



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: February 11, 2021

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

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

FROM: Alex Feinman, Assistant Manager *AF/MTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of Lease Agreement and Addendum #1 to Lease Agreement by and between Orange County, Florida and Back to Nature Wildlife, Inc. and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required or allowed by the lease, as needed.

PROJECT: Back to Nature
10525 Clapp Simms Duda Road, Orlando, Florida 32832
Lease File #5048

District 4

PURPOSE: To provide rehabilitation, clinic, and veterinary space for Back to Nature Wildlife, Inc., a Florida non-profit.

ITEMS: Lease Agreement
Revenue: None
Size: 20.67 acres
Term: 10 years
Options: Four, 5-year renewals

Addendum #1 to Lease Agreement

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Environmental Protection Division
Risk Management Division

REMARKS: Back to Nature Wildlife, Inc. (BTN) currently leases land at 10525 Clapp Simms Duda Road (Site) pursuant to the Lease Agreement approved by the Board on August 14, 2007 (Original Lease).

BTN uses the Site as a wildlife rehabilitation facility, providing care and raising wildlife, and providing educational programs about wildlife to the public. Due to age and wear-and-tear on the Site's buildings, County will construct five new buildings (County Buildings), including an education center and administration building, in order to benefit the community and provide better education. Such construction has already been funded.

This Lease Agreement provides BTN a 10-year agreement, with four, five-year renewal options, subject to approval by the County, outlines maintenance obligations and insurance limits, incorporates new standard provisions, and terminates the Original Lease.

This Addendum #1 to Lease Agreement (Addendum) outlines the construction schedule and responsibilities of the parties during construction of the new buildings. The intent of such Addendum is to be in effect during the construction of the new County Buildings and will terminate upon completion of the construction project.

LEASE AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
BACK TO NATURE WILDLIFE, INC.

THIS LEASE AGREEMENT (“Lease Agreement”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), and **BACK TO NATURE WILDLIFE, INC.**, a Florida nonprofit corporation organized under the laws of the State of Florida and located at 10525 Clapp Simms Duda Rd. Orlando, FL 32832 (“BTN”). The County and BTN may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County pledged existing resources to fund the “INVEST in Our Home for Life” initiative (the “INVEST Initiative”); and

WHEREAS, the INVEST Initiative was designed to provide infrastructure; new public safety facilities; vibrant neighborhoods and affordable family housing; enhanced recreation opportunities; safety improvements for pedestrians; and transportation connectivity throughout the County; and

WHEREAS, impacts and injuries to wildlife are predominantly caused by humans interfering with their natural habitats and, accordingly, the County recognizes that it has a moral obligation to support the rehabilitation and care for Florida native wildlife; and

WHEREAS, the County further recognizes that sick or injured wildlife in the County’s roadways and communities is a public safety, health, and general welfare hazard and concern; and

WHEREAS, BTN provides rehabilitative care for injured wildlife native to Florida and, in addition, accepts such animals from the County’s Animal Services Division that it comes into possession when responding to wildlife-related incidents; and

WHEREAS, the County finds that enhancing the premises that the County presently leases to BTN will meet the purpose of the INVEST Initiative, as well as provide an important public benefit to the community and all of its inhabitants; and

WHEREAS, the County finds that the construction of an Education Center (as later defined) on the Leased Premises will benefit the public by providing the County’s residents with a community meeting space to gather in southeastern Orange County.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Lease Agreement, the parties agree as follows:

Section 1. The Leased Premises. The County is fee simple owner of the property identified, shown, and described in “**Exhibit A**” of this Lease Agreement (the “**Leased Premises**”). Presently, BTN is leasing the property pursuant to an existing lease agreement between the parties dated July 28, 2009 and set to expire on July 27, 2024 (the “**Original Lease**”).

Section 2. Effect of this Lease Agreement.

A. Termination of the Original Lease. By executing this Lease Agreement, both parties agree to the immediate termination of the Original Lease.

B. Creation of this Lease Agreement.

1. The County hereby agrees to lease the Leased Premises to BTN.
2. The parties understand and agree that this Lease Agreement only grants permission to use the Leased Premises as contemplated in this Lease Agreement and confers no other rights or entitlements to the Leased Premises to BTN unless those rights or entitlements are explicitly stated in this Lease Agreement.
3. The parties agree that this Lease Agreement supersedes any previous agreements between the parties regarding BTN’s use of the Leased Premises.

Section 3. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Lease Agreement are:

1. **Incorporated by Reference:**
 - a. The Original Lease Agreement; and
 - b. This Lease Agreement.
2. **Exhibits to this Lease Agreement:**
 - a. **Exhibit A:** Legal Description and Sketch of Premises;
 - b. **Exhibit B:** Delegation of Responsibilities;
 - c. **Exhibit C:** Scope of Services;
 - d. **Exhibit D:** Monthly/Annual Report Format;
 - e. **Exhibit E:** FLEPPC Invasive Plants List and State of Florida Noxious Weeds List (as routinely updated and amended); and
 - f. **Exhibit F:** Leased Employee Affidavit (as applicable).

3. **Addendum:**

- a. **Addendum 1:** Construction Addendum (to be executed in tandem with this Lease Agreement and then attached to this Lease Agreement once executed).

Section 4. Term.

- A. **Term.** The term of this Lease Agreement shall commence upon execution by both parties of the Lease Agreement and shall expire ten (10) years thereafter.
- B. **Renewal.** The parties may renew this Lease Agreement for no more than four (4) consecutive five (5) year terms, each entered into by written agreements executed by both parties. Should BTN not wish to exercise its option to renew, BTN must provide notice to the County of at least one hundred and twenty (120) calendar days prior to the expiration of the applicable term.
- C. **Delegation.** By execution of this Lease Agreement, the Orange County Board of County Commissioners hereby delegates the authority to execute any permitted renewals of this Lease Agreement to the Real Estate Division Manager. The decisions to renew shall be at the joint discretion of the Managers of the Real Estate Management and Environmental Protection Divisions.

Section 5. Delegation of Responsibilities. The parties shall:

- A. Comply with, pay for, and fulfill, their respective responsibilities regarding the Leased Premises as shown in the *Delegation of Responsibilities* list attached to this Lease Agreement as “**Exhibit B.**”
- B. Should BTN fail to comply with, and fulfill, its obligations regarding the Leased Premises, as shown in “**Exhibit B,**” or should BTN or any of its employees, volunteers, guests, or licensee damage the Leased Premises in any manner, the County may – but is not in any way required to – meet those obligations on behalf of BTN.
1. Prior to exercising its right under this provision, the County shall provide five (5) business days written notice to BTN in order to provide BTN the opportunity to correct any such failure.
 2. The County is not required to provide any prior notice to BTN if the County, using its sole discretion, believes that such action by BTN, or such damage caused by BTN or its employees, volunteers, guests, or licensees, is considered an exigent circumstance whereby delay of action by the County could lead to further damage to property or person.
 3. The County hereby reserves the right to invoice BTN for the fair market value, plus an administrative fee of ten percent (10%), of any action taken, or service provided, by the County under this provision.

C. Unless otherwise determined by the County, BTN shall be responsible for payment for all utility services provided to the Leased Premises through accounts in BTN's name.

D. Through executing this Agreement, BTN understands that it is obligated to immediately document and report all identified maintenance issues to the County. Unless otherwise directed by the County, the relevant contact information is as followed:

Orange County Facilities Management East District

Email: FR-FacilitiesEast@ocfl.net

Phone: 407-836-9850

Weekends & Holidays: 407-836-0114

Section 6. County Obligations.

A. **County Representative.** The County shall appoint a county staff member to serve as a non-voting member on BTN's Advisory Board (the "**County Representative**"). Such County Representative shall be appointed by the Director of the County's Planning, Environmental, and Development Department. This County Representative shall:

1. Be responsible for monitoring and evaluating BTN's continued compliance with the terms of this Lease Agreement;
2. Be a non-voting, neutral party that does not hold any other position with BTN, whether voluntary or paid in nature; and
3. Be empowered to make decisions that facilitate the day-to-day execution of this Lease Agreement through the consult of relevant County divisions so long as such decisions do not conflict with, or modify, the terms of this Lease Agreement.

B. **Demolition and Construction.**

1. The County hereby agrees to demolish the existing structures on the Leased Premises and construct five (5) new structures on the Leased Premises at the County's expense (the "**County Buildings**").
2. The manner in which such demolition and construction shall be handled is outlined in the *Construction Addendum*, which is to be executed in tandem with this Lease Agreement and then attached as "**Addendum 1.**"
3. The parties hereby agree that the terms of the *Construction Addendum* are controlling when in conflict with this Lease Agreement for the time period during which the *Construction Addendum* is in effect. The *Construction Addendum* shall cease being in effect once the County's Capital Project's Division provides BTN with written notice that Substantial Completion of the relevant construction project has been reached, after which point the terms of this Lease Agreement shall control.

Section 7. BTN Obligations.

A. **Scope of Services.** BTN shall be responsible for performance of the *Scope of Services* attached to this Lease Agreement as **“Exhibit C.”**

B. **Reporting Requirements.** BTN shall submit monthly reports, as well as one cumulative annual report, documenting the services it has provided, both on and off the Leased Premises, to the County Representative.

1. **Monthly Reports.** The monthly reports must be provided to the County Representative on or before the 10th business day of the month that follows the month for which reporting is being completed and must conform to the format provided for in **“Exhibit D”** which is attached to this Lease Agreement, which may be unilaterally amended from time to time by the County’s Representative.
2. **Annual Report.** The annual report shall be part of the December monthly report and shall be provided to the County Representative on or prior to the 5th business day of February of the following year.
3. **County Audits.** The County reserves the right to have the County Representative or any other County-authorized personnel evaluate any and all of BTN’s records, events, and activities at any time during regular hours of operation or BTN-hosted events.

C. **Regulatory Audits; Investigations.** BTN agrees to provide the County Representative with the reports of any and all audits or investigations performed by regulatory agencies other than the County within 30-days of issuance of the final audit report. This includes, but is not limited to, inspection reports by the Florida Fish and Wildlife Conservation Commission (**“FWC”**) and the United States Department of Agriculture (**“USDA”**).

Section 8. In-Kind Payment for Lease.

A. By executing this Lease Agreement, BTN hereby certifies that it is eligible to pay for this Lease Agreement by means of **“in-kind”** contribution because BTN:

1. Is a registered not-for-profit that is eligible to do business in the State of Florida; and
2. Shall exclusively use the Leased Premises in a manner that provides a substantive benefit to the County and the general public.

B. In lieu of rental for the use and occupancy of the Leased Premises during the Leased Term, BTN shall provide the services set forth in the *Scope of Services* attached as **“Exhibit C.”** This provision shall not replace or supplant any other funding that the County may elect to provide to BTN for its services.

C. In the event BTN loses its not-for-profit eligibility, BTN may request to continue occupying the Leased Premises by providing fair market rental payment(s) to the County for the remainder of the current lease term. Any such agreement for the continuation of BTN's occupation of the Leased Premises shall be at the sole discretion of the County, including any additional terms and conditions deemed necessary by the County. Should BTN's not-for-profit eligibility be reinstated prior to the end of the current lease term, BTN may request to return to using its performance of the *Scope of Services* in lieu of payment of rent. Notwithstanding the above, BTN shall have no rights to recollect any rental payment(s) paid to the County during the period for which it lacked not-for-profit status.

Section 9. Lease Restrictions. The following Lease Restrictions shall not be considered to be an exhaustive list. The County may, from time to time, unilaterally add additional restrictions, requirements, or policies as the County deems necessary for the protection of the public or its interest in the property. BTN shall be provided notice of any such additional restrictions, requirements, or policies from the County, in writing, and shall be provided a reasonable time to come into compliance with such upon BTN's receipt of such notice.

A. **Permitted Use.** BTN shall use the Leased Premises exclusively for the purpose(s) listed in the *Scope of Services* attached as "Exhibit C," and as otherwise contemplated in this Lease Agreement.

B. **Public Access.** Services provided by BTN while using the Leased Premises that are able to be open and available to the public without endangering the welfare of any visitor, staff member, or wildlife, shall be open and available to the public during BTN's regularly scheduled hours of operation.

C. **On-Premises Alcohol Use Prohibited.**

1. **In General.** Alcoholic beverages and smoking shall not be permitted anywhere on the Leased Premises. By executing this Lease Agreement, BTN:
 - a. Agrees to escort any person violating this prohibition off the Leased Premises;
 - b. Acknowledges that the County reserves the right to trespass, remove, or escort any person violating this prohibition off the Leased Premises; and
 - c. Understands that any instance where the policy against alcoholic beverages is violated with the consent or knowledge of BTN shall be considered cause for termination of this Lease Agreement.
2. **Alcohol Use Waiver.** BTN may obtain a written waiver on the prohibition against alcohol use on the Leased Premises from the County. Any such waiver granted by the County shall be applicable for a single event and shall not be construed to be a waiver for multiple events.

- a. **Waiver Applicability.** These waiver conditions apply to any and all BTN hosted events, as well as any and all third party events, where alcohol is to be served on the Leased Premises. Any liquor license that might be required by the State of Florida shall be the sole responsibility of BTN or its contracted caterer.
- b. **Waiver Limitations.** Any such waiver shall:
 - (1) Be provided at the joint discretion of the Managers of the Environmental Protection and Risk Management Divisions;
 - (2) Contain whatever terms the Managers of the Environmental Protection and Risk Management Divisions may choose to impose;
 - (3) Only allow the serving and legal consumption of beer, wine, or champagne on the Leased Premises if such beverages are served:
 - (a) By a fully licensed and insured caterer;
 - (b) At designated locations on the Leased Premises; and
 - (c) For no longer than a four (4) hour time frame.
- c. **Waiver Insurance Requirements.** Acquisition of liquor liability coverage with a limit of not less than \$1,000,000 per occurrence is a condition precedent to final waiver approval. The insurance policy must specifically include host liquor liability coverage. If there is a caterer, the caterer must carry liability insurance of the amount required with specific liquor liability cover and provide proof of such coverage to the County. "Orange County, Florida," must be named as an additional insured.
- d. **Waiver Request Procedure.** A request for such a waiver must be submitted, in writing with all requisite supporting documentation and evidence of the required insurance coverage attached, to the County Representative no less than fifteen (15) business days prior to the anticipated event. The County, in its sole discretion, may deny such waiver request.

D. **Plant Restrictions.** By executing this Lease Agreement, BTN hereby certifies that it will not introduce plants that are non-native to Florida to the Leased Premises. This includes, but is not limited to, any plant listed under the most current and any subsequent versions of the Florida Exotic Pest Plant Council ("FLEPPC") *List of Invasive Plants* as well as the *State of Florida Noxious Weed List*, both as amended by their respective agencies from time to time. The Invasive Plants and Noxious Weed lists, current as of the date of execution of this Lease Agreement, are attached as "Exhibit E."

E. Animal Restrictions.

1. **Limitation on Non-Native Florida Animals.** At no point of time shall BTN have more than a maximum of twenty five (25) animals that are non-native to Florida on the Leased Premises.
2. **Prohibition Against Livestock and Domestic Animals.** BTN shall not accept any livestock, farm animals, or domestic animals onto the Leased Premises.
 - a. Any such animals that are present on the Leased Premises as of the date of execution of this Lease Agreement shall be permitted to remain.
 - b. If such animal is removed from the Leased Premises for any reason, with the exception for providing such animal with necessary medical care, for emergency hurricane evacuation, or for educational events, it is not permitted to return and BTN shall be responsible for relocating it.
 - c. Any livestock, farm animals, or domestic animals that are found on the Leased Premises that were not present at the date of execution of this Lease Agreement shall be cause for termination of this Lease Agreement and BTN shall be responsible for their immediate relocation.
 - d. If, for some reason, BTN comes into unavoidable temporary possession of any livestock, farm animals, or domestic animals, BTN must notify the County Representative with its plan to relocate the animal as soon as practicable.
3. **Prohibition Against Unattended Animals.**
 - a. No animal under the custody and care of BTN shall, at any point, be left unattended on the Leased Premises unless such animal is secured in an appropriate animal enclosure.
 - b. Animals taken out of their enclosures must, at all times, be under the care, direct supervision, and control of a BTN employee or volunteer that is trained in the safe handling of such animal.

F. Wildlife with Propensity to be Dangerous.

1. The location of wildlife with a propensity for dangerous or injurious behavior, including, but not limited to, bee hives, shall be approved by the County and noted on the site plan located in "Exhibit A" of this Lease Agreement.
2. There shall be no relocation of wildlife with a propensity for dangerous or injurious behavior until the site plan is updated with the joint approval of the Managers of

the Environmental Protection and Facilities Management Divisions if it becomes necessary to relocate such wildlife.

- a. Notwithstanding the above, on an annual basis, BTN shall provide copies of any permitting or certifications related to the handling of wildlife with a propensity for dangerous or injurious behavior from the FWC and USDA to County Representative.
3. BTN shall ensure that all bees stay within the designated location for the bee hives such that they do not pose a threat or nuisance to visitors, County staff, BTN staff, or any volunteers.
4. The Manager of the Real Estate Management Division, or designee, is hereby authorized to execute any amendments to this Lease Agreement related to this "Wildlife with Propensity to be Dangerous" provision.

G. Restriction on Open Fires. No open fires of any sort shall be permitted on the property. Open fires are defined as: "incineration where the burning of any matter results in the products of combustion being emitted directly into the outdoor atmosphere without passing through a stack or chimney." This includes, but is not limited to: unenclosed grills, fire-pits, campfires, bonfires, unpermitted controlled burns, burning of yard and household trash, burning of construction debris, burning of organic debris, and igniting of fireworks.

H. Fixtures and Alterations.

1. BTN shall not: alter or make additions to the Leased Premises; attach or affix any article to the Leased Premises; permit any sound device that could be considered "loud and ruckus" or disturbing to the native wildlife inhabitants of the Eagles Roost Green PLACE property; or deface the Leased Premises in any manner, except as explicitly provided for in this Lease Agreement.
2. BTN shall not build, construct, change, modify, or otherwise make any interior or exterior improvements to any building or structure on the Leased Premises, or attach any fixtures (including, but not limited to: cages, sheds, exhibits, walkways, etc.) in or to the Leased Premises without:
 - a. Securing the County Representative's written consent (which shall in no way be construed as the County accepting liability or responsibility for any such interior or exterior improvements); and
 - b. Obtaining any required permit(s) from the County.
3. Failure to receive such prior written consent and any applicable permit(s) for such improvements shall be considered a breach of this Lease Agreement and shall be grounds for termination.

4. BTN shall only be permitted to construct structures on the Leased Premises (including, but not limited to: cages, sheds, exhibits, walkways, etc.) for the following purposes:
 - a. The confinement, rehabilitation, and exhibition of wildlife;
 - b. Promoting mission-relevant public recreational enjoyment of the Leased Premises;
 - c. Facilitating and increasing public safety; or
 - d. If required pursuant to a regulatory authority to which BTN is subject.
 5. All improvements that BTN wishes to make to the property on the Leased Premises must be first approved, in writing, by the County Representative, with the joint approval of the Managers of the Environmental Protection and Facilities Management Divisions. Any such improvements requested by BTN shall the responsibility of BTN to maintain at its own expense, unless the Manager of the County Facilitates Division agrees to maintain such interior or exterior improvements in writing.
 6. Any structure or improvement to the Leased Premises shall be depicted on the site plan. The Manager of the Real Estate Management Division, or designee, is hereby authorized to execute any amendments to the site plan reflecting new structures or improvements.
 7. The County shall in no way be held liable for any damage or harm caused to any person or property that in any manner results from, or is in any way related to, any such interior or exterior improvements added to the property of the Leased Premises by BTN, even if such interior or exterior improvement was approved by the County.
- I. **Liens.** BTN shall not, at any time, cause the County's interest in the Leased Premises to become subject to any liens, including construction liens for improvements to, or other work performed in or about the Leased Premises on behalf of BTN. If any lien is filed against the Leased Premises for work or materials claimed to have been furnished to BTN, BTN shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after written notice from the County. BTN shall notify all contractors making improvements to the Leased Premises that the County's interest in the Leased Premises shall not be subject to liens for said improvements to or other work performed in or about the Leased Premises by or on behalf of BTN.
- J. **Signs.** Any signs installed by BTN shall be maintained by BTN. Notwithstanding the foregoing, BTN shall not install or locate signs on the Leased Premises without obtaining:
1. The County Representative's written consent; and

2. Any required permit(s) from the County or any other governmental agency with jurisdiction.

K. **Political Activity.** BTN is not permitted to endorse any political activity through the use of the Leased Premises. BTN will not use the facilities to promote the election of particular candidates for public office or to promote particular political causes, nor will they allow other organizations or individuals to use the facilities in a manner that might be construed as promoting particular candidates or political issues beyond what would be allowed in other facilities owned by the County.

L. **Use of County Buildings.**

1. **In General.** Once constructed, the County Buildings shall to be used for their designed purposes only. Such buildings shall never be used for storage beyond that specifically indicated in the approved and permitted design plans, nor shall any County Building be used to keep unattended animals unless that is the designed purpose of that building, and unless such keeping of unattended animals is in compliance with the "Lease Restriction" provisions of this Lease Agreement.
2. All interior and exterior improvements that BTN wishes to make to the County Buildings must be first approved by the County. Any such interior and exterior improvements requested by BTN, shall the responsibility of BTN to maintain at its own expense, unless the Manager of the County Facilities Division agrees to maintain such interior or exterior improvements in writing.
3. The County shall in no way be held liable for any damage or harm caused to any person or property that in any manner results from, or is in any way related to, any such interior or exterior improvements added to the County Buildings by BTN, even if such interior or exterior improvement was approved by the County.
4. **Short-Term License Agreements.** BTN is hereby permitted to enter into short-term license agreements with third parties for the use of one building that is to be designated by the County as capable of being so licensed on a short-term basis for assembly purposes (the "Education Center"). BTN shall:
 - a. Be permitted to charge and retain possession of a fee consistent with the fees charged by the County for the use of County community recreational centers, as amended by the Orange County Board of County Commissioners;
 - b. Use such part of such retained fee to pay for all janitorial services necessary to clean up after BTN's Licensee, or otherwise be responsible for the cost of janitorial services to clean up after BTN's Licensee;
 - c. Use a short-term license agreement that is approved by the County Risk Management Division and the County Attorney's Office whenever allowing

- any third party to use the designated building (regardless of whether or not that third party is being charged for such use).
- d. Provide the County Representative with a copy of the executed short-term license agreement and all requisite supporting documentation and evidence of proper insurance coverage for the third party:
 - (1) No later than ten (10) business days prior to that third party's planned use of the Education Center; or
 - (2) No later than fifteen (15) business days prior to that third party's planned use of the Education Center if a waiver for alcohol use is being required, as required in this Lease Agreement.
 - e. Provide the opportunity to use the Education Center to the public in a non-discriminatory manner and subject to the restrictions of this Lease Agreement;
 - f. Ensure that the licensee is responsible for the janitorial, security, and staffing services supporting such use of the Education Center. The County will not, in any way, be responsible for cleaning up after BTN's licensees and will charge BTN for the fair-market cost of so-doing, if necessary.
5. Should it be discovered that BTN is permitting third parties to use the Education Center (regardless of whether or not the party is being charged for such use) without following the foregoing procedures, the County reserves the right to revoke BTN's permission to permit third parties to use the Education Center.
6. By execution of this Lease Agreement, the Orange County Board of County Commissioners hereby delegates the authority to revoke BTN's permission to enter into short-term license agreements with third parties to the County Administrator or designee.
7. The County retains the right to use the Education Center for events hosted by the County at no cost to the County. The County's use of the Education Center will be coordinated with BTN in order to ensure that double-booking of the facility does not occur. The County agrees to work with BTN in good faith, but reserves the right to have its events take priority so long as notice of the County's so-doing is provided to BTN within sixty (60) days of the date of the County's desired use.

Section 10. Required Permitting and Licensing.

- A. BTN shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Leased Premises. Nothing in this Lease Agreement shall be construed to relieve BTN of its obligation to comply with all applicable provisions of the

Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

B. BTN shall maintain all required permits and licensing needed for operation of the facility. This includes all federal, state, and local permits for housing and rehabilitating wildlife from agencies including, but not limited to, the FWC and USDA.

C. Should BTN wish to obtain a new permit or license in order for BTN to be able to keep wildlife on the Leased Premises that it cannot keep on the Leased Premises as of the date of execution of this Lease Agreement, BTN must receive written approval from the County Representative prior to applying for such a permit or license.

D. Copies of all licenses and permits must be provided to the County Representative annually and must be conspicuously displayed on the Leased Premises at all times in a location approved by the County Representative.

Section 11. Access to Leased Premises.

A. Absent the existence of exigent circumstances – the existence of which shall be determined at the sole discretion of the County – BTN shall have unlimited access to the Leased Premises. Should an exigent circumstance arise whereby the County must restrict BTN's use of the Leased Premises, the County shall not be liable to BTN for any damages that may occur to BTN or BTN's property regardless as to whether or not such damages were foreseeable. That notwithstanding, the County shall make every reasonable accommodation to mitigate any damages to BTN or BTN's property in the event of any such exigent circumstance.

B. Authorized representatives of the County, including contractors providing services on behalf of the County, shall have the right to enter the Leased Premises at any time in order to:

1. Determine whether the Leased Premises are in good condition;
2. Determine whether BTN is complying with its obligations under this Lease Agreement;
3. Serve, post, or keep posted any notices required or allowed under the provisions of this Lease Agreement; and
4. Maintain and make repairs to the Leased Premises.

C. The County shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of the County's entry on the Leased Premises, except damage resulting from any negligent acts or omissions of the County or its authorized representatives, in accordance with Section 768.28, Florida Statutes.

D. The Orange County Animals Services Division shall have unlimited access to the Leased Premises for the purpose of relocating wildlife to the facility and BTN shall ensure that Orange

County Animal Services has a safe and secure means for twenty-four (24) hour, seven (7) day a week wildlife drop off. Compensation for services provided by BTN to care for animals dropped off by Animal Services Division is covered, and shall continue to be covered, under a separate agreement between BTN and the County.

E. BTN personnel shall be responsible for the completion of a daily log documenting all contractors, personnel, or volunteers providing any and all services related to the potable well and the on-site sewage disposal system, as required by the Florida Department of Health or the Florida Department of Environmental Protection.

Section 12. Cleanliness of Premises; Hazardous Materials.

A. Cleanliness.

1. BTN shall ensure that the County Buildings, especially the Education Building, are at all times kept and maintained in a clean and uncluttered manner.
2. BTN shall ensure use of the proper cleaning materials for all specialized epoxy floorings and shall be responsible for any damage to flooring as a result of its failure to comply with the requirements of this section.
3. The County reserves the right to determine whether or not BTN is in violation of cleanliness standards.

B. Hazardous Materials and Waste Disposal.

1. BTN will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or hazardous materials or contaminants on the Leased Premises or in or around any buildings on the Leased Premises (including the parking lot).
2. BTN shall immediately notify the County and any and all appropriate regulatory agencies and authorities having jurisdiction if a spillage or any type of leak or release of hazardous materials or contaminants occurs, and shall take complete corrective action to clean and remove any such materials or contaminants in order to bring the Leased Premise back into compliance with any procedures established by such authorities.
3. All remediation of hazardous waste and contaminants shall be done at BTN's sole expense.
4. Once such remediation is completed, BTN shall provide adequate evidence of such remediation to the County and any and all appropriate regulatory agencies and authorities having jurisdiction.

C. Animal Remains; Medical Waste. BTN shall ensure that all animal remains and medical waste are properly disposed of in a manner that is separate from the regular waste

receptacles and dumpsters. The County shall not, in any manner, be responsible for the storage, handling, or disposal of hazardous materials, animal remains, or medical waste.

Section 13. Insurance.

A. BTN agrees to maintain, at its sole expense and at all times throughout the duration of this Lease Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Lease Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by BTN, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by BTN under this Lease Agreement.

B. BTN shall require and ensure that each of its sub-contractors/consultants providing services under this Lease Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Lease Agreement.

C. BTN shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Lease Agreement, on an annual basis throughout the term of this Lease Agreement, and prior to executing any renewals of this Lease Agreement, to verify such coverage:

1. **Commercial General Liability** - BTN shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, to cover the BTN, 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, BTN agrees to endorse the County as an Additional Insured with CG 2026 Additional Insured endorsement or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Florida. BTN's policy shall specifically cover potential animal bites.
2. **Workers' Compensation** - BTN 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. Any BTN employee using an employee leasing arrangement shall complete the Leased Employee Affidavit attached in this Lease Agreement as "**Exhibit F.**"
3. **Sexual abuse and molestation coverage** for all education events directed to minors with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this Lease Agreement or shall be at least twice the required occurrence limit. This policy should have an annual coverage period that would cover all educational events. The use of

individual policies for separate events. It will be the responsibility of BTN to ensure that they have this type of coverage in effect.

4. **Business Automobile Liability** – BTN 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 BTN does not own automobiles, BTN shall maintain coverage for hired and non-owned auto liability with limits of not less than \$100,000, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
5. **Professional Liability** – BTN shall provide the County with proof of professional liability insurance for any individual providing professional services (i.e., veterinary, medical, counseling, etc.) on the Lease Premises. This Professional Liability Coverage with limits of not less than \$1,000,000 per occurrence. Any veterinarian providing professional services on the Leased Premises must be covered for services provided at a location other than their office for the requisite amount.

D. When a deductible exceeds one hundred thousand (\$100,000), the County reserves the right to request a copy of BTN's most recent annual report or financial statement. For policies written on a "Claims-Made" basis, BTN agrees to maintain a retroactive date prior to or equal to the effective date of this Lease 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 Lease Agreement BTN agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve BTN of the obligation to provide replacement coverage.

E. Insurance carriers providing coverage required in this Lease 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.

F. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

G. All such coverage's shall be primary and non-contributory with any insurance or self-insurance maintained by the County. BTN 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 Lease 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.

H. BTN shall require and ensure that all of its contractors, sub-contractors and service providers providing services in or through the Facility shall secure and maintain insurance of the types and limits required in this Lease Agreement, for the duration of the Lease and any extensions of the Lease Agreement.

I. In addition to the certificate(s) of insurance, BTN shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts or leases renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that BTN 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 Lease Agreement. The certificate holder shall read:

Orange County, Florida
Attention: Risk Management Division
400 East South Street
Orlando, Florida 32801

Section 14. Indemnity.

A. To the fullest extent permitted by law, BTN shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of BTN or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including volunteers); excepting those acts or omissions arising out of the sole negligence of the County. Nothing herein constitutes a waiver of the County's sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes:

B. BTN shall take on responsibility for, and fully indemnify the County against, any claims for any injuries to person or property caused by any animals within the custody or care of BTN. At no point shall the County be held responsible or liable for any injuries to persons, including the employees and volunteers of either party, or property damage, caused by any animals within the custody or care of BTN.

Section 15. Party Relationship. BTN's relationship with the County shall be that of a tenant and landlord, respectively. Nothing contained in this Lease Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between BTN and the County. BTN'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 Lease Agreement.

Section 16. Protection of Persons and Property.

A. BTN shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Lease Agreement. BTN shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom BTN suffers to be on the Leased Premises and other persons who may be affected thereby; and
2. All property, materials, and equipment on the Leased Premises under the care, custody, or control of BTN; and
3. Other property at or surrounding the Leased Premises including trees, shrubs, lawn, walk, pavement, and roadways.

B. BTN agrees that the County does not guarantee the security of any equipment or personal property brought onto County property by BTN, its agents, volunteers, or employees and further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss. BTN hereby waives any claim that it might have to any insurance proceed collected by the County and therefore shall be responsible for insuring all of its furniture, fixtures, equipment, personal property and any tenant improvements throughout the term of this Lease.

C. The County shall have no liability to BTN, its employees, agents, invitees or licensees for losses due to theft or burglary, unless caused by the negligent acts or omissions of the County or its authorized agent, or for damages done by unauthorized persons on the Leased Premises and neither shall the County be required to insure against any such losses.

D. BTN shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following (as amended):

1. Occupational Safety & Health Administration (“OSHA”);
2. National Institute for Occupational Safety & Health (“NIOSH”);
3. Florida Fire Prevention Code; and
4. Florida Building Code.

E. BTN must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address: <http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

F. BTN shall be held responsible for any and all damage resulting from, or in any way related to, BTN’s use of the Leased Premises. Consequently, to mitigate its liability as stated in this Lease Agreement, BTN hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Leased Premises, as may be requested by the County.

G. In any emergency affecting the safety of persons or property, BTN will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

H. BTN will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

Section 17. Termination.

A. **Termination for Convenience.** The County may terminate this Lease Agreement at any time and for any reason by providing at least one hundred and twenty (120) days written notice to BTN. DBTN hereby waives any rights it might have to terminate this Lease Agreement for convenience and accepts the substantial investment and improvements to the Leased Premises that the County shall make pursuant to this Lease Agreement as full consideration for this waiver.

B. **Early Termination.** The County may terminate this Lease Agreement at any time should BTN fail to comply with the provisions of this Lease Agreement or the responsibilities, duties, or restrictions set forth in Exhibits "B" and "C." The following shall be considered an act of default, and grounds for termination:

1. Loss of status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code;
2. Failure to maintain insurance as required by this Lease Agreement, or any amendment to this Lease Agreement;
3. Failure to timely submit monthly and annual reports as required by this Lease Agreement; or
4. Failure to perform or adhere to any of the provisions of this Lease Agreement including maintenance of the Leased Premises and hours of operation.

C. **Opportunity to Cure.** In the event of default by BTN, the County at its sole discretion may provide BTN written notice of default specifying the nature of the default and an opportunity to cure within the designated time period.

D. **Termination for Cause.** The failure of BTN, its employees, or contractor(s) to comply with any covenant or condition of this Lease Agreement shall constitute a breach of the Lease Agreement.

1. If the breach of this Lease Agreement, as determined by the County, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide BTN with written notice with opportunity to cure the breach within a timeframe provided by the County in that notice. Should BTN fail to cure the breach within the timeframe provided, the County may terminate this Lease Agreement by providing BTN with a thirty (30) day notice of termination.

2. If the breach of this Lease Agreement, as determined by the County, is material and cannot be readily cured, the County may terminate this Lease Agreement by providing BTN with a thirty (30) day notice of termination.
3. In the event the County terminates this Lease Agreement due to significant damage to the Leased Premises or County Buildings that results from BTN's negligence or intentional misuse of the property, County may require BTN to reimburse County for all expenses to bring Leased Premises and/or County Buildings to substantially the same condition, absent standard and permissible wear and tear, as received on the date that the Lease Agreement commences. This clause shall survive the termination of this Lease Agreement.

E. Damage by Force Majeure.

1. This Lease Agreement may be terminated by either party by providing a thirty (30) day written notice should the Leased Premises, or the County Buildings, or any substantial portion of the Leased Premises or County Buildings, are damaged and rendered uninhabitable or untenable and:
 - a. Such damage is an "act of God" that occurred through no fault of either the County or BTN; and
 - b. The County determines, in its sole discretion, that it either cannot, or will not, restore or repair the Leased Premises or County Buildings, to a habitable or tenable condition within a reasonable period of time.
2. The County shall provide BTN with written notice of its decision on whether or not the County will restore or repair the Leased Premises no later than sixty (60) days after the Leased Premises or County Buildings are rendered uninhabitable.
3. Under no circumstances shall the County pursuant to this "Force Majeure" Provision:
 - a. Have the obligation to restore or rebuild the Leased Premises or County Buildings;
 - b. Provide BTN with any alternative facilities; or
 - c. Compensate BTN for any relocation caused by force majeure

F. If this Lease Agreement expires without renewal or is terminated for any reason, BTN shall:

1. Not accept any additional animals onto the Leased Premises as of the date of such expiration or termination; and

2. Be wholly responsible for the timely relocation of any and all animals and wildlife from the Leased Premises.
- G. Relocation of any and all animals and wildlife from the Leased Premises shall be within a timeframe negotiated in good faith between the County and BTN. However, should the County and BTN be unable to agree upon timeframe through such good-faith negotiations, the County Administrator shall have the right to unilaterally set the timeframe within which all animals and wildlife shall be removed from the property by BTN.
- H. At no point will the County take on responsibility for the relocation or care of any wildlife on the Leased Premises, or any costs associated with such relocation or care.
- I. Nothing in this Lease Agreement shall be construed to interfere with the County's absolute right to terminate this Lease Agreement without cause, or its right to exercise any rights or privileges that it has at law or equity.

Section 18. Keys and Redelivery of Premises.

- A. The County Representative shall be responsible for issuing keys, or replacement of keys, to BTN for the Leased Premises. The County Representative shall also be responsible for coordinating the changing of locks for the Leased Premises with County Facilities Division, if and when needed. BTN shall be responsible for keeping track of all keys issued to it and for notifying County Representative of any need for replacement of keys or change of locks as soon as practical. The County may hold BTN responsible for the associated costs of replacing lost keys or changing the locks on the Leased Premises during the term of this Lease Agreement.
- B. BTN shall, on the expiration or termination of this Lease Agreement, deliver the Leased Premises in as good order and condition as received on the date that the Lease Agreement commences with the exception of reasonable use and ordinary wear and tear of the Leased Premises.
- C. BTN shall, on the expiration or earlier termination of this Lease Agreement, promptly surrender all keys to the Leased Premises to the County.

Section 19. Notices. Notices to either party provided for in this Lease Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Project: Back to Nature
Lease File #5048

Orange County Environmental Protection Division
3165 McCrory Place #200
Orlando, Florida 32803

AND

Orange County Real Estate Management
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

To BTN: Back to Nature Wildlife, Inc.
10525 Clapp Simms Duda Road
Orlando, Florida 32832

Section 20. Record Management. BTN acknowledges that BTN, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this "Records Management" provision.

A. **Maintenance.** For the duration of this Lease Agreement, BTN shall establish and maintain books, records, and accounts of all activities related to this Lease Agreement and its obligations pursuant to this Lease Agreement, in compliance with generally accepted accounting and record maintenance procedures.

B. **Retention.** Books, records, and accounts related to the performance of BTN's obligations under this Lease Agreement shall be retained by the BTN for a period of five (5) years after termination of this Lease Agreement, unless this Agreement is the subject of litigation, at which point the BTN shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.

C. **Access.** Books, records, and accounts related to the performance of BTN's obligations under this Lease Agreement shall be open to inspection and auditing during regular business hours by the County Representative, or any other authorized representative of the County.

D. **Public Records.** All books, records, and accounts related to the performance of BTN's obligations under this Lease Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the BTN, or provided to the BTN pursuant to this Lease Agreement, are public records and the BTN agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

Section 21. General Provisions.

A. **Compliance with Laws and Regulations.** BTN shall comply with all federal, state, and local laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the Leased Premises by the BTN or the operations at any time thereon transacted by the BTN, and

BTN shall comply with all reasonable rules which may be hereafter adopted by the County for the protection, welfare and orderly management of the Leased Premises.

B. Warranty of Quiet Enjoyment. Except as otherwise explicitly stated in this Lease Agreement, upon keeping and performing its obligations under this Lease Agreement, BTN shall peacefully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease Agreement.

C. Use of County Logo. BTN is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County as per Section 2-3, Orange County Code.

D. Radon Gas - Notice to Prospective Tenant. 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 unit, pursuant to Section 404.056(8), Florida Statutes.

E. Mold - Notice to Prospective Tenant. BTN agrees to hold the County harmless, to the fullest extent permissible under Section 768.28, Florida Statutes, in the event any mold contaminants are discovered on the Leased Premises. BTN understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated in high levels in a living environment. BTN agrees that in the event mold-like contamination is discovered, this condition will be reported to the County.

F. No Waiver of Sovereign Immunity. Nothing contained in this Lease Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

G. Assignments and Successors. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Lease Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Lease Agreement. The parties deem the services to be rendered pursuant to this Lease Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Lease Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

H. Waiver. No waiver of any of the covenants and agreements in this Lease Agreement contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements in this Lease Agreement.

I. Remedies. No remedy in this Lease Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any

right, power, or remedy under this Lease Agreement shall preclude any other or further exercise of any right, power, or remedy.

J. **Liability.** The County shall not be liable to BTN for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Lease Agreement or any breach by the County of this Lease Agreement; regardless of any notice of the possibility of such damages.

K. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

L. **Venue.** For any legal proceeding arising out of or relating to this Lease Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

M. **Jury Waiver.** Each party to this Lease Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Lease Agreement.

N. **Attorneys' Fees and Costs.** Unless explicitly stated otherwise in this Lease Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Lease Agreement and any litigation that arises either directly, or indirectly, from this Lease Agreement.

O. **No Third Party Beneficiaries.** Nothing in this Lease Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Lease Agreement.

P. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Lease Agreement. Neither party has relied upon any representations or statements made by the other party to this Lease Agreement which are not specifically set forth in this Lease Agreement.

Q. **Headings.** The headings or captions of articles, sections, or subsections used in this Lease Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Lease Agreement.

R. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Lease Agreement.

S. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Lease Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Lease Agreement as stated.

T. **Severability.** The provisions of this Lease Agreement are declared by the parties to be severable. However, the material provisions of this Lease Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Lease Agreement. Therefore, should any material term, provision, covenant, or condition of this Lease Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

U. **Written Modification.** Unless otherwise explicitly stated in this Lease Agreement, no modification of this Lease Agreement shall be binding upon any party to this Lease Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Lease Agreement.

Section 22. Entire Lease Agreement. This Lease Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease Agreement. This Lease Agreement supersedes any and all prior leases, agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Lease Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Project: Back to Nature
Lease File #5048

IN WITNESS WHEREOF, the parties have signed and executed this Lease Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA

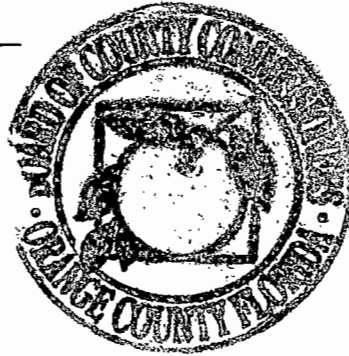
By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: *24 February 2021*

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

Craig Stopyla
By: Deputy Clerk
for



Project: Back to Nature
Lease File #5048

IN WITNESS WHEREOF, the parties have signed and executed this Lease Agreement on the dates indicated below.

BACK TO NATURE WILDLIFE, INC., Florida nonprofit corporation organized under the laws of the State of Florida,

Witness: [Signature]
Witness: [Signature]

By: [Signature]
Debra Kleinberg, President

Date: 1/28/2021

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 28 day of January, 2021, by Debra Kleinberg, in their official capacity as President of Back to Nature Wildlife, Inc.

Personally Known

Produced Identification. ID Type: _____

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

[Signature]
Notary Public

My Commission Expires:

[Signature]
Print, Type/Stamp Name of Notary



EXHIBIT A

A PORTION OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89°49'04" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 30.01 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°17'37" WEST, A DISTANCE OF 610.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°23'00" WEST, A DISTANCE OF 776.56 FEET; THENCE NORTH 00°53'54" WEST, A DISTANCE OF 322.40 FEET; THENCE NORTH 37°54'09" EAST, A DISTANCE OF 228.13 FEET; THENCE SOUTH 52°05'51" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 37°54'09" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 52°05'51" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 37°54'09" EAST, A DISTANCE OF 223.90 FEET; THENCE NORTH 00°52'03" WEST, A DISTANCE OF 772.34 FEET; THENCE NORTH 74°36'13" EAST, A DISTANCE OF 495.84 FEET; THENCE SOUTH 01°17'37" EAST, A DISTANCE OF 919.81 FEET; THENCE NORTH 89°18'49" WEST, A DISTANCE OF 30.02 FEET; THENCE SOUTH 01°17'37" EAST, A DISTANCE OF 711.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.6668 ACRES OR 900246 SQUARE FEET, MORE OR LESS.

Handwritten signature

Handwritten signature

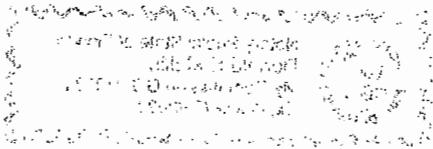


EXHIBIT A



EXHIBIT B

DELEGATION OF RESPONSIBILITIES

County and BTN acknowledge and agree the following will constitute Delegation of Responsibilities regarding the Leased Premises:

	Orange County ("County") or Back to Nature ("BTN")	Comments
Cabinets, Vanities, and Countertops	County	
Carpet and/or Tile (incl. Deep Cleaning, Repair, and Replacement)	County	
Changes / Additions to Building		
Common Area Maintenance	County	
Dumpsters/Trash (Routine Office/Admin Waste)	County	
Dumpsters/Trash (Hazardous/Animal/Medical Waste)	BTN	
Elevators	N/A	
Exterior Cleaning (Pressure Washing)	County	
Exterior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	County	
Exterior Lighting (Pole and Building Fixtures)	County	
Exterior Painting	County	
Exterior Plumbing (incl. Septic Tanks, Lift Stations, Pumps, Wells, and Well Water Treatment, etc.)	County	
Exterior Walls, Building Envelope, and other Structural Components	County	
Exterior Windows	County	
Fire Alarm Systems (incl. False Alarms)	County	
Fire Extinguishers	BTN	BTN responsible for replacement of any fire extinguisher
Fire Extinguishers (monthly inspections)	BTN	BTN must have a safety officer inspect fire extinguishers on a monthly basis.
Generators	County	
HVAC (incl. Filters, Repairs, and Replacement)	County	
Interior Doors (incl. Closure Devices, Frames, Molding, etc.)	County	
Interior Electrical: Main Switchgear & Breakers	County	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	County	
Interior Decoration (incl. Paint , Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (incl. Leaks under Slab or Inside Walls)	County	
Interior Painting	County	All interior painting must be coordinated through the County with color selection approved by the County.
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	County	
Irrigation Systems (incl. Controllers, Pumps)	N/A	

EXHIBIT B

DELEGATION OF RESPONSIBILITIES (CONTINUED)

Janitorial	County / BTN	BTN responsible for providing janitorial services for the animal care area (using the proper cleaning solutions so as not to ruin the flooring) and janitorial services needed to clean up after any BTN Licensee of the Education Center.
Landscaping (incl. Debris Clean-up & Storm Drainage)	County / BTN	BTN responsible for wildlife area, wildlife walk area, and bee box area.
Life Safety / Fire Sprinklers / Fire Hood Suppression	County	
Locks / Key Management	County	BTN shall ensure that the County-issued keys are managed appropriately. If a County-issued key assigned to BTN is lost, BTN will be held responsible for building rekey costs.
Overhead Doors / Automatic Gates (incl. Closure Devices, etc.)	County	
Parking Lot and Driveway (incl. Hardscapes)	County	
Pest Control (incl. interior/exterior, removal/disposal of dead pests)	County	County shall utilize pesticides that it determines, with BTN's input, are safe for the animals within BTN's care and custody.
Roof	County	
Security Systems / Cameras	BTN	
Signage	County	
Utilities – Electrical	BTN	
Utilities – Internet Access, Phones, IT equipment	BTN	
Utilities – Water / Sewer	BTN	
Other: Septic Tank	County / BTN	BTN responsible for hooking up water/sewer if/when available
Other: Water well	County	

EXHIBIT C
SCOPE OF SERVICES

Summary:

The mission of Back to Nature Wildlife Refuge & Education Center is to rescue, raise, rehabilitate and release injured or orphaned Florida Native species and to provide education about respecting and preserving the environment through their non-releasable permanent residents known as “educational ambassadors.” Back to Nature is a 501(c)(3) non-profit organization that receives over 3,000 injured or abandoned animals and birds annually.

Scope of Services:

A. Back to Nature will use the County Buildings on the Leased Premises to carry out their mission of rescuing, raising, rehabilitating, and releasing injured or orphaned Florida Native wildlife species and for hosting educational and fundraising activities at a safe and accessible location.

1. **Rescue/Rehabilitation and Release.** This is the core mission of BTN and it will be carried out by the Executive Director and staff at no additional expense to the County other than the cost to BTN for facilitating the County’s Animal Services Division’s “drop off” of wildlife – which is negotiated in a separate agreement.
2. **Educational Programs:** Back to Nature will provide a minimum of ten (10) publicly-advertised educational presentations related to wildlife per year for County residents and visitors. Evidence of such events shall be presented to the County Representative with at the end of each calendar year. At least one of the annual events must be related to the American Bald Eagle. Fundraising events shall not be considered as meeting this requirement. Notwithstanding the forgoing, in the event of emergency situations, in County’s sole discretion, the County may waive the minimum number of publicly-advertised educational presentations.

B. **Standard Hours of Operation:** 9:00am to 4pm, Tuesdays through Sundays. Hours may change subject to special events or holidays, or with the written permission of the County Representative.

**EXHIBIT D
Monthly/Annual Report**

Name of Reporting Individual: _____

Signature: _____

Date of Report: _____

Reporting Month: _____

Section I: Monthly/Annual Report Summary

Part 1: Animal Rehabilitation	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	YTD
A. # Animals Taken in by BTN:													
B. # Animals Released by BTN:													

Part 2: Educational Events	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	YTD
A. # Events BTN Held at Education Center:													
B. Total # Events BTN Held Onsite:													
C. Total # Events BTN Held Offsite:													

Part 3: Rental Revenue	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	YTD
A. # Events Public Held at Education Center:													
B. Education Center Rental Revenue:													

Part 4: Status of Leased Premises (See: Body of Report)

Part 5: Annual Report (Note: The December Report is the Annual Report.)

**EXHIBIT D
Monthly/Annual Report (Continued)**

Section II: Report Details

Part 1: Animal Rehabilitation:

A. Number of Animals Taken in by BTN during Reporting Month:

Animal Type	Intake Date	Initial Status	Current Status

B. Number of Animals Released by BTN during Reporting Month:

Animal Type	Intake Date	Release Date	Location of Release

Attach additional sheets as necessary.

*Note: In lieu of the format above, County will accept rehabilitation forms submitted to FWC.

EXHIBIT D
Monthly/Annual Report (Continued)

Part 2: Educational Events

A. BTN Events Held at Education Center during Reporting Month:

Event Date	Event Summary (Type of Event, Specific Educational Focus, etc.)	Publicly Advertised?	Number of Attendees
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach any evidence of event advertisement and the sign-in sheet to this report per event.

EXHIBIT D
Monthly/Annual Report (Continued)

Part 2: Educational Events (Continued)

B. BTN Events Held Onsite during Reporting Month (in addition to those already listed in Part 2, A.):

Event Date	Event Summary (Type of Event, Specific Educational Focus, etc.)	Publicly Advertised?	Number of Attendees
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Attach any evidence of event advertisement and the sign-in sheet to this report per event.

EXHIBIT D
Monthly/Annual Report (Continued)

Part 2: Educational Events (Continued)

C. BTN Events Held Offsite during Reporting Month:

Event Date	Event Summary (Type of Event, Specific Educational Focus, etc.)	Publicly Advertised?	Number of Attendees
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

EXHIBIT D
Monthly/Annual Report (Continued)

Attach any evidence of event advertisement and the sign-in sheet to this report per event.

EXHIBIT D
Monthly/Annual Report (Continued)

Part 3: Rental Revenue

A. Public Events Held at Education Center during Reporting Month:

Event Date	Renter's Name and Contact Information	Event Summary	Charged Rental Fee?
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No
			<input type="checkbox"/> Yes. \$ _____ charged. <input type="checkbox"/> No

Attach copies of required insurance for each event to this report.

B. Total Education Center Revenue for Reporting Month:

\$ _____

EXHIBIT D
Monthly/Annual Report (Continued)

Part 4: Status of Leased Premises

Provide a written summary of the status of the Lease Premises, please include any maintenance and/or facility issues discovered for Reporting Month.

Noting such maintenance and/or facility issues in this report does not relieve BTN of its obligation to report any such issues to the Orange County Facilities Department as provided for in the Lease Agreement.

EXHIBIT D
Monthly/Annual Report (Continued)

Part 5: Annual Report (to be used only with the February Monthly Report)

A. Please attach the following documents:

- Copies of all federal, state, and local licenses and permits. If any such documents are not current, please provide a written explanation.
- Copy of IRS Form 990 (Return of Organization Exempt from Income Tax) or financial summary of annual revenues and expenditures.
- Current certificates of insurance for all required insurance coverages.

B. List the top highlights and/or accomplishments of BTN over the past year (please list at least three):

FEB 23 2021

ADDENDUM #1 TO LEASE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

BACK TO NATURE WILDLIFE, INC.

related to

**The County's Demolition of Pre-existing Structures and
Construction of Five New County Buildings on the Leased Premises**

THIS ADDENDUM (the "**Addendum**") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "**County**") and **BACK TO NATURE WILDLIFE INC.**, a Florida nonprofit corporation registered under the laws of the State of Florida, located at 10525 Clapp Simms Duda Road, Orlando, Florida 32832 ("**BTN**"). The County and BTN may be referred to individually as "party" and collectively as "parties."

RECITALS

WHEREAS, the County is the fee simple owner of property (the "**Leased Premises**"), as more specifically identified in the lease agreement (the "**Lease Agreement**") entered into by the parties to which this Addendum is incorporated; and

WHEREAS, in Section 6(B) of the Lease Agreement, the parties agreed that the County would demolish the existing structures on the Leased Premises and construct five (5) new structures on the Leased Premises at the County's expense (the "**County Buildings**"); and

WHEREAS, the County recognizes the importance of the services BTN provides for County wildlife and the overall safety, health and general welfare of the public; and

WHEREAS, in order for BTN to continue providing such services, the County has agreed to allow BTN to continue occupying certain designated portions of the Leased Premises, as determined by the County, during the demolition and construction of the County Buildings pursuant to the terms and conditions set forth in this Addendum; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Addendum, the parties agree as follows:

Section 1. Recitals and Definitions. The recitals set forth above are true and correct and are incorporated as a material part of this Addendum. Defined (capitalized) terms used in this

Addendum shall have the meanings given to such terms by the Lease Agreement, unless otherwise explicitly stated in this Addendum.

Section 2. Addendum Effective Period. The Addendum Effective Period shall begin upon the date of execution of this Addendum by the last signing party (the “**Effective Date**”) and shall terminate once the County’s Capital Projects Division provides BTN with written notice that Substantial Completion of the construction contemplated by this Addendum has been reached (the “**End of Effective Period**”). Once such notice is received by BTN, this Addendum shall terminate and no longer be effective without need for any further action by the parties and the terms of the Lease Agreement shall then prevail.

Section 3. Transfer of Existing Portables.

A. At the time of execution of this Addendum, BTN owns and utilizes five portables that are currently located on the Leased Premises (the “**Existing Portables**”). These Existing Portables are used by BTN for the following purposes:

1. A Visitor’s Center;
2. An Education Center;
3. An Animal Care Center;
4. A Food Preparation Building; and
5. An Administration Building.

B. Prior to the County commencing demolition of the Existing Portables for the purpose of constructing the County Buildings, BTN shall transfer ownership of all five of the Existing Portables to the County.

C. The County, to the extent funding is available, will then demolish the Existing Portables and construct the County Buildings on the Leased Premises in the manner more specifically described in the construction plans attached to the Addendum as “**Schedule A**” (the “**Construction Plans**”).

Section 4. Phased Demolition and Construction.

A. The County shall make every reasonable effort to keep certain portions of the Leased Premises available to BTN for use during the County’s demolition of the portables and construction of the County Buildings on the Leased Premises.

B. As such, the County’s demolition and construction on the Leased Premises shall be completed in two phases as determined by area of the Leased Premises, each as more specifically detailed in the Construction Plans and this Addendum.

C. The County reserves the right to modify the phases and any and all demolition or construction plans, and any associated floor plans, , as it may deem necessary, in order to comply with all applicable federal and state legal requirements.

Section 5. **BTN Occupancy During Demolition and Construction.**

A. During the first phase of the County's demolition of the Existing Portables and construction of the County Buildings (the "**First Phase**"), BTN shall be permitted to occupy the approximately 1,500 square foot area to the north of the Leased Premises that includes the Existing Portables currently used as BTN's Food Preparation Building and Administration Building (the "**Northern Premises**").

B. While BTN is occupying the Existing Portables on the Northern Premises, the County will demolish the Existing Portables being used for the Visitor Center, Education Center, and Animal Care Center currently located on the approximately 3,500 square foot area to the south of the Leased Premises (the "**Southern Premises**") and will then commence construction of the County Buildings as shown in the Construction Plans.

C. When beginning the First Phase, the County's Capital Projects Division shall provide notice to BTN, providing fourteen (14) calendar days for BTN to completely vacate the Southern Premises and relocate all of its activities, personnel, equipment, animals, and any other fixtures or property to the Northern Premises. Any and all costs that BTN incurs while temporarily relocating to the Northern Premises shall be the sole responsibility of BTN.

D. Once the First Phase of demolition and construction is complete, the County shall begin work on the Northern Premises (the "**Second Phase**"). When beginning the Second Phase, the County's Capital Projects Division shall provide notice to BTN providing fourteen (14) calendar days for BTN to completely vacate the Northern Premises and relocate all of its activities, personnel, equipment, animals, and any other fixtures or property to the Southern Premises. Any and all costs that BTN incurs while temporarily relocating to the Southern Premises shall be the sole responsibility of BTN.

E. The above First Phase and Second Phase vacating of areas and relocation of any activities, personnel, equipment, animals, and any other fixtures or property notwithstanding, during the Addendum Effective Period, BTN shall vacate or relocate at the County's request as is necessary for the County's ongoing construction efforts.

F. All vacation of areas and relocation of any activities, personnel, equipment, animals, and any other fixtures or property contemplate in this agreement, or later requested by the County during the Addendum Effective Period, shall be done at BTN's cost and in an expedient fashion upon written direction by the County. The County shall not be responsible in any way for assisting BTN with such vacation or relocation, including, but not limited to, personnel and equipment. The County reserves its right to hold BTN liable for any and all construction expenses related to delays caused in the event BTN does not completely vacate an area or relocate as outlined in this Addendum within the timeframes as reasonably established by the County.

Section 6. **BTN Access to the Leased Premises.**

A. During the Addendum Effective Period, BTN shall be permitted access to the Leased Premises only as contemplated in this Addendum, or as provided by the County Representative in

writing. At no point shall the County prohibit BTN from accessing the wildlife within the custody and care of BTN, though the County may direct BTN as to the specific method as to how BTN is able to obtain such access.

B. The County shall make every reasonable effort to ensure that the public can continue to drop off animals for care and rehabilitation by BTN during both construction phases. In so doing, the County reserves the right to change and relocate drop-off access and hereby agrees to provide BTN as much advanced notification of any such change as is practicable.

C. BTN hereby acknowledges that the County has the right to prohibit access to the Leased Premises by the general public for any reason during the Addendum Effective Period. The foregoing notwithstanding, when able, the County shall act in good faith to keep access to the nature walk portion of the property accessible to the public. BTN agrees that if the County does keep such access open, that BTN shall follow any safety directives provided to BTN by the County.

D. Under no circumstances will BTN, its employees, volunteers, associates, or any of BTN's guests, be permitted to access any construction site area without prior written approval by the County Representative.

Section 7. Construction and Construction Delays.

A. The County shall retain control over all aspects of the construction project associated with this Addendum.

B. BTN shall have no cause against the County for any project delays, no matter the reason or cause.

C. The parties acknowledge the existence of two eagle nests located on the Leased Premises and both acknowledge that the presence of those eagle nests may cause construction delays.

Section 8. Site Preparation and Permits. The County shall be responsible for preparation of construction sites and shall be responsible for obtaining any and all applicable permits necessary as part of the construction process.

Section 9. Compliance with Laws and Regulations. In performing pursuant to this Addendum, each party shall abide by the respective statutes, ordinances, rules, and regulations pertaining to, or regulating, the acts of such party.

Section 10. Construction Costs. The construction contemplated under this Addendum shall be completed by the County at no cost to BTN, unless otherwise provided in this Agreement.

Section 11. Limitation of Liability. Notwithstanding anything to the contrary contained in this Addendum, BTN shall not be entitled to recover from the County any special, incidental, consequential, or punitive damages in connection with this Addendum or any of the construction contemplated in this Addendum.

Section 12. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Addendum, shall survive the expiration, cancellation, or termination of this Addendum.

Section 13. No Representations. Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Addendum. Neither party has relied upon any representations or statements made by the other party to this Construction Addendum which are not specifically set forth in this Addendum.

Section 14. Controlling Document. As provided for in the Lease Agreement, the parties agree that the terms of this Addendum are controlling when in conflict with the Lease Agreement for the time period during Addendum Effective Period (as defined below). Lease Agreement terms not in conflict with the letter or spirit of this Addendum, by way of example only – the Lease Agreement’s insurance and indemnification provisions, shall remain in full force and effect.

[SIGNATURES ON SUBSEQUENT PAGE]

Project: Back to Nature at Lake Hart
Lease File #5048

IN WITNESS WHEREOF, the parties have signed and executed this Construction Addendum on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: *24 February 2021*

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

Craig Stopyla
By: Deputy Clerk
for



IN WITNESS WHEREOF, the parties have signed and executed this Construction Addendum on the dates indicated below.

BACK TO NATURE WILDLIFE, INC., Florida nonprofit corporation organized under the laws of the State of Florida,

Witness: [Signature]
Witness: [Signature]

By: [Signature]
Debra Kleinberg, President
Date: 1/28/2021

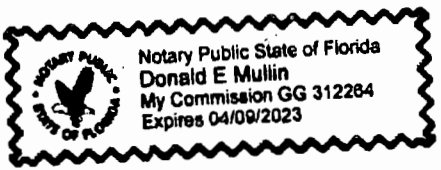
STATE OF: Florida)
COUNTY OF: Orange)

The foregoing instrument was acknowledged before me by means of **physical presence** or **online notarization** on this 28 day of January, 2021, by Debra Kleinberg, in their official capacity as President of Back to Nature Wildlife, Inc.

Personally Known
 Produced Identification. ID Type: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

[Signature]
Notary Public

My Commission Expires:
4/9/2023



[Signature]
Print, Type/Stamp Name of Notary