

AGREEMENT TO TERMINATE LEASE AGREEMENT

THIS AGREEMENT TO TERMINATE LEASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between Indian River County, a political subdivision of the State of Florida ("Landlord"), and Gina Hower, ("Tenant"), who agree as follows:

Whereas the Landlord purchased property located at 8865 91st Avenue, Vero Beach, 32967 ("Premises") pursuant to Eminent Domain and leased back the Premises to the former owner (Tenant); and

Whereas the Landlord and Tenant now wish to come to an amicable agreement for the end of the leaseback agreement.

Now therefore,

1. Termination Date: The lease back agreement and extension shall terminate on June 1, 2026.
2. Turnover of Premises to County: The Tenant shall vacate and turn over the Premises to the Landlord in broom clean condition before June 1, 2026.
3. Remedies: Should the Tenant fail to turnover the Premises before the Termination Date noted above the Landlord shall be entitled to file an action in court for possession of the Premises and shall be entitled to recoup all court costs and attorney's fees for said action and appeal if any against the Tenant.
4. Damages to Premises: Should the Tenant turnover the Premises in a damaged condition and not in a broom clean condition Landlord shall be entitled to seek compensation for damages to the Premises.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Tenant and the Landlord relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.
6. Assignment and Binding Effect. Neither Landlord nor Tenant may assign its rights and obligations under this Agreement without the prior written consent of the other party, and attempted assignment shall be null and void. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
7. Notices. Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or

facsimile transmission, as follows:

If to Tenant: Gina Hower
 8865 91st Avenue
 Vero Beach, FL 32967

With a copy to : J. Garry Rooney
 Rooney & Rooney, P.A.
 1517 20th Street
 Vero Beach, Florida 32960

If to Landlord: Indian River County
 Attn: Building and Facilities Manager
 1801 27th Street
 Vero Beach, FL 32960

With a copy to: Indian River County Attorney's Office
 Attn: County Attorney
 1801 27th Street
 Vero Beach, FL 32960

Either party may change the information above by giving written notice of such changes as provided in this paragraph.

8. **Survival and Benefit.** Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the termination of this Agreement and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.
9. **County Approval Required:** This Agreement is subject to approval by the Indian River County Board of County Commissioners at a Commission meeting.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Tenant:

Gina Hower

By Gina Hower

Date Signed: 8/6/2015

Witness:



Witness:



Landlord:

INDIAN RIVER COUNTY, FLORIDA

By:

Joseph Flescher, Chairman

Date Signed: _____

Date Approved by BOCC: _____

Attest: Ryan L. Butler, Clerk and
Comptroller

By _____

Deputy Clerk

Approved as to Legal Form and Sufficiency:

By:

Susan J. Prado, Deputy County Attorney