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CITY OF ORLANDO FLORIDA, and
ORANGE COUNTY, FLORIDA

and

ORANGE COUNTY FFA ALUMNI, INC.

WATER CONSERV II LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into by and between the CITY OF ORLANDO, FLORIDA, a Florida municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, (herein collectively referred to as "Lessor") and the Orange County FFA Alumni, Inc., a non-profit 501(c)(3) Florida corporation, whose physical address is P.O. Box 193, Oakland, Florida 34761 ("Lessee").

RECITALS:

WHEREAS, Lessee desires to lease certain lands from Lessor for the purpose of hay production; and

WHEREAS, Lessor is the owner of certain real property (the "Property") located in Lake County, Florida, known as the Water Conserv II site, consisting of approximately 80 acres, which is subject to this lease, and is more particularly described in **Exhibit "A"** (hereinafter called the "Leased Property") attached hereto and incorporated herein; and

WHEREAS, Lessee, a promoter and supporter of agricultural education, has asked Lessor to lease to Lessee the Leased Property for hay production to promote and support the agricultural education program in Orange County Public Schools; and

WHEREAS, Lessor is willing to lease the Leased Property to Lessee as interim use for the term set forth herein, which Leased Property is not otherwise required for other City/County use at this time; and

WHEREAS, Lessor and Lessee agree that the use of the Leased Property is limited to use by the Lessee for hay production for agricultural programs in Orange County Public Schools; and

WHEREAS, Lessee is authorized to enter into this lease pursuant to State law; and this Lease is being entered into by the City of Orlando and Orange County as Lessor, pursuant to their respective charters and the authority granted to Lessor under the home rule provisions of Florida Statutes; and

WHEREAS, Lessor hereby makes a determination that this Lease is being made for a public

purpose with a private non-profit corporation as Lessee; and

WHEREAS, Lessee will pay the cost of providing potable water and any other utilities for hay production throughout the term of the Lease; and

WHEREAS, Lessee acknowledges that reclaimed water is being applied to the Leased Property, and upon the hay production area, for irrigation, when available, and other Water Conserv II program purposes, and Lessee also acknowledges that the students, faculty and other authorized representatives of Lessee may be exposed to reclaimed water at the site, and further Lessee agrees that Lessee will not interfere with or disturb or disrupt Lessor's reclaimed water application processes, equipment, pipes, valves, fixtures or other infrastructure or devices.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. *RECITALS INCORPORATED.* The Lessor and the Lessee agree that each and all of the foregoing premises are incorporated herein and shall constitute operative provisions and obligations of this Lease.

2. *DEMISE.* In consideration of the covenants, terms, conditions and agreements hereinafter set forth, Lessor hereby leases and demises to Lessee, and Lessee hereby hires and takes from Lessor, the Leased Property, together with all improvements thereon, if any, SUBJECT, HOWEVER, TO THE FOLLOWING:

- A. Any state of facts that an accurate survey may show;
- B. Easements, covenants, and restrictions of record, if any;
- C. Present and future zoning laws, ordinances, resolutions and regulations of the county in which the Leased Property is located and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions and bodies of any local, county, state, or federal sovereigns now or hereafter having or acquiring jurisdiction over or affecting the Leased Property;
- D. Permits, ordinances, orders or requirements, whether or not recorded or noted, of any federal, state, or local departments or authority having jurisdiction against or affecting the Leased Property as the same may exist on the date of the commencement of the term of this Lease; and
- E. The condition and state of repair of the Leased Property as the same may be on the date of the commencement of the term of this Lease.

This Lease is granted and accepted upon the foregoing and upon the following covenants and conditions, and subject to the following restrictions, to all and every one of which the parties consent;

and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on its part to be kept, performed and observed.

3. *EFFECTIVE DATE AND TERM OF LEASE.* This LEASE shall commence on _____, 2014. Unless extended in accordance with the provisions set forth in this paragraph and subject to the provisions in Sections 19 and 20 of this Lease, the Leased Property is leased to Lessee for the purpose of hay production for a term of three (3) years from effective date of this Lease with an option to renew this Lease on terms and conditions mutually acceptable to Lessor and Lessee.

4. *RENT.*

The annual rent due hereunder shall be payable as follows:

- A. During the initial term of this Lease, Lessee shall provide the services set forth herein and pay to Lessor the annual rent of One Dollar (\$1.00) per year, and other good and valuable consideration set forth herein.
- B. At the discretion of Lessor, work/service/credit arrangements, for work performed by Lessee on the Leased Property during any effective year under this Lease, may be coordinated between and agreed upon by Lessee and Lessor, and substituted for all or part of the annual rent required herein during any subsequent year.

5. *USE OF PROPERTY.* The Leased Property shall be used by Lessee solely for the purpose of hay production to promote and support the agricultural education program in Orange County Public Schools. The Leased Property shall be used by Lessee for no purposes other than that use specified in the preceding sentence without the prior, written consent of Lessor, which may be withheld in Lessor's sole discretion. Lessee agrees that, for the term of this Lease and any extension thereof, Lessee shall provide surveillance over the Leased Property, as more specifically set forth in Section 6 of this Lease. Lessee is prohibited from allowing cattle or other livestock on the Leased Property at any time for any purpose. Except as authorized in advance and in writing by Lessor, Lessee is prohibited from converting any natural area, wetlands, forested area or unimproved pasture into improved pasture.

Lessor reserves for itself, its agents, servants, and employees, the right of access for ingress and egress over, across and through the Leased Property as set forth in Section 14 of this Agreement.

Existing fences, gates, pumps, culverts, sprinkler or water application devices, roadway improvements and other fixtures and/or personal property associated with hay production on the Leased Property shall be permitted to be utilized by Lessee during the term of this Lease and any extension thereof. During the term of this Lease, Lessee shall be permitted, following notice and reasonable approval by Lessor, to relocate gates and install additional gates at its option and sole expense. Lessee shall only be permitted to replace pumps, culverts, ditches, roadway improvements and other items associated with hay production upon the Leased Property, following the prior written consent and approval of Lessor, which approval may be withheld by the Lessor in its sole discretion. Except as specifically provided herein, no additional structures and man-made alterations will be placed on or made to the Leased Property without prior written consent of Lessor.

At Lessee's own expense, Lessee shall maintain but not alter fencing along the boundary of the Leased Property identified on Exhibit "A". Should the Lessee desire to install additional fencing on the Leased Property, Lessee shall provide to the Lessor plan documents depicting the location, type, height, material and location of any such new fences or gates upon the interior of the Leased Property. All such fencing shall be at Lessee's cost and shall be removed by Lessee at termination of this Lease.

There shall be no dumping or placing of garbage or refuse, non-operable motor vehicles or agricultural equipment or building materials on the Leased Property. Lessee agrees, with respect to the general maintenance of the land and wildlife that Lessee will implement and carry on a program of stewardship to promote and maintain said wildlife and land, and upon expiration or termination hereof, surrender the Leased Property in "better than found" condition.

No illegal, unlawful, offensive or immoral activities shall take place on the Leased Property.

6. *MAINTENANCE.* Lessor shall not be required to furnish to Lessee any facilities or services of any kind whatsoever during the term hereof, such as, but not limited to, water, gas, electricity, light, and power. Lessor shall in no event be required to make any alterations, rebuilding, replacements, changes, additions, improvements, repairs, or maintenance of access to the Leased Property during the term of this Lease. Lessee shall, at Lessee's sole cost and expense, keep, maintain, and repair the Leased Property, all improvements thereon and all facilities appurtenant thereto, including fences, swales, private roadways, and private drainage canals, structures, and facilities in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, ordinary wear and tear and damage by the elements excepted. Lessee shall, at Lessee's sole cost and expense, use diligence to put, keep and maintain all portions of the Leased Property and the fences, swales, private roadways, and private drainage canals on and adjoining the same in a clean and orderly condition, free of rubbish, trash, debris, and unlawful obstructions.

A part of the consideration for this Lease is the agreement by Lessee to provide surveillance over the Leased Property. In this connection, Lessee's surveillance obligations shall be satisfied by having a representative of Lessee travel around the perimeter of Lessor's land at least once per week during the term of this Lease, and any extension thereof, and notifying the proper law enforcement authorities and the Lessor of any trespassers, poachers, and vandals, and any evidence of activities by trespassers, poachers, and vandals, or by such other level of surveillance as Lessor and Lessee may subsequently mutually agree upon in writing. Lessee shall secure all gates or fences utilized by Lessee or found open or unsecured during surveillance or use of the Leased Property.

The obligation of Lessee to provide surveillance as specified herein shall expire at the end of the term or last extension of this Lease.

7. *STANDARD OF CARE IN CONNECTION WITH USE OF CHEMICALS, PETROLEUM PRODUCTS AND OTHER MATERIALS; REQUIRED NOTICE OF SPILLS AND HAZARDOUS SUBSTANCES.* During the term of this Lease, and any extension thereof:

A. Lessee's use of the Leased Property shall remain in compliance with all

applicable laws, ordinances, and regulations relating to public health and safety and protection of the environment (collectively the "Environmental Laws").

- B. Lessee shall apply for and obtain all governmental permits relating to the Lessee's use or operation of the Leased Property required by applicable Environmental Laws, and shall keep such permits in full force and effect, and shall comply with such permits.
- C. Lessee shall use reasonable care, taking all reasonable and prescribed precautions, in connection with the transfer, storage, and mixing of, and filling of tanks with, fuel, oil, petroleum products and supplies, hazardous materials, chemicals, and other such products, and also in connection with repair or service of equipment utilizing such substances, so that such transport, storage, and mixing, and filling of tanks or equipment and the repair or service of equipment, shall be in accordance with all Environmental Laws, and in accordance with the manufacturer's label for such product and the manufacturer's specifications for such product.
- D. Lessee shall not permit any employee or invitee, agent, or independent contractor of Lessee to cause or allow any release, generation, manufacture, storage, treatment, transportation, or disposal of any hazardous substance, as defined below, on, in, under, or from the Leased Property.
- E. Lessee shall comply with all governmental requirements concerning the maintenance and use of storage tanks, and shall immediately report any discharge, release, or leak from such tanks and take such steps as are necessary to prevent or stop such releases, discharges, or leaks.

In the event, during the term of this Lease, or any extension thereof, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Leased Property, then, in addition to the provisions of any of the Environmental Laws requiring notice of such spill, release or other discharge, Lessee shall immediately notify Lessor of such spill, release, or other discharge. Such notification shall be made by telephone, and, as soon as possible after such spill, release, or other discharge, Lessee shall also provide a written follow-up emergency notice providing Lessor with complete information concerning such spill, release or other discharge. It is the intent of the parties hereto that the provision of this paragraph requiring that Lessee notify Lessor of any such spill, release or other discharge shall not be limited to those situations for which notice is required pursuant to the Environmental Laws, so that Lessee shall be required to notify Lessor of such release, spill or other discharge even if such a notice is not required under the provisions of such Environmental Laws.

For the purposes of this Lease, "hazardous substances or materials" shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of

any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

Lessee will immediately notify Lessor, and provide copies upon receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to any spill, release, or discharge of any hazardous substance on, in, under, or from the Leased Property by Lessee or any agent, employee, independent contractor, or invitee of Lessee during the term of this Lease, or any extension thereof. Lessee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Lessor. Lessee shall keep the Leased Property free of any lien imposed pursuant to any Environmental Laws by reason of any activities of Lessee or any employee, agent, independent contractor or invitee of Lessee.

During the term of this Lease, or any extension thereof, Lessor, at its expense, shall have the right at all reasonable times and from time-to-time to conduct environmental audits or assessments of the Leased Property, and Lessee shall cooperate in the conduct of those audits. Within one hundred eighty (180) days of the end of the term of this Lease, as the same may have been extended pursuant to paragraph 3 above, Lessor may cause to be conducted a level two environmental audit at its expense which Lessor shall furnish to Lessee within thirty (30) business days of receipt. If any hazardous substance is detected on, in, or under the Leased Property, which was discharged by Lessee or any agent, employee, independent contractor or invitee of lessee, the fees and expenses of such assessment and any required follow-up assessment shall be borne by Lessee and shall be paid on demand of Lessor. If the audit occurs during the term of the Lease and hazardous substances are found on the Leased Property attributable to Lessee, then the provisions of the next paragraph shall apply. If Lessee fails to take affirmative action to halt introduction of hazardous materials on the Leased Property and timely clean up a hazardous substance, then the provisions of Section 19 of this Agreement shall apply.

If, during the term of this Lease, or any extension thereof, Lessee shall fail to comply with any of the foregoing provisions in this Section, Lessor, at its option, may cause the clean-up or remediation of any hazardous substance, spill, release, or discharge on, in, under or from the Leased Property by Lessee or any agent, employee, independent contractor or invitee of Lessee. The cost of such clean-up or remediation (including transportation and storage costs) shall be paid by Lessee to Lessor, whether or not a court has ordered the clean-up or remediation, and those costs shall become due and payable on demand by Lessor. Lessee shall give Lessor, its agents, employees and independent contractors access to the Leased Property to clean up or remediate such hazardous substances. The foregoing notwithstanding, Lessor shall have no affirmative obligation to clean up or remediate any hazardous substance unless the release of such hazardous substance was caused by the acts or omissions of Lessor or any agent, employee or independent contractor of Lessor.

Lessee agrees to defend, indemnify and hold harmless Lessor from any and all damages, cost, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediation, fines, penalties and clean-up cost which may be asserted against or imposed upon or incurred by Lessor arising from Lessee's discharge or disposal of

any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Lessee's operations herein. Lessee agrees that it shall dispose of all Materials in strict compliance with local, county, state and federal statutes, laws, ordinances, codes, rules, regulations, orders or decrees and shall provide evidence of such disposal satisfactorily to the Lessor on a weekly basis to Lessor's designated representative. In the event of Lessee's failure to comply with the paragraph, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Lessee's failure to comply and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. Upon discovery of a failure or violation related to its disposal operations, Lessee shall immediately report such failure or violation to all applicable governmental agencies having jurisdiction and to the Lessor. The provisions of Section 7 shall survive the termination or expiration of the Lease.

8. *REPRESENTATIONS.* Lessee covenants and warrants that Lessee has inspected the Leased Property and is fully familiar with its physical condition, and Lessee takes the Leased Property in its "as is" condition. Lessee agrees that neither Lessor, nor Lessor's agents, have made any representations or warranties whatsoever about or in connection with the Leased Property, its condition and location, or the use to which the Leased Property can be put, neither Lessor, nor Lessor's agents, have made any representations or warranties regarding any buildings, improvements, fixtures or equipment (if any), on or appurtenant to the Leased Property, and neither Lessor, nor Lessor's agents, shall be liable to Lessee, Lessee's agents, employees or contractors for any latent or patent defects on the Leased Property or any buildings or improvements thereon.

9. *COMPLIANCE WITH LAW.* Throughout the term of this Lease, Lessee, at Lessee's sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to or affect the Leased Property or any occupants thereof, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate changes or improvements or interfere with the use and enjoyment of the Leased Property, and whether or not such compliance is required by reason of any condition, event or circumstance existing prior to or after the commencement of the term of this Lease.

Lessee shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance required to be carried by Lessee at any time with respect to the Leased Property, whether or not such observance or compliance is required by reason of any condition, event, or circumstance existing prior to or after the commencement of the term of this Lease, and Lessee shall, in the event or any violation or attempted violation of the provisions of this Section take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent same as the case may be.

10. *NUISANCES.* Lessee shall not use or allow the Leased Property to be used for any unlawful purpose or in violation of any law, ordinance or permit covering or affecting the use of the Leased Property or any part thereof or which may constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

11. *WASTE OR DAMAGE.* Lessee shall not commit or permit the commission by others of any waste or damage to the Leased Property or any part thereof. Except for routine maintenance upon the Leased Property, Lessee shall have no right to take or remove any shell, dirt, sand, sod, timber, minerals, or other surface or subsurface materials from the Leased Property. Except as otherwise allowed by applicable permits, Lessee shall not pump, withdraw, remove, or divert surface water, well water, or reclaimed water from the Leased Property.

12. *RELEASE OF LIABILITY.* Except for acts of gross negligence and intentional torts committed by Lessor or Lessor's agents, employees or independent contractors upon the Leased Property, nothing under the terms of this Lease or any usage of the Leased Property will render Lessor or Lessor's agents liable for injury to any persons or for damage to property of Lessee or any agent, employee, independent contractor or invitee of Lessee arising from Lessee's occupation or use of the Leased Property, and Lessee hereby releases Lessor and Lessor's affiliates, board members, directors, officers, employees, and agents, from any and all loss or liability in connection therewith. Lessee agrees to use and occupy the Leased Property at Lessee's own risk, and hereby (for Lessee and all persons claiming under, by or through Lessee) releases Lessor and Lessor's agents from all claims and demands of any kind resulting from any accident, damage or injury on or about the Leased Property which is not caused by acts of gross negligence or intentional torts committed by Lessor or Lessor's employees, agents or independent contractors.

13. *UTILITIES / TAXES.*

- A. Lessee shall pay all charges of any sort for water, gas, electricity, and other utilities furnished to or used by Lessee on the Leased Property; and
- B. The Leased Property is currently tax exempt, and Lessee shall not do anything to jeopardize this tax-exempt status, and if taxes become due as a result of actions of Lessee, then Lessee shall pay all taxes, special assessments, if any, all other fees or charges accruing or due with respect to any activity or business conducted by Lessee on the Leased Property, including all license and permit fees, and including any real property taxes levied against the Leased Property. Lessor agrees to furnish Lessee, within fifteen (15) business days after Lessor's receipt of same, a copy of any notice, invoice, bill demand, claim, inquiry, or other document Lessor may receive seeking payment from Lessee or Lessor for any utility, service, tax, special assessment, activity, user fee, charge, money or other obligation that Lessor deems Lessee is obligated to pay under the provisions of this Section 13, or which indicates that any person, entity, authority or agency claims or may attempt to claim any amount of money from Lessee or Lessor for any utility, service, tax, special assessment, activity, user fee, charge money or other obligation that Lessor deems Lessee is obligated to pay under the Provisions of this Section 13.
- C. Reclaimed Water.
 - i. Reclaimed Water Service: Lessee agrees to the terms and conditions of the Application for Reclaimed Water Service Water Conserv II System (attached

hereto as **Exhibit "C"**), and any amendments made thereto and agrees to pay monthly invoices generated by Orange County Utilities for reclaimed water used by the Lessee. This charge shall be a volume charge and shall be based on a rate of thirty-one cents per thousand gallons (\$0.31/1000 gallons). This rate will not change during the term of the lease and will be applied to the metered volume of reclaimed water, and/or supplemental water, used by the Lessee on a monthly basis. Payments are due within fifteen (15) days of receipt of the invoice. If any invoice is not paid in full within thirty (30) days of receipt of the invoice, the Lessor will send a Notice of Non-Payment to Lessee. If payment is not received within ten (10) days of receipt of Notice of Non-Payment, then Lessor reserves the right to cease delivery of Reclaimed Water to the Lessee. Reclaimed water service will be reinstated upon full payment of all outstanding invoices and any additional charges incurred. All Orange County Utilities standard billing procedures and charges, as amended from time to time by the Orange County Board of County Commissioners, shall apply. Additionally, the following costs shall be added, as may be necessary, to accounts with an outstanding balance due: interest on the unpaid balance, returned check charges; lien charges; collection costs or fees; legal fees and expenses; any other costs outside the normal activities; and any sum permitted by law or a court if legal action is filed. Payments must be made to the address set forth below, or at such other place that Lessor may designate by written notice to Lessee:

Orange County Utilities
P.O. Box 628068
Orlando, Florida 32862-8068

- ii. Availability of Reclaimed Water: Lessor and Lessee recognize that adverse weather conditions or unforeseen circumstances may necessitate modification, or interruption, of the delivery of Reclaimed Water. Lessor reserves the right to limit the rate of flow or interrupt flow of Reclaimed Water, at Lessor's sole discretion.
- iii. Excuse from performance due to governmental acts: If for any reason during the term of this Lease, local, regional, state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of the Reclaimed Water by Lessor, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Lease, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements.

14. *LESSOR'S RIGHT OF ENTRY.* Lessee shall permit Lessor, and Lessor's authorized

representatives, to enter the Leased Property at all times for the purpose of:

- A. inspecting and surveying same;
- B. conducting soil test and analysis;
- C. performing any work therein that may be necessary by reason of Lessee's failure to make any repairs or perform any such work or to commence the same for ten days after written notice from Lessor (or without notice in case of emergency);
- D. monitoring Lessee's compliance with the terms of this Lease;
- E. performing inspections and monitoring pursuant to Lessor's regulatory authority;
- F. conducting any environmentally sensitive lands management activities consistent with the Lessor's Environmentally Sensitive Lands Program;
- G. undertaking other uses as may be determined by Lessor, so long as such entry does not unreasonably interfere with Lessee's use of the Leased Property as authorized herein; and
- H. conducting Lessor's reclaimed water program activities on, over, upon or through the Leased Property and making repairs to the Lease Property that are the obligation or choice of Lessor.
- I. Lessor reserves for itself, its agents, servants, and employees, the right of access for ingress and egress over, across and through the Leased Property for the purpose of assuring Lessee's compliance with the terms of this Lease for environmental management, scientific investigation, for the purpose of carrying out Lessor's reclaimed water programs, or other uses as may be determined by Lessor. Such use by Lessor shall be conducted in a manner such that such entry does not unreasonably interfere with Lessee's use and enjoyment of the Leased Property as authorized herein. During the term of this Lease, and any extension thereof, Lessor and Lessee will not permit hunting on any portion of the Leased Property.

15. *INSURANCE.* The Lessee shall maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage in the amounts specified in **Exhibit "B"** attached hereto and incorporated herein. In addition, each party shall be listed as an additional insured on all general liability policies. Lessee shall provide Lessor Certificates of Insurance evidencing insurance coverage prior to any use of the Leased Property.

The Lessee shall require all contractors performing work on the Leased Property to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage in the amounts specified in **Exhibit "B"** attached hereto and incorporated herein. In addition, each party shall be listed as an additional insured on all general

liability policies.

The Lessor's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Lessee of its liability and obligations under this Lease.

16. *MECHANIC'S LIEN.* Lessee shall have no power to and shall not subject the Leased Property or Lessor's interest in the Leased Property to any construction, mechanic's, laborer's, materialmen's or other liens, including liens for services or labor in growing crops. If any construction, mechanic's, laborer's, materialmen's or other liens or orders for the payment of money shall be filed against the Leased Property for any building or improvement thereof by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Lessee at the Leased Property, or for or by reason of any change, alteration or addition or the cost or expense thereof or any contract relating thereto or for the Lessee at the Leased Property, Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise as allowed by law at the expense of Lessee, within five (5) days after written demand therefore, and shall also indemnify, defend (with counsel reasonably acceptable to Lessor and at Lessee's sole cost) and hold Lessor and Lessor's agents harmless from any action, suit or proceeding which may be brought thereon or for the enforcement of such liens or orders.

17. *LESSEE'S INDEMNIFICATION OF LESSOR.* Lessee shall to the extent allowed by law, indemnify and hold harmless Lessor and Lessor's agents against and from all liabilities, obligations, damages, penalties, claims, cost, charges, and expenses, including reasonable consultant's and attorney fees, which may be imposed upon, incurred by or asserted or claimed against Lessor or Lessor's agents by reason of any of the following occurrences during the term of this Lease:

- A. any work or thing done in, on, or about the Leased Property or any part thereof by Lessee or Lessee's affiliates, employees, agents, permitted sublessees, or any other person acting through or on behalf of Lessee;
- B. any negligence on or part of Lessee or any of Lessee's agents, students, contractors, servants, employees, sublessees, licensees or invitees;
- C. any failure on the part of Lessee or anyone holding by, through or under Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease on Lessee's part to be performed or complied with.

If any action or proceeding is brought against Lessor or Lessor's agents or any claim asserted against Lessor or Lessor's agents arising from or in any way relating to anything described in Section 17.A. through C. above, then Lessee shall, at Lessee's sole cost and expense, resist or defend such claim or action or proceeding by counsel approved by Lessor in writing, which approval Lessor agrees not to unreasonably withhold or delay.

The covenants contained in this Section shall survive the expiration, cancellation or termination of this Lease.

18. *EMINENT DOMAIN.* In the event that the entire Property shall be taken under any condemnation or eminent domain proceedings or by purchase under threat of condemnation during the term hereof, or in the event any portion of the Leased Property shall be taken in any such proceeding and the remaining portion shall not be suitable or adequate for the uses and purposes for which the Leased Property is being utilized by Lessee, then, and in any such event, this Lease shall terminate on the date of such taking.

If a portion of the Leased Property shall be taken under any condemnation, eminent domain proceedings, or by purchase under threat of condemnation during the term hereof, and the remaining portion of the Leased Property not taken or condemned shall be suitable and adequate for the uses and purposes of Lessee permitted by this Lease, then, in such event, this Lease shall be and remain unaffected by such condemnation or eminent domain proceedings as to such remaining property unaffected by such proceedings.

All compensation awarded or paid upon a total or partial taking of the Leased Property, including the value of the leasehold estate created thereby, shall belong to and be the Leased Property of Lessor without any participation by Lessee; provided, however, that nothing contained herein shall be construed to preclude Lessee, at Lessee's sole cost and expense, from independently prosecuting any claim directly against the condemning authority for loss of business, provided, however, that no such claim shall diminish or otherwise adversely affect Lessor's award.

19. *DEFAULT.*

A. Each one or more of the following events shall be deemed a default by Lessee and a breach of this Lease:

- 1) a failure to timely pay when due any tax, or assessment, lien or charge required to be paid by Lessee hereunder;
- 2) Lessee's failure to observe, perform or comply with any of the terms, covenants or conditions in this Lease;
- 3) a determination that Lessee is without legal authority to enter into or continue to comply with this Lease;
- 4) failure by Lessee to maintain required insurance;
- 5) the abandonment of the Leased Property by Lessee, abandonment being defined as a cessation of Lessee's hay production activities upon the Leased Property which continues uninterrupted for a period of at least twelve (12) months;
- 6) any introduction of environmentally hazardous materials onto the Leased Property in violation of Section 7 of this Agreement.

In the event Lessor considers Lessee to be in default hereunder, Lessor shall

provide Lessee written notice (a "Default Notice") specifying in reasonable detail the act or omission alleged to constitute the default. Lessee, upon receiving a factually-correct Default Notice, shall not be considered to be in default hereunder unless (i) the act or omission constituting the default is not cured within ten (10) days following receipt of the Default Notice, or (ii) in the event the act or omission constituting the default is a non-monetary default and is not reasonably susceptible of cure within such ten (10) day period, the Lessee fails to commence, within such ten (10) day period, all actions reasonably calculated to effect cure of such default and/or to diligently and continuously prosecute all such actions to completion such that, in any event, the default is cured within thirty (30) days following the date of receipt by Lessee of the Default Notice. In the event a default is not cured within the grace periods referred to in the preceding sentence, this Lease, and the term hereby described, shall expire and terminate, and all rights of the Lessee under this Lease shall expire and terminate, on the last day of such grace period, whereupon Lessee shall quit and peacefully surrender the Leased Property to Lessor within thirty (30) days following the effective date of such expiration or termination; provided, however, that Lessee shall remain liable to Lessor with respect to any obligations and liabilities of Lessee which, by the express terms of this Lease, survive any expiration or termination hereof.

B. No such termination of this Lease shall relieve Lessee of Lessee's liability and obligations which, by the express terms of this Lease, survive expiration or termination thereof, and any such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Leased Property or any part thereof shall have been relet, Lessee shall pay to Lessor all charges required to be paid by Lessee up to the effective date of such expiration or termination of this Lease.

C. The failure of Lessor to fulfill any of its material obligations in this Lease shall be an event of default by Lessor and a breach of this Lease.

1) In the event Lessee considers Lessor to be in default hereunder, Lessee shall provide the Lessor written notice (a "Default Notice") specifying in reasonable detail the act or omission alleged to constitute the default. Lessor, upon receiving a factually-correct Default Notice, shall not be considered to be in default hereunder unless (i) the act or omission constituting the default is not cured within thirty (30) days following receipt of the Default Notice, or (ii) in the event the act or omission constituting the default is a non-monetary default and is not reasonably susceptible of cure within such thirty (30) day period, Lessor fails to commence, within such thirty (30) day period, all actions reasonably calculated to effect cure of such default and/or to diligently and continuously prosecute all such actions to completion such that, in any event, the default is cured within sixty (60) days following the date of receipt by Lessor of the Default Notice. In the event a default is not cured within the grace periods referred to in the preceding sentence, Lessee may take either of the following actions:

2) Lessee may terminate this Lease and all rights of both parties shall expire and terminate, on the last day of such grace period, whereupon Lessee shall quit and peacefully surrender the Leased Property to Lessor within thirty (30) days following the effective date of such expiration or termination; provided, however, that both parties shall each remain liable to the other with respect to any obligations and liabilities of each party which, by the express terms

of this Lease, survive any expiration or termination hereof; or

3) Lessee's only other remedy shall be to file an action for specific performance of this Lease, and Lessee hereby waives all other rights and remedies it may have at law or in equity arising out of or related to this agreement. In the event that a court refuses to grant specific performance and offers to allow other remedies to Lessee, both parties hereby agree that neither party will be responsible to the other for any indirect, special, incidental, exemplary, punitive, or consequential loss or damage whatsoever (including lost profits, loss of use and opportunity costs, arising out of this Lease or anything done in connection herewith. Further, there shall be no recovery of any such indirect, special, incidental, exemplary, punitive, or consequential loss or damage whether based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. Notwithstanding the foregoing, this limitation of liability shall not apply to any indemnification for third-party claims.

20. *NO SUBLEASES.* The terms, covenants and agreements of this Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and Lessee. Nothing in this Section contained shall be deemed to authorize or permit any sublease, assignment, or other transfer, in whole or in part, of the interest of Lessee in violation of any of the other provisions of this Lease.

21. *TERMINATION.* This lease may be terminated with or without cause, by either party giving one hundred twenty (120) days advanced written notice of termination to the other.

22. *ENTIRE AGREEMENT.* This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee governing the Leased Property. There are no covenants, promises, agreements, conditions and understandings, whether oral or written, between Lessor and Lessee other than those set forth in this Lease, and no subsequent alterations, amendments, changes, modifications or additions to this Lease shall be binding upon Lessor and Lessee unless and until reduced to writing and signed by both parties. This Lease is non-exclusive and does not convey to Lessee any real property rights or interests nor any rights or privileges other than those specified herein.

23. *NOTICES.* Any and all notices and demands, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be writing and shall be deemed to have been duly given, delivered or served if and when sent registered or certified mail, return-receipt requested, with the proper postage paid thereon and deposited with the United States Postal Service, or delivered by hand or an overnight courier service, such as Federal Express, to the following addresses:

If to Lessee: President
 Orange County FFA Alumni, Inc.
 P.O. Box 193
 Oakland Florida 34761

or to such other address as Lessee may from time to time designate by written notice to Lessor.

If to Lessor: Senior Project Manager
Conserv II
P.O. Box 783125
Winter Garden, Florida 34778-3125

With copy to: Orange County Utilities Director
9150 Curry Ford Road
Orlando, Florida 32825

Director of Public Works
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

Orange County Attorney
P.O. Box 1393
Orlando, FL 32802

or to such address as Lessor may from time to time designate by written notice to Lessee.

24. *RECORDING.* Lessee shall not record this Lease or any memorandum thereof without the prior written consent of or as a requirement of Lessor and actual recording of this Lease among the public records of the State of Florida by Lessee shall constitute a default.

25. *WAIVER OF SUBROGATION.* Lessee hereby waives any rights it may have against Lessor to recover for loss or damage to property to the extent that such loss or damage is covered by Lessee's insurance policies.

26. *GOVERNING LAWS.* The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.

27. *VENUE.* Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Lease or any provision hereof may be instituted and maintained in the Circuit Court in and for Orange County, Florida.

28. *SEVERABILITY.* If any terms or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

29. *LOSS OR INJURY REPORTING.* Lessee covenants and agrees that in the event Lessee is notified or has knowledge of any property damage or personal injury occurring in or about the Leased Property, that Lessee shall immediately give written notice thereof to Lessor, whether or not such loss or injury is covered by insurance carried by Lessor or Lessee, and that such notice shall specify in

reasonable detail:

- A. the time, date and place of such damage or injury,
- B. the names and addresses of persons injured or claiming injury or loss,
- C. the names and addresses of witnesses to the damage or injury, and
- D. a full and complete description of the damage or injury together with a detailed report specifying and describing the incident or occurrence of such damage or injury, and the causes thereof to the extent known.

30. *NON-WAIVER OF LESSOR'S REGULATORY POWERS.* Nothing contained in this Lease shall be construed as a waiver of or contract with respect to the regulatory authority of the Lessor as it now or hereafter exists under applicable laws, rules, and regulations.

31. *NON-WAIVER OF SOVEREIGN IMMUNITY.* Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Lessor or the Lessee of the sovereign immunity of the City of Orlando or Orange County under the Constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of Section 768.28, Florida Statutes, or any future statute or Act adopted by the Florida Legislature.

32. *LESSOR'S OBLIGATION.* Lessor, upon performance of said covenants, agreements and conditions by Lessee, hereby covenants that said Lessee shall have the quiet and peaceful enjoyment of the Leased Property, subject to the terms of this Lease. Lessor shall be responsible to promptly close and lock any gate through which any agent, employee or independent contractor of Lessor may pass in the exercise of Lessor's rights under the Lease. Lessor shall bear no financial cost, expense, or obligation to Lessee as a result of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals as of the date shown below.

[SIGNATURES ON FOLLOWING PAGES]

LESSOR:
City of Orlando, Florida

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

Date (SEAL)

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Orlando, Florida only.

_____, 2014

Assistant City Attorney
City of Orlando

LESSOR:
Orange County, Florida
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

Date

Attest: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

LESSEE:

Orange County FFA Alumni, Inc.

By: John Delker

Print Name: John Delker

Title: President

Date: 5-23-2014

Signed, sealed and delivered

In the presence of:

Witness: [Signature]

Print Name: Dean Pieper

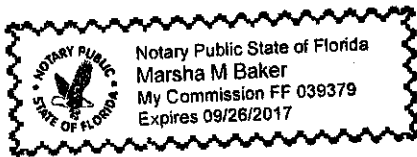
Witness: [Signature]

Print Name: Rick Stork

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of May, 2014, by John Delker, who is President of the Orange County FFA Alumni, Inc. and who is personally known to me or has produced _____ as identification.

(Notary Seal)



Marsha M Baker
Notary Public, State of Florida

Print Name: Marsha Baker

EXHIBIT "A"
Leased Property Description

NW 1/4--LESS W 33 FT & LESS S 33 FT FOR RD R/W'S & LESS E 33 |
FT OF SE 1/4 OF NW 1/4 & LESS S 33 FT OF E 33 FT OF NE 1/4 |
OF NW 1/4 FOR RD R/W--N 1/2 OF NE 1/4--LESS S 33 FT FOR RD |
R/W-- |
ORB 3195 PG 2260 |

EXHIBIT "B"
Lessee and Contractor(s) Insurance Requirements

Lessee and all contractors working upon the Leased Property on behalf of the Lessee shall be subject to the following: Insurance Requirements.

- A. Prior to commencement of the operations and/or occupancy of the Leased Property by Lessee, and for the duration of the Lease, the Lessee shall file with the Lessor current certificates of all required insurance on forms acceptable to the Lessor, which shall include the following provisions, insurance of the types and to the limits specified herein.
 - 1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to Lessor.
 - 2. The Certificates shall clearly indicate that the Lessee or its contractor(s) have obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
 - 3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Lessor.

- B. Coverages Required:
 - 1. Workers' Compensation – The Lessee and its contractor(s) shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Lessor and its agents, employees and officials.
 - 2. Commercial General Liability – The Lessee and its contractor(s) shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Lease or shall be at least twice the required occurrence limit.
 - 3. Business Automobile Liability – The Lessee and its contractor(s) shall provide full coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4. The Lessor shall be specifically included as an additional insured on the general liability policies.
- C. All such insurance required of the Lessee and its contractor(s) shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Lessor.
- D. Any exceptions to the insurance requirements in this section must be approved in writing by the Lessor.
- E. Compliance with these insurance requirements shall not relieve or limit the Lessee or its contractor's liabilities and obligations under Lease. Failure of the Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Lessor to identify a deficiency from evidence provided will not be construed as a waiver of the Lessee or its contractor(s)' obligation to maintain such insurance.
- F. In the event of Lessee's failure, in whole or in part, at any time during the term hereof, to provide such evidence of its insurance types and coverage thereof in timely fashion, Lessor at any time after ten (10) days' prior written notice to Lessee, shall have the right (but shall not be obligated) to procure such insurance and Lessee shall pay to Lessor, upon demand, the costs and expenses thereof.

EXHIBIT "C"

**APPLICATION FOR RECLAIMED WATER SERVICE
WATER CONSERV II SYSTEM**



APPLICATION FOR RECLAIMED WATER SERVICE WATER CONSERV II SYSTEM

Gray Shaded Areas for Orange County or City of Orlando use only

Account Number		Service Start Date:	
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SERVICE INFORMATION

Service Type	Customer Classification	Service Address and Parcel ID	Meter Size	Turnout #
Reclaimed Water				

CUSTOMER INFORMATION

Company Name	
Representative Name	
Mailing Address	
City, State, Zip Code	
Telephone Number	
Email Address	
Federal Tax ID # or Social Security #	
Special Instructions	

ORANGE COUNTY UTILITIES REQUESTS FEDERAL TAX ID OR SOCIAL SECURITY NUMBERS TO CONFIRM CUSTOMER IDENTITY AND FOR DEBT COLLECTION PURPOSES. [PROVIDING YOUR SOCIAL SECURITY NUMBER IS NOT MANDATORY FOR THE ESTABLISHMENT OF AN ACCOUNT.] FOR CUSTOMERS EARNING MORE THAN \$600.00 INTEREST ON DEPOSITS ANNUALLY, FEDERAL TAX ID NUMBERS MAY ALSO BE USED FOR IRS TAX REPORTING PURPOSES.

I, THE UNDERSIGNED, UNDERSTAND AND AGREE THAT I AM RESPONSIBLE FOR ALL CHARGES FOR THE ABOVE REQUESTED SERVICE AND WILL CONTINUE TO BE RESPONSIBLE FOR SAME UNTIL SUCH TIME AS SERVICE IS TERMINATED. I UNDERSTAND ANY DEPOSIT MAY BE APPLIED TO THE ACCOUNT ON THE NEXT BILL FOLLOWING SERVICE TERMINATION AND ANY RESULTING CREDIT WILL BE REFUNDED IF THE ACCOUNT IS TERMINATED IN ITS ENTIRETY. I ALSO UNDERSTAND THAT THE INITIATION FEE IS NON-REFUNDABLE. SHOULD THIS ACCOUNT NOT BE PAID IN FULL WITHIN THE TIME SPECIFIED, ORANGE COUNTY MAY, AT ITS OPINION, TERMINATE SERVICE WITHOUT FURTHER NOTICE. IN ADDITION, I HEREBY AGREE TO PAY ALL REASONABLE COSTS OF COLLECTING MONIES ON THIS ACCOUNT, INCLUDING COLLECTION AGENCY FEE, ATTORNEY'S FEES AND COURT COSTS. PRIOR TO INITIATION OF SERVICE, I AGREE TO READ AND ABIDE BY THE RECLAIMED WATER OPERATING PRACTICES AS OUTLINED ON THE BACK OF THIS FORM. I UNDERSTAND AND ACKNOWLEDGE THAT THIS ACCOUNT IS NON-TRANSFERRABLE AND UPON ANY CHANGE IN OWNERSHIP OR TENANT, THIS ACCOUNT WILL BE TERMINATED. I HEREBY GRANT TO CITY OF ORLANDO AND ORANGE COUNTY, THEIR EMPLOYEES AND REPRESENTATIVES, A RIGHT OF ENTRY ON THE PROPERTY SOLELY FOR THE INSTALLATION, MONTHLY READING, ANNUAL INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OF THE RECLAIMED WATER METER ASSEMBLY, AS WELL AS FOR ROUTINE INSPECTION OF THE PROPERTY FOR COMPLIANCE WITH THE TERMS OF SERVICE.

Representative Signature:		Date:	
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RECLAIMED WATER OPERATING PRACTICES

1. Appropriate advisory signs shall be posted around sites utilizing reclaimed water by the user to designate the nature of the water and its non-potability. The signs shall be designed and posted in accordance with current Florida Department of Environmental Protection (FDEP) rules and regulations. The reclaimed water user is responsible for obtaining, installing, maintaining and ensuring signs are posted in accordance with applicable Florida Administrative Codes and Orange County and City of Orlando policies and ordinances pertaining to reclaimed water signage.
2. The reclaimed water user will take all reasonable precautions, including signs, labeling and color-coding to clearly identify reclaimed water systems to prevent inadvertent human consumption. The signs, labeling and color-coding shall be in accordance with applicable FDEP regulations.
3. No cross-connections shall be made between the reclaimed water system, potable water system and/or any well. Should a groundwater well be on the property as a backup system or for any other use, there shall be a minimum double check backflow preventer installed at the well. The reclaimed water user shall fully comply with provisions of applicable Florida Administrative Codes and Orange County and City of Orlando policies and ordinances pertaining to cross-connections.
4. A buffer, as required by the FDEP, Orange County, City of Orlando and all other applicable agencies, shall be maintained between the edge of the wetted area of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) potable water supply wells.
5. The reclaimed water user shall operate the system such that the reclaimed water does not discharge off-site, either directly or through the stormwater drainage system.
6. The reclaimed water user shall use the reclaimed water and operate its system in accordance with the rules and regulations, as they exist now and as they may be amended or implemented in the future, of FDEP, Orange County, City of Orlando and the applicable water management district and other government or regulatory agencies that have jurisdiction.
7. Orange County and the City of Orlando shall have the right to interrupt reclaimed water service to the reclaimed water user in the event that the reclaimed water user fails to fulfill any of the responsibilities or requirements set forth in this document. Service so interrupted would be resumed upon the reclaimed water user's complete fulfillment of the particular responsibility or requirement in question.