



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 4**

**DATE:** July 13, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Horizon West Branch Library Lease Agreement between Orange County, Florida and Orange County Library District and authorization for the Real Estate Management Division to furnish notices, required or allowed by the Lease Agreement, as needed.

**PROJECT:** Horizon West Library Lease – Sportsplex Lease  
Lease File #4033A  
  
District 1

**PURPOSE:** To lease land to the Orange County Library District (“Library”) for the Library to build a library branch for the benefit of the residents of Orange County.

**ITEMS:** Lease Agreement  
Revenue: Calculated per the lease agreement  
Size: As-built acreage calculated per the lease agreement  
Term: Ends August 28, 2052  
Options: 11, five-year renewals, not to exceed August 28, 2107

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Risk Management Division  
Parks and Recreation Division

**REMARKS:** The City of Orlando ("City") and County own, as tenants in common, approximately 215 acres of real property in the Horizon West Community of Orange County, Florida ("Property").

The City and County previously entered into a lease agreement related to Water Conserv II Property for Sportsplex Park With Option to Purchase a Portion Thereof with an effective date of August 28, 2007 ("Sportsplex Lease") pursuant to which, among other things, the City leases to the County its undivided 50% interest in the Property for the County's use of a portion of the Property for the design, construction, operation, and maintenance of public recreation complexes thereon. The initial term of the Sportsplex Lease is 100 years with one option to renew for another 100 years.

The City, at its July 18, 2022 City Council meeting, signed the amendment to the Sportsplex Lease to allow for a public library as a permitted use, and the City has consented to the County subleasing a portion of the Property to the Library for use as a public library.

The revenue from this lease agreement will be applied by the County to the Orange County Parks and Recreation operations and maintenance fund for the entire duration of the Lease.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 26 2022

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## **HORIZON WEST BRANCH LIBRARY**

### **LEASE AGREEMENT**

Between

**Orange County, Florida**  
("County")

and

**Orange County Library District**  
("Library")

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## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease" or "Agreement") is made and entered into as of the Effective Date, between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County") and the **ORANGE COUNTY LIBRARY DISTRICT**, an independent special taxing district under the laws of the State of Florida, whose principal address is 101 East Central Blvd, Orlando Florida 32801 (the "Library"). The County and the Library may be referred to collectively as the "Parties" or individually as a "Party."

### **RECITALS**

**WHEREAS**, the City of Orlando ("City") and County own, as tenants in common, approximately 215 acres of real property in the Horizon West Community of Orange County, Florida ("Property").

**WHEREAS**, the City and County previously entered into a lease agreement related to Water Conserv II Property for Sportsplex Park With Option to Purchase a Portion Thereof with an effective date of August 28, 2007 ("Sportsplex Lease") pursuant to which, among other things, the City leases to the County its undivided 50% interest in the Property for the County's use of a portion of the Property for the design, construction, operation and maintenance of public recreation complexes thereon.

**WHEREAS**, the County desires to provide the use of an eleven (11) acre portion of the Property (the "Campus") to meet the library needs of the residents of Orange County.

**WHEREAS**, the Library desires to establish a library branch upon the Campus to provide convenient access to a public library for the residents of Orange County.

**WHEREAS**, the City and the County have amended the Sportsplex Lease to allow for a public library as a permitted use and the City has consented to the County subleasing a portion of the Property to the Library for use as a public library.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the County subleases the Leased Premises described herein to the Library pursuant to the following terms and conditions:

## ARTICLE 1

### BASIC LEASE PROVISIONS

**1.1 Definitions.** The words and terms used herein shall be deemed to have the definitions and meanings as defined herein.

- 1.1.1 Access Driveway:** Refers to the common entrance drive that provides access to the Campus from the adjacent public roadway, currently named Hamlin Groves Trail.
- 1.1.2 Accountability Date:** Refers to the date that Library begins Library's Work relating to the Library Building or Stage.
- 1.1.3 Building Envelope Rent:** Means the portion of the Rent determined by appraisal of the fair market value of the Library Building Envelope land as calculated per Section 2.3.1.
- 1.1.4 Campus:** Refers to the eleven (11) acre portion of the Property which is designated for the development of the Library Building, Multi-Use Facility and other improvements. The area is depicted on **Exhibit B**.
- 1.1.5 Common Area(s):** All areas of the Campus, which may include, without limitation, sidewalks, parking areas, driveways, landscaped areas, open space, service drives and service roads, traffic islands, loading and service areas, stairs, ramps, and storm water management facilities. However, the Common Areas specifically exclude the Leased Premises, the Multi-Use Facility, the Multi-Use Facility Lot, the Retention Ponds, and the Large Vehicle Parking Lot.
- 1.1.6 Common Area Rent:** Refers to the portion of the Rent for the Common Area as calculated per 2.3.2
- 1.1.7 County:** Refers to Orange County, a charter county and political subdivision of the State of Florida.
- 1.1.8 Demolition Fund:** Has the meaning given to it in Section 2.2.
- 1.1.9 Effective Date:** The effective date of the Lease will be the date it is last executed by the Parties.
- 1.1.10 FMV:** Shall refer to the Fair Market Value as that term is used in Section 2.3.

- 1.1.11 Fiscal Year:** The fiscal year shall begin on October 1<sup>st</sup> and end on September 30<sup>th</sup>.
- 1.1.12 Initial Term:** Has the meaning given to it in Section 1.7.1.
- 1.1.13 Improvements:** Collective term referring to any improvements made by the Library to the Campus beginning with the Effective Date of this Agreement.
- 1.1.14 Large Vehicle Parking Lot:** Refers to the approximate half-acre remote parking lot located within the Campus to be used for buses, trucks and trailers.
- 1.1.15 Lease Term:** Is the collective term for Initial Term and Renewal Term(s).
- 1.1.16 Lease Year:** Shall refer to a period of twelve consecutive full calendar months during the Lease Term. The first Lease Year will begin on October 1, 2022. Each succeeding Lease Year will commence upon the anniversary date of the first Lease Year.
- 1.1.17 Leased Premises:** Refers to those premises within the Property subleased to the Library for its use pursuant to this Lease as set forth in Section 1.3 and 1.4.
- 1.1.18 Library:** Refers to the Orange County Library District, an independent special taxing district under the laws of the State of Florida.
- 1.1.19 Library Building:** Refers to the approximate 20,000 sq. ft. facility built by the Library to provide library services in the Horizon West Area of Orange County, Florida.
- 1.1.20 Library Building Envelope:** Refers to the surveyed 1.25 acre area that contains the Library Building and Stage Area.
- 1.1.21 Library's Use:** Refers to the permitted uses by the Library pursuant to this Lease as set forth in Section 5.1.
- 1.1.22 Multi-Use Facility:** Refers to the future multi-use facility, approximately 50,000 sq. ft. in size to be built within the Campus.
- 1.1.23 Multi-Use Facility Lot:** Refers to the future parking lot adjacent to and for use by the Multi-Use Facility containing approximately 100 vehicle parking spaces located within the Campus.

- 1.1.24 Parking Lot:** Refers to the parking lot adjacent to and for use by the Library Building containing approximately 150 vehicle parking spaces located within the Campus.
- 1.1.25 Property:** The approximate 215 acres of real property in the Horizon West Community of Orange County, Florida legally described in **Exhibit A** that is subject to the Sportsplex Lease.
- 1.1.26 Renewal Term:** Has the meaning given to it in Section 1.7.2
- 1.1.27 Rent:** Is the collective term for (a) Building Envelope Rent (b) Common Area Rent, (c) Additional Rent, and (d) any applicable sales tax payable on any Rent paid by Library to the County.
- 1.1.28 Rent Commencement Date:** The date the Library’s obligation to pay all Rent hereunder will commence upon the issuance of a temporary certificate of occupancy for the Library Building.
- 1.1.29 Retention Pond(s):** Refers to those required storm water and drainage collection system(s) built within the Campus as necessary to accommodate the Improvements.
- 1.1.30 Sportsplex Lease:** Refers to that certain ground lease agreement entered into by County and the City of Orlando titled, “*Water Conserv II Property For Sportsplex Park With Option to Purchase A Portion Thereof with an effective date of August 28, 2007*” and as subsequently amended to include a library as a permitted use.
- 1.1.31 Stage Area:** Is defined as the approximate 2,500 sq. ft. outdoor performance stage and open seating area located within the Library Building Envelope.
- 1.1.32 Surveyed Acreage:** Has the meaning set forth in Section 4.2
- 1.1.33 Termination Date:** Shall refer to the last day of the Lease Term

**1.2 Incorporation of Recitals, Exhibits and Lease Summary.** The Recitals set forth above, the Exhibits attached hereto, and the definitions, terms and conditions set forth in the Lease Summary are hereby incorporated into and are made a part of this Agreement, and the Parties represent that they are true, accurate and correct.

**1.3 Leased Premises.** The premises leased pursuant to this Lease consist of the following: (a) a library building containing approximately 20,000 square feet (the “Library Building”), and (b) a nearby performance stage with related improvements including a lawn area



for spectator seating (the “Stage Area”). The Library Building together with the Stage Area is referred to as the “Leased Premises.” The Parties acknowledge that it is intended that the Library Building will contain a flush-mounted book drop.

**1.4 Sublease of Leased Premises.** In consideration of the rents, covenants and agreements reserved and contained in this Lease, County hereby subleases to Library, and Library subleases from County, the Leased Premises. The leasing of the Leased Premises hereunder will be for the Lease Term and will be upon the terms and subject to the conditions set forth in this Lease. The Leased Premises does not include, and Library will have no claim under this Lease for, any easement of light and/or air over any portion of the Property or buildings comprising all or any part of the Property, the Common Areas, and/or any adjacent or other premises or property of County or City. Along with the Leased Premises, this Lease includes the non-exclusive use by Library, in common with others, of the Common Areas. As may be further provided in this Lease, the Parties will use the Common Areas cooperatively. However, the Library will be primarily responsible for maintenance of the Common Areas unless otherwise specified in this Lease or agreed between the Parties, but County will alert the Library to any portions of the Common Areas needing maintenance or repair. Any extraordinary or exclusive uses of the Common Areas will be subject to the reasonable consent of both Parties with the understanding that use of the Common Areas by one Party will not unreasonably hinder or interfere with the primary operations of either Party on the Campus.

**1.5 Acceptance of Leased Premises by Library.**

**1.5.1 “AS IS” Condition.** Library represents and warrants to County that it has or will do any and all inspections or investigations as it deems desirable in connection with this Lease. Library is leasing the Leased Premises “AS IS” and with all faults, including any latent faults. Library waives any claim or action against County in respect of the condition of the Leased Premises, the Common Areas or any matter related in any way to the Leased Premises. COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PREMISES OR THE COMMON AREAS, OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO THE QUALITY OF THE MATERIALS OR WORKMANSHIP THEREIN, LATENT OR PATENT, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LIBRARY AND THE LIBRARY WILL RELY EXCLUSIVELY ON THE WARRANTIES IN THE CONSTRUCTION CONTRACT FOR CONSTRUCTION OF THE LEASED PREMISES. AS OF THE ACCOUNTABILITY DATE, LIBRARY ACKNOWLEDGES THAT IT HAS INSPECTED THE LEASED PREMISES AND THE COMMON AREAS AND THAT THEY ARE SATISFACTORY TO LIBRARY IN ALL RESPECTS.

**1.5.2 No Warranty.** Without in any way limiting the generality of the foregoing, this Lease is without any warranty other than County’s express representations and warranties in this Lease, if any; and County (and County’s elected and appointed officials, officers, agents, directors, employees, attorneys, contractors and affiliates (collectively, “County’s Indemnitees”)), have made no, and expressly and specifically disclaim, and Library accepts that County and County’s Indemnitees have disclaimed, any and all representations, guaranties or warranties, express or implied, or arising by operation of law (except for the representations and warranties,

if any, expressly made by County in this Lease), of or relating to: (i) the use, expenses, operation, characteristics or condition of the Leased Premises or Common Areas, or any portion thereof, including, without limitation, warranties of suitability, habitability, merchantability, design or fitness for any specific or particular purpose, or good and workmanlike construction; (ii) the environmental condition of the Leased Premises or Common Areas, or contamination by hazardous materials, or the compliance of any portion of the Leased Premises or Common Areas with any or all applicable Environmental Laws, as defined in this Lease; or (iii) the soil conditions, drainage, flooding characteristics, accessibility or other conditions existing in, on, or under any portion of the Campus. Library acknowledges and agrees that it is not relying on any representations or statements (oral or written) which may have been made or may be made by County or County's Indemnitees (except County's representations and warranties expressly set forth in this Lease, if any), and is relying solely upon Library's or Library's representatives' own physical inspection of the Leased Premises and Common Areas and other investigations by Library or Library's representatives. Library acknowledges that any condition of the Leased Premises or Common Areas, whether apparent or latent, which Library discovers or desires to correct or improve on or after the Effective Date will be at Library's sole expense.

**1.5.3 Assumption of Risk.** Library recognizes, and hereby expressly and fully assumes, all risks, known and unknown, that arise or might arise incidental to or in any way connected with the condition or use of the Leased Premises or Common Areas or access to the Leased Premises or Common Areas. This assumption of risk by Library is made for and on behalf of Library and Library's successors.

## **1.6 Lease Subject to Sportsplex Lease.**

**1.6.1** The Parties acknowledge and agree that this Lease is a sublease from the County under the Sportsplex Lease. This sublease is referred to as a "lease" and the Parties may be referenced as landlord and tenant simply for convenience. Library has been furnished a copy of the Sportsplex Lease and acknowledges and agrees that this Lease will be and is subordinate to the Sportsplex Lease in every respect. All of the terms and conditions contained in the Sportsplex Lease as may be applicable to the Leased Premises are incorporated herein by reference as terms and conditions of this Lease, and, along with all of the other provisions set forth in this Lease, will be the complete terms and conditions of the Sportsplex Lease as it relates to the Leased Premises.

**1.6.2** Except as expressly modified by this Lease, Library will, throughout the Lease Term, assume and perform, for the benefit of County and City, all of the obligations, covenants and agreements of County under the Sportsplex Lease as they relate to the Leased Premises.

**1.6.3** Notwithstanding anything to the contrary contained in this Lease, County will have no duty or obligation to Library to perform any of the obligations of County under the Sportsplex Lease except (a) as otherwise expressly provided in this Lease or (b) to maintain the Sportsplex Lease free from default by County under the Sportsplex Lease.

**1.6.4** County agrees, upon written request by Library, to use reasonable efforts to act on Library's behalf with respect to the enforcement of any rights of County under the Sportsplex Lease in the event of any default by City under the Sportsplex Lease; provided,

however, County will not be obligated to incur (and Library will reimburse County for) any out-of-pocket costs or to initiate litigation in connection with any such efforts. Notwithstanding anything to the contrary contained in this Lease, Library acknowledges and agrees that (i) County will not be liable to Library for any termination of the Sportsplex Lease that is not due to the fault of County prior to the expiration of the Lease Term, and (ii) this Lease is subordinate and subject to the Sportsplex Lease, and any termination of the Sportsplex Lease may likewise terminate this Lease without liability to County, except as expressly provided in this sentence.

**1.7 Term.** The terms and provisions of this Lease will be binding upon the Parties as of the Effective Date. The Lease Term will begin on the Effective Date and will continue until the Termination Date, unless otherwise terminated in accordance with this Lease. Library's obligation to pay rent will commence on the Rent Commencement Date.

**1.7.1 Initial Term.** A period beginning upon the Effective Date and expiring on August 28, 2052 (the "Initial Term"), unless sooner terminated or renewed in accordance with the terms of this Lease (the Initial Term together with any Renewal Terms may be referred to collectively in this Lease as the "Lease Term"). Notwithstanding the foregoing, under no circumstances will the Lease Term extend beyond the term of the Sportsplex Lease, and the Lease Term will terminate automatically upon expiration of the Sportsplex Lease.

**1.7.2 Renewal Term.** Provided that Library is not in default of any provisions of this Lease beyond any applicable cure period at the time of exercise and commencement of the renewal term, and provided that the Sportsplex Lease has not terminated, Library will have the right to renew this Lease for 11 successive 5 year periods for a total of 55 years that terminates on August 28, 2107 (a specific term is referred to as the "Renewal Term"), on the same terms and conditions as set forth herein unless otherwise agreed to, in writing, by the Parties. In no uncertain terms, shall this Lease extend beyond the initial term of the Sportsplex Lease, that expires on August 28, 2107. In the event the Library desires to continue to lease the Leased Premises after August 28, 2107, then the Parties shall enter into a new lease agreement.

**1.7.3 Automatic Renewal.** Subject to Section 1.7.2 above, this Lease shall automatically be extended for each successive Renewal Term unless Library notifies County of its intention not to renew two (2) years prior to the commencement of the succeeding Renewal Term.

**1.7.4 Non-Renewal By County.** To allow the Library time to find another location, the County shall provide the Library a minimum of two (2) years notice prior to the end of the Initial Term or Renewal Term if the County will not be renewing the Lease.

**1.8 Warranty of Quiet Enjoyment.** Upon payment by Library of the rents and other sums as herein provided and upon the observance and performance by Library of all the covenants, terms and conditions of Library, Library will be entitled to peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised, without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under County, subject, nevertheless, to the terms and conditions of this Lease and the Sportsplex Lease.

## ARTICLE 2

### RENT

**2.1 Annual Rent Payment.** Beginning on the Rent Commencement Date, and on or before the 31st day of October each year thereafter during the entire Lease Term, Library will pay to County an annual rent payment equal to the sum of the following: (a) Building Envelope Rent (b) Common Area Rent, and (c) Additional Rent (if any), and (d) any applicable sales tax payable on any Rent paid by Library to County ("Applicable Sales Tax"), whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency, if any. Rent shall be payable in advance, without demand and without any right of deduction or setoff whatsoever. If the Rent Commencement Date does not occur at the beginning of the Fiscal Year, then the Rent will be prorated so that on the Rent Commencement Date the Library will pay the Rent, for the period beginning on the Rent Commencement Date through the end of that Fiscal Year. Rent for the final year of the Term will be prorated from the beginning of the Fiscal Year to August 28<sup>th</sup> of the final year, unless the Term is renewed.

**2.2 Demolition Fund.** Within ninety (90) days after the Effective Date, Library will pay County the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Demolition Fund"). The Demolition Fund shall be used to offset the cost of demolishing the improvements within the Library Building Envelope at the end of the Term. The County will invest the funds into an interest-bearing account and any interest earned will be to the credit of the Demolition Fund. The County will ensure that the fund balance principal of \$250,000.00 will be maintained at all times. At the end of the term, the Demolition Fund will be used to offset the cost of demolishing the improvements within the Library Building Envelope.

**2.2.1 Requirement to Replenish Principal Fund Balance of Demolition Fund**  
In the event the Demolition Fund is used per Section 6.2, of the Lease, the Library shall replenish the funds so that the fund balance principal of \$250,000.00 will be maintained at all times.

**2.2.2 Adjustment to Principal Fund Balance of Demolition Fund.** The Parties agree that prior to any Renewal Term, the principal amount of the Demolition Fund may need to be increased to reflect increases in the costs associated with demolition of the structures within the Library Building Envelope and the amount will be reviewed by the Parties and the County shall retain the right to amend such principal amount to reflect the then commercially reasonable rate per industry standards.

**2.3 Rent.** The rental rate is based on the fair market value of the land and paid annually. At its sole expense, Library retained two appraisers from the County's approved appraiser list (the "Appraisers") to prepare two appraisals of the fair market value of the land. The Parties agree that the average of those two appraisals as of the Effective Date is Five Hundred Forty-Four Thousand and 00/100 Dollars (\$544,000.00) per acre ("FMV").

**2.3.1 Building Rent.** The rental rate for the Fixed Rent shall be calculated as follows: 7% X (FMV X Surveyed Acreage of Library Building Envelope).

**2.3.2 Common Area Rent.** The rental rate for the Common Area Rent shall be calculated as follows: 3.5% X (FMV X Surveyed Acreage of Common Area). For Common Area Rent calculation purposes, the term “Common Area” excludes the Retention Ponds and Large Vehicle Parking Lot. The rental rate will be adjusted accordingly in the event the Multi-Use Facility is built and the operator is required to pay rent for the Common Area per this Lease.

**2.3.3 Surveyed Acreage.** The Surveyed Acreage shall be certified by a Florida licensed and registered Professional Surveyor and Mapper.

**2.4 Use of Rental Payments.** The Parties agree that the Building Envelope Rent and Common Area Rent paid under this Lease shall be applied by the County to the Orange County Parks and Recreation operations and maintenance fund for the entire duration of the Lease.

**2.5 Escalation.** The Parties agree that during the Initial Term, the Fixed Rent and the Common Area Rent will increase 5% every five years on October 1<sup>st</sup>. Thereafter, the Building Rent and the Common Area Rent will increase five percent (5%) over the rent in effect during the preceding five years on October 1<sup>st</sup> and every five-year anniversary on October 1<sup>st</sup> thereafter.

**2.6 Additional Rent.** Any and all sums of money or other charges required to be paid by Library under this Lease will be deemed to be Rent. All payments other than Rent, regardless how designated hereunder, will be considered additional rent. If such sums or charges are not paid at the time provided in this Lease, they will nevertheless, if not paid when due, be collectible as additional Rent with the next annual installment of Building Envelope Rent, as applicable, thereafter falling due hereunder; provided, however, that nothing herein contained will be deemed to suspend or delay the payment of any such sums or charges when due and payable hereunder. Notwithstanding anything to the contrary contained herein, any and all sums of money or other charges required to be paid by Library under this Lease will be considered additional Rent for the purposes of the computation of Applicable Sales Tax. Any Applicable Sales Tax will be paid together with and at the same time as all such other additional rent is payable to County hereunder.

**2.7 Late Payment.** All Rent is due between October 1<sup>st</sup> and October 31<sup>st</sup> of each year of the Term of this Lease. If Library fails to pay within 30 days of when due any installment of Rent, or any other sum of money or charge payable to County under the terms of this Lease, then County will have the right to recover from Library a sum equal to five percent (5%) of the amount of the payment, which amount Library hereby covenants and agrees to pay as additional rent, within five (5) days of County’s request therefor.

**2.8 Obligations to Pay Rent; No Set-Off.** Library’s obligations to pay Rent are covenants independent of the County’s obligations under this Lease. All sums payable by Library under this Lease, whether or not stated to be Rent, will be paid to County in legal tender of the United States, without setoff, deduction or demand, at the address for County set forth in this Lease or any other address specified by County. In addition, if requested by County, Library will make all payments due under this Lease to County electronically, payable to County’s accounts as County may specify. If County accepts rent after it will have become due and payable, such acceptance will not excuse a delay upon subsequent occasions or constitute a waiver of any of County’s rights hereunder.

## ARTICLE 3

### MULTI-USE FACILITY REIMBURSEMENT AND COST SHARE

**3.1 Use of Multi-Use Facility.** If constructed within the Campus, the Multi-Use Facility shall be either (i) a County owned and operated government facility that provides service to the citizens of Orange County, or (ii) a similar facility as contemplated in the Sportsplex masterplan.

**3.2 Leased and Operated by a Non-Profit Entity.** If the Multi-Use Facility is leased and operated by a non-profit then the non-profit will be responsible for its proportionate share in the cost of the maintenance for the Common Areas. If the Multi-Use Facility is built, or the County has approved construction of the Multi-Use Facility on or before October 1, 2038, then the County will require the non-profit to reimburse the Library for the cost of initial design of the Retention Ponds, Multi-Use Facility Lot and other areas designed by the Library's design team specifically for the Multi-Use Facility and the construction cost of the Retention Pond and ancillary infrastructure or facilities associated with the Multi-Use Facility (if constructed when the Library Building is constructed ) as set forth and further outlined and defined in **Exhibit C**. County agrees to lease the land within the Campus to the non-profit subject to substantially similar rental terms and operating conditions as this Lease, including the requirement to reimburse the Library as set forth above (if within the applicable timeframe), include in the lease the requirement for the non-profit to pay its proportionate share of the maintenance of the Common Areas and at a minimum utilize the same FMV and the percentages as used herein, with only a difference in the rental amount due to the size of the Multi-Use Facility.

**3.3 Owned and Operated by the County.** If the Multi-Use Facility is owned and operated by the County, the County will proportionally share in the cost of the maintenance for the Common Areas. The County will not be obligated to reimburse the Library for the cost of initial design of the Retention Ponds, Multi-Use Facility Lot and other areas designed by the Library's design team specifically for the Multi-Use Facility.

## ARTICLE 4

### DESIGN, CONSTRUCTION AND ALTERATION/RENOVATION OF IMPROVEMENTS

**4.1 Design Phase.** The County's Parks and Recreation Department will cooperate with the Library in its design and construction of the Library Building Envelope and Common Areas. The Library is required to design those Design Elements within the Common Area at its sole cost and expense as set forth in **Exhibit D**.

**4.1.1 County Provided Information.** The County will provide or facilitate the release to the Library of information related to the existing plans, due diligence reports, and surveys from its design professionals including but not limited to: Auto Cad drawings of the park and its design of the Campus; specifications for the Large Vehicle Parking; any environmental, cultural, endangered species, sand skink studies; any land or tree surveys; and any documents from AECOM Engineering and their masterplan efforts. The Library agrees and understands that the County is providing the above for informational purposes only and makes no representations as to the accuracy of any information provided. The Library is required to conduct its own due diligence, perform its own studies and assessments and not solely rely on the information provided by the County or its design professionals.

**4.1.2 Campus Design and Layout.** The Parties agree that the area of the Property that the Library can utilize for purposes of design and layout is the Campus in the general area shown in **Exhibit B**. Design, permitting, construction and signage will be performed by the Library at its sole cost and expense ("Library's Work"). Included within the design will be plans to secure the gate area and entrance from the adjacent public roadway (currently named Hamlin Groves Trail) at locations mutually agreeable to by the Parties. Library's Work will comply with all applicable statutes, ordinances, regulations, laws, and codes.

**4.1.3 Access.** Beginning when County has received evidence of the insurance required by this Lease, and subject to the requirements of this Lease, County will permit Library, its contactors and design professionals (collectively, the "Library's Contractors") access to the Leased Premises for performance of Library's Work. Library's Work will be subject to inspection, by County and County's architects, engineers, contractors and other representatives, at all reasonable times during the period in which Library's Work is being constructed and installed.

**4.1.4 Schedule.** Library will use its best effort to meet the schedule set forth in the attached **Exhibit D** in order to complete the Library's Work. Failure of Library to meet the deadlines set forth in the attached **Exhibit D**, will result in the payment to the County of any liquidated damages that the Library is entitled to pursuant to its contracts with the Library's Contractors. Within thirty (30) days of the Execution Date, Library shall provide copies of its executed contracts with the Library's Contractors to County.

**4.2 As-Built Plans and Surveys.** Library shall provide to County as-built construction plans for all improvements constructed by Library. Library at its own cost and expense will cause the Campus to be surveyed for the improvements for purposes of confirming acreage and establishing or adjusting rent accordingly ("Surveyed Acreage").

**4.3 County Review and Approval.** Library agrees to include County's designated representatives from Orange County Parks and Recreation Department during design phases and public meetings. Library shall present its design plans to Orange County Parks and Recreation Department for their review at the following design phases: 30%, 60%, and 90% completion. County agrees to submit the plans to the City for its review as required by the Sportsplex Lease. The plans, and any modification thereto, for Library's Work will be subject to County's prior approval, which will not be unreasonably withheld, conditioned or delayed. The approvals pursuant to this Section are not in lieu of the permitting and review process required by the County. The Library is required to comply with all local, state and federal regulations as necessitated by the Library's Work.

**4.4 Reimbursement.** In order to calculate the cost of reimbursement from the non-profit pursuant to Section 3.2 above, the Library shall maintain all records of the cost of design and construction for the Common Areas and planning for the Multi-Use Facility and the Multi-Use Facility Lot and Retention Pond(s) area. The calculations shall be provided and attached hereto as **Exhibit C.**

**4.5 Contractor Requirements.** The Library shall require for any work completed pursuant to this Lease the following from Library's Contractors:

**4.5.1 Bond.** To provide a performance bond and a labor and material payment bond each in an amount not less than the aggregate construction cost of the alterations, less amounts covered by any subcontractor bonds, provided that one hundred percent (100%) of the construction cost of the improvements is bonded in the aggregate. The construction bonds shall be in form and substance as required by the County and must also be submitted to and approved by County prior to commencement of construction. County will not unreasonably withhold consent and will respond to such request within 30 days.

**4.5.2 Warranty.** To warrant the work associated with the improvements to be free of defects of workmanship and materials for a period of at least one (1) year following the date of substantial completion of construction. County will be made a third-party beneficiary of Library's warranty from Library's Contractor.

**4.6 Insurance.** Library shall maintain or cause the Library Contractor to maintain the insurance as required in **Article 7** of this Lease and will provide evidence thereof to County prior to commencing any of the work.

**4.7 Construction Liens.** The Property is owned by governmental entities and is not subject to any construction liens. This Lease hereby strictly forbids the filing of any liens whatsoever by any contractor, subcontractor, materialmen, laborer or other person for any work performed by or at the request of Library in or about the Leased Premises or Common Areas. Notice of such prohibition may be given to such persons in a memorandum of lease recorded in Orange County, Florida. Without limiting the generality of the foregoing, Library hereby acknowledges and agrees to the following: THE INTEREST OF COUNTY, OR CITY, IN THE CAMPUS WILL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS TO THE LEASED PREMISES MADE BY, ON BEHALF OF, OR AT THE DIRECTION OF LIBRARY, NOTWITHSTANDING ANY APPROVAL BY COUNTY OF ANY CONTRACT(S) WITH



ANY CONTRACTOR(S), AND/OR COUNTY'S APPROVAL OF ANY PLANS, IMPROVEMENT(S) AND/OR ALTERATIONS. PRIOR TO ENTERING INTO ANY CONTRACT FOR THE CONSTRUCTION OF ANY ALTERATION OR IMPROVEMENT, LIBRARY WILL NOTIFY ALL CONTRACTORS MAKING IMPROVEMENTS TO THE LEASED PREMISES OF THE FOREGOING PROVISION. IN THE EVENT LIBRARY FAILS TO INCLUDE THE FOREGOING LANGUAGE IN ANY SUCH CONTRACT, COUNTY MAY, BUT WILL NOT BE REQUIRED TO, EXERCISE ALL REMEDIES AVAILABLE UNDER THIS LEASE AS A RESULT OF SUCH EVENT OF DEFAULT. All lienors, including without limitation, contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers, professional lienors (as defined in Section 713.03, Florida Statutes, as restated, amended, modified, replaced or supplemented), and others are called upon to take due notice of this clause, it being the intention of County and Library to expressly prohibit any such lien against County's title or interest in and to the real property upon which the Campus is constructed by the use of this language, as and in the manner contemplated by Florida's Construction Lien Law, as the same may from time to time be restated, amended, modified, replaced or supplemented. At either Party's request, simultaneously with the execution of this Lease, the Parties agree to execute a memorandum of lease confirming the foregoing limitation of liens, and Library further agrees to execute any termination or release of such memorandum of lease upon receipt of County's written request.

**4.8 County Review of Exterior Alterations or Renovations of the Improvements in the Library Building Envelope.** If the Library wants to make alterations or renovations to the exterior of the improvements constructed in the Library Building Envelope then the same review process as set forth in Section 4.3 above shall apply.

**4.9 Changes and Additions to the Campus.** Provided that the same does not unreasonably prevent Library from using the Leased Premises as a public library, County hereby reserves the right, at any time from and after the Effective Date of this Lease: (i) to construct additional buildings or improvements on the Campus; (ii) to demolish any buildings or improvements (or parts thereof) contained within the Campus or otherwise decrease the existing size of the Campus; (iii) to add additional parcels to or subtract existing parcels from the Campus; (iv) to construct other buildings or improvements anywhere on the Campus, including, without limitation, structures for motor vehicle parking; (v) to make alterations or additions to any portion of the Campus; (vi) to modify the Common Areas in any way, and (vii) to build additional stories on any building contained within the Campus. Library will fully cooperate with County so as to permit County to affect any of the above described changes to the Campus. Any such changes to the Campus will be taken into consideration and Library's Rent will be adjusted accordingly.

## ARTICLE 5

### LIBRARY OPERATIONS

**5.1 Use of Premises.** Library will use the Leased Premises solely for a public library services (which include such ancillary uses such as but not limited to: voter registration, voting, community meetings, educational programming, community outreach, co-hosting school functions like Summer BreakSpot, co-hosting functions with the Orange County Parks and Recreations Department, etc.) (collectively, the “Library’s Use”) and for no other purpose. No other use of the Leased Premises is allowed without the prior written consent of County. Library is not permitted to license use of the Library Building or Stage Area for commercial events such as weddings, parties, fundraisers (not associated with the Library). Library agrees to actively use the Leased Premises as a public library and agrees to cooperate with Orange County Parks and Recreation Department to co-host and co-promote events. The Library will work with Orange County Parks and Recreation Department to create a Memorandum of Understanding (“MOU”) to include but not be limited to: operating hours, securing the entrance from the adjacent public roadway (currently named Hamlin Groves Trail) and other authorized uses of the area.

**5.2 Payment for Utilities.** Library will be solely responsible for and will promptly pay all charges for water, sewage, gas, electricity, trash removal or any other utility which are separately metered and used, consumed in or discharged from the Leased Premises. In no event will County be liable for an interruption or failure in the supply of any utilities to the Leased Premises. Library will not install any equipment in or about the Leased Premises which will exceed or overload the capacity of any utility facilities serving the Leased Premises or the Campus.

**5.3 Taxes on Leasehold or Personal Property.** Library will be responsible for and will pay when due all municipal, county or state taxes, if any, assessed during the Lease Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises or Campus by the Library. In addition, if the taxing authorities include in any taxes or assessments levied or assessed against the value of any machinery, equipment, fixtures, inventory or other personal property or assets of Library in such taxes or assessments, then Library will also pay 100% of the taxes and assessments allocable to such items.

**5.4 Signs.** Library will not place or permit to be placed or maintained on an exterior door, wall or window of the Library Building any permanent sign, awning, or canopy or other thing of any kind whatsoever, without first obtaining the County’s written consent thereto, which consent will not be unreasonably withheld, conditioned or delayed. All signage will comply with applicable governmental regulations and restrictions affecting the Campus. Any sign for Library on or adjacent to the Leased Premises will be a part of Library’s Work.

**5.5 Governmental Regulations.** Library will, at Library’s own cost and expense, comply with all county, municipal, state and federal laws, orders, ordinances, rules, regulations and any other applicable requirements of all governmental authorities, now in force or which may hereafter be in force, pertaining to the Leased Premises, including without limitation the Americans with Disabilities Act, and the “Florida Americans With Disabilities Accessibility Implementation Act,” FLA. STAT. §§ 553.501-553.513, as the same may be amended and restated (collectively, “ADA”).

**5.6 Rules and Regulations.** Library's use of the Leased Premises and the Common Areas will be subject to such reasonable rules and regulations as may be promulgated from time to time by County. The County will have the right to modify such rules and regulations from time to time during the Lease Term; provided, however, that no such modification of the rules and regulations will be directly inconsistent with the provisions of this Lease.

**5.7 Hazardous Substances.**

**5.7.1 Compliance.** Library will maintain the Leased Premises, and its operations thereon, in compliance with all federal, state and local laws, regulations, ordinances, rules, orders, and agency policies or guidelines regarding the environment, human health or safety ("Environmental Laws") that apply to the Leased Premises or its use. Library will not store or use hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Environmental Laws, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §§ 9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15 U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances").

**5.7.2 Obligation to Cure.** Library will cure any spill, leak, discharge, or other release from, on, about or under the Leased Premises, but Library will not be responsible for curing any Hazardous Substances existing on the Accountability Date or caused by the County during the Term of the Lease. Library will not install any underground or aboveground storage tanks on the Leased Premises without County's prior written permission, which may be withheld in County's sole discretion.

**5.7.3 Notice and Right to Inspect.** Library will give County written notice immediately upon Library's knowledge of any Hazardous Substances existing in the Campus that impacts soil, groundwater, or surface water, or requires notification of regulators. At any time, and from time to time, prior to the expiration or earlier termination of the Lease Term, County will have the right to (i) inspect any of Library's environmental records with respect to the Leased Premises, and (ii) conduct appropriate tests and site investigations of the Leased Premises to determine whether contamination has occurred as a result of Library's occupancy of the Leased Premises.

**5.7.4 Violation.** Notwithstanding the expiration or earlier termination of this Lease, if upon the expiration or earlier termination of this Lease there exists a violation of Environmental Laws at the Leased Premises for which Library is liable or if Library has failed to fulfill its obligations under this section 5.7, and if such violation or failure delays another tenant from commencing its work or operations at the Leased Premises, Library will reimburse County for County's lost rental plus the amount required for County to cure the violation of Environmental Laws and/or to cure Library's default by fulfilling Library's obligations under this Lease, if possible.

## ARTICLE 6

### REPAIRS, MAINTENANCE AND SURRENDER OF LEASED PREMISES

**6.1 Net Lease.** During the entire Lease Term, the County will have absolutely no cost, obligation, responsibility or liability whatsoever relating to the Leased Premises. Without limiting the generality of the foregoing, County will have absolutely no obligations for repairing or maintaining any portion of the interior or exterior of the Leased Premises or any systems with respect thereto, and Library is responsible for paying all expenses and obligations of the Leased Premises, and any improvements now or hereafter related thereto, which come due or are incurred during the Lease Term. All costs, expenses and obligations of any kind relating to the maintenance and operation of the Leased Premises, including all alterations, repairs and replacements, which may arise or become due during the Lease Term will be paid by Library.

**6.2 Responsibilities of Library.** Without limiting the generality of the obligations placed upon Library under Section 6.1, Library agrees to repair and maintain in good order and condition all elements of the Leased Premises, including, without limitation, the roof, walls, foundation, structural components, interior and exterior surfaces and any paint, all equipment and systems, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, plumbing fixtures equipment and systems, windows, doors, window glass, floor covering, sewage system (including grease traps, if applicable), facilities and appliances. As to any and all utilities, Library's obligations shall extend beyond the Leased Premises to the meter or other connection to the public utility source. Library will, at its own cost and expense, perform all janitorial and cleaning services for the interior and exterior of the Leased Premises in order to keep the same in a neat, clean and orderly condition. If Library fails to undertake and at all times thereafter diligently begin pursuing to completion the repair and maintenance of the Leased Premises as required hereunder within fourteen (14) days after its receipt of written notice from County that such repairs or maintenance are so required (except in the case of any such repairs or maintenance which constitute an emergency to the structural integrity or safety of the Leased Premises, in which event no such notice will be required), then County may make such repairs and maintenance, without liability to Library for any loss or damage that may accrue to Library's books, fixtures or other property, or to Library's operations by reason thereof and, within ten (10) days after the completion thereof and upon County's presentation of a bill therefor, Library will pay County's internal and external cost of making such repairs, plus twenty percent (20%) for overhead, as additional rent. In addition, said bill will include interest at the annual percentage rate (APR) of ten percent (10%) on County's repair costs, computed from the date of completion of such repairs by County through the date of the full payment of such costs by Library. If County undertakes any maintenance or repair work on any portion of the Property and it is determined that such maintenance or repair work is made necessary by the negligence or willful act or omission of Library or any of its employees or agents, or that the maintenance or repair work is, under the terms of this Lease, otherwise the responsibility of Library, then Library will pay County's internal and external cost therefor, plus overhead and interest as above provided in this Section. At County's election, it may utilize the Demolition Fund for such repairs and thereafter, the Library shall replenish the Demolition Fund in accordance with Section 2.2.1 above.

**6.3 Right To Inspect.** Orange County Facilities Management Department shall have the right but not the obligation to perform an annual inspection of the grounds and facilities and

inspect within 48 hours of notice to the Library. Said inspections will be coordinated with the Library's Facilities and Operations Manager. In lieu of or in addition to the inspection, the County may request a copy of the Library's maintenance records, such as annual roof and MEP, HVAC inspections and reports, for the Horizon West Branch Library. Library shall produce the requested records within fifteen (15) business days of the date of the written request.

**6.4 Surrender of Leased Premises.** Upon the termination of Library's rights of possession under this Lease (whether as a result of the expiration of the Lease Term or any renewal or extension thereof or any sooner termination thereof in accordance with the terms of the Lease), Library will immediately surrender the Leased Premises to County. Except as provided below, all alterations which are permanently installed or attached to the walls, ceiling, or roof will remain as part of the Leased Premises unless requested otherwise by County. Items such as, but not limited to, fixtures, equipment, furniture, televisions or video monitors, IT servers, switches, routers, security systems, etc., attached to the interior walls of the Library Building which are not intended to be permanently affixed, will be Library's "Personal Property" at all times, and Library may remove any such Personal Property at the end of the Lease Term. Library will also thereupon surrender all keys and codes for the Leased Premises to County. Library's obligation to observe or perform this covenant will survive the termination of this Lease and Library's rights of possession thereunder. Library hereby agrees to peaceably surrender to County the Leased Premises in clean condition and in good repair, reasonable wear and tear excepted. Subject to the provisions of this Section, Library will remove all of its Personal Property and removable fixtures and equipment, as well as its signs and identification marks from the Leased Premises on or before the end of the Lease Term. If Library fails to remove such Personal Property by the end of the Lease Term then such Personal Property will be deemed abandoned by Library and at the option of County will become the property of County, or at County's option may be removed by County at Library's expense, or placed in storage at Library's expense, or sold or otherwise disposed of, in which event, subject to the last sentence of this Section, the proceeds of such sale or other disposition will belong to County.

**6.5 Demolition.** At the end of the Lease Term and upon County's written request, Library will, at its expense, demolish and remove the Library Building, and all improvements, fixtures, apparatus, and equipment which are attached to, installed on, under, or made a part of the Leased Premises within 90 days. The Demolition Fund established at the beginning of this Lease, along with any accumulated interest will be used to off-set the cost of required demolition of the improvements within the Library Building Envelope. Remaining Demolition Funds, if any, will be paid by the County to the Library. The Library will provide the County with an invoice for the cost of the demolition and payment will be made to the Library within thirty (30) days of receipt of the invoice.

## ARTICLE 7

### INSURANCE; INDEMNIFICATION AND WAIVER OF SUBROGATION

**7.1 Insurance by Library.** At all times during the Lease Term, Library shall obtain and maintain in full force and effect policies of insurance relating to the Leased Premises and the Common Areas as detailed below. Neither approval nor failure to disapprove insurance furnished by Library will relieve Library from responsibility to provide insurance as required by this Lease. Among other things, on or prior to the Accountability Date, Library shall have provided County with the proof of insurance required by this Lease.

**7.1.1 Leased Premises.** At Library's sole cost and expense, Library shall maintain the following types of insurance:

(a) **Commercial General Liability.** Library shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, and with umbrella coverage with limits not less than \$5,000,000.00, to cover the Library, the County, and any others designated by the County against liability for all operations including but not limited to contractual, products and completed operations, injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Leased Premises. Additionally, Library agrees to endorse the County as an Additional Insured with CG 2026 Additional Insured endorsement or its equivalent and a waiver of right of recovery endorsement to all commercial general liability policies. The additional insured shall be listed in the name of Orange County, Florida.

(b) **Sexual Abuse and Molestation Coverage.** Library shall maintain Sexual Abuse and Molestation Coverage for all events directed to minors with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit either shall apply separately to this Lease or shall be at least twice the required occurrence limit.

(c) **Professional Liability.** If applicable, Library shall require Library's Contractors to maintain coverage for all professional services with limits of not less than \$1,000,000 per incident unless otherwise specified below:

(i) Architect/Design Consultant as well as their Civil Engineer, MEP and Structural Engineer sub-consultants are required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$5,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

(ii) Architect/Design Consultant's Surveying sub-consultant(s) are required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$3,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

(iii) Architect/Design Consultant's Geotech sub-consultant(s) are required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$2,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

(iv) Architect/Design Consultant's Interior Decorator, Environmental and Cost Estimating sub-consultant(s) are required to maintain a minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this project.

(d) **Workers' Compensation.** Library shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis.

(e) **Business Automobile Liability.** Library shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 per occurrence. In the event Library does not own automobiles, Library shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(f) **Property Insurance.** Library shall carry property insurance in an amount equal to or greater than the replacement value of the Library Building and Stage Area and if such structures, or any portions thereof are damaged or destroyed, Library shall promptly repair or replace the same regardless of any insurance proceeds received with respect to such damage or destruction and such repair or replacement shall be made to a standard in accordance with current building codes.

**7.1.2 Common Areas.** In addition to any insurance regarding the Leased Premises provided by Library, the Parties have agreed that Library will provide liability insurance on the Common Areas for the entire Lease Term insuring both the County and Library regarding matters and claims associated with or arising from the Common Areas (including without limitation claims against the County and/or Library relating to personal injuries alleged to have occurred on the Common Areas regardless of the ultimate destination of the individual allegedly injured). Prior to the Effective Date, Library has provided the County with evidence of the liability insurance and the limits and coverage thereof that would be applicable to the Common Areas and the initial cost thereof. During the Lease Term Library shall maintain all such policies of insurance so that the limits and scope of coverage of such liability insurance relating to the Common Areas will not be diminished without the County's written consent.

**7.1.3 Insurance for Construction.** In addition to any other insurance which may be required under this Lease, Library will secure, pay for and maintain or cause Library's construction contractors to secure, pay for and maintain beginning on the Accountability Date and thereafter during the continuance of construction of Library's Work within the Leased Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(a) **Workers' Compensation.** Worker's Compensation and Employer's Liability Insurance with limits of not less than amounts as may be required from time to time by any applicable workers compensation law, employee benefit acts, or other statutes applicable in

the State of Florida, and in any event sufficient to protect Library's Contractor from liability under the aforementioned acts.

(b) **Commercial General Liability.** Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance will provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and will insure Library's Contractor against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Library's Contractor or by anyone directly or indirectly employed by any of them.

(c) **Builder's Risk.** "All-risk" builder's risk insurance upon the entire scope of Library's Work to the full insurable value thereof. This insurance will include the interests of County and Library (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in Library's Work and will insure against the perils of fire and extended coverage and will include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of Library's Work are stored off the site of the Campus or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Library will affect and maintain similar property insurance on such portions of Library's Work. Any loss insured under said "all-risk" builder's risk insurance will be adjusted between County and Library.

(d) **Requirements.** All policies (except the worker's compensation policy) will be endorsed to include as additional insured parties the County, City and the Library. The waiver of subrogation provisions contained in this Lease will apply to all insurance policies (except the worker's compensation policy) to be obtained this Section. The insurance policy endorsements will also provide that all additional insured parties will be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (excluding cancellation for nonpayment of premium, when ten (10) days' prior written notice will be acceptable) and will provide that the insurance coverage afforded to the additional insured parties thereunder will be primary to any insurance carried independently by said additional insured parties.

**7.2 Insurance Requirements.** Insurance required to be maintained pursuant to this Lease shall meet the following requirements:

**7.2.1 Deductible.** When a deductible exceeds \$100,000.00, the County reserves the right to request a copy of Library's most recent audit or review of their organizational financial statements certified by a CPA. For policies written on a "Claims-Made" basis, Library agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period ("**SERP**") during the life of this Agreement Library agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve Library of the obligation to provide replacement coverage.



**7.2.2 Carrier Rating.** Insurance carriers providing coverage required in this Agreement must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

**7.2.3 Coverage and Changes.** All such coverages shall be primary and contributory with any insurance or self-insurance maintained by the County. As evidence of compliance with the insurance required herein, Library will furnish County with a fully completed satisfactory Certificate of Insurance evidencing all coverages required herein. Library will provide County with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration of such insurance. Library shall notify the County in writing, not less than thirty (30) days prior to any material change or non-renewal of any of the coverage's required in this Agreement, and such insurance provider shall be required to notify the County no less than thirty (30) days prior to any cancellation of any insurance coverage.

**7.2.4 Certificates.** In addition to the certificate(s) of insurance, Library shall also provide copies of the additional insured and the waiver of subrogation endorsements as required pursuant to this Section. For the Term of the Lease renewal certificates shall be submitted automatically to the County. The certificates shall clearly indicate that the Library has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference this Agreement. The certificate holder shall read as follows and Library shall cause copies of said certificates sent to the named department below:

<b>Certificate Holder</b>	<b><i>With copies to:</i></b>
Orange County, Florida	Orange County, Florida
Attn: Risk Management Division	Attn: Manager, Real Estate Management Division
400 East South Street	400 East South Street 5 <sup>th</sup> Floor
Orlando, Florida 32801	Orlando, Florida 32801

**7.2.5 Requirement to Cure.** Library will not allow any insurance required to be maintained by it under this Lease to lapse or be terminated for any reason whatsoever. In the event County receives notice from an insurance carrier (i) that any policy has not been renewed, or (ii) that any premium has not been paid, or (iii) that any coverage is going to be modified or eliminated, or (iv) that any insurance required to be maintained by Library under this Lease is going to be altered in any manner which could have a negative impact on the protection provided to County or the Leased Premises, such notice will constitute a material default under this Lease. Library immediately will cure such default. If Library does not cure such default within ten (10) days, Library will cease all operations on the Leased Premises. County will have the right to enforce the provisions of this Section by any means available to it under this Lease, at law or in equity, including without limitation injunction and/or acceleration of all sums due hereunder.

**7.2.6 Adjustments to Coverage.** The Parties agree that prior to any Renewal Term, the levels of insurance coverage will be reviewed by the Parties and the County shall retain the right to amend such requirements to reflect the then commercially reasonable industry standards.

**7.3 Indemnification.** The County and the Library accept any liabilities arising from its own operation, use or maintenance of the improvements for which it is responsible or obligated as addressed herein this Agreement. To the extent provided by Florida law, the County and the Library shall indemnify and hold harmless, the other from and against any and all loss, cost (including attorneys' fees), damages, expense, and liability (including statutory liability and liability under Worker's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or persons, or property damages to any property sustained by County and/or all other persons which arise from any act or neglect on or about the Leased Premises by itself, or its agents, employees, invitees, contractors and subcontractors.

**7.4 Waiver of Subrogation.** County and Library each hereby waive their right to receive damages against each other for any reason whatsoever to the extent the damaged Party recovers from its insurance carrier, unless said waiver invalidates any such insurance policy. Any insurance policy procured by either Library or County hereunder which does not name the other as an insured will, if obtainable (regardless of cost), contain an express waiver of any right of subrogation by the insurance company against the County or Library, as the case may be. All insurance policies obtained by Library hereunder will contain an endorsement that County, although named as an insured, will nevertheless be entitled to recover damages caused by the negligence or willful acts of Library. This Section will control over any other provision of this Lease in conflict with it and will survive expiration or sooner termination of this Lease.

**7.5 Liability Limits.** The limits of liability of the Parties are set forth in Section 768.28, Florida Statutes, and nothing herein will be construed to extend the limits of liability beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of the County's or the Library's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby will inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

## ARTICLE 8

### ATTORNTMENT AND ESTOPPEL CERTIFICATES

**8.1 Attornment.** Library will attorn to any purchaser or assignee of County's rights in the Sportsplex Lease pertaining to the Leased Premises.

**8.2 Estoppel Certificates.** The Parties agree to provide estoppel certificates to each other as reasonably requested from time to time. Within thirty (30) days following receipt of a written request for an estoppel certificate, the receiving Party will execute and deliver to the requesting Party, without charge, a written certificate which may be relied upon by the requesting Party, and other persons or entities reasonably identified in the request. The certificate will: (i) ratify this Lease; (ii) confirm the Effective Date, Accountability Date, the Rent Commencement Date, the Termination Date of the Lease Term, the Rent, the Demolition Fund, the Sinking Fund, and the date(s) by which Library must exercise rights to renew the Lease Term; (iii) certify that Library is in possession of the Leased Premises; (iv) certify that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as will be specified in the certificate; (v) certify that all conditions under this Lease to be performed by County and Library have been performed and satisfied, except such conditions as specified in the certificate; (vi) certify that there are no defenses or offsets against the enforcement of this Lease, except those defenses or offsets specified in the certificate; (vii) recite the amount of advance rent, if any, paid by Library and the date through which such rent has been paid; and (viii) certify any factual or other matters as the requesting Party may reasonably request.

## ARTICLE 9

### ASSIGNMENT AND SUBLETTING

**9.1 No Assignment and No Subletting.** This Lease may not be assigned by Library in whole or in part. Library will not assign, mortgage, pledge or encumber this Lease or any interest therein, or sublet the whole or any part of the Leased Premises, or permit the use of the whole or any part of the Leased Premises by any licensee, concessionaires or other occupant (whether by operation of law or otherwise) (collectively, a "Transfer"), without first obtaining the prior written consent of County. Due to the nature of this Lease, no assignment or sublet is permissible unless the sublessee or assignee is a governmental entity operating public libraries in Orange County, Florida. Notwithstanding any such assignment, subletting, licensing or granting of a concession made with the prior written consent of the County as stated above, Library will nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease.

**9.2 Improper Transfer.** Any Transfer by Library in violation of this article will, at County's option, be void.

## ARTICLE 10

### DAMAGE OR DESTRUCTION

**10.1 Notice.** Library will give prompt written notice to County of any damage to the Leased Premises. If the Leased Premises, or any portion thereof, is damaged by fire or any other casualty, then this Lease will continue in full force and effect and the damage will promptly be repaired by Library, at Library's own cost and expense. Notwithstanding anything to the contrary set forth herein, the rights of the County as set forth in this Lease in the event of a casualty to any improvement on the Property shall be paramount. Library agrees to provide all insurance reports, investigations, inspections, and/or communications related to the damage to the County within five (5) business days of receipt by the Library.

**10.2 Sinking Fund.** The Library will keep and maintain a Sinking/EARR fund with no less than one (1) million dollars \$1,000,000.00 to provide for immediate repairs, while waiting on insurance proceeds, to the Library Building Envelope in case of damage or destruction.

**10.3 Requirement to Rebuild.** If the Sinking Fund is not sufficient to cover the cost, the Library will rebuild or repair the damaged structure within the Library Building Envelope to like new condition upon Library's receipt of the proceeds of any insurance policy or policies required hereunder. If the amount of the sinking fund and insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged improvements, the Library shall be responsible for the payment of any additional sums required to complete the required repair, replacement or rebuilding.

**10.4 Demolition.** If it is determined that the Library Building Envelope is damaged to the extent that it cannot be repaired, then the facility will be demolished using proceeds from the Demolition Fund and then rebuilt utilizing insurance proceeds. Thereafter the Library will replenish the Demolition Fund.

**10.5 No Liability.** County will not be responsible, unless it is the cause of the damage, for any damage to property of Library or of others located in or about the Leased Premises and/or the Common Areas, nor for the loss of or damage to any property of Library or of others by theft or misappropriation or otherwise.

## ARTICLE 11

### DEFAULT AND HOLDING OVER

**11.1 Events of Default.** The following events will individually, and collectively, be deemed an “Event of Default” by Library under this Lease:

**11.1.1** Library’s failure to pay any rental or other payments (including the Demolition Fund or the requirement to replenish the Demolition Fund) when due hereunder, which failure is not cured within ten (10) days after written notice thereof is given to Library by County;

**11.1.2** Library’s failure to keep or perform any of the other terms, covenants or obligations of this Lease required to be kept or performed hereunder, and Library’s failure to cure any such failure within ninety (90) days after written notice thereof is given to Library by County (provided, however, in the case of any default referred to in this Article 11 which cannot with reasonable diligence be cured within such ninety (90) day period, if Library will commence to cure the same within such ninety (90) day period and thereafter will prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured will be extended for such period as may be necessary to complete the curing of the same with diligence and continuity;

**11.1.3** Library’s failure to open, maintain and continuously operate for the Lease Term a public library at the Leased Premises;

**11.1.4** Library’s falsification of any report to County;

**11.1.5** Any lapse in the insurance coverage required to be maintained by Library under this Lease.

**11.2 County’s Rights on Default.** Upon the occurrence of any Event of Default under Section 11.1, the County, at its election, may pursue any remedy available at law or in equity, the exercise of any of which will not be deemed to preclude the exercise of any others provided by statute, at common law or in equity at the same or at subsequent times.

**11.3 No Waiver.** The failure of County to insist upon the strict performance of any of the terms, conditions and covenants herein will not be deemed to be a waiver of any rights or remedies that County may have and will not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained, except as may be expressly waived in writing. All of the remedies of County in the event of an Event of Default will be cumulative and in addition County may pursue any other remedies permitted by law or in equity. The receipt by County of any Rent after any Event of Default (whether the Rent is due before or after the occurrence of such Event of Default) will not be deemed to operate as a waiver of any than existing default by Library or of the right of County to enforce the payment of any other Rent reserved in this Lease that may be due and owing at that time, or otherwise, or to pursue eviction or any other remedies available to County. No payment by Library, or receipt by County, of a lesser amount than the Rent actually owed under the terms of this Lease will be deemed to be other than on account of the earliest stipulated Rent, nor will any endorsement of, or statement on, any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction.

County may accept the check or payment without prejudice to County's right to recover the balance of the Rent or to pursue any other remedy.

**11.4 County's Default.** Should County be in default under any of the terms of this Lease, Library will give County prompt written notice thereof specifying any alleged default in reasonable detail, and County will thereupon have a reasonable period of time, but in no event less than ninety (90) days to cure such default. A default hereunder will be deemed cured if County in good faith commences to cure the same within ninety (90) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the cure of such default.

**11.5 Library's Rights on Default.** Upon the occurrence of a default by the County under Section 11.4, the Library, at its election, may pursue any remedy available at law or in equity, the exercise of any of which will not be deemed to preclude the exercise of any others provided by statute, at common law or in equity at the same or at subsequent times.

**11.6 Holding Over.** If Library remains in possession of the Leased Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Library, at the option of County, will be deemed to be occupying the Leased Premises as a tenant from month-to-month, at a monthly rent equal to one hundred and fifty percent (150%) of the Rent of the previous year divided by twelve. The resulting month-to-month tenancy will be subject to all the other conditions, provisions and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy, and such month-to-month tenancy may be terminated in accordance with applicable Florida law.

## ARTICLE 12

### ACCESS BY COUNTY

County or its representatives will have the right to enter the Leased Premises (with reasonable advance notice to Library unless an emergency occurs, then no notice is necessary) at all reasonable hours of any day during the Lease Term.

**ARTICLE 13**

**MISCELLANEOUS**

**13.1 No Partnership.** Library's relationship with the County shall be that of a tenant and landlord, respectively. Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Library and the County. Library's employees and volunteers shall not be considered, or in any way be construed as, employees or agents of the County for any purpose, including any Worker's Compensation purposes. Neither party shall have the power or authority to bind the other in any promise, agreement, nor representation other than as specifically provided for in this Agreement.

**13.2 Notices.** All notices required or permitted to be given hereunder will be in writing and must be served by certified mail or guaranteed overnight carrier, postage prepaid, addressed to the Party to whom the notice is directed at the address set forth below or at such other address as the Parties may designate by written notice.

<b>COUNTY</b> Orange County, Florida Attn: Manager, Real Estate Management Division 400 East South Street 5 <sup>th</sup> Floor Orlando, Florida 32801	<b>With copies to:</b> Orange County, Florida Attn: Manager, Parks and Recreation Division  4801 West Colonial Drive Orlando, Florida 32808  Orange County, Florida Attn: County Attorney's Office 201 South Rosalind Avenue, 3 <sup>rd</sup> Floor P.O. Box 1393 Orlando, Florida 32801-1393
<b>LIBRARY</b> Orange County Library District Attn: Library Director/CEO 101 East Central Blvd. Orlando, Florida 32801	<b>With copies to:</b> GrayRobinson, P.A. Attn: Heather Ramos 301 East Pine Street, Suite 1400 Orlando, Florida 32801  Orange County Library District Attn: Chief Financial Officer 101 East Central Blvd. Orlando, Florida 32801

**13.3 Captions, Headers and Section Numbers.** The captions, headers, section numbers, article numbers and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.



**13.4 Brokerage Commissions.** County and Library hereby acknowledge, represent and warrant to each other that no broker or finder has been employed by either County or Library in connection with the transaction referred to in this Lease who is seeking a commission. Each Party hereto agrees to be solely responsible for any amounts allegedly owed arising out of any agreement, arrangement or understanding alleged to have been made by such Party, or on its behalf, with any broker or finder in connection with this Lease or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section will survive the expiration or any termination of this Lease.

**13.5 Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances is determined to be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Lease will be valid and enforced to the fullest extent permitted by law.

**13.6 Recording.** This Lease shall not be recorded in the public records of Orange County, Florida. At the request of either Party, a memorandum of this Lease shall be executed and delivered by the Parties and may be recorded by the Library in the public records of Orange County, Florida at its sole cost and expense.

**13.7 Waiver of Jury Trial.** As a material inducement to the Parties agreeing to enter into this Lease, the Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other arising out of or in any way connected with this Lease, the relationship of County and Library or Library's use or occupancy of the Leased Premises and/or the Common Areas. Upon the occurrence of an Event of Default, County will have, in addition to any other remedies which it may have hereunder, the right to invoke any remedy allowed at law or in equity, including without limitation, injunctive relief and the right to collect consequential damages. Notwithstanding anything to the contrary contained in this Lease, County reserves all rights which any state or local laws, rules, regulations or ordinances confer upon a County against a Library default.

**13.8 Governing Law and Attorney Fees.** This Lease and the rights and obligations of the Parties hereto are governed by the laws of the State of Florida. Exclusive venue for any and all actions or proceedings in connection with this Lease will be the State of Florida, in any State court located in Orange County, Florida having jurisdiction over the subject matter thereof. Library hereby waives any objection to the venue of any action filed in any court with jurisdiction located in Orange County, Florida, and Library hereby waives any right under the doctrine of forum non conveniens or otherwise, to transfer any such action filed in any such court to any other court. The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Lease, or the breach, enforcement, or interpretation of this Lease, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

**13.9 Time of Performance.** Time is of the essence of this Lease.

**13.10 Survival.** All obligations of Library hereunder not fully performed as of the expiration or earlier termination of the term of this Lease will survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Rent. Library will not for any reason withhold or reduce Library's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent is a covenant by Library that is independent of the other covenants of the Parties hereunder.

**13.11 Counterparts.** This Lease may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same document.

**13.12 Third Parties.** No term or provision of this Lease is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action under this Lease.

**13.13 Construction of Lease.** The language in all parts of this Lease will in all cases be construed as a whole according to its fair meaning and neither strictly for nor against either County or Library. Paragraph, subparagraph, section and subsection headings in this Lease are for convenience only and are not to be construed as part of this Lease or in any way defining, limiting, amplifying, construing, or describing the provisions hereof. The words "County" and "Library", as herein used, will include the plural as well as the singular. The neuter gender includes the masculine and feminine. In the event there is more than one person or entity executing this Lease as Library, the obligations to be performed and liability of all such persons and entities will be joint and several. County and Library agree that in the event any term, covenant or condition herein contained (other than with respect to the payment of Rent) is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition will in no way affect any other term, covenant or condition herein contained. County and Library acknowledge that each has had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Lease will be interpreted according to its fair construction, and will not be construed more or less favorably against the drafting Party.

**13.14 Force Majeure.** Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Party charged, that Party will not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same be due to any civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, through act of god or other cause beyond the control of the said Party. Whenever either Party is required to do or complete any act, matter or thing, the time for the doing or completion thereof will be extended by a period of time equal to the number of days on or during which such Party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of a *force majeure* event. Financial inability will never be deemed to be a cause beyond a Party's reasonable control, and in no event will either Party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing. The provisions of this Section will not operate to excuse Library from the payment of Rent or from surrendering the Leased Premises at the end of the Lease Term, and will not operate to extend the Lease Term.

**13.15 Regulatory Authority.** Nothing in this Lease will be deemed to obligate the County to approve any application submitted by Library or any of its affiliates, and nothing in this Lease will be deemed to limit or in any way restrict County's exercise of its regulatory authority.

**13.16 Radon Notice.** Notification pursuant to Florida statute 404.056(8): RADON GAS: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department."

**13.17 Delegation of Authority.**

**13.17.1 County.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to furnish any notice required or allowed under, sign a memorandum of lease, sign estoppel certificates, and to sign amendments to this Agreement.

**13.17.2 Library.** The Library Director/CEO and the Library Chief Financial Officer is hereby authorized, on behalf of the Library, to furnish any notice required or allowed under, sign a memorandum of lease, sign estoppel certificates, and to sign amendments to this Agreement.



**13.18 Binding Effect.** All rights and liabilities herein given to, or imposed upon, the respective Parties hereto will inure to the benefit of, be binding upon and enforceable by and against the successors and assigns of said Parties; provided, however, that no rights will inure to the benefit of any assignee of Library unless the assignment to such assignee has been approved by County in writing. Nothing contained in this Lease will in any manner restrict County's right to assign or encumber this Lease and, in the event County sells, transfers or otherwise disposes of its interest in the Property and the purchaser or transferee assumes County's obligations and covenants hereunder, then County will thereupon be relieved of all further obligations and covenants hereunder.

**13.19 Entire Agreement.** This Lease and the exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between County and Library concerning the Leased Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those which are set forth herein. Except as otherwise provided herein, no subsequent alterations, changes or additions to this Lease will be binding upon County or Library, unless reduced to writing and fully executed by both County and Library.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

*Library Execution Page of Lease Agreement for Horizon West Branch Library*

IN WITNESS WHEREOF, County and Library have executed this Lease as of the Effective Date.

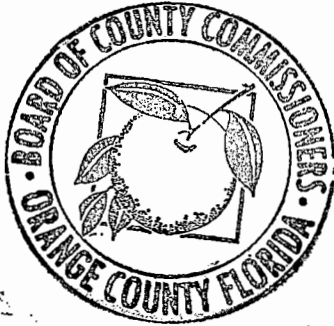
<b>Orange County Library District Board of Trustees</b>	<b>Orange County Library District</b>
	
<b>Crocket Bohannon President</b>	<b>Steve Powell Interim Director/CEO and COO</b>
Date: <i>June 24, 2022</i>	Date: <i>June 23, 2022</i>

**County Execution Page of Lease Agreement for Horizon West Branch Library**

IN WITNESS WHEREOF, County and Library have executed this Lease as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *26 July 2022*

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

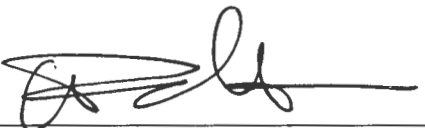
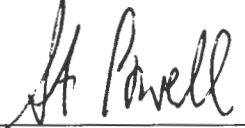
By: *Noelia Perez*  
for Deputy Clerk

Printed Name: *Noelia Perez*

Date: **JUL 28 2022**

*Library Execution Page of Lease Agreement for Horizon West Branch Library*

IN WITNESS WHEREOF, County and Library have executed this Lease as of the Effective Date.

<b>Orange County Library District Board of Trustees</b>	<b>Orange County Library District</b>
	
<b>Crocket Bohannon President</b>	<b>Steve Powell Interim Director/CEO and COO</b>
Date: 07/18/2022	Date: 07/18/2022

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTIONS 16, 17, AND 21, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE RUN SOUTH 00°10'30" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR ADISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°36'42" EAST FOR A DISTANCE OF 1975.42 FEET TO THE POINT OF CURVATURE OF A CURVECONCAVE NORTHWESTERLY HAVING A RADIUS OF 1203.50 FEET, WITH A CHORD BEARING OF NORTH 76°59'10" EAST, AND A CHORD DISTANCE OF 526.13 FEET; THENCE RUN NORTHEASTERLY ALONG THEARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°15'05" FOR AN ARC DISTANCE OF 530.41 FEETTO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN NORTH 89°36'42" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAIDSECTION 16 FOR A DISTANCE OF 474.51 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°46'20" EAST FOR A DISTANCE OF 1320.92 FEET TO A POINT ON THE SOUTH LINE OF THENORTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 16; THENCE RUN SOUTH 89°35'44" WEST ALONGSAID SOUTH LINE FOR A DISTANCE OF 333.05 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 16; THENCE RUN SOUTH 00°52'22" EAST ALONG THE EASTLINE OF SAID SOUTHWEST 1/4 OF SECTION 16 FOR A DISTANCE OF 1321.04 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°02'31" WEST ALONG THE EAST LINEOF SAID NORTHWEST 1/4 OF SECTION 21 FOR A DISTANCE OF 330.85 FEET; THENCE RUN SOUTH 89°38'16" WEST FOR A DISTANCE OF 498.67 FEET; THENCE RUN SOUTH 00°06'43" EAST FOR ADISTANCE OF 165.34 FEET; THENCE RUN SOUTH 89°36'18" WEST FOR A DISTANCE OF 1162.99 FEET;THENCE RUN SOUTH 00°04'34" EAST FOR A DISTANCE OF 165.30 FEET; THENCE RUN SOUTH 89°36'37" WEST FOR A DISTANCE OF 830.54 FEET; THENCE RUN NORTH 00°08'05" WEST FOR A DISTANCE OF660.89 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 21, ALSO BEING THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4 OF SECTION 16; THENCE RUN SOUTH 89°35'21" WESTFOR A DISTANCE OF 166.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN NORTH 00°10'30" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OFSECTION 16 FOR A DISTANCE OF 1321.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE RUN SOUTH 89°50'22" WEST ALONG THESOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 FOR A DISTANCE OF 806.50 FEET; THENCE RUN NORTH 00°12'55" WEST FOR A DISTANCE OF 944.92 FEET TO A POINT ON ANON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 783.50 FEET, WITH A CHORD BEARING OF NORTH 65°39'53" EAST, AND A CHORD DISTANCE OF 636.03 FEET; THENCE RUNNORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°53'39" FOR ANARC DISTANCE OF 654.94 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°36'42" EAST ADISTANCE OF 226.85 FEET TO THE POINT OF BEGINNING

CONTAINING 215.25 ACRES

**EXHIBIT B**  
**DEPICTION OF CAMPUS**





**EXHIBIT C**

**MULTI-USE FACILITY REIMBURSEMENT COSTS**

**[TO BE AMENDED UPON COMPLETION OF CONSTRUCTION PER SECTION 3.2]**

## EXHIBIT D

### RESPONSIBILITIES AND SCHEDULE FOR DESIGN AND CONSTRUCTION

**Design and Construction Responsibilities:** Per Article 4 Section 4.1.2 of the Lease the Library shall perform the following work at its cost.

<b>A.</b>	Master plan the eleven (11) acre Campus to include the Library Building Envelope, Common Areas to include but not limited to Access Driveway, lighting, signage, Parking Lot, Large Vehicle Parking Lot, siting of the Multi-Use Facility, Multi-Use Facility Lot as well as the Retention Ponds.
<b>B.</b>	Develop permissible plans for the Access Driveway, lighting, signage, Parking Lot, Retention Ponds, Library Building Envelope, Common Areas and Large Vehicle Parking Lot.
<b>C.</b>	Construct the Access Driveway, install utilities, lighting, signage, Parking Lot, Retention Ponds, Library Building and Stage Area, Common Areas and Large Vehicle Parking Lot.

Design Elements	Design Parameters*
Library Building Envelope	Not to exceed 1.25 acres
Library Building	Not to exceed 20,000 sq. ft. (single story)
Common Area	Not to exceed 3.5 acres
Stage Area	Built within the Library Building Envelope Structure not to exceed 2500 sq. ft.
Parking Lot	To provide 150 parking spaces for the Library
Multi-Use Facility	As part of the master planning of the Campus identify the site for an approximate +/- 50,000 sq. ft. building. (single story)
Multi-Use Facility Lot	Design to 30% Construction Documents To provide 100- 150 parking spaces adjacent to the Multi-Use Facility
Large Vehicle Parking Lot	Design to 100% Construction Documents The design needs to accommodate 8 to 10 – 50’ trailer parking in an area approximately 250’X100’.
Access Driveway	Design to 100% Construction Documents
Signage	To provide signage at the entrance of the Access Driveway and the public roadway to include signage that meets the requirements for Section 17 (Signage) of the Sportsplex Lease and includes the name of the

<b>Design Elements</b>	<b>Design Parameters*</b>
	County, the City of Orlando, the Library and reserves spaces for a future user of the Multi-Use Facility if needed.
Retention Ponds	100% Design and Construction plans for the retention ponds that will sized to accommodate the Library Building and the Multi-Use Facility as well the Improvements in the Campus.
Utilities	Design all utilities: power, gas, water, wastewater, reclaimed water. Accounting for separate meters for the Common Area, Library Building, and Multi-Use Facility.
Landscaping	As required

\*The Design Parameters represent the basic requirements to be met and are subject to review and approval by the County as set forth in this Lease.

**Schedule:** The Library shall adhere to the following schedule: \*\*

<b>Task</b>	<b>Timeframe</b>
Contract with Design Team	Completed- Borrelli + Partners
Commence Design	No later than October 1, 2022
Complete Design	No later than December 31, 2023
Contract with Construction Manager at Risk	Completed- H.J. High Construction Company
Commence Construction	No later than January 1, 2024
Complete Construction – Receipt of Certificate of Occupancy	No later than December 31, 2026

\*\* The schedule is subject to change based on economic conditions and supply chain issues. The Library will notify the County in advance if any delays are anticipated.