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

## 6. EVALUATION PHASES

### 6.1. Phase I: Written Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>Ability, Capacity, and Skill of Firm</b>	Points Based	35 (35% of Total)
	<p>Identify the project principal, the project manager, key staff and subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.</p> <ul style="list-style-type: none"> <li>● Knowledge of the local labor and material markets.</li> <li>● Are the lines of authority and coordination clearly identified</li> <li>● Are essential management functions identified?</li> <li>● Are the functions effectively integrated (e.g., subconsultants' roles delineated?)</li> <li>● Current and projected work load.</li> <li>● Firm's familiarity with the project area.</li> <li>● Credentials, qualifications and relevant individual experience of firm employees.</li> <li>● Unique knowledge, credentials of key team members relating to the project.</li> <li>● Experience on projects as a team.</li> <li>● Key staff involvement in project management and on-site presence.</li> <li>● Time commitment of key staff.</li> <li>● Credentials, qualifications and relevant subconsultant experience.</li> <li>● Financial condition and stability of the Vendor/Contractor.</li> </ul> <p>Note: Organization charts and job descriptions depicting your capacity may be included.</p>		

2.	<p><b>Proposer's Methodology, Technical Ability and Approach</b></p> <p>For the project and services outlined in the RFP document, describe how you plan to accomplish the following and meet the needs and requirements as noted in the RFP:</p> <ul style="list-style-type: none"> <li>• Proposed approach to meeting County's stated needs</li> <li>• Value Engineering/cost control.</li> <li>• Quality control methodology.</li> <li>• Schedule maintenance methodology.</li> <li>• Address how Steward will meet all Goals.</li> <li>• Address how Steward will meet all Technical Requirements.</li> <li>• Provide Steward's Responsibility Matrix (Attachment D)</li> </ul>	Points Based	25 (25% of Total)
3.	<p><b>Experience Similar</b></p> <p>Describe experience similar to the needs and requirements noted in the RFP as well as the following:</p> <ul style="list-style-type: none"> <li>• Experience of the key staff and firm with projects of similar scope and complexity.</li> <li>• Demonstrated success on past projects of similar scope and complexity.</li> <li>• Letters of Reference (minimum of 3 for projects of similar scope and complexity).</li> </ul>	Points Based	20 (20% of Total)

4.	<p><b>Pricing Proposal</b></p> <p>Complete the required "Chinsegut Pricing Proposal" sheet, Attachment "I". This section should also include subsections on:</p> <ul style="list-style-type: none"> <li>• Proposed refurbishment or restoration plans, execution strategies, and funding sources.</li> <li>• Any proposed Grant Funding</li> <li>• Detailed description of cost structure including what, if any, costs will be required of the County</li> <li>• Other sections as unique to the proposer</li> </ul> <p>Considerations will include reasonableness, cost-effectiveness and value.</p>	Points Based	20 (20% of Total)
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## 6.2. Phase 2: Oral Presentation Evaluation (if required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Presentation Addresses the needs and requirements noted in the Request for Oral Presentations Letter</b>	Points Based	10 (50% of Total)
2.	<b>Presentation Team Demonstration of Knowledge, Experience, and Teamwork</b>	Points Based	10 (50% of Total)

## 7. SCOPE AND SPECIFICATIONS

Hernando County is seeking a qualified individual or organization to manage the daily operations and overall site management of the historical Chinsegut Hill Retreat and Conference Center, located at 22495 Chinsegut Hil Rd., Brooksville, FL 34601.

### 7.1. Chinsegut Hill Retreat and Conference Center Site Description

Chinsegut Hill Retreat and Conference Center offers a unique look at the past of Hernando County, while showcasing the nature of the area. The Chinsegut Hill Manor House, originally built in the 1850s, has been listed on the National Register of Historic Places since 1905. The Manor House and surrounding grounds make for a perfect backdrop, visually and logistically, for weddings, anniversary celebrations, and family reunions. This Chinsegut Hill Retreat includes the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.).

**COTTAGES.** Chinsegut Hill Retreat and Conference Center has 7 cottages available for guests. Each cottage has four bedrooms, each bedroom with a private bathroom and shower, shares dining and living areas and a kitchenette supplied with a refrigerator, microwave and coffee pot. All cottages have central air conditioning and heat.

**DINING HALL.** The dining hall at Chinsegut Hill Retreat and Conference Center can accommodate up to 65 people. The kitchen is fully-equipped with a restaurant-quality dishwasher, gas stove, refrigerator, and freezer. The dining hall is ready to handle any catering needs.

**BOOKINGS.** At the time of release of this Solicitation, there are four bookings in October-2025, four bookings in November-2025, one in January-2026, two in February-2026, four in March-2026, two in April-2026, and two in May-2026.

**HISTORIC CHINSEGUT MANOR HOUSE.** Presently, the Tampa Bay History Center, a non-profit 501-c3, operates the manor house as a house museum, coordinates tours, hosts special events, cataloguing and care of the Manor House's contents, and organizes and trains volunteer docents.

### 7.2. Goals

A. **Preserve and Maintain Historic Structures**

In coordination with the County, ensure the long-term preservation, maintenance, and security of all historic buildings and grounds at Chinsegut Hill in accordance with relevant historic preservation standards and both State and local building codes.

B. **Facilitate Public Access and Engagement**

Provide regular opportunities for public access, tours, and educational programming that promote awareness and appreciation of the site's cultural and historical significance. May collaborate with Tampa Bay History Center.

C. **Efficiently Manage Property and Reservations**

Oversee all property operations, including scheduling and managing reservations for events,



tours, or rentals in a way that supports both public use and preservation goals. Provide customer service for guests and boost overnight accommodations.

**D. Foster Partnerships and Community Involvement**

Collaborate with local organizations, educational institutions, and community members to enhance programming and stewardship efforts to increase exposure local and national awareness of the site.

**E. Generate Sustainable and Profitable Revenue**

Develop and implement a financially sustainable business model that includes diversified revenue streams—such as event rentals, guided tours, educational workshops, grants, donations, and retail sales—while protecting the site’s integrity and mission. Provide strategies to execute the proposed business model.

**F. Minimize or Eliminate Cost to the County**

Operate the site in a way that significantly reduces or eliminates financial burden on the County, including covering day-to-day operational, staffing, maintenance, and promotional costs. Utilize profits or donations to fund and maintain capital improvements.

**G. Maximize Financial Benefit to the County**

Propose and execute a financially advantageous plan for the County, potentially including profit-sharing, lease payments, or reinvestment of revenues into the site to ensure both preservation and fiscal responsibility.

### **7.3. Technical Requirements**

**A. Routine Building Maintenance**

- Perform regular inspections and a portion of the preventive maintenance of all structures, including roofing, windows, doors, siding, flooring, plumbing, HVAC, and electrical systems.
- Maintain a log of inspections and completed maintenance tasks.

**B. Groundskeeping and Landscaping**

- Mow lawns, trim trees/shrubs, maintain walking paths, and manage drainage areas to ensure a clean and safe environment.
- Remove litter, debris, and invasive species as needed.

**C. Building Systems Management**

- Maintain all operational systems (e.g., electrical, plumbing, septic, fire safety, alarm systems) in good working order.
- Ensure compliance with building codes, safety standards, and ADA accessibility where required.

**D. Pest and Wildlife Management**

- Implement integrated pest control and wildlife deterrent strategies to protect the buildings and grounds without harming the environment.

**E. Historic Preservation Compliance**

- Use appropriate materials and methods for any repairs, maintenance, or improvements in compliance with local, state, and national historic preservation guidelines (e.g., Secretary of the Interior's Standards).
- Seek appropriate approvals before making any structural or aesthetic alterations to historic buildings.

**F. Emergency Preparedness and Response**

- Develop and implement emergency response plans for severe weather, hurricanes, fire, and other potential threats.
- Maintain clear access for emergency vehicles and ensure that fire extinguishers, alarms, and first-aid kits are regularly checked.

**G. Facility Cleanliness and Sanitation**

- Clean and sanitize all interior spaces on a regular schedule, especially after public events or rentals.
- Manage trash and recycling removal in compliance with County standards.

**H. Security and Access Control**

- Maintain building security systems and control access to authorized personnel and guests.
- Report vandalism or unauthorized use to County officials immediately.
- PLEASE NOTE: Use of, control of, and access to the main property gate is a security function and will require final, overall control by the County.

**I. Utilities and Energy Management**

- Manage utility usage efficiently and maintain utility accounts, including payment of said accounts, if required under agreement.
- Explore energy-efficient practices where possible, without compromising historic integrity.

**J. Documentation and Reporting**

- Maintain detailed records of maintenance schedules, repairs, contracts with vendors, and inspections.
- Submit regular reports to the County summarizing activities, issues, and recommendations.

**K. Capital Project Maintenance and Planning**

- Collaborate with the County to identify and plan capital improvements.
- Support project management and contractor coordination.
- Maintain a Capital Improvement Plan that reflects the long-term needs of the site.

**7.4. Matrix of Responsibilities**

The County has shared the prior matrix of responsibilities as an attachment. The County intends to limit its involvement with the property maintenance, programming, and reservations. Proposers are required to submit their own matrix of responsibilities, "Exhibit D" under attachments, with their proposals.

## 8. VENDOR QUESTIONNAIRE

### 8.1. Company Information

#### 8.1.1. Vendor Registration\*

Please download the below documents, complete, and upload.

- [Vendor-Registration-Form.pdf](#)

\*Response required

#### 8.1.2. W9 Form \*

Please upload your company's W9 information

\*Response required

#### 8.1.3. Upload Florida Permit

**Bidders who are non-resident corporations** shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

#### 8.1.4. Local Preference.

If you are claiming local preference, please download the below documents, complete, and upload.

- [LOCAL\\_VENDOR\\_AFFIDAVIT\\_OF\\_E...](#)

### 8.2. Authorizations

#### 8.2.1. Authorized Representative\*

Are you fully authorized to bind this company, or corporation.

☐ Yes

☐ No

\*Response required

#### 8.2.2. Authorized Signatory/Negotiator\*

Please provide the information to support the statement below:

The Firm/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Firm/Contractor will be duly bound:

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

\*Response required

### 8.2.3. *Corporate Affidavit\**

Please download the below documents, complete, and upload.

- [Corporate Affidavit \(4\).pdf](#)

\*Response required

### 8.3. Confirmations

#### 8.3.1. *Confirm 180 days proposal validity\**

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

☐ Please confirm

\*Response required

#### 8.3.2. *Does this Firm take any Exceptions to the Sample Contract?\**

I have carefully examined the Request for Proposals/Qualifications (RFP/RFQ), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP/RFQ Proposal and any other documents accompanying or made a part of this invitation.

I certify that all information contained in this RFP/RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP/RFQ on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP/RFQ is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP/RFQ for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP/RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP/RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP/RFQ IS SUBMITTED:

Does this Firm take any Exceptions to the Sample Contract?:

☐ Yes

☐ No

\*Response required

**8.3.3. *If you selected "Yes" in the preceding "Exceptions" question, please upload any exceptions to this RFP/RFQ***

Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted.

**8.3.4. *Drug Free Workplace Certification \****

I have read and attest to, in accordance with Florida Statute section 287.087, hereby certify that Proposer:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to this Drug Free Workplace Certificate

☐ Please confirm

\*Response required

**8.3.5. *VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\****

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan

List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

\*Response required

### **8.3.6. E-Verify Certification \***

**Vendor/Contractor acknowledges and agrees to the following:**

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

\*Response required

### **8.3.7. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\***

**Affidavit of Non Collusion and of Non-Interest of Hernando County Employees**

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees.

☐ Please confirm

\*Response required

**8.3.8. FOREIGN COUNTRIES OF CONCERN 287.138\***

Section 287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138, Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

\*Response required

**8.3.9. Sworn Statement 287.133 (3) (a)\***

I have read and attest that I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Section 287.133 (1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons



when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

\*Response required

*8.3.10. If you chose option 3, to the question above, 3.9 Sworn Statement 287.133(3), F.S., a, attach a copy of the final order.*

#### **8.4. Proposal**

##### **8.4.1. *Proposal\****

Please upload your proposal. The Proposal Format section of Section 5 of this RFP/RFQ describes the required Proposal Format. Proposer's should also reference Section 6 Evaluation Criteria.

\*Response required

## 8.5. Additional Required Forms

### 8.5.1. *Hernando County Employment Disclosure\**

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

\*Response required

### 8.5.2. *Anti Human Trafficking Affidavit\**

Please download the below documents, complete, and upload.

- [Anti Human-Trafficking-Affi...](#)

\*Response required

## EXHIBIT D

Item	Responsible Party		
	County	City	TBHC
Electricity Manor House, Maint. Shed, Water Plant	x		
Electricity (Retreat Areas)		x	
Mowing Grounds		x	
Automatic Entrance Gate	x		
Lawn Trim Work		x	x
Internet Access	x		
Phone Service		x	x
Kitchen cleaning		x	
Kitchen equipment replacement (incl. pots, pans, etc.)		x	
Water Plant Maintenance	x		
Pest Control (Retreat Areas)		x	
Pest Control (Manor House)	x		
A/C Maintenance repair Manor House	x		
A/C Maint. repair (cabins, dining hall, classroom, caretakers)		x	
Equipment used in retreat center operations		x	
Fire Alarm maintenance, phone lines for fire alarm.	x		
Roof Repair / Replacement	x		
Maintenance of Retreat Center		x	
Cleaning of Cabins / Bed Sheets		x	
Cleaning of Manor House			x
Cleaning of Dining hall / Classroom		x	
Adverting for events / tours		x	
Security of Site		x	x
Inventory and Preservation of articles in Manor House			x
Educational Signs for Manor House			x
Invasive Plant Management	x		
Fallen Tree removal (Manor house)	x		
Fallen Tree removal (Retreat Areas)		x	
Plumbing Manor House	x		
Plumbing Conference Center (Including cabins)		x	
Insurance for Manor House	x		
Security System of Manor House	x		

County = Hernando County Board of County Commissioners

City =City of Brooksville

TBHS = Tampa Bay Historty Center

# EXHIBIT D

## Matrix of Responsibility

Item	County	Responsible Party	
		Property Manager	TBHC
Electricity Manor House, Maint Shed, Water Plant			
Electricity Dining Hall			
Electricity Classroom			
Electricity Cottages			
Electricity Caretaker House			
Mowing Grounds			
Automatic Entrance Gate			
Lawn Trim Work			
Internet Access			
Phone Service			
Kitchen Cleaning			
Kitchen Equipment Replacement (Over \$200.00)			
Kitchen Equipment Replacement (Under \$200.00)			
Water Plant Maintenance			
Pest Control (Retreat Areas)			
Pest Control (Manor House)			
A/C Maintenance Repair Manor House			
A/C Maint. Repair Cottages, Dining Hall, Classroom, Caretakers			
Equipment Used in retreat center operations			
Fire Alarm Maintenance, Phone Lines for Fire Alarm			
Roof Repair/ Maintenance Manor House			
Roof Repair/ Maint Cottages, Dining Hall, Classroom, Caretakers			
General Maintenance Manor House			
General Maint Cottages, Dining Hall, Classroom, Caretakers			
Cleaning of Cottages/ Bed Sheets			
Cleaning of Manor House			
Cleaning of Dining Hall/ Classroom/ Caretaker			
Advertising for Events/ Tours			
Security of Site			
Inventory and Preservation of Articles in Manor House			
Educational Signs for Manor House			
Invasive Plant Management (including signage)			
Fallen Tree Removal (Manor House)			
Fallen Tree Removal (Retreat Area)			
Plumbing Manor House			
Plumbing Cottages, Dining Hall, Classroom, Caretakers			
Insurance for Manor House			
Driveway/Road Maintenance			
Trash Removal			

County= Hernando County Board of County Commissioners

Property Manager = (Awarded Firm)

TBHC = Tampa Bay History Center



## HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter the "Licensor" or "Hernando County"), and TAMPA BAY HISTORY CENTER, a Florida 501(c)(3) non-profit corporation, whose address is 801 Water Street, Tampa, FL 33602 (hereinafter the "Licensee").

### RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, Licensee is partnering with the City of Brooksville, occupying the property and close coordination is critical for the successful operation of the whole. Licensee and City of Brooksville will develop a Memorandum of Understanding outlining the expectations of each party within ten (10) days of the execution of this Agreement and this Agreement will outline the process to coordinate special events and the usage of cabins, the conference center, and education buildings; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Licensee, which operates a regional history museum in Tampa, Florida, wishes to increase its geographic impact and expand its preservation efforts by providing curatorial and interpretive services to ensure Chinsegut Hill's history is preserved and shared with the public, with activities including cataloging, condition assessment and care for the contents of the Manor House, operating the Manor House as a house museum with regularly advertised business hours, hosting special events at Licensee's discretion and in close coordination with City of Brooksville, development of curriculum materials highlighting Chinsegut Hill's history, organizing and training of volunteer docents, and working closely with Hernando County in promoting and preserving the Chinsegut Hill Manor House; and,

WHEREAS, the Licensee desires to utilize specified portions of the Chinsegut Hill Property for the purpose of the operation (see Exhibit C) of the Manor House, (hereinafter said "use of premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the property is consistent with the Hernando County Comprehensive Plan, Zoning Ordinances, and other applicable state and federal law; or, in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, Licensee agrees to the terms and conditions of use of the Chinsegut Hill property as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensors and Licensee do hereby agree as follows:

#### SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

#### SECTION 2. PREMISES.

The Licensors hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Chinsegut Hill property described and shown on Exhibits "A" and "B", attached hereto and made a part hereof by reference (hereinafter the "Premises"). The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

#### SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on \_\_\_\_\_, 2023 and shall terminate on December 31, 2026, at 11:59 p.m., (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this License Agreement, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Licensors no less than 60 days prior to the anniversary date to renew this Agreement one (1) time for a period of two (2) years.

B. The Licensee shall be entitled to use of the building improvements shown on Exhibit "B" throughout the term of the License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired. Licensee will be notified in writing of said lease termination.

D. Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.



#### SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the following purposes, which are fully described in Exhibit "C," attached hereto and made a part hereof by reference. Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/federal laws, and local/state historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit C, without prior written consent from the County. All activities not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within sixty (60) days of the execution of this License Agreement, the Licenser and Licensee shall mutually create an inventory of all fixtures and furniture in the Manor House. The Licensee shall be responsible to maintain these assets during the term of this Agreement. Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

D. Within thirty (30) days of the execution of this License Agreement, the Licensee shall create a video documentation of the structure as a testament to its condition at the time of occupancy, a copy of which shall be provided to the Licenser.

E. Licensee will control access to the Manor House. Hernando County staff and approved contractors will advise Licensee when access is needed for inspection or repairs.

#### SECTION 5. REQUIRED PERMITS AND LICENSES

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits and/or licenses required or needed in connection with any use under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals of applicable permits and/ or licenses will render the license granted herein null and void. County staff will assist Licensee in identifying local required permits.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Licenser Hernando County, its officers, employees, and agents, harmless for administrative, civil,

and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

#### SECTION 6. LICENSE FEE; OTHER COSTS.

The Licensee shall pay the Licenser an annual fee of One Hundred Fifty Dollars (\$150) for the use of the Premises. The first-year fee is due and payable upon approval of the Agreement. The fee is then due on January 1st of each successive year of the initial term or renewal term. Payment shall be directed to Clerk of Circuit Court, Finance Department, 20 N. Main Street, Room 264, Brooksville, FL 34601, payable to the Hernando County Board of County Commissioners.

#### SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licenser in like or equal condition as existed at the commencement of the license. This obligation includes, but is not limited to, the obligation to return the premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licenser shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licenser shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. In addition, the Licenser may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to events it is hosting at the Manor House and/or Chinsegut Hill grounds. All security measures will be the responsibility of Licensee.

E. UTILITIES. The Licenser shall be responsible for the following utilities expenses gas, and cellular telephone data during the terms of this License that are for the Manor House.

F. ADDITIONAL RESPONSIBILITIES AND EXPENSES. The Licensee and Licenser agree to the matrix of responsibilities, attached as Exhibit "D" hereto and made a part hereof by reference, including legal and financial responsibility for each item.

G. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided



by a revocable permit in favor of Hernando County. This permit terminates on February 22, 2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licensor will install or connect to a water system suitable to serve the property.

H. Licensee shall provide its annual financial statement and / or audit to the Licensor for review no later than January 30<sup>th</sup> of each year of this License.

#### SECTION 8. LICENSEE ACKNOWLEDGMENT.

A. The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Manor House, Conference Center, Dining Hall, Cottages, Classroom, Caretaker's Residence, and related facilities (support buildings, etc.) as set out in Exhibits "A" and "B."

#### SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

##### A. INDEMNITY.

To the fullest extent permitted by Florida law, the Licensee covenants and agrees that it will defend, indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Licensee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Licensee nor any of its subcontractors or assignees will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as consent by the County or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

##### B. PROTECTION OF PERSONS AND PROPERTY

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

##### C. MINIMUM INSURANCE REQUIREMENTS

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

**GENERAL LIABILITY:** Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for

personal injury and/or bodily injury, including death. COVERAGE AS FOLLOWS:

EACH OCCURRENCE GENERAL AGGREGATE	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PERSONAL/ADVERTISING INJURY	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of

FIRE DAMAGE (any one (1) fire)	\$50,000
MEDICAL EXPENSE (any one (1) person)	\$5,000

**ADDITIONAL INSURED:** Licensee agrees to endorse Hernando County as an additional insured on the Commercial General Liability. The additional insured shall read, "Hernando County Board of County Commissioners." Proof of Endorsement is required.

**WAIVER OF SUBROGATION:** Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

**EXCESS/UMBRELLA LIABILITY:** Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000.

**LIQUOR LIABILITY:** Licensee shall provide proof of host liquor liability coverage with minimum limits of \$1,000,000.

Licensee shall require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability

**WORKERS' COMPENSATION:** As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY	Minimum \$100,00 each accident \$100,000 \$500,000 policy limit



**SUBCONTRACTORS (IF APPLICABLE):** Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within Section 9 of this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.**

The Certificate Holder shall read:

Hernando County Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.

3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

#### SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Chinsegut facilities, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations. If necessary, the Licensor may act as a conduit for these funds should they only be available to public entities.

#### SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

#### SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally- recognized overnight courier (such as UPS, overnight mail, or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

Tampa Bay History Center  
c/o C.J. Roberts, CEO  
801 Old Water Street  
Tampa, FL 33602

In the case of notice or communication to the Licensor:

Hernando County  
c/o County Administrator  
15470 Flight Path Drive  
Brooksville, FL 34604

#### SECTION 13. PUBLIC RECORDS.

Public Records 6 To allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with Agreement, subject to the provisions of Chapter 119, F.S. Licensee's noncompliance herewith shall be a material breach of this Agreement.

#### SECTION 14. AMENDMENT/MODIFICATION.

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

#### SECTION 15. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be terminated.

#### SECTION 16. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject



matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the agreement hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licenser and the Licensee.

SECTION 18. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent they are contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 19. VENUE; ATTORNEY FEES.

Any dispute, claim, or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the Licenser and the Licensee have caused this Amendment to License Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

WITNESSES:

Signature: Nancy Pesce  
Print Name: Nancy Pesce

Signature: RB  
Print Name: Ryan Brech

ATTEST

Doug Chorvat, Jr.  
Clerk of Circuit Court & Comptroller



LICENSEE

CR 01.18.24  
Tampa Bay History Center Date

LICENSOR

Board of County Commissioners Hernando  
County, Florida

EN 2-13-2024  
Elizabeth Narverud Date  
Chairwoman

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office



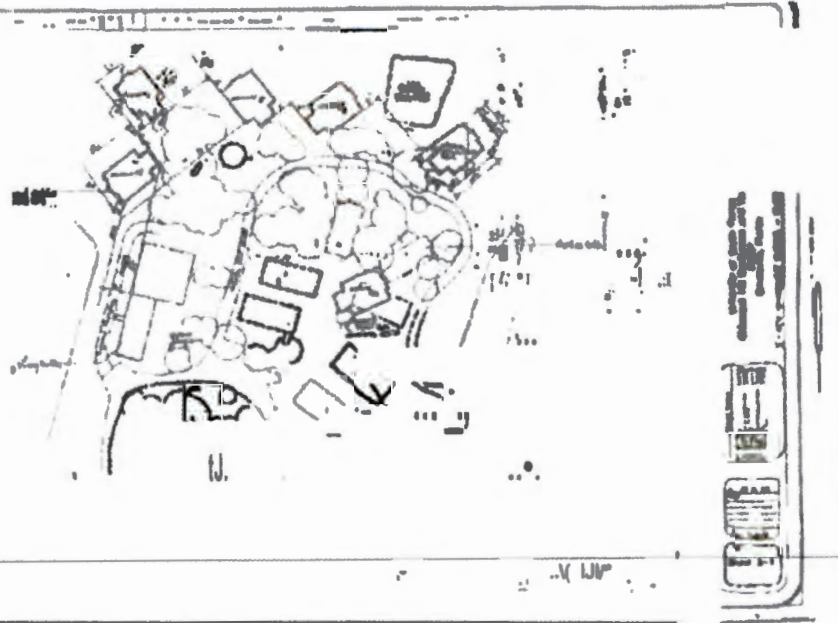
Plan



Exhibit "A" Manor House Site Plan

Exhibit B

Conference Center Site Plan





## **EXHIBIT C**

### **EVENTS/ACTIVITIES**

- \* Manor House tours
- \* Weddings and associated activities
- \* Catering
- \* Breakfasts, lunches, and dinners
- \* Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
- \* Trainings/conferences
- \* Gift shop/museum
- \* Photography and artist events
- \* Interpretive and educational programs
- \* Collaborative events planned in conjunction with City of Brooksville

*\*Per State Fire Marshal: Third Floor of Manor House not to be used for occupancy and tours. Allowable usage restricted to storage.*



## EXHIBIT D

Item	Responsible Party		
	County	City	TBHC
Electricity Manor House, Maint. Shed, Water Plant	x		
Electricity (Retreat Areas)		x	
Mowing Grounds		x	
Automatic Entrance Gate	x		
Lawn Trim Work		x	
Internet Access	x		
Phone Service		x	x
Kitchen cleaning		x	
Kitchen equipment replacement (incl. pots, pans, etc.)		x	
Water Plant Maintenance	x		
Pest Control (Retreat Areas)		x	
Pest Control (Manor House)	x		
A/C Maintenance repair Manor House	x		
A/C Maint. repair (cabins, dining hall, classroom, caretakers)		x	
Equipment used in retreat center operations		x	
Fire Alarm maintenance, phone lines for fire alarm.	x		
Roof Repair/ Replacement	x		
Maintenance of Retreat Center		x	
Cleaning of Cabins/ Bed Sheets		x	
Cleaning of Manor House			x
Cleaning of Dining hall/ Classroom		x	
Adverting for events/ tours		x	
Security of Site		x	x
Inventory and Preservation of articles in Manor House			x
Educational Signs for Manor House			x
Invasive Plant Management	x		
Fallen Tree removal (Manor house)	x		
Fallen Tree removal (Retreat Areas)		x	
Plumbing Manor House	x		
Plumbing Conference Center (Including cabins)		x	
Insurance for Manor House	x		
Security System of Manor House	x		

County= Hernando County Board of County Commissioners

City =City of Brooksville

TBHS = Tampa Bay History Center

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

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LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28<sup>th</sup> day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.



6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved.

However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible.

No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted

and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior



written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer

to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.



19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners  
c/o Contract Manager  
20 North Main Street, Room 263  
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall



mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,

Page 8 of 16  
Lease No. 4715

production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida



Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.
36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.



IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Diane Rogowski  
Witness  
DIANE ROGOWSKI  
Print/Type Name

By: Cheryl C. McCall (SEAL)  
Cheryl C. McCall, BUREAU CHIEF  
BUREAU OF PUBLIC LAND  
ADMINISTRATION,  
DIVISION OF STATE LANDS,  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

Keith Clayton  
Witness  
Keith Clayton  
Print/Type Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of June, 2013, by Cheryl C. McCall, Bureau Chief,  
Bureau of Public Land Administration, Division of State Lands, State  
of Florida Department of Environmental Protection, as agent for and on  
behalf of the Board of Trustees of the Internal Improvement Trust Fund  
of the State of Florida. She is personally known to me.

Keith Clayton  
Notary Public, State of Florida  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality  
By: [Signature]  
DEP Attorney



Tina B. Duenninger  
Witness  
TINA B. DUENNINGER  
Print/Type Name  
Jenine Wimer  
Witness  
Jenine Wimer  
Print/Type Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney's Office

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30  
day of May, 2013, by Leonard Sossamon and  
Don Barbee, Jr., as County Administrator  
and Clerk of Circuit Court respectively, on behalf of the  
Board of County Commissioners of Hernando County, Florida. They are  
personally known to me.

Jenine Wimer  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



JENINE WIMER  
MY COMMISSION # DD 998897  
EXPIRES: July 8, 2014  
Bonded Thru Budget Notary Services

HERNANDO COUNTY, FLORIDA  
by its Board of County Commissioners

By: [Signature]

David Russell, Jr.

Title: \_\_\_\_\_

(OFFICIAL SEAL)

[Signature]  
COUNTY ADMINISTRATOR

ATTEST: [Signature]  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Hernando County

"LESSEE"



## LEGAL DESCRIPTION OF THE LEASED PREMISES

Exhibit A

known as the Chinsegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$  of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'41"W, along the north line of said Sec. 36, a distance of 2647.06' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°49'51"E, a distance of 285.25' thence S 76°40'11"E, a distance of 323.09', thence S 14°51'31"E a distance of 403.90' thence S 17°46'08"E a distance of 627.47' to a point 50' NE of the Center Line of Chinsegut Hill Road; thence N 74°02'50"E, a distance of 57.67', to a point; thence S 17°46'08"E a distance of 120 feet, thence S 3°05'47"E, a distance of 105.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chinsegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chinsegut Hill Road, along the following curves, courses and distances; thence southeasterly along the curve whose radius is 237.07',  $r=60^\circ 51' 43"$ ,  $\tan 162.51'$  and long chord is S 37°31'38"E, 268.09', an arc distance of 284.72', to the P.T. of said curve; thence S 71°57'30"E, a distance of 98', to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 563.63',  $r=10^\circ 53' 20"$ ,  $\tan 53.72'$  and long chord is S 77°24'10"E, 106.96', an arc distance of 107.12', to the P.T. of said curve, thence S 82°50'50"E, a distance of 71.85', to the P.C. of a curve, concave to the northwest, thence northeasterly along the curve whose radius is 441.71',  $r=31^\circ 20' 50"$ ,  $\tan 123.94'$  and long chord is N 81°28'45", E 238.66' an arc distance of 241.66' to the P.T. of said curve thence N 65°48'20"E, a distance of 200' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 280.73',  $r=39^\circ 09'$ ,  $\tan 99.83'$  and long chord is N 85°17'50"E, 108.11', an arc distance of 191.82' to the P.T. of said curve, thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 419.62',  $r=40^\circ 21'$ ,  $\tan 154.18'$  and long chord is S 54°52'10"E, 289.44' an arc distance of 295.51' to the P.T. of said curve, thence S 14°41'40"E, a distance of 114.91' to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 341.81',  $r=39^\circ 21' 10"$ ,  $\tan 122.23'$  and long chord is S 54°22'15"E, 230.18' an arc distance of 234.77' to the P.T. of said curve, thence S 74°02'50"E a distance of 127.89' to a point on the westerly r/w line of state road 581; thence N 0°16'25"E along the said westerly r/w of state road 581 a distance of 2629.40' thence N 89°25'41"W, a distance of 25' to the point of beginning.

EXHIBIT "A"  
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LEASE NO. 4715



LESS AND EXCEPT:

- (1) A 25-ft. right-of-way across the property reserved to the Grantor with all appropriate rights of access thereto by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21N, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way of State Road 581 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°51'49"W 68.79 feet, thence N 70°33'11"W 351.66 feet, thence N 53°14'56"W 274.81 feet, thence S 84°47'40"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°53'43"W 105.19 feet, thence S 56°45'51"W 117.19 feet, thence S 53°08'34"W 144.88 feet, thence S 17°23'55"W 81.13 feet, thence S 68°10'25"W 214.32 feet terminating at a point located S 17°46'08"E 48 feet from a property corner in the Government

property line.

- (2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access thereto by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21N, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 581 a distance of 813.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House Tract N 80°06'11"W 835.90 feet to a P.I., thence N 89°18'15"W, 1086.07 feet to a P.I., thence S 48°51'35"W 228.79 feet to a point which is N 7°06'56"W 53.12 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Associates of Brooksville revised, 10/31/61), thence S 3°59'47"E 52.14 feet to its point of intersection with the surveyed property line which has a bearing of S 76°40'13"E to the above-referenced property corner.

BSM APPROVED  
By PL Date 9/10/64

EXHIBIT "A"  
PAGE 16 OF 16 PAGES  
LEASE NO. 4715

This Sublease was prepared by:  
Victoria F. Thompson,  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
*ACTION I.D. #27649*  
OAS1  
[0.04 acres]

**HERNANDO COUNTY**

**SUBLEASE AGREEMENT**

Sublease Number 4715-001

THIS SUBLEASE AGREEMENT, is made and entered into this *27th* day of *June* 2016, between  
HERNANDO COUNTY, hereinafter referred to as "SUBLESSOR" and STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, hereinafter referred to "SUBLESSEE."

**WITNESSETH**

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises  
to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Chinsegut Hill Conference Center and Manor House under TRUSTEES' Lease Number 4715.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of five years (5) years commencing on June 1, 2013, and ending on May 31, 2018, unless sooner terminated pursuant to the provisions of this sublease. SUBLESSEE is hereby granted the option to renew this sublease for three additional five-year terms provided that notice of exercise of said options is given by SUBLESSEE to SUBLESSOR at least thirty (30) days prior to the expiration of the current sublease term. SUBLESSEE'S option to renew is contingent upon SUBLESSOR exercising its right to renew TRUSTEES' Lease Number 4715.



4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of ~~establishment and operation~~ <sup>CM</sup> of a communications tower, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.

5. **CONFORMITY:** This sublease shall conform to all terms and conditions of TRUSTEES' Lease Number 4715 between the TRUSTEES and SUBLESSOR, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Land Use Plan prepared under this sublease shall identify



management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

8. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION:** TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF EQUIPMENT:** All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

12. **LIABILITY:** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.



13. **PAYMENT OF TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.
14. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.
15. **TIME:** Time is expressly declared to be of the essence of this sublease.
16. **NON-DISCRIMINATION:** As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.
17. **UTILITY FEES:** SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
18. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.
19. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.
20. **CONDITION OF PROPERTY:** SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no



responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. **NOTICES:** All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Hernando County Board of County Commissioners  
c/o Contract Manager  
20 North Main Street, Room 263  
Brooksville, Florida 34601

SUBLESSEE: State of Florida Department of Transportation  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612-6403

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund  
c/o State of Florida Department of Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard, M.S. 130  
Tallahassee, Florida 32399-3000

22. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States



Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. **ENVIRONMENTAL AUDIT:** At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises.



Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. **CONDITIONS AND COVENANTS:** All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



31. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
33. **SUBSUBLEASES:** This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. **MAINTENANCE OF IMPROVEMENTS:** SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
35. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
36. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.
37. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.
38. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.
39. **ADMINISTRATIVE FEE:** SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days

from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. **SPECIAL CONDITIONS:** SUBLESSEE further covenants and agrees to permit SUBLESSOR to:

(a) Utilize the existing communication tower (or any replacement tower) space at or near the 170-foot level for mounting of antennas for SUBLESSOR'S benefit.

(b) Have access to interconnect with SUBLESSEE'S AC power.

(c) Have access to the subleased premises and the communications tower to utilize rights reserved by this section.



IN WITNESS WHEREOF, the parties have caused this sublease agreement to be executed on the day and year first above written.

HERNANDO COUNTY, FLORIDA  
By its Board of County Commissioners

By: James E. Adkins (SEAL)

James E. Adkins  
Print/Type Name

Title: Chairman

(Official Seal)

Attest: Donald Berbee Jr

Donald Berbee Jr  
Print/Type Name

Title: 6/2/16

"SUBLESSOR"



Tina B. Duenninger  
Witness

TINA B. DUENNINGER  
Print/Type Witness Name

Angela Coen-Serje  
Witness

Angela Gazaton-Serje  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 2nd day of JUNE 2016, by James E. Adkins and \_\_\_\_\_ as Chairman and \_\_\_\_\_, respectively, on behalf of the Board of County Commissioners of Hernando County, Florida. They are personally known to me or produced \_\_\_\_\_ as identification.

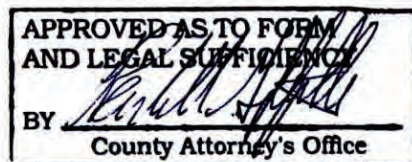


Mary E. Spencer  
Notary Public, State of Florida

Mary E. Spencer  
Print/Type Notary Name

Commission Number: FF 182790

Commission Expires: march 31, 2019



STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

Kristen E. Carson

Witness

Kristen E. Carson  
Print/Type Witness Name

David R. Botello

Witness

David R. Botello  
Print/Type Witness Name

By:

Paul J. Steinman  
Type/Print Name

Title: District Seven Secretary

"SUBLESSEE"



STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of March, 2016, by Paul J. Steinman, as DT Secretary of State of Florida Department of Transportation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Maria L. Aloyo  
Notary Public, State of Florida

Maria L. Aloyo  
Print/Type Notary Name

Commission Number:  
Commission Expires:



Consented to by the TRUSTEES on 29th day of June, 2016.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA

By: Cheryl C. McCall

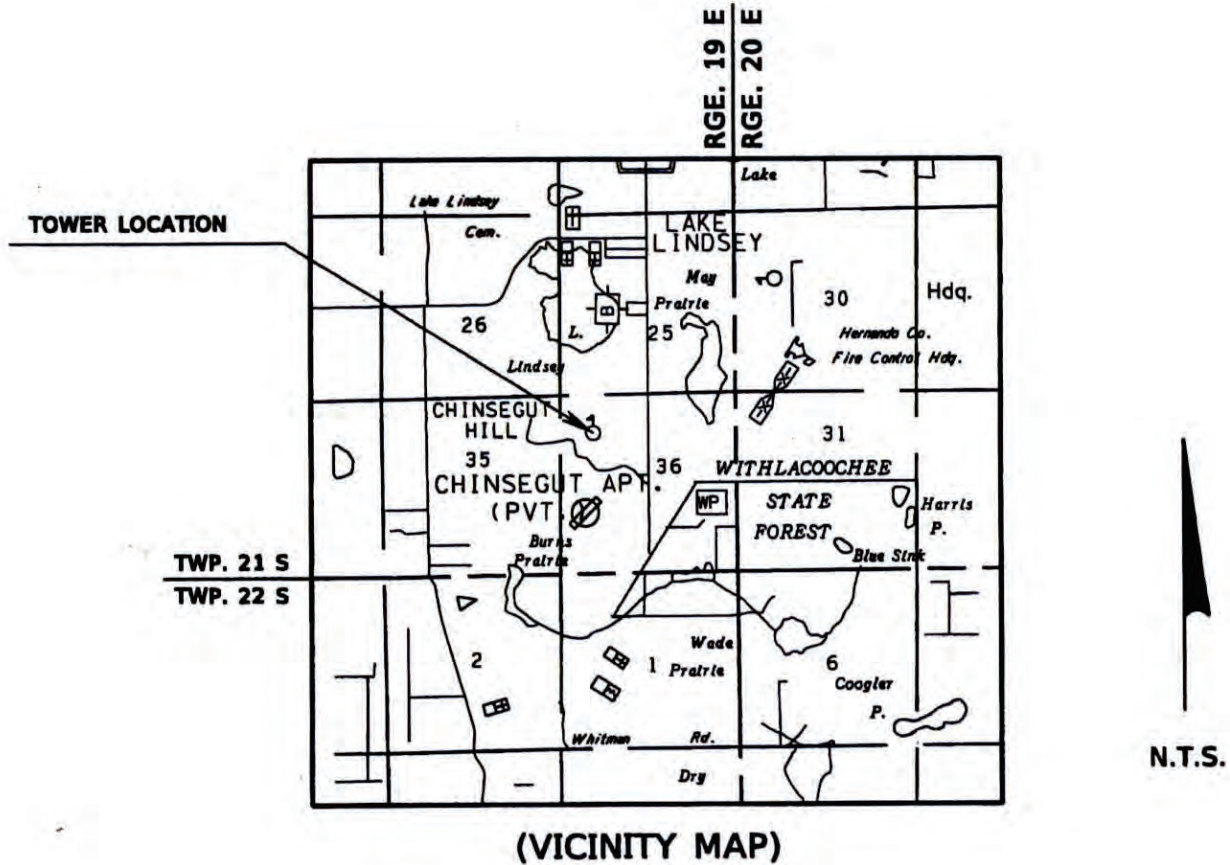
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

APPROVED SUBJECT TO PROPER EXECUTION

By: Jaime H. Huerfano  
DEP Attorney



# PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL



## FLORIDA DEPARTMENT OF TRANSPORTATION LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A

HERNANDO COUNTY

BY S NEMETH

DATE 08/21/15

PREPARED BY:  
VOLKERT, INC.

DATA SOURCE:  
F.B. 003613

CHECKED J STUKEY

DATE 08/26/15

F.P. NO. 254539 1

SECTION N/A

SHEET 1 OF 4

REVISION

BY

DATE



# PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL

## GENERAL NOTES

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST 0902 ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF N 89°28'14" E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.
2. THIS LEASE PARCEL SKETCH IS SUPPORTED BY A SURVEY DATED DECEMBER 11, 2014, AS SHOWN IN FIELD BOOK 003613, PREPARED UNDER THE RESPONSIBLE CHARGE OF WILLIAM H. FULGHUM, FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 4993. THIS FIELD BOOK IS FILED OF RECORD IN THE DISTRICT 7 SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE IN TAMPA, FLORIDA.
3. ALL DISTANCES AND BEARINGS HAVE BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT UNLESS NOTED OTHERWISE.
4. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE DUE TO REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. OWNER = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (T.I.I.T.F.)
6. AREA OF LEASE PARCEL = 1736 SQUARE FEET.

THIS SKETCH AND DESCRIPTION WAS PREPARED BY:  
VOLKERT, INC. - LB 4641  
3501 SOUTH MAIN STREET, SUITE 2  
GAINESVILLE, FLORIDA 32601  
(352) 372-9594

## LEGEND

CONC. = CONCRETE  
COR. = COR.  
DIA. = DIAMETER  
E = EASTING (X COORDINATE VALUE)  
F.B. = FIELD BOOK  
F.C.M. = FOUND CONCRETE MONUMENT  
F.I.P. = FOUND IRON PIPE  
F.P. = FINANCIAL PROJECT  
ID = IDENTIFICATION  
INC. = INCORPORATED  
LB = LICENSED BUSINESS  
N = NORTHING (Y COORDINATE VALUE)  
N/A = NOT APPLICABLE  
NO. = NUMBER  
N.T.S. = NOT TO SCALE  
O.R.B. = OFFICIAL RECORDS BOOK  
RGE. = RANGE  
SEC. = SECTION  
S.F. = SQUARE FEET  
TWP. = TOWNSHIP  
USDA = UNITED STATES DEPARTMENT OF AGRICULTURE  
W/ = WITH  
WPIS = WORK PROGRAM ITEM SEGMENT

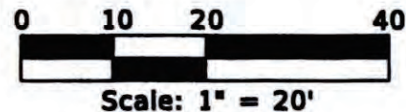
## TOPOGRAPHY LEGEND

—x— = CHAIN LINK FENCE (6')  
W/ 3 STRANDS OF BARBED WIRE  
--- = ELECTRICAL SERVICE BOX  
▽ = GENERATOR (2.3' X 3.8')  
-o- = POWER POLE  
□ = PROPANE TANK  
-o- = TELEPHONE POLE  
□ = TOWER SUPPORTS (2.2' DIA.)

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				LEASE PARCEL SKETCH - NOT A SURVEY			
				STATE ROAD NO. N/A		HERNANDO COUNTY	
				BY		DATE	
				DRAWN S NEMETH		08/21/15	
				CHECKED J STUKEY		08/26/15	
				PREPARED BY: VOLKERT, INC.		DATA SOURCE: F.B. 003613	
REVISION		BY		DATE		F.P. NO. 254539 1	
						SECTION N/A	
						SHEET 2 OF 4	



**SW 1/4**  
**SECTION 25**



F.I.P. 2", NO ID  
NW COR. SEC. 36  
N = 1,559,053.39  
E = 538,173.94

F.C.M. 3" DIA.  
W/ ALUMINUM DISK  
USDA BIOLOGICAL SURVEY  
N 1/4 COR. SEC. 36

**NW 1/4**

**- 25' FLORIDA POWER CORPORATION  
POWER DISTRIBUTION LINE  
RIGHT OF WAY  
AS DESCRIBED IN O.R.B. 313, PG. 300**

## POINT OF BEGINNING

12.6' SOUTH LINE OF  
EASEMENT TO P.O.B.

- AREA WITHIN FENCE  
IS STONE

**UNPLATTED**

**UNPLATTED**

**CHAIN LINK FENCE  
ENCLOSURE IS THE LEASE  
PARCEL BOUNDARY**

**CHINSEGUT TOWER  
LEASE PARCEL  
CONTAINS 1736 S.F.**

6' CHAIN LINK FENCE  
W/ 3 STRANDS  
BARBED WIRE

**SEE SHEET 2 OF 4 FOR LEGENDS AND GENERAL NOTES**

**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**LEASE PARCEL SKETCH - NOT A SURVEY**

STATE ROAD NO. N/A

**HERNANDO COUNTY**

BY	DATE
NEMETH	08/21/15

PREPARED BY:  
VOLKERT, INC.

DATA SOURCE:  
F.B. 003613

F.P. NO. 254539 1

**SECTION N/A**

**SHEET 3 OF 4**

## REVISION

BY

DATE \_\_\_\_\_

J. STUKEY

08/26/15



WPIS 254539 1

STATE ROAD N/A

HERNANDO COUNTY

DESCRIPTION

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND


CHINSEGUT TOWER LEASE PARCEL

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°28'14" EAST, 1,112.78 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°31'46" EAST, 701.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°53'17" EAST, 47.61 FEET; THENCE SOUTH 49°48'05" WEST, 37.68 FEET; THENCE NORTH 30°04'22" WEST, 46.75 FEET; THENCE NORTH 48°19'18" EAST, 37.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,736 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PERFORMED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
JOSEPH C. STUKEY  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514  
VOLKERT, INC. - LB 4641  
3501 SOUTH MAIN STREET, SUITE 2  
GAINESVILLE, FLORIDA 32601  
PHONE: (352) 372-9594

08/20/2015

## FLORIDA DEPARTMENT OF TRANSPORTATION

## LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A

HERNANDO COUNTY

BY DATE

PREPARED BY:

DATA SOURCE:

DRAWN S NEMETH 08/21/15

VOLKERT, INC.

F.B. 003613

CHECKED J STUKEY 08/26/15

F.P. NO. 254539 1

SECTION N/A

SHEET 4 OF 4

EXHIBIT 'B'

CALL

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28<sup>th</sup> day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE,"

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chissegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.



6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 233.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible. No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted



and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior

*Need DEP's  
written approval  
for any sublease*

written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer



to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.



19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners  
c/o Contract Manager  
20 North Main Street, Room 263  
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall



mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,



production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida.

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2) (h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 257, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.



33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.

Maintenance

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.



39. SPECIAL CONDITIONS: The following special conditions shall apply  
to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Diane Roguski  
Witness  
DIANE ROGUSKI  
Print/Type Name

By: Cheryl C. McCall (SEAL)  
Cheryl C. McCall, BUREAU CHIEF  
BUREAU OF PUBLIC LAND  
ADMINISTRATION,  
DIVISION OF STATE LANDS,  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

Keith Clayton  
Witness  
Keith Clayton  
Print/Type Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23<sup>rd</sup>  
day of June, 2013, by Cheryl C. McCall, Bureau Chief,  
Bureau of Public Land Administration, Division of State Lands, State  
of Florida Department of Environmental Protection, as agent for and on  
behalf of the Board of Trustees of the Internal Improvement Trust Fund  
of the State of Florida. She is personally known to me.

Keith Clayton  
Notary Public, State of Florida  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]  
DEP Attorney



Tina B. Wenzinger  
Witness  
TINA B. WENZINGER  
Print/Type Name  
Denise Wimer  
Witness  
Denise Wimer  
Print/Type Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30  
day of May, 2013, by Leonard Sossamon and  
Don Barber, Jr. as County Administrator  
and Clerk of Circuit Court respectively, on behalf of the  
Board of County Commissioners of Hernando County, Florida. They are  
personally known to me.

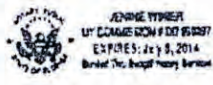
HERNANDO COUNTY, FLORIDA  
by its Board of County Commissioners

By: [Signature]  
David Russell  
Title: \_\_\_\_\_

(OFFICIAL SEAL)  
[Signature]  
COUNTY ADMINISTRATOR  
ATTEST: [Signature]  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Hernando County  
"LESSEE"



Denise Wimer  
Notary Public, State of Florida  
Print/Type Notary Name  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_





# EXHIBIT "A"

## LEGAL DESCRIPTION OF THE LEASED PREMISES

### EXHIBIT A

known as the Chissegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW 1/4 of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'47"W, along the north line of said Sec. 36, a distance of 2647.86' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°44'51"W, a distance of 285.25' thence S 76°40'11"E, a distance of 223.09', thence S 14°52'31"E a distance of 403.00' thence S 17°46'08"E a distance of 627.47' to a point 50' NW of the Center Line of Chissegut Hill Road; thence S 14°42'50"E, a distance of 57.67', to a point; thence

S 17°46'08"E a distance of 120 feet, thence S 1°05'47"E, a distance of 183.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chissegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chissegut Hill Road, along the following curves, courses and distances: thence southeasterly along the curve whose radius is 217.07',  $\Delta$  50°51'43",  $\Delta$  162.51' and long chord is S 17°41'30"E, 268.09', an arc distance of 204.72', to the P.T. of said curve; thence S 71°57'30"E, a distance of 50', to the P.C. of a curve, concave to the northeast, thence southeasterly along the curve whose radius is 563.63',  $\Delta$  10°53'20",  $\Delta$  53.77' and long chord is S 71°24'10"E, 106.96', an arc distance of 107.12', to the P.T. of said curve, thence S 02°50'50"E, a distance of 71.82', to the P.C. of a curve, concave to the northwest, thence northeasterly along the curve whose radius is 181.71',  $\Delta$  11°50'50",  $\Delta$  121.94' and long chord is N 01°20'43",  $\Delta$  218.66' an arc distance of 241.66' to the P.T. of said curve thence N 02°48'28"E, a distance of 200' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 208.71',  $\Delta$  13°09'50",  $\Delta$  99.83' and long chord is N 05°17'30"E, 108.11', an arc distance of 191.82' to the P.T. of said curve, thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 418.62',  $\Delta$  40°21'10",  $\Delta$  134.18' and long chord is S 54°52'10"E, 289.44' an arc distance of 295.51' to the P.T. of said curve, thence S 14°41'40"E, a distance of 114.91' to the P.C. of a curve, concave to the northeast, thence southeasterly along the curve whose radius is 341.81',  $\Delta$  13°21'10",  $\Delta$  122.71' and long chord is S 54°22'15"E, 230.18' an arc distance of 234.77' to the P.T. of said curve, thence S 74°02'50"E a distance of 177.89' to a point on the westerly r/v line of state road 581; thence S 0°16'25"E along the said westerly r/v of state road 581 a distance of 2629.48' thence N 09°25'41"W, a distance of 25' to the point of beginning.

EXHIBIT "A"  
PAGE 13 OF 16 PAGES  
LEASE NO. 4718

LESS AND EXCEPT:

- (1) A 25-ft. right-of-way across the property reserved to the grantor with all appropriate rights of access therein by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21N, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 501 (Lake Lindsey Road), thence N 0°36'25"W along the said westerly right-of-way line of State Road 501 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°31'49"W 60.79 feet, thence N 78°11'11"W 391.86 feet, thence N 73°14'44"W 274.81 feet, thence S 84°47'40"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°53'41"W 125.19 feet, thence S 56°45'51"W 117.19 feet, thence S 51°08'34"W 144.88 feet, thence S 17°23'55"W 81.13 feet, thence S 84°10'35"W 214.22 feet terminating at a point located S 17°46'08"E 48 feet from a property corner in the Government

property line,

- (2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access therein by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northwest corner of the northwest one-quarter of Sec. 36, T21N, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 501 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 501 a distance of 113.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House tract N 80°06'11"W 515.50 feet to a P.I., thence N 89°18'13"W, 1006.07 feet to a P.I., thence S 48°31'35"W 228.79 feet to a point which is N 70°56'56"W 53.17 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Association of Brooksville revised, 10/11/61), thence S 10°55'47"E 47.14 feet to its point of intersection with the survey property line which has a bearing of S 74°40'13"E to the above-referenced property corner.

BEH APPROVED

By Ed Date 9/12/61

EXHIBIT "A"  
PAGE 16 OF 16 PAGES  
LEASE NO. 4715

## Naftzinger, Shari

---

**From:** Stockwell, Connie  
**Sent:** Wednesday, June 5, 2019 3:51 PM  
**To:** Naftzinger, Shari  
**Subject:** FW: Sublease 4715-001 Action 27649 27649CPO (1).pdf  
**Attachments:** 27649CPO (1).pdf

*Chinsegut Lower Lease Parcel*

Here you are.

*-----Thank you*

*Connie*

**From:** Sircy, Jay  
**Sent:** Wednesday, June 5, 2019 3:49 PM  
**To:** Stockwell, Connie <Connie.Stockwell@dep.state.fl.us>  
**Cc:** Richardson, Brad <Brad.Richardson@FloridaDEP.gov>  
**Subject:** Sublease 4715-001 Action 27649 27649CPO (1).pdf

Hello Connie,

Please see attached copy of Sublease for your records.

Thanks,

Jay Sircy

RECEIVED  
JUN 05 2019  
TITLE & LAND RECORDS  
SURVEY & MAPPING



This instrument prepared by:

**Jay Sircy**

Department of Environmental Protection

Bureau of Public Administration

Division of State Lands

3900 Commonwealth Blvd. MS 130

Tallahassee, Florida 32399-3000

AID# 36151

RECEIVED

DEC 05 2017

TITLE & LAND RECORDS  
SURVEY & MAPPING

ATL1

[ 0 acres +/-]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA**

**AMENDMENT NUMBER ONE TO LEASE NUMBER 4715**

THIS LEASE AMENDMENT is entered into this 28<sup>th</sup> day of November, 2017, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **HERNANDO COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as "LESSEE";

WITNESSETH:

**WHEREAS**, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

**WHEREAS**, on May 28, 2013, LESSOR and LESSEE entered into Lease Number 4715 (the "lease"); and

**WHEREAS**, LESSOR and LESSEE desire to amend and replace the language of paragraph three of the lease.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The language of paragraph 3. within the lease is hereby revised, replaced and superseded by the following:
  3. TERM: The term of this lease shall be for a period of fifty years commencing on June 1, 2013, and ending on May 31, 2063, unless sooner terminated pursuant to the provisions of this lease.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4715, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number One to Lease Number 4715 is hereby binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

**WITNESSES:**

David Lee Fewell  
Original Signature

DAVE FEWELL  
Print/Type Name of Witness

TERRI D. GROSS  
Original Signature

TERRI D. GROSS  
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA**

(SEAL)

BY: Cheryl C. McCall  
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"LESSOR"

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of NOVEMBER, 2017, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 10-10-2017  
DEP Attorney Date

David Lee Fewell  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.





Tina B. Duenninger  
Witness

TINA B. DUENNINGER  
Print/Type Witness Name

Darlene M. Christensen  
Witness

Darlene M. Christensen  
Print/Type Witness Name

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November 2017 by Wayne Dukes and Donald C. Barbee, Jr., as Chairman of the Hernando County Board of County Commissioners and Clerk of Circuit Court, respectively, on behalf of Hernando County, a political subdivision of the State of Florida. They are personally known to me.

and  
\* Marguerite Lente as  
deputy clerk

DMC

Darlene M. Christensen  
Notary Public, State of Florida

Darlene M. Christensen  
Print/Type Notary Name

Commission Number:

Commission Expires:



DARLENE M. CHRISTENSEN  
MY COMMISSION # GG 003626  
EXPIRES: June 19, 2020  
Bonded Thru Budget Notary Services

**HERNANDO COUNTY, a political subdivision of the State  
of Florida**

**By its Board of County Commissioners**

By: Wayne Dukes (SEAL)  
Wayne Dukes, Chairman

ATTEST: Marguerite Lente, Deputy Clerk  
Donald C. Barbee, Jr., Clerk of the Court  
"LESSEE"



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office



## FOR INFORMATION PURPOSES

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

### LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28<sup>th</sup> day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

This Sublease was prepared by:

**Brad Richardson**

Bureau of Public Land Administration

Division of State Lands

Department of Environmental Protection, MS 130

3900 Commonwealth Boulevard,

Tallahassee, Florida 32399-3000

AID# 39617

SAS1

[ 0.04 acres (+/-) ]

**HERNANDO COUNTY**

**SUBLEASE AGREEMENT**

**Sublease Number 4715-002**

THIS SUBLEASE AGREEMENT, is made and entered into this 9<sup>th</sup> day of JUNE 2020 between the **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSOR" and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to "SUBLESSEE."

**WITNESSETH:**

In consideration of covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number 4715.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the County of **Hernando**, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises."
3. **TERM:** The term of this sublease shall commence on JUNE 9<sup>th</sup>, 2020 and end on May 31, 2063, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the operation and maintenance of a communication tower, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 17 of this sublease.



5. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
6. **CONFORMITY:** This sublease shall conform to all terms and conditions of that TRUSTEES' Lease Number 4715, as emended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
7. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.
8. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents shall have the right at any time to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.
9. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.
10. **INSURANCE REQUIREMENTS:** SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.



11. **LIABILITY**: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
12. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.
13. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
14. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
15. **ENVIRONMENTAL AUDIT**: At SUBLESSOR's discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.
16. **SURRENDER OF PREMISES**: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, written notification shall be made to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the subleased premises. Notification shall include a legal



description, the lease number, and this sublease number and an explanation of the release. The release shall only be valid if approved by the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed with the same formality as this sublease. Upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any buildings on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 21 and 22 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this lease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. SUBLESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this lease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land



Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10 ) years from the execution date of the lease.

18. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by the TRUSTEES and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

19. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

20. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to the SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

21. **UTILITY FEES:** SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, telephone, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

22. **MAINTENANCE:** SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

23. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

24. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty



days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

25. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

26. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

27. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

28. **CONDITIONS AND COVENANTS:** All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

29. **TIME:** Time is expressly declared to be of the essence of this sublease.

30. **NOTICES:** All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Hernando County Board of County Commissioners  
c/o Contract Manager  
20 North Main Street, Room 263  
Brooksville, Florida 34601



SUBLESSEE: State of Florida Department of Transportation  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612-6403

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund  
c/o State of Florida Department of Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard, M.S. 130  
Tallahassee, Florida 32399-3000

31. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals, or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE's failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE's such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this sublease. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal



law, ordinance, code, rule, regulation, order, or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

32. **PAYMENT OF TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises during the effective period of this sublease.

33. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the TRUSTEES or SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES or SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to Chapter 119, Florida Statutes.

34. **NON-DISCRIMINATION:** SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

35. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

37. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this sublease or any provisions thereof.

*[Remainder of page intentionally left blank; Signature page follows]*



IN WITNESS WHEREOF, the parties have caused this Sublease Agreement to be executed on the day and year first above written.

WITNESSES:

Tina B. Drumming  
Original Signature

TINA B. DRUMMING  
Print/Type Name of Witness

Colleen Conko  
Original Signature

Colleen Conko  
Print/Type Name of Witness

HERNANDO COUNTY, FLORIDA,  
By its Board of County Commissioners

BY: [Signature]  
John Mitten, Chairman

(SEAL)

"SUBLESSOR"

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 26th day of MAY, 2020 by John Mitten, as Chairman of the Hernando County Board of County Commissioners, for and on behalf of Hernando County, Florida, a political subdivision of the State of Florida. He is personally known to me.

Kristine Dale  
Notary Public, State of Florida

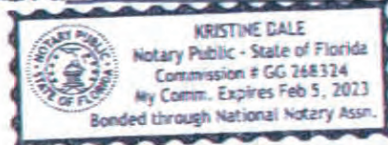
KRISTINE DALE  
Printed, Typed or Stamped Name

My Commission Expires:

2/5/2023  
Commission/Serial No.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney's Office



STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

Kristen E. Carson  
Witness

Kristen E. Carson  
Print/Type Witness Name

[Signature]  
Witness

David R. Botello  
Print/Type Witness Name

By: [Signature] (SEAL)  
David Gwynn, District Seven Secretary

[Signature]  
FDOT Attorney

"SUBLESSOR"

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

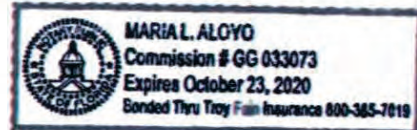
The foregoing instrument was acknowledged before me this 8th day of October, 2019, by David Gwynn, as District Seven Secretary, for and on behalf of State of Florida Department of Transportation, District Seven. He is personally known to me.

[Signature]  
Notary Public, State of Florida

Maria L. Aloyo  
Print/Type Notary Name

Commission Number:

Commission Expires:



Consented to by the TRUSTEES on 9<sup>th</sup> day of June, 2020  
~~2019~~

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA**

By: 

Brad Richardson, Senior Management Analyst  
Supervisor, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of  
the Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida

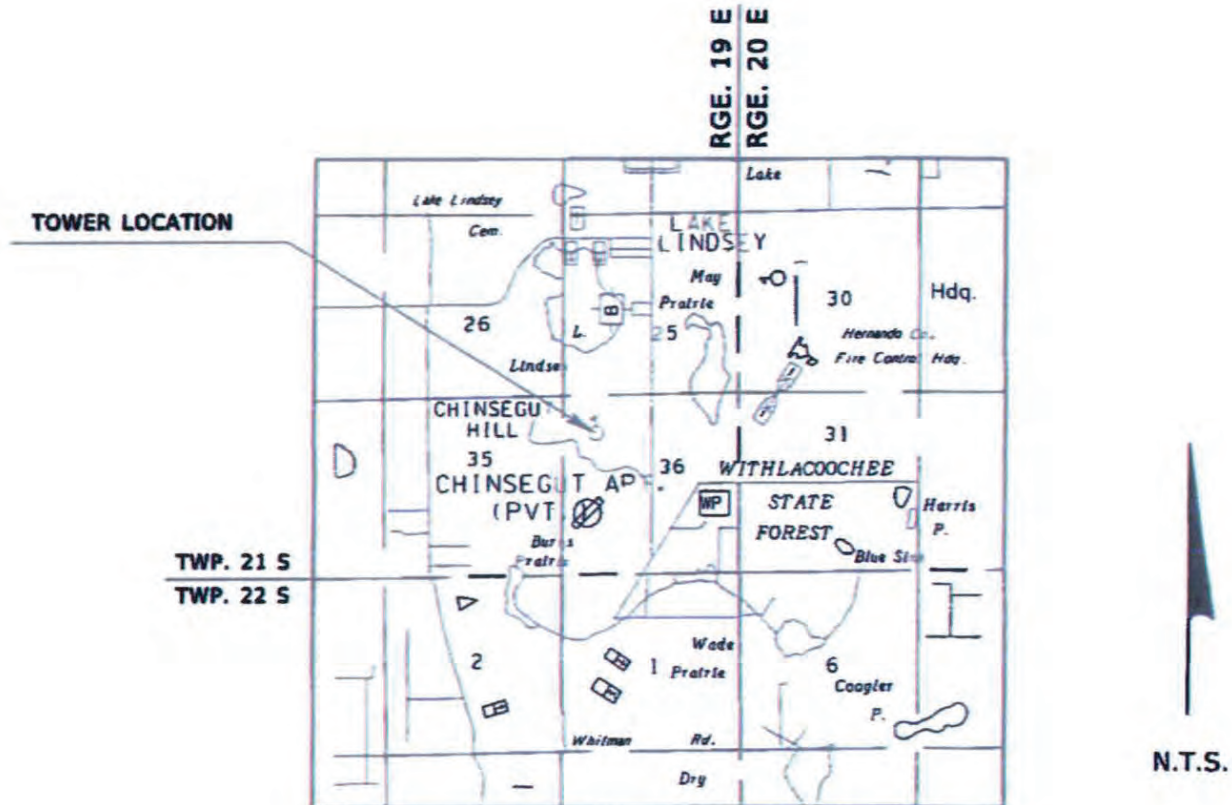
APPROVED SUBJECT TO PROPER EXECUTION

By:  09-26-2019  
DEP Attorney



# EXHIBIT "A"

## PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL



(VICINITY MAP)

Sec 36 TWP 21 S Rge 19 E

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				LEASE PARCEL SKETCH - NOT A SURVEY	
				STATE ROAD NO. N/A	
				HERNANDO COUNTY	
		BY	DATE	PREPARED BY	DATA SOURCE
		S NEMETH	08/21/15	VOLKERT, INC.	F.B 003613
		Sublease Number 4715-002			
		F.P. NO. 254539 I			
		Action Number 39617			
REVISION	BY	DATE	CHECKED	J STUKEY	08/26/15
			SECTION N/A		
			SHEET 1 OF 4		



# PARCEL SKETCH & LEGAL DESCRIPTION FOR CHINSEGUT TOWER LEASE PARCEL

## GENERAL NOTES

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST 0902 ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF N 89°28'14" E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.
2. THIS LEASE PARCEL SKETCH IS SUPPORTED BY A SURVEY DATED DECEMBER 11, 2014, AS SHOWN IN FIELD BOOK 003613, PREPARED UNDER THE RESPONSIBLE CHARGE OF WILLIAM H. FULGHUM, FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 4993. THIS FIELD BOOK IS FILED OF RECORD IN THE DISTRICT 7 SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION OFFICE IN TAMPA, FLORIDA.
3. ALL DISTANCES AND BEARINGS HAVE BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT UNLESS NOTED OTHERWISE.
4. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE DUE TO REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. OWNER = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (T.I.I.T.F.)
6. AREA OF LEASE PARCEL = 1736 SQUARE FEET.

THIS SKETCH AND DESCRIPTION WAS PREPARED BY:  
VOLKERT, INC. - LB 4641  
3501 SOUTH MAIN STREET, SUITE 2  
GAINESVILLE, FLORIDA 32601  
(352) 372-9594

## LEGEND

CONC. = CONCRETE  
COR. = COR.  
DIA. = DIAMETER  
E = EASTING (X COORDINATE VALUE)  
F.B. = FIELD BOOK  
F.C.M. = FOUND CONCRETE MONUMENT  
F.I.P. = FOUND IRON PIPE  
F.P. = FINANCIAL PROJECT  
ID = IDENTIFICATION  
INC. = INCORPORATED  
LB = LICENSED BUSINESS  
N = NORTHING (Y COORDINATE VALUE)  
N/A = NOT APPLICABLE  
NO. = NUMBER  
N.T.S. = NOT TO SCALE  
O.R.B. = OFFICIAL RECORDS BOOK  
RGE. = RANGE  
SEC. = SECTION  
S.F. = SQUARE FEET  
TWP. = TOWNSHIP  
USDA = UNITED STATES DEPARTMENT OF AGRICULTURE  
W/ = WITH  
WPIS = WORK PROGRAM ITEM SEGMENT

## TOPOGRAPHY LEGEND

—x— = CHAIN LINK FENCE (6')  
W/ 3 STRANDS OF BARBED WIRE  
□ = ELECTRICAL SERVICE BOX  
⚡ = GENERATOR (2.3' X 3.8')  
⊙ = POWER POLE  
⊙ = PROPANE TANK  
⊙ = TELEPHONE POLE  
□ = TOWER SUPPORTS (2.2' DIA.)

## FLORIDA DEPARTMENT OF TRANSPORTATION LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A

HERNANDO COUNTY

BY	DATE	PREPARED BY	DATA SOURCE
DRAWN S NEMETH	08/21/15	VOLKERT, INC.	F B 003613
CHECKED I STUKEY	08/26/15	Sublease Number 4715-002 F.P. NO. 254539 1	Action Number 39617

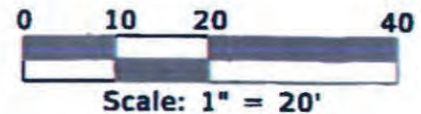
Page 13 of 31

SECTION N/A SHEET 2 OF 4

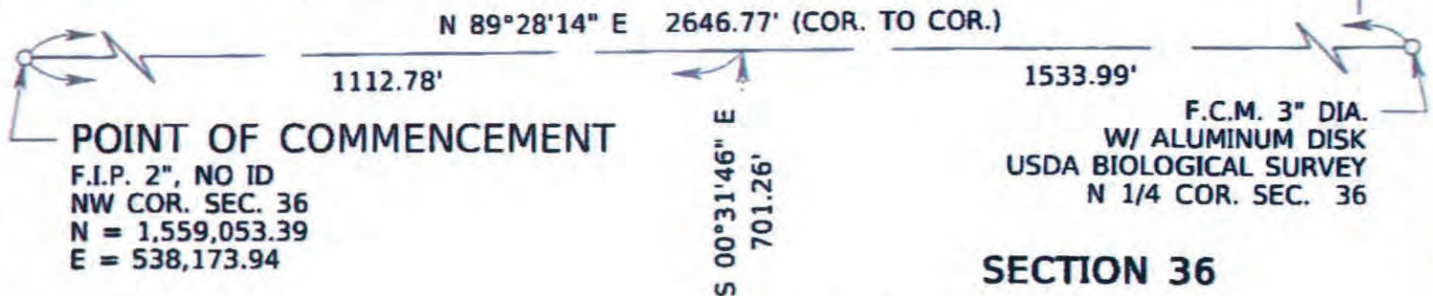


**SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST  
HERNANDO COUNTY, FLORIDA**

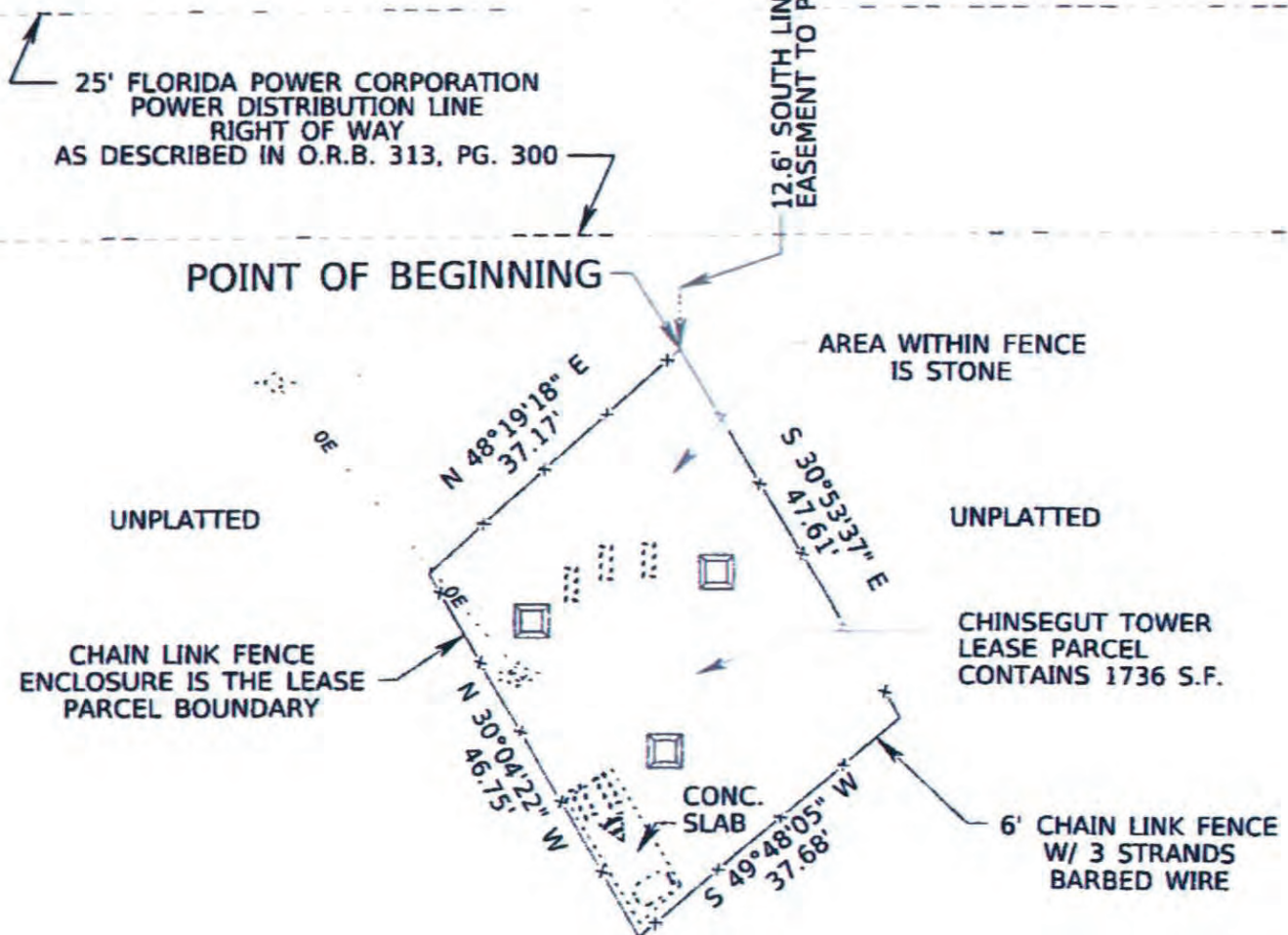
**SW 1/4  
SECTION 25**



NORTH



**SECTION 36  
NW 1/4**



**SEE SHEET 2 OF 4 FOR LEGENDS AND GENERAL NOTES**

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LEASE PARCEL SKETCH - NOT A SURVEY**

**STATE ROAD NO. N/A**

**HERNANDO COUNTY**

BY		DATE	PREPARED BY	DATA SOURCE
DRAWN		S NEMETH 01/11/15	VOLKERT, INC.	F.B 003613
CHECKED		I STUKEY 08/26/15	Sublease Number 4715-002 F.P. NO. 254539 1	Action Number 39617



WPIS 254539 1

STATE ROAD N/A

HERNANDO COUNTY

DESCRIPTION

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

CHINSEGUT TOWER LEASE PARCEL

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°28'14" EAST, 1,112.78 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°31'46" EAST, 701.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°53'17" EAST, 47.61 FEET; THENCE SOUTH 49°48'05" WEST, 37.68 FEET; THENCE NORTH 30°04'22" WEST, 46.75 FEET; THENCE NORTH 48°19'18" EAST, 37.17 FEET TO THE POINT OF BEGINNING.


CONTAINING 1,736 SQUARE FEET, MORE OR LESS.

BSM

BY SK

DATE: 6.17.2019

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PERFORMED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
JOSEPH C. STUKEY  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6514  
VOLKERT, INC. - LB 4641  
3501 SOUTH MAIN STREET, SUITE 2  
GAINESVILLE, FLORIDA 32601  
PHONE: (352) 372-9594

DATE

08/26/2015

FLORIDA DEPARTMENT OF TRANSPORTATION  
LEASE PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. N/A

HERNANDO COUNTY

		BY	DATE	PREPARED BY	DATA SOURCE
				VOLKERT, INC.	FB 003613
DRAWN	S NEMETH	08/21/15	Sublease Number 4715-002		
CHECKED	J STUKEY	08/26/15	F.P. NO. 254539 1		
				SECTION N/A	Action Number 39617
				SHEET 4 OF 4	

# EXHIBIT "B"

OAL1

## BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

### LEASE AGREEMENT

Lease Number 4715

THIS LEASE AGREEMENT, made and entered into this 28<sup>th</sup> day of May 2013, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and HERNANDO COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Hernando, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of five years commencing on June 1, 2013 and ending May 31, 2018, with option to renew for three (3) additional five year periods, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of the Chinsegut Hill Conference Center and Manor House, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.



6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease may not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved.

However, the LESSEE shall have the immediate right to repair or add to the existing facilities, improvements or repairs that maybe required and authorized by Division of Historic Resources, Department of State; the Hernando County Building Department; Florida Building Code; the Americans with Disabilities Act or the Health Department so that the Conference Center and Manor House can be utilized as soon as possible. No additions, improvements or repairs shall be made in violation of Paragraph # 32 of this Lease. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted



and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR, said approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior

written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer



to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, if applicable, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.



19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

LESSEE: Hernando County Board of County Commissioners  
c/o Contract Manager  
20 North Main Street, Room 263  
Brooksville, Florida 34601

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall



mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage,



production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.



33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of equal or better condition as received on the effective date of the lease, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in equal or better condition as the same may be on the effective date of this lease.
36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.



39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Diane Rogowski  
Witness  
DIANE ROGOWSKI  
Print/Type Name

By: Cheryl C. McCall (SEAL)  
Cheryl C. McCall, BUREAU CHIEF  
BUREAU OF PUBLIC LAND  
ADMINISTRATION,  
DIVISION OF STATE LANDS,  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

Keith Clayton  
Witness  
Keith Clayton  
Print/Type Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2/5<sup>th</sup>  
day of June, 2013, by Cheryl C. McCall, Bureau Chief,  
Bureau of Public Land Administration, Division of State Lands, State  
of Florida Department of Environmental Protection, as agent for and on  
behalf of the Board of Trustees of the Internal Improvement Trust Fund  
of the State of Florida. She is personally known to me.

Keith Clayton  
Notary Public, State of Florida  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality  
By: James L. Furr  
DEP Attorney



Tina B. Duenninger  
Witness  
TINA B. DUENNINGER  
Print/Type Name  
Jenine Wimer  
Witness  
Jenine Wimer  
Print/Type Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30  
day of May 2013, by Leonard Sossamon and  
Don Barbee, Jr., as County Administrator  
and Clerk of Circuit Court respectively, on behalf of the  
Board of County Commissioners of Hernando County, Florida. They are  
personally known to me.

HERNANDO COUNTY, FLORIDA  
by its Board of County Commissioners

By: [Signature]  
David Russell, Jr.  
Title: \_\_\_\_\_

(OFFICIAL SEAL)

[Signature]  
COUNTY ADMINISTRATOR

ATTEST:  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Hernando County

"LESSEE"



Jenine Wimer  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



JENINE WIMER  
MY COMMISSION # DD 998997  
EXPIRES: July 8, 2014  
Bonded Thru Budget Notary Services



# EXHIBIT "A"

## LEGAL DESCRIPTION OF THE LEASED PREMISES

### Exhibit A

known as the Chinsegut Hill Manor Tract of the Animal Husbandry Research Station of the U.S. Department of Agriculture at Brooksville, Florida, more particularly described as follows:

Commencing at the NE corner of the NW 1/4 of Sec. 36, T21S, R19E, Hernando County, Florida, go thence N 89°25'41"W, along the north line of said Sec. 36, a distance of 2647.06' to a point, said point being the NW corner of said Sec. 36 thence S 1°30'10"W, a distance of 806.09', thence S 88°49'51"W, a distance of 285.25' thence S 76°40'13"E, a distance of 323.09', thence S 14°53'31"E a distance of 403.90' thence S 17°46'08"E a distance of 627.47' to a point 50' NE of the center line of Chinsegut Hill Road; thence N 74°02'50"E, a distance of 57.67', to a point; thence

S 17°46'08"E a distance of 120 feet, thence S 3°05'47"E, a distance of 105.36' to the P.C. of a curve, concave to the NE said point being 15' (as measured at right angles) from the center line of aforementioned Chinsegut Hill Road; thence parallel to and 15' from the center line of aforementioned Chinsegut Hill Road, along the following curves, courses and distances; thence southeasterly along the curve whose radius is 237.07',  $\Delta=60^{\circ}51'43"$ ,  $\tan 162.51'$  and long chord is S 37°31'38"E, 268.09', an arc distance of 284.72', to the P.T. of said curve; thence S 71°57'30"E, a distance of 50', to the P.C. of a curve concave to the northeast, thence southeasterly along the curve whose radius is 563.63',  $\Delta=10^{\circ}53'20"$ ,  $\tan 53.72'$  and long chord is S 77°24'10"E, 106.96', an arc distance of 107.12', to the P.T. of said curve; thence S 82°50'50"E, a distance of 71.85', to the P.C. of a curve, concave to the northwest, thence northeasterly along the curve whose radius is 441.71',  $\Delta=31^{\circ}20'50"$ ,  $\tan 123.94'$  and long chord is N 81°28'45", E 234.66' an arc distance of 241.66' to the P.T. of said curve thence N 65°46'20"E, a distance of 200' to the P.C. of a curve, concave to the southeast, thence northeasterly along the curve whose radius is 280.73',  $\Delta=39^{\circ}09'$ ,  $\tan 99.83'$  and long chord is N 85°17'50"E, 188.11', an arc distance of 191.82' to the P.T. of said curve; thence S 75°02'40"E, a distance of 72.99' to the P.C. of a curve, concave to the southwest, thence southeasterly along the curve whose radius is 419.62',  $\Delta=40^{\circ}21'$ ,  $\tan 154.18'$  and long chord is S 54°52'10"E, 289.44', an arc distance of 295.51' to the P.T. of said curve; thence S 34°41'40"E, a distance of 114.91' to the P.C. of a curve, concave to the northeast, thence southeasterly along the curve whose radius is 341.81',  $\Delta=19^{\circ}21'10"$ ,  $\tan 122.73'$  and long chord is S 54°22'15"E, 230.18', an arc distance of 234.77' to the P.T. of said curve; thence S 74°02'50"E a distance of 122.89' to a point on the westerly r/w line of state road 581; thence N 0°36'25"E along the said westerly r/w of state road 581 a distance of 2629.40' thence N 09°25'41"W, a distance of 25' to the point of beginning.

EXHIBIT "A"  
PAGE 15 OF 16 PAGES  
LEASE NO. 4715



LESS AND EXCEPT:

- (1) A 25-ft. right-of-way across the property reserved to the Grantor with all appropriate rights of access thereto by its agents on which right-of-way is located the 2165-ft. of 2-inch water line owned by the United States of America and which is now serving the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21N, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way of State Road 581 a distance of 1273.47 feet to a point which is the beginning of the centerline for the area described herein of a strip of land 12 feet wide running N 84°51'49"W 68.79 feet, thence N 70°33'11"W 351.66 feet, thence N 53°14'56"W 274.81 feet, thence S 84°47'40"W 150.45 feet, thence N 88°27'03"W 656.51 feet, thence S 82°53'43"W 105.19 feet, thence S 56°45'51"W 117.19 feet, thence S 53°08'34"W 144.88 feet, thence S 17°23'55"W 81.13 feet, thence S 68°10'25"W 214.32 feet terminating at a point located S 17°46'08"E 48 feet from a property corner in the Government

property line,

- (2) A 25-ft. right-of-way across the property reserved to the Florida Power Corporation with all appropriate rights of access thereto by its agents for maintenance purposes on which right-of-way is located the transmission lines owned by the said Florida Power Corporation which said power transmission lines serve the Animal Husbandry Beef Cattle Research Station of the U.S. Department of Agriculture, said right-of-way being more particularly described as follows:

Commencing at the northeast corner of the northwest one-quarter of Sec. 36, T21S, R19E, T.M., Brooksville, Hernando County, Florida. Go thence S 89°25'41"E along the north line of the said Sec. 36 a distance of 25 ft. to a point, said point being on the westerly right-of-way line of State Road 581 (Lake Lindsey Road), thence S 0°36'25"W along the said westerly right-of-way line of State Road 581 a distance of 813.12 feet to a power line pole, property of the Florida Power Corporation with a company meter thereon. From this point of beginning go westerly along the center line of a 25 ft. right-of-way within the boundaries of the Chinsegut Hill Manor House Tract N 80°06'11"W 835.90 feet to a P.I., thence N 89°18'15"W, 1086.07 feet to a P.I., thence S 48°51'35"W 228.79 feet to a point which is N 7°06'56"W 53.12 feet from the property corner in the west property line of the Manor House Tract (as established by survey by the Coastal Engineering Associates of Brooksville revised, 10/31/61), thence S 30°59'47"E 52.14 feet to its point of intersection with the surveyed property line which has a bearing of S 76°40'13"E to the above-referenced property corner.

BSM APPROVED  
By PLD Date 7/10/78

EXHIBIT "A"  
PAGE 16 OF 16 PAGES  
LEASE NO. 4715



Chinsegut Hill Rd

Pilots Path


SW 72nd St SW 72nd St

Snow Memorial Hwy

Memorial Hwy

41

Data Sources:  
1) Sketch & Description  
2) World Street Map

 **Subject Parcel**

0 300 600 1,200  
Feet



**Sublease No. 4715-002**

Hernando County, Florida





Chinsegut Hill  
Conference Center



Subject Parcel

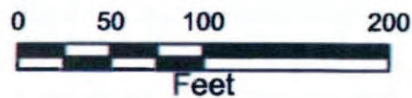
Data Sources:  
1) Sketch & Description  
2) State Managed Areas  
3) Bing Aerial



Subject Parcel



State Managed Conservation Lands



**Sublease No. 4715-002**

Hernando County, Florida



## DELEGATION OF AUTHORITY ACTION

DOA Number:	DSL - 24	Lease No.	4715
Action ID:	39617	Instrument No.	4715-002
Type of Action:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Release <input type="checkbox"/> Partial Release	<input type="checkbox"/> Lease <input type="checkbox"/> Easement <input checked="" type="checkbox"/> Sublease <input type="checkbox"/> Use Agreement	<input type="checkbox"/> Road Right-of-Way Reservation <input type="checkbox"/> Canal Reservation <input type="checkbox"/> Oil and Mineral Reservation <input type="checkbox"/> Other
Project Name:	FDOT - Chinsegut Tower		
Title Worksheet ID:		LITS Surplus ID:	NA
Applicant:	FDOT		
County/Location:	Hernando		
S/T/R:	36/21S/19E		
Acreage:	0.04 acres +/-		
Consideration:	NA		
Received:	<input type="checkbox"/>		
Date:			

**Conservation Lands** ☐ Yes ☒ No  
Name of Facility/Park/Trail:  
NA  
☐ ARC/Mini-ARC Approval Date: NA  
NPB/Additional Comp. Amount: **NA**  
☐ Satisfied per land manager Date: NA

### STAFF REMARKS

FDOT has requested a sublease to replace sublease 4715-001 that expired on May 31, 2018. Hernando County provided a letter of consent for this sublease on May 28, 2019. The sublease is for the maintenance and operation of a radio tower.

**RECEIVED**  
**JUN 09 2020**  
**TITLE & LAND RECORDS**  
**SURVEYING & MAPPING**

**Jay Sircy**

Digitally signed by Jay Sircy  
Date: 2019.06.17  
10:49:07 -04'00'

Originator \_\_\_\_\_ Date \_\_\_\_\_



Digitally signed by Brad Richardson  
Date: 2019.06.26  
08:36:49 -04'00'

OMCM \_\_\_\_\_ Date \_\_\_\_\_

**Gary L. Ballard**

Digitally signed by Gary L. Ballard  
Date: 2019.09.27  
14:38:45 -04'00'

DEP Attorney \_\_\_\_\_ Date \_\_\_\_\_



Digitally signed by Brad Richardson  
Date: 2020.06.09  
12:05:28 -04'00'

Executing Authority \_\_\_\_\_ Date \_\_\_\_\_

## HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, FL 34601 (hereinafter the "Licensor" or "County") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "Licensee").

### RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Chinsegut Hill Museum is managed by separate agreement with the County, and is excluded from the Premises contemplated in this Agreement;

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, for purposes of this License Agreement, "the Premises" is defined as only the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.), which are depicted in Exhibit "A" as "TBHC Manor House Area".

WHEREAS, the Licensee desires to utilize the Premises for the purpose of the operation (see Exhibit "C") of the Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.) (hereinafter said "use of the Premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the Premises is consistent with the Hernando County Comprehensive Plan, Zoning Ordinances, and other applicable state and federal laws or in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,



WHEREAS, Licensee agrees to the terms and conditions of use of the Premises as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licenser and Licensee do hereby agree as follows:

#### SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

#### SECTION 2. PREMISES.

The Licenser hereby grants to the Licensee the right to use of the Premises, consistent with all the terms and conditions of this License Agreement. The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

#### SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on \_\_\_\_\_, 20\_\_ and shall extend for a period of **Five (5) years** (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution of this License Agreement and commencement of the lease described in Section 3.C. below, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Licenser no less than 60 days prior to the anniversary date to renew this License Agreement two (2) times for a period of three (3) years each.

B. The Licensee shall be entitled to use of the Premises throughout the term of this License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired.

#### SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the purposes described in Exhibit "C". Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit "C," without prior written consent from the County. All activities

not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within thirty (30) days of the execution of this License Agreement, the Licensor and Licensee shall mutually create an inventory of all fixtures and furniture in the Premises. The Licensee shall be responsible to maintain these assets during the term of this License Agreement. Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

#### SECTION 5. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits and/or licenses required or needed in connection with the use of the Premises under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals and permits and/or licenses will render the license granted herein null and void.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable and shall hold Licensor Hernando County, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

#### SECTION 6. LICENSE AND LICENSE FEE; OTHER COSTS.

*Exhibit "B" Compensation and Method of Payment*

#### SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such

alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Licensor in like or equal condition as existed at the commencement of the license. This obligation includes, but is not limited to, the obligation to return the Premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Licensor shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. In addition, the Licensor may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to each and every use. All security measures, including the onsite caretaker, will be the responsibility of Licensee.

E. UTILITIES. The Licensee shall be responsible for all expenses for utilities including electric, phone, gas, and cellular telephone data during the terms of this License Agreement that are for the Conference Center (Dining Hall, restroom building, cottages, classroom, caretaker's residence, utilities shed, and maintenance shed). Within thirty (30) days of executing this Agreement, the Licensor shall transfer all utility accounts into the name of the Licensee.

F. Expenses. The Licensee and Licensor agree on the attached matrix of responsibilities (Exhibit "D"), including legal and financial responsibility for each item.

G. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided by a revocable permit in favor of Hernando County. This permit terminates on February 22, 2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licensor will install or connect to a water system suitable to serve the property.

H. Licensee shall provide its annual financial statement and / or audit to the Licensor for review by January 30 of each year of this License Agreement.

#### SECTION 8. LICENSEE ACKNOWLEDGMENT.

The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Conference Center, Dining Hall, Cottages, Classroom Caretaker's House, and related facilities (support buildings etc.)."



SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

A. INDEMNITY.

To the fullest extent permitted by Florida law, the Licensee covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Licensee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Licensee nor any of its subcontractors or assignees will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees

B. PROTECTION OF PERSONS AND PROPERTY

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

C. MINIMUM INSURANCE REQUIREMENTS

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

GENERAL LIABILITY: Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death. COVERAGE AS FOLLOWS:

EACH OCCURRENCE	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE (Per Project Aggregate)	\$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one [1] fire)	\$50,000
MEDICAL EXPENSE (Any one [1] person)	\$5,000

**ADDITIONAL INSURED:** Licensee agrees to endorse Hernando County as an additional insured on the Commercial General Liability. The additional insured shall read, "Hernando County Board of County Commissioners." **Proof of Endorsement is required.**

**WAIVER OF SUBROGATION:** Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

**EXCESS/UMBRELLA LIABILITY:** Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000.

**LIQUOR LIABILITY:** Licensee is not required to provide proof of liquor liability coverage since the Licensee will not provide or sell liquor. Licensee will require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the Vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability.

**WORKERS' COMPENSATION:** As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY	Minimum \$100,000 each accident \$100,000 \$500,000 policy limit

**SUBCONTRACTORS (IF APPLICABLE):** Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within Section 9 of this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.**

The Certificate Holder shall read:

Hernando County Board of County Commissioners  
15470 Flight Path Dr  
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.

3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

#### SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Premises, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations. If necessary, the Licensor may act as a conduit for these funds should they only be available to public entities.

#### SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

#### SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally-recognized overnight courier (such as UPS, overnight mail or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

(Agency Name)  
(Contract Person Name and Title)  
(Street Address)  
(City, State, Zip Code)



In the case of notice or communication to the Licensor:

Hernando County  
c/o County Administrator  
15470 Flight Path Dr  
Brooksville, FL 34604

#### SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and this License Agreement will be terminated.

#### SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, subject to the Contract Documents of the County's Request for Proposals 25-RFP01132/CT.

#### SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

#### SECTION 16. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent the provision is contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

#### SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)  
COMMISSIONERS

BOARD OF COUNTY  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

\_\_\_\_\_ Date: \_\_\_\_\_.  
Brian Hawkins, Chairman

(FIRM/COMPANY NAME)

Witness \_\_\_\_\_

By \_\_\_\_\_  
Printed Name and Title of Professional



# Exhibit A

## Manor House Site Plan





# Conference Center Site Plan

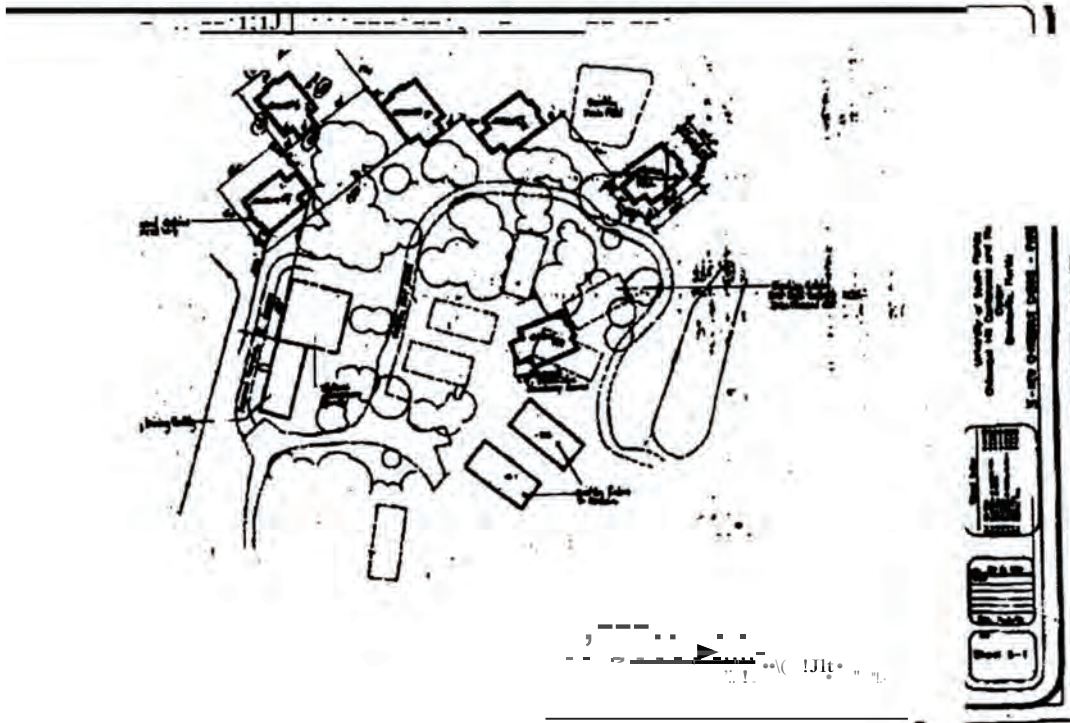


Exhibit "B"  
Compensation and Method of Payment

\*\*\*\*\*To Be Completed With Pricing Proposal form RFP

## **EXHIBIT C**

### **EVENTS/ACTIVITIES**

- \* Non-lodging rentals (grounds, dining hall, classroom, conference center)
- \* Non-retreat lodging
- \* Retreat lodging
- \* Weddings and associated activities
- \* Catering
- \* Breakfasts, lunches, and dinners
- \* Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
- \* Trainings/conferences
- \* Photography and artist events
- \* Retreats
- \* Outdoor hikes, nature festivals, and nature educational events
- \* Training and educational programs
- \* Collaborative events planned in conjunction with Tampa Bay History Center



## EXHIBIT D

### Matrix of Responsibility

Item	Responsible Party		
	County	Property Manager	TBHC
Electricity Manor House			
Electricity Dining Hall			
Electricity Classroom			
Electricity Cottages			
Electricity Caretaker House			
Mowing Grounds			
Lawn Trim Work			
Internet Access			
Phone Service			
Kitchen Cleaning			
Kitchen Equipment Replacement (Over \$200.00)			
Kitchen Equipment Replacement (Under \$200.00)			
Water Plant Maintenance			
Pest Control			
A/C Maintenance Repair Manor House			
A/C Maintenance Repair Cottages, Dining Hall, Classroom			
Fire Alarm Maintenance, Phone Lines for Fire Alarm			
Cleaning of Cottages/ Bed Sheets			
Cleaning of Manor House			
Cleaning of Dining Hall/ Classroom			
Advertising for Events/ Tours			
Security of Site			
Inventory and Preservation of Articles in Manor House			
Educational Signs			
Invasive Plant Management (including signage)			
Fallen Tree Removal			
Plumbing Manor House			
Plumbing Conference Center (including Cottages)			
Insurance for Manor House			
Security System of Manor House			
Manor House Maintenance			
Maintenance Shed			

County= Hernando County Board of County Commissioners

Property Manager = (Awarded Firm)

TBHC = Tampa Bay History Center

<b>Instructions for Completing Table I:</b> Select only one (1) proposed compensation model	
<b>Model Type</b>	
Flat Lease Fee	County receives fixed monthly/annual lease
Revenue Share	County receives [e.g., 10–20%] of gross revenue
Hybrid Model	Fixed base fee + revenue share above threshold
Other	

Table II: Proposed Services/offerings	
Unit Type	Description
<b>Room/Cabin</b>	
Single Room	2 guests per room
Single Cottage Rental	4 rooms with 2 guests per room
<b>Conference Room</b>	
Conference Room Weekday	
Conference Room Weekday	
Conference Room Weekend	
<b>Dinning Hall &amp; Kitchen</b>	
Dining Hall Weekday	
Dining Hall Weekday	
Dining Hall Weekend	
Dining Hall & Kitchen Weekday	
Dining Hall & Kitchen Weekday	
<b>Grounds</b>	
Front or back lawn	
Front and Back Lawn	
“I Do” Tree / Stairway	
<b>Other Fees</b>	
Replacement Key	
<b>Proposed Additional Services/Offerings</b> (Add more lines if needed)	

**Instructions for Completing Table III:** Proposers can modify the following categories to fit their needs.

Category	Description
Facility Management Fee	Oversight of all daily operations, staffing, scheduling, and maintenance
Maintenance & Utilities	General facility upkeep, cleaning, landscaping, utilities (water/electric)
Staffing Costs	Salaries for on-site staff (manager, maintenance, kitchen, cleaning, etc.)
Booking & Reservation System	Software platform and admin support for group reservations
Marketing & Outreach	Promotion of retreat center to increase bookings and county visibility
Insurance & Compliance	Liability insurance, inspections, and regulatory compliance
Capital Improvement Reserve	Set-aside for future repairs and upgrades
<b>ANNUAL TOTAL</b>	



Table I: Compensation Model	
model. Other can be used if those listed do not fit the proposed model. If other is selected, put the "Structure" column.	
Structure	Preferred Compensation Model (check one)
payment from operator	
total revenue	
hold (e.g., 10-20% of any revenue above \$10K /year)	

d Rates for Faculty Use		
Unit	Rate	Notes
Per Night	\$	
Per Night	\$	
Hourly Rate	\$	
Per Day	\$	
Per Day	\$	
Per Hour	\$	
Per Day	\$	
Per Day	\$	
Per Hour	\$	
Per Day	\$	
Per Day	\$	
Per Day	\$	
Per Day	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Table III: Proposed Cost for Operations & Maintenance
---

ify rows as appropriate but a "Operations and Maintenance" table with all listed columns and

Unit	Rate	Annual Total
Monthly flat fee	\$	
Monthly estimate	\$	
Monthly	\$	
Annual software + admin	\$	
Monthly or % of revenue	\$	
Annual	\$	
Monthly or % of revenue	\$ / %	

lease provide a description in
<b>Proposed Annual Rate</b>

--



an "Annual Total" Row is required.

Notes	Proposed Payee (County or Proposer)
Includes administrative oversight, scheduling, reporting, compliance	
Includes janitorial & groundskeeping	
List Personnel (job titles, brief job description)	
Includes marketing coordination and communications	
Includes social media, website updates, brochures	

























































## ADDENDUM No. ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**Chinsegut Hill Retreat and Conference Center Steward and Property Manager**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-RFP01132/CT**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

#### 1. 5.4 PROPOSAL FORMAT

"Proposal Section 4.0 – Pricing Proposal", has been modified, see the addition in **RED** and the deletions in **RED**:

Use the required "Chinsegut Pricing Proposal" Sheet, Attachment **"H"** **"I"** as part of the "Proposal Section 4.0".

Not to Exceed Five (5) Pages

#### 2. 6.0 EVALUATION PHASE

"4. Pricing Proposal", has been modified, see the addition in **RED** and the deletions in **RED**:

Complete the required "Chinsegut Pricing Proposal" sheet, **Attachement "H" Attachment "I"**. This section should also include subsections on:

- Proposed refurbishment or restoration plans, execution strategies, and funding sources.
- Any proposed Grant Funding
- Detailed description of cost structure including what, if any, costs will be required of the County
- Other sections as unique to the proposer

Considerations will include reasonableness, cost-effectiveness and value.

Scoring Method:

Points Based

Weight (Points):20 (20% of Total)



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
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### 3. ATTACHMENTS

Attachment "J" - Chinsegut Caretaker's House Photos" has been added.

#### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Erin L Kluis  
Briggs

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Briggs  
Date: 2025.09.24 16:25:44 -04'00'

For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer





## ADDENDUM No. TWO (2)

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**Chinsegut Hill Retreat and Conference Center Steward and Property Manager**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-RFP01132/CT**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

#### 1. 5.4 PROPOSAL FORMAT

"Proposal Section 4.0 – Pricing Proposal", has been modified, see the addition in **RED** and the deletions in **RED**:

Proposal Section 1.0 — Ability, Capacity and Skill of Firm  
Not to Exceed Twenty (~~40~~ 20) Pages

Provide information as provided in Section 6-Evaluation Phases  
Proposal Section 2.0 — Proposer's Methodology, Technical Ability and Approach

Not to Exceed Thirty (~~45~~ 30) Pages  
Provide information as provided in Section 6-Evaluation Phases

Proposal Section 3.0 — Relevant Experience  
Not to Exceed Twenty (~~40~~ 20) Pages

Provide information as provided in Section 6-Evaluation Phases  
Proposal Section 4.0 — Pricing Proposal

Use the required "Chinsegut Pricing Proposal" Sheet, Attachment "I" as part of the "Proposal Section 4.0".  
Not to Exceed Five (5) Pages

Provide information as provided in Section 6-Evaluation Phases



## 2. ATTACHMENTS

Attachment "B" "EXHIBIT\_D\_-\_Matrix\_of\_Responsibility " has been replaced with "EXHIBIT\_D\_-\_Matrix\_of\_Responsibility 9-30-25".

Exhibit D Matrix of Responsibility form has been updated. The updated form will be required for the submitted proposal.

## 3. 7.1 Chinsegut Hill Retreat and Conference Center Site Description

"Proposal Section 7.1 Chinsegut Hill Retreat and Conference Center Site Description", has been modified, see the addition in **RED**:

Chinsegut Hill Retreat and Conference Center offers a unique look at the past of Hernando County, while showcasing the nature of the area. The Chinsegut Hill Manor House, originally built in the 1850s, has been listed on the National Register of Historic Places since 1905. The Manor House and surrounding grounds make for a perfect backdrop, visually and logistically, for weddings, anniversary celebrations, and family reunions. **This Chinsegut Hill Retreat includes the Chinsegut Hill Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.).**

**COTTAGES.** Chinsegut Hill Retreat and Conference Center has 7 cottages available for guests. Each cottage has four bedrooms, each bedroom with a private bathroom and shower, shares dining and living areas and a kitchenette supplied with a refrigerator, microwave and coffee pot. All cottages have central air conditioning and heat.

**DINING HALL.** The dining hall at Chinsegut Hill Retreat and Conference Center can accommodate up to 65 people. The kitchen is fully-equipped with a restaurant-quality dishwasher, gas stove, refrigerator, and freezer. The dining hall is ready to handle any catering needs.

**BOOKINGS.** At the time of release of this Solicitation, there are four bookings in October-2025, four bookings in November-2025, one in January-2026, two in February-2026, four in March-2026, two in April-2026, and two in May-2026.

**HISTORIC CHINSEGUT MANOR HOUSE.** Presently, the Tampa Bay History Center, a non-profit 501-c3, operates the manor house as a house museum, coordinates tours, hosts special events, cataloging and care of the Manor House's contents, and organizes and trains volunteer docents.

## B. QUESTIONS AND ANSWERS

- 1.Q. In the RFP, Section 5.4 Proposal Format, can you please clarify the number of pages allowed for each section? The written numbers don't correlate with the numbers in parenthesis for some required sections (ie. Twenty (10), Thirty (15)).**
- 1.A.** The solicitation has been updated. See Clarification 1.
- 2.Q. In Exhibit D: Matrix of Responsibility, items Roof Repair/ Maintenance and Maintenance of Retreat Center have been removed from the matrix. Where does this leave the proposed responsibility for these larger items?**





## PROCUREMENT DEPARTMENT

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- 2.A. The Matrix of Responsibility has been updated, see Clarification 2.
- 3.Q. **In Exhibit D: Matrix of Responsibility, Maintenance Shed has been added to the list. Can you clarify which building this is referring to and why it is singled out in the matrix?**
- 3.A. The Maintenance Shed referend to in the Matrix of Responsibility, is for County use only.
- 4.Q. **We did not see a reference to driveway/ road maintenance in Exhibit D: Matrix of Responsibility. Does that mean that the County would retain responsibility for that item?**
- 4.A. The Matrix of Responsibility has been updated, see Clarification 2.
- 5.Q. **We did not see a reference to trash removal in Exhibit D: Matrix of Responsibility. Does that mean that the County would retain responsibility for that item?**
- 5.A. The Matrix of Responsibility has been updated, see Clarification 2.
- 6.Q. **Regarding the existing Cottage furnishings, can you clarify what the process would be for replacement? Would the contractor be allowed to replace furnishings as desired, and can they remove existing furnishings as they see fit?**
- 6.A. Replacement of existing Cottage Furnishings can be done in with prior approval of the County. Any replaced furnishings will remain with the cottage.
- 7.Q. **In Section 7.1 Chinsegut Hill Retreat and Conference Center Site Description, the Classroom Building and Caretakers Cottage (and other various structures on the property) are not listed. Can it be assumed that all buildings other than the historic Manor House would fall under the Contractor's purview, if desired? And do we need to list every building we intend to be responsible for?**
- 7.A. See Clarification 3. The Contractor would not have access to or responsibility for the two maintenance sheds to the east of the Manor House.
- 8.Q. **It is our understanding that the Forestry Service is currently responsible for Invasive Plant Management, which is included in Exhibit D: Matrix of Responsibility. Would the Contractor be responsible for coordinating the work with the Forestry Service, or are other services needed?**
- 8.A. The County would be responsible for all coordination activities for the Invasive Plant Management plan.

### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Erin L Kluis  
Briggs

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Briggs  
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-04'00'

For: Carla Rossiter-Smith, MSM PMP GPC  
Chief Procurement Officer