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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, between the CITY OF GAINESVILLE (City) A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and FLORIDA WILDLIFE CARE (FWC) A FLORIDA NOT-FOR-PROFIT CORPORATION, hereinafter referred to as "LESSEE."

LESSOR and LESSEE agree that, for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, LESSOR does hereby lease to LESSEE the lands described in paragraph 2 below, together with the improvements thereon and subject to the following terms and conditions: 1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the City of Gainesville, Recreation & Parks Department, Nature Operations Division (NOD).

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the City of Gainesville, County of Alachua, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of ten years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, and renewable for another ten year period with agreement of both parties unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of wildlife rehabilitation, education center and wildlife sanctuary, along with other related uses necessary for the accomplishment of this purpose as designated in the FWC management plan required by paragraph 8 and the operation plan required by paragraph 34 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of NOD. Any assignment made either in whole or in part without the prior written consent of NOD shall be void and without legal effect.
8. MANAGEMENT PLAN: LESSEE shall prepare and submit a management plan for the leased premises within twelve months of the effective date of this lease. The management plan shall be submitted to NOD in draft form for review and comments. The leased premises shall not be developed or physically altered in any way other than for security and maintenance of the leased premises and what is shown on a site plan and approved by NOD without the prior written approval of NOD until the management plan is approved by NOD. LESSEE shall give NOD reasonable notice of the application for and receipt of any state or

local permits as well as any public hearings or meetings relating to the development or use of the leased premises. Any financial commitments made by LESSEE, which are not in compliance with the terms of this lease, shall be done at LESSEE'S own risk. The management plan shall emphasize the original management concept as approved by NOD on the effective date of this lease, which established the primary public purpose for which the leased premises are to be managed. The approved management plan shall provide the basic guidance for all management activities which will include a Standard Operating Procedures Manual for wildlife care, education and public use (see paragraph 33. Special Conditions) and shall be reviewed jointly by LESSEE and NOD at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved management plan without the prior written approval of NOD. The introduction of exotic species is prohibited, except when specifically authorized by the approved management plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of NOD. Any easement granted by LESSEE without the prior written approval of NOD shall be void and shall have no legal effect; LESSEE agrees to indemnify and defend the LESSOR in an action resulting from LESSEE'S granting of an easement without obtaining prior written approval of NOD.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written

approval of NOD. Any sublease not approved in writing by NOD shall be void and without legal effect.

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

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE and shall require the prior written approval of NOD as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of NOD. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in the amount of not less than \$500,000 for general liability. Such policies of insurance shall name the City of Gainesville, and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall

submit annually thereafter, written evidence of maintaining such insurance policies to the City of Gainesville, Nature Operations Division. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

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

15. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed

as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

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

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

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

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

20. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the City of Gainesville, Alachua County, State of

Florida and the United States including those specifically required for the operation of a wildlife rehabilitation facility.

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

LESSOR: Nature Operations Division  
Department of Parks and Recreation  
City of Gainesville  
Station 24  
P. O. Box 490  
Gainesville, FL 32602-0490

LESSEE: Leslie E. Straub, Director  
Florida Wildlife Care  
3400 SE 15 Street  
Gainesville, Florida 32641

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR. Should LESSEE fail to comply with the terms and conditions as set forth in paragraph 8,

13 or 23, it shall be considered grounds for immediate termination of this agreement.

23. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure,

investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

24. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is

needed, LESSEE shall give written notification to NOD and at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless NOD gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at NOD'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of NOD shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the NOD. If the improvements do not meet all conditions as set forth in paragraphs 19, 23 and 30 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

25. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease, which have been selected, developed, or approved by NOD for the protection and enhancement of the leased premises.

26. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises

including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

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

28. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to protection of archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historic sites is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared shall be reviewed by the NOD to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

29. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended in a document reduced to a writing which is signed by both parties.

30. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and

maintaining any new roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

31. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida. Venue in Alachua County, Florida.

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

33. SPECIAL CONDITIONS: The following special conditions shall apply to this lease. Prior to commencing operation of the wildlife care facility on the leased premises, LESSEE shall develop a STANDARD OPERATION PROCEEDURE MANUAL (SOPM) for operating a Wildlife Care Rehabilitation facility that shall be submitted to NOD for comment and approval. The SOPM shall include but not be limited to the following:

1. Care, rehabilitation and release of injured, ill or orphaned wildlife
2. Care of wildlife that will be displayed to the public
3. Disposal of dead wildlife whether due to injury of illness
4. Maintenance of the wildlife care facility including interior spaces, cages and outdoor spaces and public use areas
5. Disposal of medical supplies (including syringes) and animal waste
6. Volunteer training and supervision
7. Safety and emergency procedures

**8. Public safety**

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

"LESSOR"

FOR CITY OF GAINESVILLE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
WAYNE BOWERS  
CITY MANAGER

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Name

"LESSEE"

FOR FLORIDA WILDLIFE CARE, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Name

**EXHIBIT A  
LEGAL DESCRIPTION**

