

RESOLUTION R-26-025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING LEASING COUNTY PROPERTY TO FRIENDS OF THE PELICANS, INC., A NON-PROFIT CORPORATION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES; FOR THE PURPOSE OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County, a political subdivision of the State of Florida, (County) holds title to and possession of certain real property described in **Exhibit A** (hereinafter the Property), attached hereto and by this reference incorporated herein; and

WHEREAS, Friends of the Pelicans, Inc., a Florida non-profit corporation (FOTP), requested and applied to the County to lease the Property for the purpose of operating a seabird and wildlife rehabilitation facility and to provide related services (hereinafter the "Lease"); and

WHEREAS, Section 125.38, Florida Statutes, provides that the Board of County Commissioners of Manatee County, Florida (Board), is authorized to lease real property owned by the County to any not-for-profit organization which may be organized for the purposes of promoting public or community interest and welfare, when such property is not needed for County purposes, upon application to the Board, provided the Board is satisfied that such property is required for its intended use.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of this Board and are incorporated herein by reference.

2. The Board hereby finds and is satisfied that the Property is not needed for County purposes and is required by FOTP for its intended use.

3. The Board determined that it is in the best interest of the County, its citizens, the taxpayers and the community to lease the Property to FOTP through March 31, 2027, at a price of ONE DOLLAR AND ZERO CENTS (\$1.00), unless terminated or extended as provided in the Lease.

4. The Board hereby, pursuant to Section 125.38, Florida Statutes, authorizes and approves leasing the Property to FOTP in accordance with the terms and conditions of the Lease Agreement, attached hereto as **Exhibit B** and incorporated herein by this reference.

5. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Lease Agreement on behalf of the County.

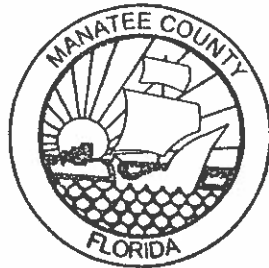
6. Once executed, the County Administrator or his designee is authorized to deliver and transmit a fully executed copy of the Lease Agreement to FOTP and take such further action as is necessary and appropriate to facilitate the leasing of the Property to FOTP and to carry out the intent of the parties to the Lease Agreement.

7. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be reconciled with the provisions of this Resolution.

8. If any section, sentence, clause, or other provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

9. This Resolution shall take effect immediately upon its adoption. **DULY**

ADOPTED with a quorum present and voting this 21st day of April, 2026.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: 
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: 
Deputy Clerk

EXHIBIT A

Legal Description and Sketch

Exhibit "A"

Title: Sketch and Description for the Palmetto Animal Shelter.

Description:

A portion of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section 11, Township 34 South, Range 17 East; thence Southerly along the East line of said Section 11 for a distance of 1002.18 feet; thence West for a distance of 428.87 feet to a point 24 feet South and 1 foot West of the Southwest corner of an existing chain link fence for a Point of Beginning; thence North for a distance of 366.7 feet; thence West for a distance of 227.73 feet to the east right-of-way of the Tampa Southern Railroad; thence S 28°08'03" W along said east right-of-way for a distance of 100.47 feet; thence South for a distance of 278.1 feet; thence East for a distance of 275.1 feet to the Point of Beginning.

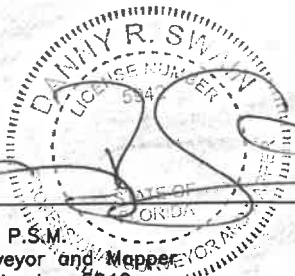
Less and except any portion of 22nd Street West lying within the above-described property as shown on the Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.

Containing 2.27 acres, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Revised: 11/25/2025


11/25/2025
Date


Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida License Number 5942



Drawing Path: S:\SURVEY\2025 Jobs\20251016_Palmetto Animal Shelter\CAD_DWG's
Sheet: 1 OF 3
Section 11, Township 34 South, Range 17 East
Drawing Date: 10/15/25

Exhibit "A"

Surveyor's Notes:

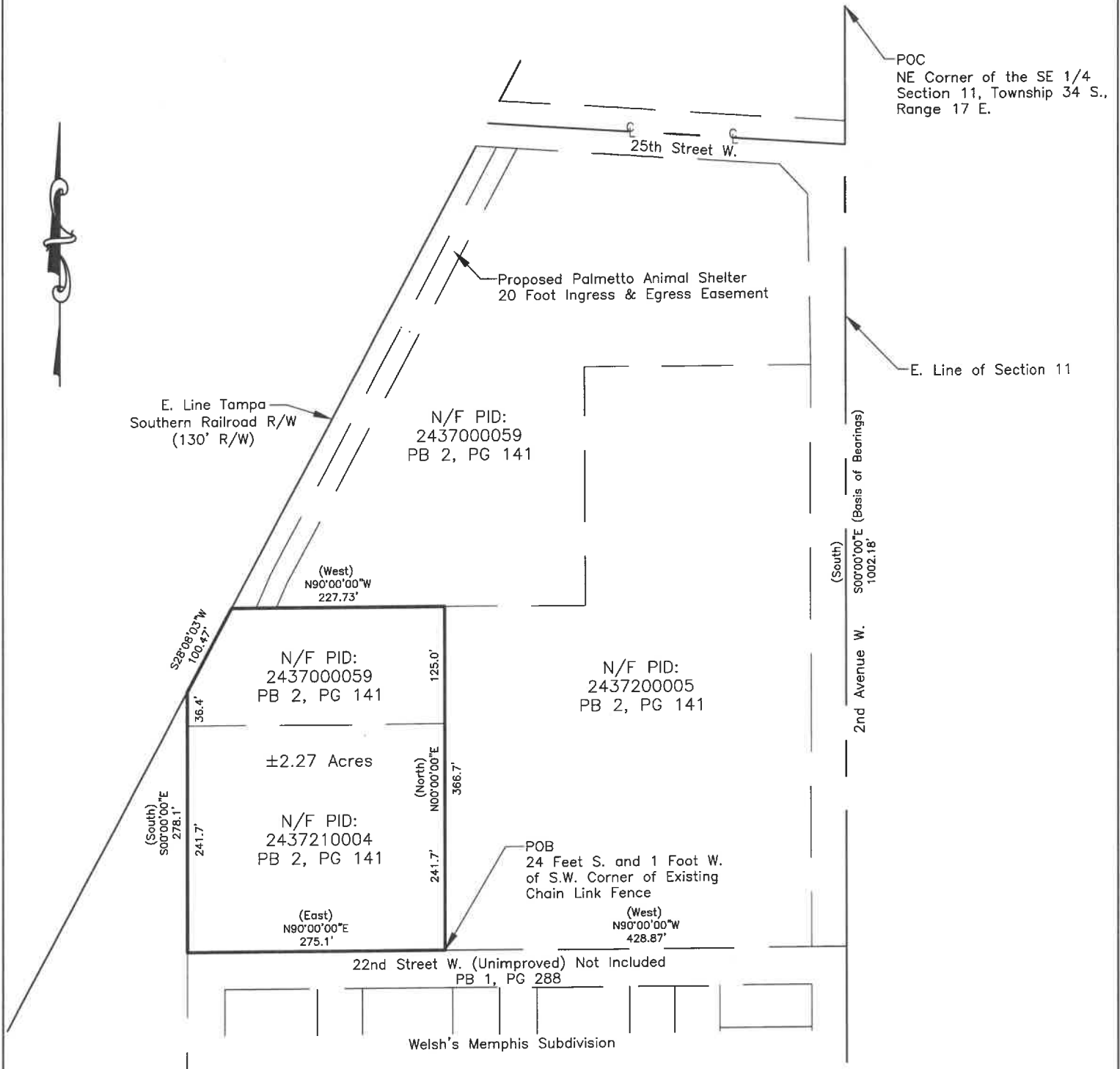
- 1) Measurements were made in accordance with the United States Standard Foot.
 - a. U.S. Survey Foot definition.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the east line of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, as having an assumed bearing of S 00°00'00" E.
- 3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) No title search has been performed by, or provided to, Danny R. Swain, Florida Professional Surveyor and Mapper.
- 6) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 7) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
- 8) Easements are per the recorded plat/deed, if any.
- 9) This sketch and description does not reflect, determine, or guarantee ownership.
- 10) Existing improvements are not shown, if any.
- 11) Underground utilities were not located, if any.
- 12) Overhead utilities were not located, if any.
- 13) No attempt was made to locate any underground foundations.
- 14) Septic/Drain field not located, if any.
- 15) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.
- 16) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 17) This sketch, description, and report, or copies thereof, are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
- 18) The description and sketch are not full and complete without the other.
- 19) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 20) Documents used in the preparation of this sketch and description:
 - a. Florida Department of Environmental Protection Certified Corner Records for Section 11, Township 34 South, Range 17 East.
 - b. Deeds of record as recorded in the public records of Manatee County, Florida: O.R. Book 1098, Page 1230 and Official Records Instrument Number 202341095644.
 - c. General Land Office (G.L.O.) plat and field notes for Township 34 South, Range 17 East.
 - d. Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.
 - e. Plat of Welsh's Memphis Subdivision as recorded in Plat Book 1, Page 288, in the public records of Manatee County, Florida.
 - f. Manatee County Property Appraiser Maps.
 - g. Boundary survey prepared by unknown individual, dated November 1971.
- 21) Unless accompanied by the sheet bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid.
- 22) The parcel lines for adjoining landowners and/or parent tract(s) are from the Manatee County Property Appraiser and are for illustrative purposes only.

Survey Date: N/A



Drawing Path: S:\SURVEY\2025 Jobs\20251016_Palmetto Animal Shelter\CAD_DWG's
Sheet: 2 OF 3
Section 11, Township 34 South, Range 17 East
Drawing Date: 10/15/25

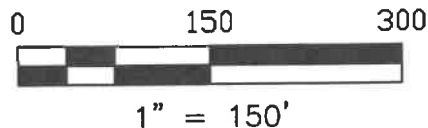
Exhibit "A"



Manatee County Property
Management Department
Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



CL = Center Line
N/F = Now or Formerly
PB = Plat Book
PG = Page
PID = Parcel Identification Number
POB = Point of Beginning
POC = Point of Commencement
POT = Point of Terminus
R/W = Right-of-Way

Drawing Path:
S:\SURVEY\2025
Jobs\20251016_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 3 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

EXHIBIT B

Lease Agreement between Manatee County and
Friends of the Pelicans, Inc.

LEASE AGREEMENT
between
MANATEE COUNTY
and
FRIENDS OF THE PELICANS, INC.

**LEASE AGREEMENT BETWEEN
MANATEE COUNTY
AND
FRIENDS OF THE PELICANS, INC.**

THIS LEASE AGREEMENT (hereinafter "**Lease**") is made by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the "**County**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **FRIENDS OF THE PELICANS, INC.**, a Florida not-for-profit corporation, (hereinafter "**Lessee**"), whose mailing address is 9904 Spoonbill Road East, Bradenton, Florida 34209. The County and Lessee are collectively referred to as "Parties" and individually as "Party."

RECITALS

WHEREAS, the County, in accordance with Section 125.38, Florida Statutes finds that Lessee promotes community interest and welfare through its rehabilitation of seabirds and other native Florida wildlife;

WHEREAS, the County is the owner of certain real property, which is not needed for county purposes, but is needed by Lessee to rescue and rehabilitate more seabirds and wildlife; and

WHEREAS, it is the Parties' intent for the County to lease certain real property to Lessee now, with the intent that Lessee will assume ownership of the property at a later date if and when such property is rezoned or recategorized.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties agree as follows:

1. **RECITALS**: The above recitals are true and correct and are incorporated herein by reference.

2. **THE PROPERTY**: The County, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein and pursuant to Section 125.38, Florida Statutes, hereby leases unto Lessee and Lessee hereby accepts from the County this Lease of certain improved real property located in Manatee County, Florida, as more specifically described on **Exhibit A** attached hereto (hereinafter the "**Property**"), including the facilities, buildings, and equipment thereon (collectively, the "**Facilities**").

It is understood and it is a condition of this Lease that Lessee's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purposes set forth in Section 3 below, and Lessee has no other right in or to the Property or any other interest of any kind or nature therein.

3. **USE**: Lessee shall use the Property for the operation of a seabird and other wildlife rehabilitation facility and related services only, through the term of this Lease.

4. **TERM:**

A. This Lease shall be effective and enforceable upon its execution by the Board of County Commissioners of Manatee County (hereinafter the "**Board**") (collectively, the "**Effective Date**"). This Lease shall terminate on March 31, 2027, unless terminated earlier or extended as provided herein.

B. Termination of this Lease may occur as detailed in Section 16.

5. **RENT:** Lessee agrees to pay the County rent in the amount of ONE DOLLAR and 00/100 (\$1.00) per year to be paid upon execution of this Lease by Lessee, and on or before the same date in each succeeding year for as long as this Lease is effective. As additional rent, Lessee shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 3.

6. **IMPROVEMENTS:** Lessee accepts the Property and the Facilities as is. Lessee will be responsible for any damage to County facilities caused by Lessee, its employees, volunteers, agents, contractors, or representatives, and any damage resulting from Lessee's operations. Lessee shall not commence any construction of any facilities, buildings or other improvements on the Property at any time during the term of this Lease without the express written consent of the County. The County Administrator or his or her designee shall have the authority to approve proposed construction or improvements. However, such approval in no way waives any permitting or any other requirements provided by the County's Land Development Code ("LDC") or Code of Ordinances ("COO"). Construction of facilities, buildings, or other improvements will be at the sole expense and risk of Lessee. The County will not reimburse Lessee for any facilities, buildings or other improvements that remain on the Property at the termination of the Lease. The County reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by Licensee at the Facilities. All new equipment, furnishings, repairs, and improvements provided by Licensee, if any, shall meet and comply with the requirements of all applicable building, fire, animal, pollution, etc. regulations and code, and any other applicable regulations or codes.

7. **UTILITIES AND SERVICES:** Lessee shall pay for all utility services furnished to the Property. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like. Lessee shall contract for all Utilities Services in Lessee's name and pay all deposits and use charges as they become due.

8. **RIGHT OF ENTRY:** The County reserves the right, and Lessee shall permit the County, its agents or employees, to access and enter the Property to inspect the Property to assure its proper care and maintenance and for any other purposes

reasonably connected with the County's ownership of the Property and the County's interest. The County may enter the Property at any time the County reasonably believes an emergency exists upon the Property, and as soon as reasonably possible, notify Lessee.

9. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY:

Upon expiration or termination of this Lease, all right, title and ownership in improvements within the Property, including plant materials, shall vest to the County. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by the County or, at County's option, removed and disposed of with the cost of such removal and disposition borne by Lessee.

10. MECHANIC'S LIEN: In the event any mechanic's lien or other labor or material lien is filed against the Property or any portion thereof as a result of Lessee, its agents, contractors, subcontractors, or representatives, Lessee shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after Lessee has or receives notice from the County, and in the event Lessee fails to do so, the County may, at its option, obtain the discharge thereof and Lessee shall indemnify and hold harmless the County from and against any and all costs or expenses in connection therewith and shall reimburse the County for such costs and expenses on demand, including attorney fees.

11. MAINTENANCE OF PROPERTY:

a. Lessee shall keep every part and portion of the Property and the Facilities in a neat, orderly, clean, safe and sanitary condition in compliance with all codes and laws. This obligation includes, but is not limited to:

- Contracting and arranging for the removal of all garbage, to include the furnishing of at least one 2-1/2 cu. yd. dumpster and providing for regular emptying of same;
- Maintaining surrounding walkways;
- Maintaining and replacing as needed all internal fixtures, such as ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display, and sales facilities, including signage
- Electric utility service to the Facilities;
- Providing and maintaining adequate fire protection and inspections, as required, including sprinkler systems and fire extinguishers, in compliance with all applicable fire, or building code requirements;
- All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closers, locks, windows, floors and floor coverings, vent fans, inspection of fire extinguishers, exhaust fans, all tables and chairs, but excluding maintenance and repair

of structural systems such as roof or foundation and air conditioning systems;

- External maintenance including landscaping; Ensure compliance with Americans with Disabilities Act requirements concerning places of public accommodation;
- The monthly replacement of filters in all air conditioning units.
- Allow annual termite warranty inspections;
- Maintenance of plumbing fixtures and areas provided for janitorial and cleaning services;
- Annual inspections of the hot water system;
- Routine monthly pest control for the Facilities; and
- Ensure compliance with Florida law concerning smoking in places of public accommodation.

b. All maintenance, service, and inspections shall be completed by qualified personnel and in compliance with manufacturer guidelines, and state and local laws, if applicable.

c. Lessee will maintain records of all maintenance and inspections completed. These records will be made available to the County upon request

d. Lessee shall observe and comply with all requirements, regulations and governmental directions with respect to environmental protection of the Property.

12. **COUNTY RESPONSIBILITIES:** The County shall maintain all ditches within the Property at the County's sole cost and expense and Lessee shall permit the County access the Property to perform said maintenance.

13. **RISK OF LOSS:** The County shall not be responsible for damage to personal property, fixtures, or equipment belonging to Lessee caused by or resulting from fire, flood or any other casualty. Lessee shall be solely responsible for keeping the Property and personal property thereon insured against loss or damage by fire, flood or other casualty.

14. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION:** If the Property or the Facilities thereon are damaged by fire, flood or other casualty, Lessee, in its sole discretion, may undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds. The County may require Lessee to deposit an amount equal to the County's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 21 of this Lease.

15. **COVENANTS OF LESSEE:** As consideration for this Lease, Lessee covenants and agrees:

A. not to enter into or execute any contract nor apply any contribution, gift or donation, including, but not limited to inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.

B. to comply with all applicable laws, orders and codes of Federal, State and local governments, including without limitation the Americans with Disabilities Act and any Federal, State, or local laws, regulations, codes, etc. related to the operate of a seabird and wildlife rehabilitation facility.

C. that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by Lessee or be subjected to discrimination under any program or activity on the Property.

D. not to sublet or assign its rights under this Lease.

16. **TERMINATION:** Lessee's rights under this Lease shall terminate immediately upon the occurrence of any Event of Default by Lessee (as hereinafter defined).

17. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

A. Lessee's failure to comply with any term, provision, agreement or covenant of this Lease, if such failure shall continue for more than thirty (30) days after written notice thereof to Lessee, or if such failure cannot reasonably be cured within said thirty (30) days.

B. Lessee at any time ceasing to operate the Property as a seabird and wildlife rehabilitation and rescue services facility.

C. Anything which creates a lien upon the Property and such lien is not discharged (or Lessee has not commenced with reasonable diligence and good faith such necessary process to discharge such lien) within thirty (30) days.

D. The filing of a petition in bankruptcy by or against Lessee unless the petition is vacated or dismissed within sixty (60) days of such filing, or Lessee is declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of Lessee's affairs or property, or Lessee makes an assignment for the benefit of creditors.

E. Issuance of an attachment at law against the goods, property or chattels of Lessee and any such levy not being vacated or dissolved or the

attached property restored to Lessee by the giving or posting of a bond with surety within thirty (30) days after such attachment.

F. Lessee's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

18. **COUNTY'S REMEDIES:** In the Event of Default by Lessee, the County shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

A. To terminate this Lease and discontinue Lessee's use of the Property and the Facilities.

B. To enter the Property and fulfill Lessee's obligations under this Lease. Lessee shall reimburse the County on demand for any expenses which the County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease; and the County shall not be liable for damages resulting to Lessee from such action.

C. To grant a lease to any entity to use the Property and the Facilities thereon for the purpose herein provided or use the Property and the Facilities for such purposes as the County deems to be in the County's best interest, or demolish and remove any buildings, structures or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to this Lease, with Lessee to reimburse the County on demand for any expenses which the County may incur in so restoring the Property.

19. **EMINENT DOMAIN:** If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of the County without participation by Lessee and without any deduction therefrom for any present or future intent or right of Lessee in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with Lessee's use of the Property under this Lease, provided that Lessee, notwithstanding such appropriation shall be able to operate as per the use identified in Section 3 on a reduced scale.

20. **LESSEE'S ACCESS TO AND USE OF THE PROPERTY:** The County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease,

be entitled to the use of the Property as herein provided without interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

21. **SURRENDER OF THE PROPERTY:** Lessee agrees to deliver up, cease and surrender to the County the Property and the Facilities upon the expiration or earlier termination of this Lease, and the Property shall be in a neat, clean and orderly condition and Lessee's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

22. **HOLDING OVER:** If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or Facilities, or any part thereof. The County shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and the County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

23. **LEGAL FEES AND COSTS:** In the event that it becomes necessary for either PParty to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

24. **INDEMNIFICATION:** Lessee shall indemnify, defend, and hold harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorneys' fees which may accrue or be asserted against the County arising out of Lessee's lease or use of the Property and/or the Facilities, Lessee's failure to perform as provided under this Lease, or Event of Default, irrespective of whether it is alleged or determined that the alleged claim, damages, etc. were caused by the negligence or omission of Lessee, its employees, subcontractors, volunteers, or agents. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of Lessee shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Lessee's obligation and agreement to indemnify, defend, and hold harmless the County does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under the terms of this Lease and use of the Property and the Facilities by Lessee have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Lease, the County shall give notice thereof in writing to Lessee by certified mail addressed to Lessee at the address contained herein. Upon receipt of notice, Lessee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. *Nothing in or under this Lease shall be deemed to affect the County's right to provide its own defense and recover from Lessee attorney fees and expenses associated with such representation or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to County's sovereign immunity.*

25. **INSURANCE:** Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverage is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy, proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Agreement:

A. Commercial General Liability Insurance:

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and the policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and

This policy shall contain severability of interests' provisions.

B. Worker's Compensation Insurance:

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

C. Employer's Liability Insurance:

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Content Insurance:

"All Risks" coverage with replacement cost coverage is recommended if Lessee is using its own property in connection with the performance of this Lease.

E. General Requirements:

1. Prior to the execution of this Lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Financial Management Department, Division of Procurement
9000 Town Center Parkway
Lakewood Ranch, FL 34202

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.

3. Lessee agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Lease.

4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Lease and for any events occurring during the Lease term period, whether the suit is brought during the Lease term or not.

5. Lessee has sole responsibility for all insurance premiums and policy deductibles.

6. It is Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

F. **No Limitation of Potential Liability:** The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. **No Waiver of Immunity:** Nothing herein shall be interpreted as a waiver by the County of its rights as set forth in Florida Statutes § 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

26. **NOTICES:** Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and addressed as follows:

If to County: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
9000 Town Center Parkway
Lake Wood Ranch, Florida 34202

and Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

If to Lessee: FRIENDS OF THE PELICANS, INC.
9904 Spoonbill Road East,
Bradenton, Florida 34209

27. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between the County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The County and Lessee are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

28. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by the County and Lessee.

29. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.

Venue for all disputes, whether by mediation, arbitration or litigation, shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida.

30. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

31. **INTERPRETATION:** The County and Lessee had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against the County or Lessee, whether under any rule of construction or otherwise. This Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. The County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

32. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development or rezoning of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to the LDC and Comprehensive Plan. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, , any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require the County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the COO, and the LDCL.

33. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the County and Lessee contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

34. **SOVEREIGN IMMUNITY.** The County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of the County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

35. **SURVIVABILITY:** Unless waived in accordance with Section 37, below, any liability or obligation arising during the Lease term shall survive this Lease's termination.

36. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

37. **WAIVER:** The failure or neglect by the County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver of such right or obligation. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

38. **ANTI-HUMAN TRAFFICKING:** Lessee shall provide the County with a sworn affidavit signed by an officer or a representative of Lessee (attached hereto as **Exhibit "B"**) under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes.

SIGNATURE PAGES TO FOLLOW

The County and Lessee have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

LESSEE:

FRIENDS OF THE PELICANS, INC., a Florida
not for profit corporation

By: _____
Mary Jeanette Edwards, Director

Date: _____

EXHIBIT A

Legal Description and Sketch

Exhibit "A"

Title: Sketch and Description for the Palmetto Animal Shelter.

Description:

A portion of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section 11, Township 34 South, Range 17 East; thence Southerly along the East line of said Section 11 for a distance of 1002.18 feet; thence West for a distance of 428.87 feet to a point 24 feet South and 1 foot West of the Southwest corner of an existing chain link fence for a Point of Beginning; thence North for a distance of 366.7 feet; thence West for a distance of 227.73 feet to the east right-of-way of the Tampa Southern Railroad; thence S 28°08'03" W along said east right-of-way for a distance of 100.47 feet; thence South for a distance of 278.1 feet; thence East for a distance of 275.1 feet to the Point of Beginning.

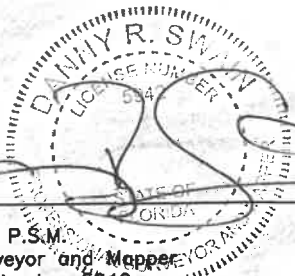
Less and except any portion of 22nd Street West lying within the above-described property as shown on the Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.

Containing 2.27 acres, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Revised: 11/25/2025


11/25/2025
Date


Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida License Number 5942



Drawing Path: S:\SURVEY\2025 Jobs\20251016_Palmetto Animal Shelter\CAD_DWG's
Sheet: 1 OF 3
Section 11, Township 34 South, Range 17 East
Drawing Date: 10/15/25

Exhibit "A"

Surveyor's Notes:

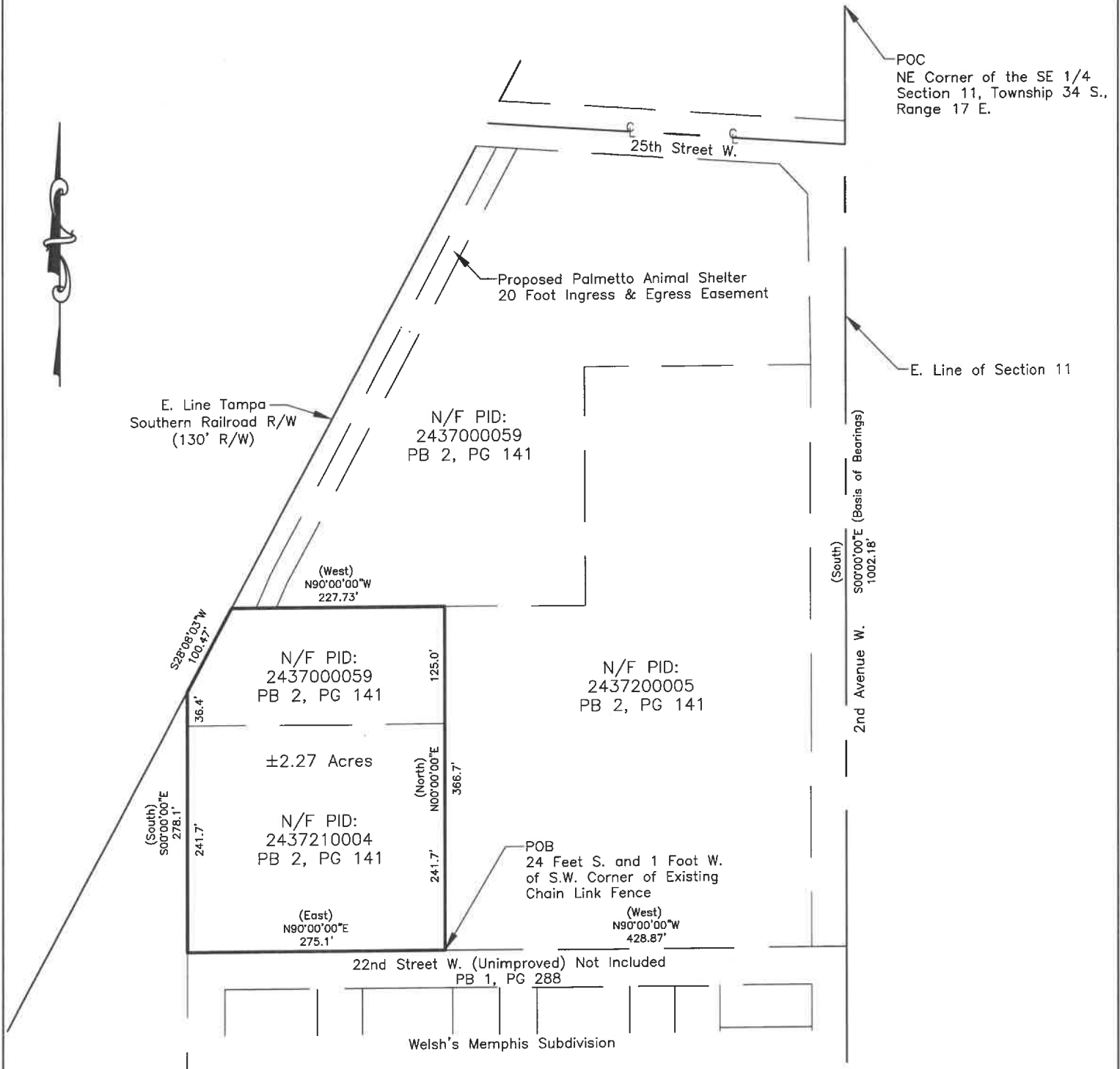
- 1) Measurements were made in accordance with the United States Standard Foot.
 - a. U.S. Survey Foot definition.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the east line of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, as having an assumed bearing of S 00°00'00" E.
- 3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) No title search has been performed by, or provided to, Danny R. Swain, Florida Professional Surveyor and Mapper.
- 6) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 7) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
- 8) Easements are per the recorded plat/deed, if any.
- 9) This sketch and description does not reflect, determine, or guarantee ownership.
- 10) Existing improvements are not shown, if any.
- 11) Underground utilities were not located, if any.
- 12) Overhead utilities were not located, if any.
- 13) No attempt was made to locate any underground foundations.
- 14) Septic/Drain field not located, if any.
- 15) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.
- 16) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 17) This sketch, description, and report, or copies thereof, are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
- 18) The description and sketch are not full and complete without the other.
- 19) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 20) Documents used in the preparation of this sketch and description:
 - a. Florida Department of Environmental Protection Certified Corner Records for Section 11, Township 34 South, Range 17 East.
 - b. Deeds of record as recorded in the public records of Manatee County, Florida: O.R. Book 1098, Page 1230 and Official Records Instrument Number 202341095644.
 - c. General Land Office (G.L.O.) plat and field notes for Township 34 South, Range 17 East.
 - d. Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.
 - e. Plat of Welsh's Memphis Subdivision as recorded in Plat Book 1, Page 288, in the public records of Manatee County, Florida.
 - f. Manatee County Property Appraiser Maps.
 - g. Boundary survey prepared by unknown individual, dated November 1971.
- 21) Unless accompanied by the sheet bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid.
- 22) The parcel lines for adjoining landowners and/or parent tract(s) are from the Manatee County Property Appraiser and are for illustrative purposes only.

Survey Date: N/A



Drawing Path: S:\SURVEY\2025 Jobs\20251016_Palmetto Animal Shelter\CAD_DWG's
Sheet: 2 OF 3
Section 11, Township 34 South, Range 17 East
Drawing Date: 10/15/25

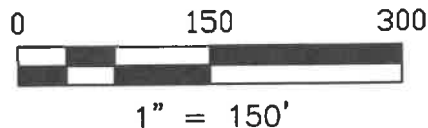
Exhibit "A"



Manatee County Property
Management Department
Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



CL = Center Line
N/F = Now or Formerly
PB = Plat Book
PG = Page
PID = Parcel Identification Number
POB = Point of Beginning
POC = Point of Commencement
POT = Point of Terminus
R/W = Right-of-Way

Drawing Path:
S:\SURVEY\2025
Jobs\20251016_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 3 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

EXHIBIT B

Form of Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally Mary Jeanette Edwards who was sworn and says that the following information is true and correct:

1. I am the Director Friends of the Pelicans, Inc., a Florida not for profit corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

MARY JEANETTE EDWARDS

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, Mary Jeanette Edwards, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

(Legibly print, type, or stamp commissioned
name of Notary Public and affix official
notary seal below.)

My Commission Expires: _____

LEASE AGREEMENT
between
MANATEE COUNTY
and
FRIENDS OF THE PELICANS, INC.

**LEASE AGREEMENT BETWEEN
MANATEE COUNTY
AND
FRIENDS OF THE PELICANS, INC.**

THIS LEASE AGREEMENT (hereinafter "Lease") is made by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the "County"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **FRIENDS OF THE PELICANS, INC.**, a Florida not-for-profit corporation, (hereinafter "Lessee"), whose mailing address is 9904 Spoonbill Road East, Bradenton, Florida 34209. The County and Lessee are collectively referred to as "Parties" and individually as "Party."

RECITALS

WHEREAS, the County, in accordance with Section 125.38, Florida Statutes finds that Lessee promotes community interest and welfare through its rehabilitation of seabirds and other native Florida wildlife;

WHEREAS, the County is the owner of certain real property, which is not needed for county purposes, but is needed by Lessee to rescue and rehabilitate more seabirds and wildlife; and

WHEREAS, it is the Parties' intent for the County to lease certain real property to Lessee now, with the intent that Lessee will assume ownership of the property at a later date if and when such property is rezoned or recategorized.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties agree as follows:

1. **RECITALS:** The above recitals are true and correct and are incorporated herein by reference.

2. **THE PROPERTY:** The County, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein and pursuant to Section 125.38, Florida Statutes, hereby leases unto Lessee and Lessee hereby accepts from the County this Lease of certain improved real property located in Manatee County, Florida, as more specifically described on **Exhibit A** attached hereto (hereinafter the "Property"), including the facilities, buildings, and equipment thereon (collectively, the "Facilities").

It is understood and it is a condition of this Lease that Lessee's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purposes set forth in Section 3 below, and Lessee has no other right in or to the Property or any other interest of any kind or nature therein.

3. **USE:** Lessee shall use the Property for the operation of a seabird and other wildlife rehabilitation facility and related services only, through the term of this Lease.

4. **TERM:**

A. This Lease shall be effective and enforceable upon its execution by the Board of County Commissioners of Manatee County (hereinafter the "Board") (collectively, the "Effective Date"). This Lease shall terminate on March 31, 2027, unless terminated earlier or extended as provided herein.

B. Termination of this Lease may occur as detailed in Section 16.

5. **RENT:** Lessee agrees to pay the County rent in the amount of ONE DOLLAR and 00/100 (\$1.00) per year to be paid upon execution of this Lease by Lessee. and on or before the same date in each succeeding year for as long as this Lease is effective. As additional rent, Lessee shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 3.

6. **IMPROVEMENTS:** Lessee accepts the Property and the Facilities as is. Lessee will be responsible for any damage to County facilities caused by Lessee, its employees, volunteers, agents, contractors, or representatives, and any damage resulting from Lessee's operations. Lessee shall not commence any construction of any facilities, buildings or other improvements on the Property at any time during the term of this Lease without the express written consent of the County. The County Administrator or his or her designee shall have the authority to approve proposed construction or improvements. However, such approval in no way waives any permitting or any other requirements provided by the County's Land Development Code ("LDC") or Code of Ordinances ("COO"). Construction of facilities, buildings, or other improvements will be at the sole expense and risk of Lessee. The County will not reimburse Lessee for any facilities, buildings or other improvements that remain on the Property at the termination of the Lease. The County reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by Licensee at the Facilities. All new equipment, furnishings, repairs, and improvements provided by Licensee, if any, shall meet and comply with the requirements of all applicable building, fire, animal, pollution, etc. regulations and code, and any other applicable regulations or codes.

7. **UTILITIES AND SERVICES:** Lessee shall pay for all utility services furnished to the Property. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like. Lessee shall contract for all Utilities Services in Lessee's name and pay all deposits and use charges as they become due.

8. **RIGHT OF ENTRY:** The County reserves the right, and Lessee shall permit the County, its agents or employees, to access and enter the Property to inspect the Property to assure its proper care and maintenance and for any other purposes

reasonably connected with the County's ownership of the Property and the County's interest. The County may enter the Property at any time the County reasonably believes an emergency exists upon the Property, and as soon as reasonably possible, notify Lessee.

9. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY:

Upon expiration or termination of this Lease, all right, title and ownership in improvements within the Property, including plant materials, shall vest to the County. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by the County or, at County's option, removed and disposed of with the cost of such removal and disposition borne by Lessee.

10. MECHANIC'S LIEN: In the event any mechanic's lien or other labor or material lien is filed against the Property or any portion thereof as a result of Lessee, its agents, contractors, subcontractors, or representatives, Lessee shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after Lessee has or receives notice from the County, and in the event Lessee fails to do so, the County may, at its option, obtain the discharge thereof and Lessee shall indemnify and hold harmless the County from and against any and all costs or expenses in connection therewith and shall reimburse the County for such costs and expenses on demand, including attorney fees.

11. MAINTENANCE OF PROPERTY:

a. Lessee shall keep every part and portion of the Property and the Facilities in a neat, orderly, clean, safe and sanitary condition in compliance with all codes and laws. This obligation includes, but is not limited to:

- Contracting and arranging for the removal of all garbage, to include the furnishing of at least one 2-1/2 cu. yd. dumpster and providing for regular emptying of same;
- Maintaining surrounding walkways;
- Maintaining and replacing as needed all internal fixtures, such as ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display, and sales facilities, including signage
- Electric utility service to the Facilities;
- Providing and maintaining adequate fire protection and inspections, as required, including sprinkler systems and fire extinguishers, in compliance with all applicable fire, or building code requirements;
- All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closers, locks, windows, floors and floor coverings, vent fans, inspection of fire extinguishers, exhaust fans, all tables and chairs, but excluding maintenance and repair

of structural systems such as roof or foundation and air conditioning systems;

- External maintenance including landscaping; Ensure compliance with Americans with Disabilities Act requirements concerning places of public accommodation;
- The monthly replacement of filters in all air conditioning units.
- Allow annual termite warranty inspections;
- Maintenance of plumbing fixtures and areas provided for janitorial and cleaning services;
- Annual inspections of the hot water system;
- Routine monthly pest control for the Facilities; and
- Ensure compliance with Florida law concerning smoking in places of public accommodation.

b. All maintenance, service, and inspections shall be completed by qualified personnel and in compliance with manufacturer guidelines, and state and local laws, if applicable.

c. Lessee will maintain records of all maintenance and inspections completed. These records will be made available to the County upon request

d. Lessee shall observe and comply with all requirements, regulations and governmental directions with respect to environmental protection of the Property.

12. COUNTY RESPONSIBILITIES: The County shall maintain all ditches within the Property at the County's sole cost and expense and Lessee shall permit the County access the Property to perform said maintenance.

13. RISK OF LOSS: The County shall not be responsible for damage to personal property, fixtures, or equipment belonging to Lessee caused by or resulting from fire, flood or any other casualty. Lessee shall be solely responsible for keeping the Property and personal property thereon insured against loss or damage by fire, flood or other casualty.

14. EFFECTS OF PARTIAL OR TOTAL DESTRUCTION: If the Property or the Facilities thereon are damaged by fire, flood or other casualty, Lessee, in its sole discretion, may undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds. The County may require Lessee to deposit an amount equal to the County's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 21 of this Lease.

15. COVENANTS OF LESSEE: As consideration for this Lease, Lessee covenants and agrees:

A. not to enter into or execute any contract nor apply any contribution, gift or donation, including, but not limited to inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.

B. to comply with all applicable laws, orders and codes of Federal, State and local governments, including without limitation the Americans with Disabilities Act and any Federal, State, or local laws, regulations, codes, etc. related to the operate of a seabird and wildlife rehabilitation facility.

C. that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by Lessee or be subjected to discrimination under any program or activity on the Property.

D. not to sublet or assign its rights under this Lease.

16. TERMINATION: Lessee's rights under this Lease shall terminate immediately upon the occurrence of any Event of Default by Lessee (as hereinafter defined).

17. DEFAULT BY LESSEE: Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

A. Lessee's failure to comply with any term, provision, agreement or covenant of this Lease, if such failure shall continue for more than thirty (30) days after written notice thereof to Lessee, or if such failure cannot reasonably be cured within said thirty (30) days.

B. Lessee at any time ceasing to operate the Property as a seabird and wildlife rehabilitation and rescue services facility.

C. Anything which creates a lien upon the Property and such lien is not discharged (or Lessee has not commenced with reasonable diligence and good faith such necessary process to discharge such lien) within thirty (30) days.

D. The filing of a petition in bankruptcy by or against Lessee unless the petition is vacated or dismissed within sixty (60) days of such filing, or Lessee is declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of Lessee's affairs or property, or Lessee makes an assignment for the benefit of creditors.

E. Issuance of an attachment at law against the goods, property or chattels of Lessee and any such levy not being vacated or dissolved or the

attached property restored to Lessee by the giving or posting of a bond with surety within thirty (30) days after such attachment.

F. Lessee's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

18. COUNTY'S REMEDIES: In the Event of Default by Lessee, the County shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

A. To terminate this Lease and discontinue Lessee's use of the Property and the Facilities.

B. To enter the Property and fulfill Lessee's obligations under this Lease. Lessee shall reimburse the County on demand for any expenses which the County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease; and the County shall not be liable for damages resulting to Lessee from such action.

C. To grant a lease to any entity to use the Property and the Facilities thereon for the purpose herein provided or use the Property and the Facilities for such purposes as the County deems to be in the County's best interest, or demolish and remove any buildings, structures or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to this Lease, with Lessee to reimburse the County on demand for any expenses which the County may incur in so restoring the Property.

19. EMINENT DOMAIN: If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of the County without participation by Lessee and without any deduction therefrom for any present or future intent or right of Lessee in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with Lessee's use of the Property under this Lease, provided that Lessee, notwithstanding such appropriation shall be able to operate as per the use identified in Section 3 on a reduced scale.

20. LESSEE'S ACCESS TO AND USE OF THE PROPERTY: The County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease,

be entitled to the use of the Property as herein provided without interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

21. SURRENDER OF THE PROPERTY: Lessee agrees to deliver up, cease and surrender to the County the Property and the Facilities upon the expiration or earlier termination of this Lease, and the Property shall be in a neat, clean and orderly condition and Lessee's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

22. HOLDING OVER: If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or Facilities, or any part thereof. The County shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and the County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

23. LEGAL FEES AND COSTS: In the event that it becomes necessary for either Party to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

24. INDEMNIFICATION: Lessee shall indemnify, defend, and hold harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorneys' fees which may accrue or be asserted against the County arising out of Lessee's lease or use of the Property and/or the Facilities, Lessee's failure to perform as provided under this Lease, or Event of Default, irrespective of whether it is alleged or determined that the alleged claim, damages, etc. were caused by the negligence or omission of Lessee, its employees, subcontractors, volunteers, or agents. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of Lessee shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Lessee's obligation and agreement to indemnify, defend, and hold harmless the County does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under the terms of this Lease and use of the Property and the Facilities by Lessee have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Lease, the County shall give notice thereof in writing to Lessee by certified mail addressed to Lessee at the address contained herein. Upon receipt of notice, Lessee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. *Nothing in or under this Lease shall be deemed to affect the County's right to provide its own defense and recover from Lessee attorney fees and expenses associated with such representation or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to County's sovereign immunity.*

25. INSURANCE: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverage is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy, proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Agreement:

A. Commercial General Liability Insurance:

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and the policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and

This policy shall contain severability of interests' provisions.

B. Worker's Compensation Insurance:

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

C. Employer's Liability Insurance:

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Content Insurance:

"All Risks" coverage with replacement cost coverage is recommended if Lessee is using its own property in connection with the performance of this Lease.

E. General Requirements:

1. Prior to the execution of this Lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Financial Management Department, Division of Procurement
9000 Town Center Parkway
Lakewood Ranch, FL 34202

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.

3. Lessee agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Lease.

4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Lease and for any events occurring during the Lease term period, whether the suit is brought during the Lease term or not.

5. Lessee has sole responsibility for all insurance premiums and policy deductibles.

6. It is Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

F. No Limitation of Potential Liability: The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. No Waiver of Immunity: Nothing herein shall be interpreted as a waiver by the County of its rights as set forth in Florida Statutes § 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

26. NOTICES: Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and addressed as follows:

If to County: Manatee County Government
 Attention: Property Acquisition Division Manager
 Property Management Department
 9000 Town Center Parkway
 Lake Wood Ranch, Florida 34202

and Manatee County Government
 Attention: County Attorney
 County Attorney's Office
 1112 Manatee Avenue West, Suite 969
 Bradenton, Florida 34205

If to Lessee: FRIENDS OF THE PELICANS, INC.
 9904 Spoonbill Road East,
 Bradenton, Florida 34209

27. ENTIRE AGREEMENT: This Lease contains the final and entire agreement between the County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The County and Lessee are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

28. AMENDMENTS: This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by the County and Lessee.

29. FLORIDA LAW AND MANATEE COUNTY VENUE: This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.

Venue for all disputes, whether by mediation, arbitration or litigation, shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida.

30. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

31. **INTERPRETATION:** The County and Lessee had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against the County or Lessee, whether under any rule of construction or otherwise. This Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. The County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

32. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development or rezoning of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to the LDC and Comprehensive Plan. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, , any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require the County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the COO, and the LDC.

33. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the County and Lessee contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

34. **SOVEREIGN IMMUNITY.** The County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of the County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

35. **SURVIVABILITY:** Unless waived in accordance with Section 37, below, any liability or obligation arising during the Lease term shall survive this Lease's termination.

36. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

37. **WAIVER:** The failure or neglect by the County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver of such right or obligation. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

38. **ANTI-HUMAN TRAFFICKING:** Lessee shall provide the County with a sworn affidavit signed by an officer or a representative of Lessee (attached hereto as Exhibit "B") under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes.

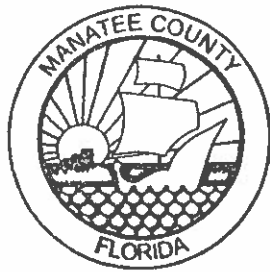
SIGNATURE PAGES TO FOLLOW

The County and Lessee have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: _____

J. H.

Chairperson

Date: _____

4/21/2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____

Robin T. H. DC

Deputy Clerk

LESSEE:

**FRIENDS OF THE PELICANS, INC., a Florida
not for profit corporation**

By: Mary Jeanette Edwards
Mary Jeanette Edwards, Director/President

Date: 3/30/26

EXHIBIT A

Legal Description and Sketch

Exhibit "A"

Title: Sketch and Description for the Palmetto Animal Shelter.

Description:

A portion of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section 11, Township 34 South, Range 17 East; thence Southerly along the East line of said Section 11 for a distance of 1002.18 feet; thence West for a distance of 428.87 feet to a point 24 feet South and 1 foot West of the Southwest corner of an existing chain link fence for a Point of Beginning; thence North for a distance of 386.7 feet; thence West for a distance of 227.73 feet to the east right-of-way of the Tampa Southern Railroad; thence S 28°08'03" W along said east right-of-way for a distance of 100.47 feet; thence South for a distance of 278.1 feet; thence East for a distance of 275.1 feet to the Point of Beginning.

Less and except any portion of 22nd Street West lying within the above-described property as shown on the Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.

Containing 2.27 acres, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Revised: 11/25/2025



DANNY R. SWAIN
LICENSE NUMBER 5842
STATE OF FLORIDA
PROFESSIONAL SURVEYOR

11/25/2025
Date

Danny R. Swain, P.S.
Professional Surveyor and Mapper
Florida License Number 5842

Drawing Path:
S:\SURVEY\2025
Jobs\20251018_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 1 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

Exhibit "A"

Surveyor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
 - a. U.S. Survey Foot definition.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the east line of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, as having an assumed bearing of S 00°00'00" E.
- 3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) No title search has been performed by, or provided to, Danny R. Swain, Florida Professional Surveyor and Mapper.
- 6) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 7) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
- 8) Easements are per the recorded plat/deed, if any.
- 9) This sketch and description does not reflect, determine, or guarantee ownership.
- 10) Existing improvements are not shown, if any.
- 11) Underground utilities were not located, if any.
- 12) Overhead utilities were not located, if any.
- 13) No attempt was made to locate any underground foundations.
- 14) Septic/Drain field not located, if any.
- 15) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.
- 16) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 17) This sketch, description, and report, or copies thereof, are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
- 18) The description and sketch are not full and complete without the other.
- 19) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 20) Documents used in the preparation of this sketch and description:
 - a. Florida Department of Environmental Protection Certified Corner Records for Section 11, Township 34 South, Range 17 East.
 - b. Deeds of record as recorded in the public records of Manatee County, Florida: O.R. Book 1098, Page 1230 and Official Records Instrument Number 202341095644.
 - c. General Land Office (G.L.O.) plat and field notes for Township 34 South, Range 17 East.
 - d. Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.
 - e. Plat of Welsh's Memphis Subdivision as recorded in Plat Book 1, Page 288, in the public records of Manatee County, Florida.
 - f. Manatee County Property Appraiser Maps.
 - g. Boundary survey prepared by unknown individual, dated November 1971.
- 21) Unless accompanied by the sheet bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid.
- 22) The parcel lines for adjoining landowners and/or parent tract(s) are from the Manatee County Property Appraiser and are for illustrative purposes only.

Survey Date: N/A



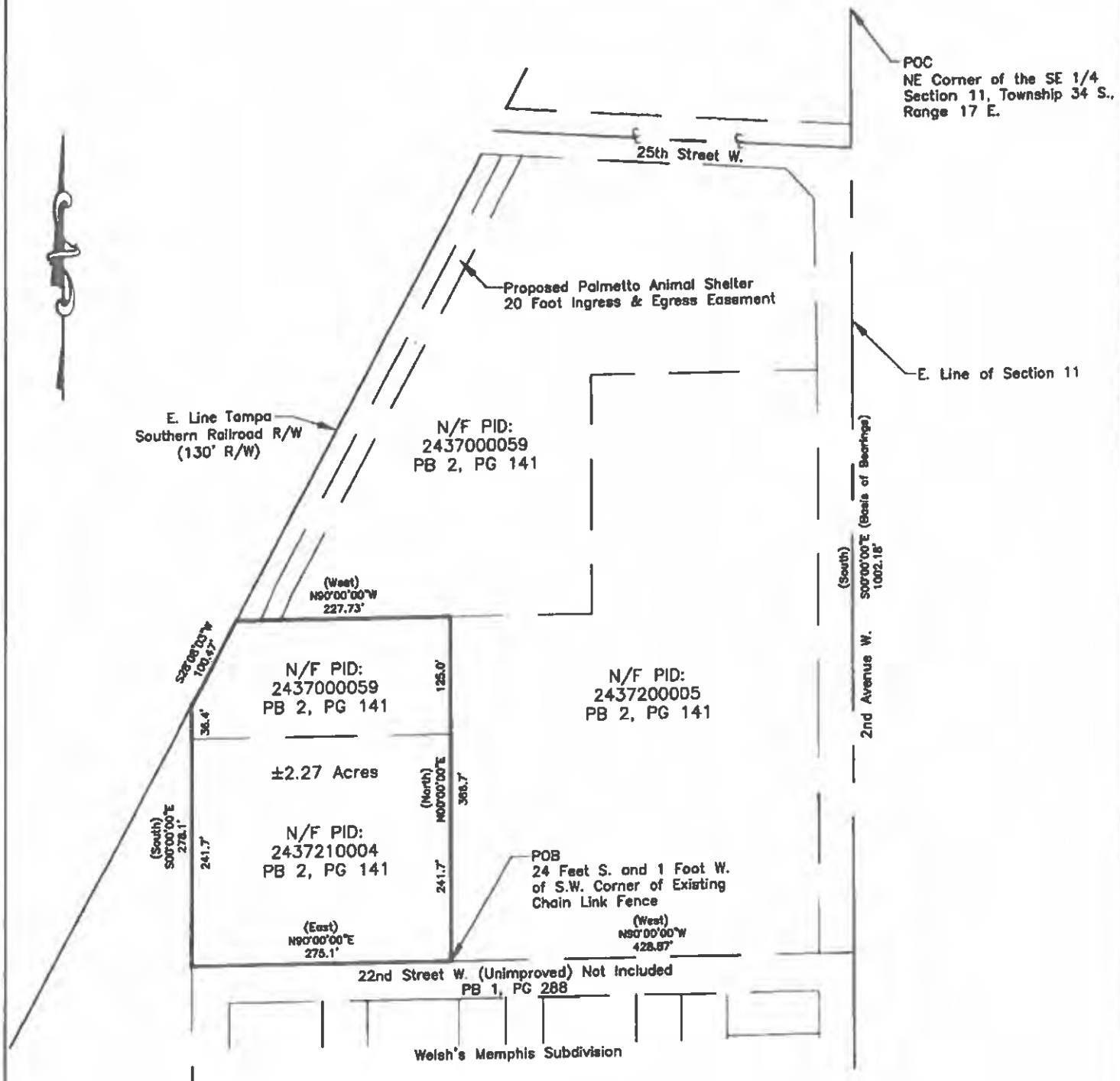
Drawing Path:
S:\SURVEY\2025
Jobs\20251018_Palmella
Armed Shelter\CAD_DWG's

Sheet: 2 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

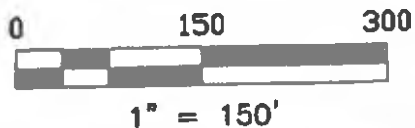
Exhibit "A"



Manatee County Property
Management Department
Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



CL = Center Line
N/F = Now or Formerly
PB = Plat Book
PG = Page
PID = Parcel Identification Number
POB = Point of Beginning
POC = Point of Commencement
POT = Point of Terminus
R/W = Right-of-Way

Drawing Path:
S:\SURVEY\2023
Jaba\20231016_Palmetto
Animal Shelter\CAD_0190's

Sheet: 3 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

EXHIBIT B

Form of Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally Mary Jeanette Edwards who was sworn and says that the following information is true and correct:

1. I am the Director Friends of the Pelicans, Inc., a Florida not for profit corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

MARY JEANETTE EDWARDS

Mary Jeanette Edwards
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

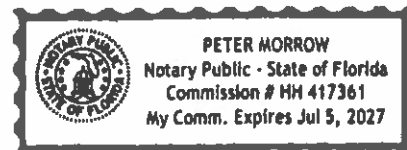
this 30 day of March, 2026, Mary Jeanette Edwards, who

- ☐ is personally known to me or
☒ has produced FL DL as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: 7/5/27





April 21, 2026 - Regular Meeting

Subject

Adoption of Resolution R-26-025, and Execution of Lease Agreement with Friends of the Pelicans, Inc., for the property located at the Palmetto Animal Shelter, 305 25th Street West, Palmetto, Florida 34221, Peter Morrow, Property Acquisition Division Manager - District 2

Category

REGULAR

Briefings

None

Contact and/or Presenter Information

Peter Morrow, Property Acquisition Division Manager, Property Acquisition Division, Property Management Department, Extension 6913

Caitlyn DeLoach, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3603

Action Requested

- Adoption of Resolution R-26-025; and
- Execution of Lease Agreement between Manatee County and Friends of the Pelicans, Inc.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board

N/A

Background Discussion

- Manatee County is working with Friends of the Pelicans, Inc., (FOTP), a Florida not for profit corporation, to donate County owned property known as the Palmetto Animal Shelter, located at 305 25th Street West, Palmetto, Florida 34221 for the purpose of a seabird rehabilitation facility.
- It was recently determined that for FOTP to assume ownership of the property and operate a seabird rehabilitation facility under its ownership, the property would have to undergo a rezone and comprehensive plan amendment. In the interim of FOTP completing both of these processes, the County proposes to lease the property to FOTP until March 31, 2027.

See attached agenda update memo 4.16.26

- FOTP is a not for profit organization that specializes in the rehabilitation of seabirds and other wildlife. The organization regularly rescues pelicans from the Skyway Fishing Pier and works in coordination with Sarasota and Pinellas Counties to provide bird life rehabilitation services throughout the region.
- Due to limited capacity at its existing facilities, FOTP has recently been forced to turn away birds in need of rehabilitation. To address this issue, FOTP reached out to Manatee County to acquire a property for their own seabird rehabilitation facility within Manatee County to continue to help rescue the seabirds.
- Manatee County proposes to lease the Property in "as-is" condition for the total cost of \$1.00 for the term of the lease, to FOTP for the purpose of operating the seabird rehabilitation facility while FOTP completes the required comprehensive plan amendment and re-zoning process.
- Per the terms of the lease, FOTP will be responsible for any maintenance and repairs to the Property and building during their tenancy.

Attorney Review

Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records

Please return the executed original Lease Agreement and Resolution to Caitlyn DeLoach, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

Please email a copy of the approved agenda item to the following:

Caitlyn DeLoach at caitlyn.deloach@mymanatee.org

Charlie Hunsicker at charlie.hunsicker@mymanatee.org

Sarah Brown at sarah.brown@mymanatee.org

Brandon Bennett at brandon.bennett@mymanatee.org

Jeanette Edwards at edwards9904@gmail.com

Distributed 4/24/26, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

From: [Whittni Hodges](#)
To: [Peter Morrow](#); [Caitlyn DeLoach](#)
Cc: [Charles Meador](#); [Charlie Hunsicker](#); [Sarah Brown](#); [Lisa Crabtree](#); [Robert Wenzel](#); [Juliet Shepard](#); [Pamela DAgostino](#); [Bryan Parnell](#)
Subject: Palmetto Animal Shelter Lease and Resolution; Response to RLS No. 25/26-0116
Date: Wednesday, January 14, 2026 1:12:14 PM
Attachments: [Palmetto Animal Shelter Lease \(CAO\).docx](#)
[\(CAO Review\) Resolution R-26-XXX.docx](#)

Good Afternoon, Peter and Caitlyn,

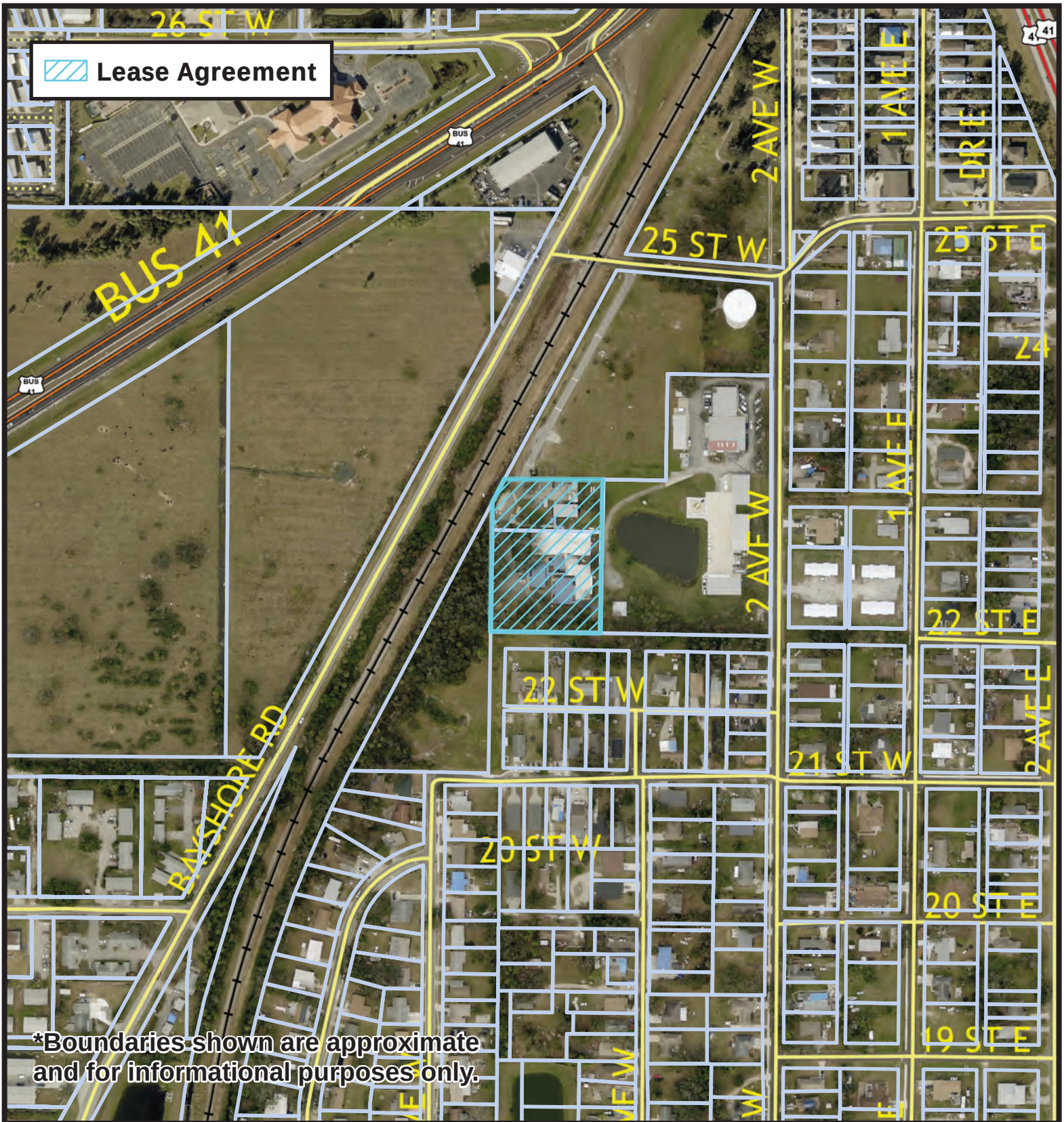
Please allow this email to serve as the CAO's response to the referenced RLS which sought the legal sufficiency review of a proposed lease agreement between the County and non-profit Friends of the Pelicans, Inc. (FOTP) to lease the former Palmetto Animal Shelter property for use as a seabird and wildlife rehabilitation center pursuant to section 125.38, Florida Statutes. A copy of the Lease Agreement and the Resolution with our tracked changes and comments are attached. Please note that whether FOTP can legally operate such a facility at the property given the property's current FLUC category and zoning district (regardless if FOTP owns and/or leases the subject property from the County) is outside the scope of this RLS.

Subject to resolution of the issues raised in the comments to the attached Lease and acceptance of the tracked changes in both attachments, the Lease and Resolution are legally sufficient for the Board's consideration. We offer no opinion as to the business judgment of this lease agreement. Should you have any additional questions or concerns, please do not hesitate to contact me. This concludes my response to your RLS.

Best Regards,

Whittni M. Hodges
Assistant County Attorney
Manatee County
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

NOTE: There were no attachments to this email published on E-Agenda.



LEASE AGREEMENT

MANATEE COUNTY
305 25TH STREET WEST
PALMETTO, FLORIDA 34221
PID 2437210004

DISTRICT 2 - AMANDA BALLARD





April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 16, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/16/26) for the meeting of April 21, 2026:

CONSENT AGENDA

Public Safety

Item 24, Adoption of Budget Amendment Resolution B-26-062 and Approval to Purchase Rip Current Simulator, Chet Brown, Chief of Beach Patrol and Aquatic Safety – Countywide

- This agenda item was deleted from the Agenda.

Public Works

Item 26, Execution of Cooperative Funding Agreement No. 26CF004890 with Southwest Florida Water Management District (SWFWMD) for the Lake Manatee Watershed Management Plan Project Q421, Kenneth Kohn, Senior Project Engineer - District 1

- This agenda item was updated with a revised Cooperative Funding Agreement and additional language on the Cover Sheet under the Attorney Review Section.

Sports and Leisure Services

Item 28, Execution of Seven Agreements with The Friends Groups of Manatee County Library, Molly White, Director, Sports and Leisure Services - Countywide

- This agenda item was updated with revised Agreements (Memorandums of Understanding).

REGULAR

Natural Resources

Item 34, Execution of Temporary Use Agreements (TUA) BOT No. 410337453 and BOT No. 410140533 to allow Manatee County to continue to use the sovereign lands and water column adjacent to the Cortez Marina located at 4334 127th St. W., Manatee County, Florida, Charlie Hunsicker, Natural Resources Director - District 3

- This agenda item was updated with a revised Action Requested (in strikethrough and underline format), Request for Legal Services Email and Temporary Use Agreements BOT No. 410337453 and BOT No. 410140533.

Property Management

Item 35, Adoption of Resolution R-26-025, and Execution of Lease Agreement with Friends of the Pelicans, Inc., for the property located at the Palmetto Animal Shelter, 305 25th Street West, Palmetto, Florida 34221, Peter Morrow, Property Acquisition Division Manager - District 2

- This agenda item was updated with a revised Lease Agreement and a public comment.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

LEASE AGREEMENT
between
MANATEE COUNTY
and
FRIENDS OF THE PELICANS, INC.

**LEASE AGREEMENT BETWEEN
MANATEE COUNTY
AND
FRIENDS OF THE PELICANS, INC.**

THIS LEASE AGREEMENT (hereinafter "**Lease**") is made by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the "**County**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **FRIENDS OF THE PELICANS, INC.**, a Florida not-for-profit corporation, (hereinafter "**Lessee**"), whose mailing address is 9904 Spoonbill Road East, Bradenton, Florida 34209. The County and Lessee are collectively referred to as "**Parties**" and individually as "**Party**."

RECITALS

WHEREAS, the County, in accordance with Section 125.38, Florida Statutes finds that Lessee promotes community interest and welfare through its rehabilitation of seabirds and other native Florida wildlife;

WHEREAS, the County is the owner of certain real property, which is not needed for county purposes, but is needed by Lessee to rescue and rehabilitate more seabirds and wildlife; and

WHEREAS, it is the Parties' intent for the County to lease certain real property to Lessee now, with the intent that Lessee will assume ownership of the property at a later date if and when such property is rezoned or recategorized.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties agree as follows:

1. **RECITALS**: The above recitals are true and correct and are incorporated herein by reference.

2. **THE PROPERTY**: The County, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein and pursuant to Section 125.38, Florida Statutes, hereby leases unto Lessee and Lessee hereby accepts from the County this Lease of certain improved real property located in Manatee County, Florida, as more specifically described on **Exhibit A** attached hereto (hereinafter the "**Property**"), including the facilities, buildings, and equipment thereon (collectively, the "**Facilities**").

It is understood and it is a condition of this Lease that Lessee's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purposes set forth in Section 3 below, and Lessee has no other right in or to the Property or any other interest of any kind or nature therein.

3. **USE**: Lessee shall use the Property for the operation of a seabird and other wildlife rehabilitation facility and related services only, through the term of this Lease.

4. **TERM:**

A. This Lease shall be effective and enforceable upon its execution by the Board of County Commissioners of Manatee County (hereinafter the "**Board**") (collectively, the "**Effective Date**"). This Lease shall terminate on March 31, 2027, unless terminated earlier or extended as provided herein.

B. Termination of this Lease may occur as detailed in Section 16.

5. **RENT:** Lessee agrees to pay the County rent in the amount of ONE DOLLAR and 00/100 (\$1.00) per year to be paid upon execution of this Lease by Lessee. and on or before the same date in each succeeding year for as long as this Lease is effective. As additional rent, Lessee shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 3.

6. **IMPROVEMENTS:** Lessee accepts the Property and the Facilities as is. Lessee will be responsible for any damage to County facilities caused by Lessee, its employees, volunteers, agents, contractors, or representatives, and any damage resulting from Lessee's operations. Lessee shall not commence any construction of any facilities, buildings or other improvements on the Property at any time during the term of this Lease without the express written consent of the County. The County Administrator or his or her designee shall have the authority to approve proposed construction or improvements. However, such approval in no way waives any permitting or any other requirements provided by the County's Land Development Code ("LDC") or Code of Ordinances ("COO"). Construction of facilities, buildings, or other improvements will be at the sole expense and risk of Lessee. The County will not reimburse Lessee for any facilities, buildings or other improvements that remain on the Property at the termination of the Lease. The County reserves the right to approve all equipment, furnishings, signage, and advertising installed, removed, or replaced by Licensee at the Facilities. All new equipment, furnishings, repairs, and improvements provided by Licensee, if any, shall meet and comply with the requirements of all applicable building, fire, animal, pollution, etc. regulations and code, and any other applicable regulations or codes.

7. **UTILITIES AND SERVICES:** Lessee shall pay for all utility services furnished to the Property. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like. Lessee shall contract for all Utilities Services in Lessee's name and pay all deposits and use charges as they become due.

8. **RIGHT OF ENTRY:** The County reserves the right, and Lessee shall permit the County, its agents or employees, to access and enter the Property to inspect the Property to assure its proper care and maintenance and for any other purposes

reasonably connected with the County's ownership of the Property and the County's interest. The County may enter the Property at any time the County reasonably believes an emergency exists upon the Property, and as soon as reasonably possible, notify Lessee.

9. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY:

Upon expiration or termination of this Lease, all right, title and ownership in improvements within the Property, including plant materials, shall vest to the County. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by the County or, at County's option, removed and disposed of with the cost of such removal and disposition borne by Lessee.

10. MECHANIC'S LIEN: In the event any mechanic's lien or other labor or material lien is filed against the Property or any portion thereof as a result of Lessee, its agents, contractors, subcontractors, or representatives, Lessee shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after Lessee has or receives notice from the County, and in the event Lessee fails to do so, the County may, at its option, obtain the discharge thereof and Lessee shall indemnify and hold harmless the County from and against any and all costs or expenses in connection therewith and shall reimburse the County for such costs and expenses on demand, including attorney fees.

11. MAINTENANCE OF PROPERTY:

a. Lessee shall keep every part and portion of the Property and the Facilities in a neat, orderly, clean, safe and sanitary condition in compliance with all codes and laws. This obligation includes, but is not limited to:

- Contracting and arranging for the removal of all garbage, to include the furnishing of at least one 2-1/2 cu. yd. dumpster and providing for regular emptying of same;
- Maintaining surrounding walkways;
- Maintaining and replacing as needed all internal fixtures, such as ceilings, walls, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display, and sales facilities, including signage
- Electric utility service to the Facilities;
- Providing and maintaining adequate fire protection and inspections, as required, including sprinkler systems and fire extinguishers, in compliance with all applicable fire, or building code requirements;
- All interior and exterior maintenance and repair of the Facilities, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closers, locks, windows, floors and floor coverings, vent fans, inspection of fire extinguishers, exhaust fans, all tables and chairs, but excluding maintenance and repair

of structural systems such as roof or foundation and air conditioning systems;

- External maintenance including landscaping; Ensure compliance with Americans with Disabilities Act requirements concerning places of public accommodation;
- The monthly replacement of filters in all air conditioning units.
- Allow annual termite warranty inspections;
- Maintenance of plumbing fixtures and areas provided for janitorial and cleaning services;
- Annual inspections of the hot water system;
- Routine monthly pest control for the Facilities; and
- Ensure compliance with Florida law concerning smoking in places of public accommodation.

b. All maintenance, service, and inspections shall be completed by qualified personnel and in compliance with manufacturer guidelines, and state and local laws, if applicable.

c. Lessee will maintain records of all maintenance and inspections completed. These records will be made available to the County upon request

d. Lessee shall observe and comply with all requirements, regulations and governmental directions with respect to environmental protection of the Property.

12. **COUNTY RESPONSIBILITIES:** The County shall maintain all ditches within the Property at the County's sole cost and expense and Lessee shall permit the County access the Property to perform said maintenance.

13. **RISK OF LOSS:** The County shall not be responsible for damage to personal property, fixtures, or equipment belonging to Lessee caused by or resulting from fire, flood or any other casualty. Lessee shall be solely responsible for keeping the Property and personal property thereon insured against loss or damage by fire, flood or other casualty.

14. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION:** If the Property or the Facilities thereon are damaged by fire, flood or other casualty, Lessee, in its sole discretion, may undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds. The County may require Lessee to deposit an amount equal to the County's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 21 of this Lease.

15. **COVENANTS OF LESSEE:** As consideration for this Lease, Lessee covenants and agrees:

A. not to enter into or execute any contract nor apply any contribution, gift or donation, including, but not limited to inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.

B. to comply with all applicable laws, orders and codes of Federal, State and local governments, including without limitation the Americans with Disabilities Act and any Federal, State, or local laws, regulations, codes, etc. related to the operate of a seabird and wildlife rehabilitation facility.

C. that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by Lessee or be subjected to discrimination under any program or activity on the Property.

D. not to sublet or assign its rights under this Lease.

16. **TERMINATION:** Lessee's rights under this Lease shall terminate immediately upon the occurrence of any Event of Default by Lessee (as hereinafter defined).

17. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

A. Lessee's failure to comply with any term, provision, agreement or covenant of this Lease, if such failure shall continue for more than thirty (30) days after written notice thereof to Lessee, or if such failure cannot reasonably be cured within said thirty (30) days.

B. Lessee at any time ceasing to operate the Property as a seabird and wildlife rehabilitation and rescue services facility.

C. Anything which creates a lien upon the Property and such lien is not discharged (or Lessee has not commenced with reasonable diligence and good faith such necessary process to discharge such lien) within thirty (30) days.

D. The filing of a petition in bankruptcy by or against Lessee unless the petition is vacated or dismissed within sixty (60) days of such filing, or Lessee is declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of Lessee's affairs or property, or Lessee makes an assignment for the benefit of creditors.

E. Issuance of an attachment at law against the goods, property or chattels of Lessee and any such levy not being vacated or dissolved or the

attached property restored to Lessee by the giving or posting of a bond with surety within thirty (30) days after such attachment.

F. Lessee's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

18. **COUNTY'S REMEDIES:** In the Event of Default by Lessee, the County shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

A. To terminate this Lease and discontinue Lessee's use of the Property and the Facilities.

B. To enter the Property and fulfill Lessee's obligations under this Lease. Lessee shall reimburse the County on demand for any expenses which the County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease; and the County shall not be liable for damages resulting to Lessee from such action.

C. To grant a lease to any entity to use the Property and the Facilities thereon for the purpose herein provided or use the Property and the Facilities for such purposes as the County deems to be in the County's best interest, or demolish and remove any buildings, structures or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to this Lease, with Lessee to reimburse the County on demand for any expenses which the County may incur in so restoring the Property.

19. **EMINENT DOMAIN:** If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of the County without participation by Lessee and without any deduction therefrom for any present or future intent or right of Lessee in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with Lessee's use of the Property under this Lease, provided that Lessee, notwithstanding such appropriation shall be able to operate as per the use identified in Section 3 on a reduced scale.

20. **LESSEE'S ACCESS TO AND USE OF THE PROPERTY:** The County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease,

be entitled to the use of the Property as herein provided without interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

21. **SURRENDER OF THE PROPERTY:** Lessee agrees to deliver up, cease and surrender to the County the Property and the Facilities upon the expiration or earlier termination of this Lease, and the Property shall be in a neat, clean and orderly condition and Lessee's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

22. **HOLDING OVER:** If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or Facilities, or any part thereof. The County shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and the County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

23. **LEGAL FEES AND COSTS:** In the event that it becomes necessary for either Party to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

24. **INDEMNIFICATION:** Lessee shall indemnify, defend, and hold harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorneys' fees which may accrue or be asserted against the County arising out of Lessee's lease or use of the Property and/or the Facilities, Lessee's failure to perform as provided under this Lease, or Event of Default, irrespective of whether it is alleged or determined that the alleged claim, damages, etc. were caused by the negligence or omission of Lessee, its employees, subcontractors, volunteers, or agents. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of Lessee shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Lessee's obligation and agreement to indemnify, defend, and hold harmless the County does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under the terms of this Lease and use of the Property and the Facilities by Lessee have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Lease, the County shall give notice thereof in writing to Lessee by certified mail addressed to Lessee at the address contained herein. Upon receipt of notice, Lessee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. *Nothing in or under this Lease shall be deemed to affect the County's right to provide its own defense and recover from Lessee attorney fees and expenses associated with such representation or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to County's sovereign immunity.*

25. INSURANCE: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverage is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy, proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Agreement:

A. Commercial General Liability Insurance:

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and the policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and

This policy shall contain severability of interests' provisions.

B. Worker's Compensation Insurance:

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

C. Employer's Liability Insurance:

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Content Insurance:

"All Risks" coverage with replacement cost coverage is recommended if Lessee is using its own property in connection with the performance of this Lease.

E. General Requirements:

1. Prior to the execution of this Lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Financial Management Department, Division of Procurement
9000 Town Center Parkway
Lakewood Ranch, FL 34202

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.

3. Lessee agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Lease.

4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Lease and for any events occurring during the Lease term period, whether the suit is brought during the Lease term or not.

5. Lessee has sole responsibility for all insurance premiums and policy deductibles.

6. It is Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

F. **No Limitation of Potential Liability:** The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. **No Waiver of Immunity:** Nothing herein shall be interpreted as a waiver by the County of its rights as set forth in Florida Statutes § 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

26. **NOTICES:** Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and addressed as follows:

If to County: Manatee County Government
 Attention: Property Acquisition Division Manager
 Property Management Department
 9000 Town Center Parkway
 Lake Wood Ranch, Florida 34202

and Manatee County Government
 Attention: County Attorney
 County Attorney's Office
 1112 Manatee Avenue West, Suite 969
 Bradenton, Florida 34205

If to Lessee: FRIENDS OF THE PELICANS, INC.
 9904 Spoonbill Road East,
 Bradenton, Florida 34209

27. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between the County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The County and Lessee are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

28. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by the County and Lessee.

29. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida.

Venue for all disputes, whether by mediation, arbitration or litigation, shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida.

30. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

31. **INTERPRETATION:** The County and Lessee had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against the County or Lessee, whether under any rule of construction or otherwise. This Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. The County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

32. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development or rezoning of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to the LDC and Comprehensive Plan. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, , any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require the County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the COO, and the LDC.

33. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the County and Lessee contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

34. **SOVEREIGN IMMUNITY.** The County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of the County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

35. **SURVIVABILITY:** Unless waived in accordance with Section 37, below, any liability or obligation arising during the Lease term shall survive this Lease's termination.

36. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

37. **WAIVER:** The failure or neglect by the County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver of such right or obligation. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

38. **ANTI-HUMAN TRAFFICKING:** Lessee shall provide the County with a sworn affidavit signed by an officer or a representative of Lessee (attached hereto as **Exhibit "B"**) under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes.

SIGNATURE PAGES TO FOLLOW

The County and Lessee have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

LESSEE:

FRIENDS OF THE PELICANS, INC., a Florida
not for profit corporation

By: Mary Jeanette Edwards
Mary Jeanette Edwards, Director/President

Date: 3/30/26

EXHIBIT A

Legal Description and Sketch

Exhibit "A"

Title: Sketch and Description for the Palmetto Animal Shelter.

Description:

A portion of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section 11, Township 34 South, Range 17 East; thence Southerly along the East line of said Section 11 for a distance of 1002.18 feet; thence West for a distance of 428.87 feet to a point 24 feet South and 1 foot West of the Southwest corner of an existing chain link fence for a Point of Beginning; thence North for a distance of 366.7 feet; thence West for a distance of 227.73 feet to the east right-of-way of the Tampa Southern Railroad; thence S 28°08'03" W along said east right-of-way for a distance of 100.47 feet; thence South for a distance of 278.1 feet; thence East for a distance of 275.1 feet to the Point of Beginning.

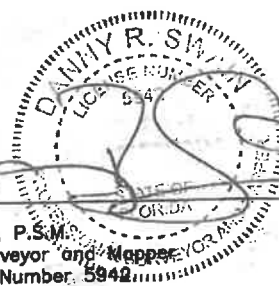
Less and except any portion of 22nd Street West lying within the above-described property as shown on the Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.

Containing 2.27 acres, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Revised: 11/25/2025




1
11/25/2025
Date

Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida License Number 5942

Drawing Path:
S:\SURVEY\2025
Jobs\20251018_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 1 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

Exhibit "A"

Surveyor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
 - a. U.S. Survey Foot definition.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the east line of the Southeast Quarter of Section 11, Township 34 South, Range 17 East, as having an assumed bearing of S 00°00'00" E.
- 3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) No title search has been performed by, or provided to, Danny R. Swain, Florida Professional Surveyor and Mapper.
- 6) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 7) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
- 8) Easements are per the recorded plat/deed, if any.
- 9) This sketch and description does not reflect, determine, or guarantee ownership.
- 10) Existing improvements are not shown, if any.
- 11) Underground utilities were not located, if any.
- 12) Overhead utilities were not located, if any.
- 13) No attempt was made to locate any underground foundations.
- 14) Septic/Drain field not located, if any.
- 15) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.
- 16) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 17) This sketch, description, and report, or copies thereof, are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
- 18) The description and sketch are not full and complete without the other.
- 19) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 20) Documents used in the preparation of this sketch and description:
 - a. Florida Department of Environmental Protection Certified Corner Records for Section 11, Township 34 South, Range 17 East.
 - b. Deeds of record as recorded in the public records of Manatee County, Florida: O.R. Book 1098, Page 1230 and Official Records Instrument Number 202341095644.
 - c. General Land Office (G.L.O.) plat and field notes for Township 34 South, Range 17 East.
 - d. Plat of Academy Heights as recorded in Plat Book 2, Page 141, in the public records of Manatee County, Florida.
 - e. Plat of Welsh's Memphis Subdivision as recorded in Plat Book 1, Page 288, in the public records of Manatee County, Florida.
 - f. Manatee County Property Appraiser Maps.
 - g. Boundary survey prepared by unknown individual, dated November 1971.
- 21) Unless accompanied by the sheet bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid.
- 22) The parcel lines for adjoining landowners and/or parent tract(s) are from the Manatee County Property Appraiser and are for illustrative purposes only.

Survey Date: N/A



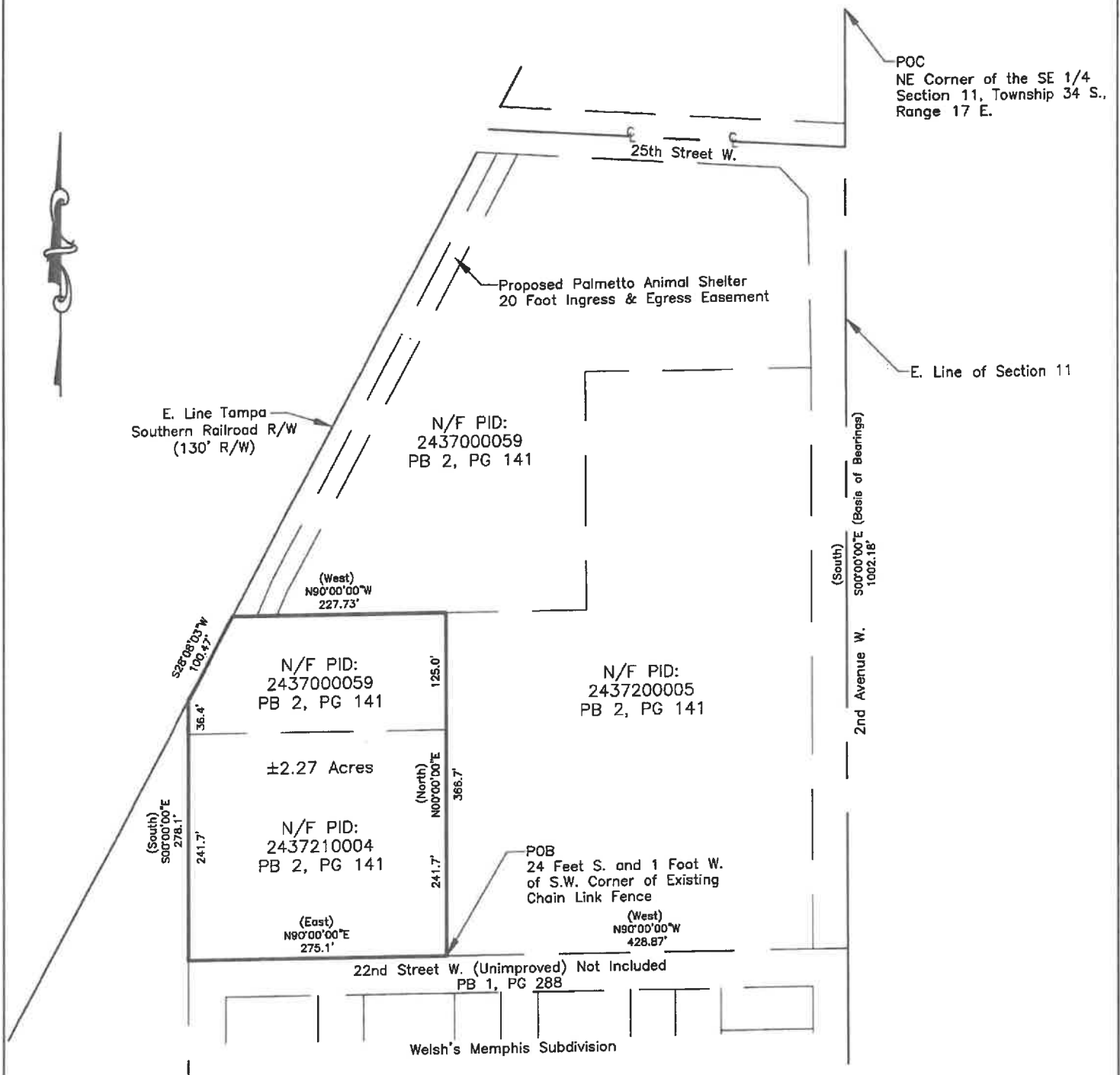
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Jobs\20251018_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 2 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

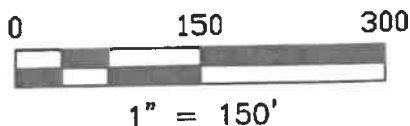
Exhibit "A"



Manatee County Property
Management Department
Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(841)748-4501



CL = Center Line
N/F = Now or Formerly
PB = Plat Book
PG = Page
PID = Parcel Identification Number
POB = Point of Beginning
POC = Point of Commencement
POT = Point of Terminus
R/W = Right-of-Way

Drawing Path:
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Jobs\20251016_Palmetto
Animal Shelter\CAD_DWG's

Sheet: 3 OF 3

Section 11, Township 34
South, Range 17 East

Drawing Date: 10/15/25

EXHIBIT B

Form of Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally Mary Jeanette Edwards who was sworn and says that the following information is true and correct:

1. I am the Director Friends of the Pelicans, Inc., a Florida not for profit corporation (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

MARY JEANETTE EDWARDS

Mary Jeanette Edwards
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 30 day of March, 2026, Mary Jeanette Edwards, who

- ☐ is personally known to me or
☒ has produced FL DL as identification.

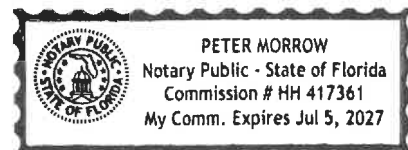
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: 7/5/27





Public Comment

Submitted On: Apr 14, 2026, 07:15AM EDT

Manatee County Government

Full Name	First Name: GLEN GADFLY Last Name: GIBELLINA
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	April 21, 2026
Topic/Agenda Item	Adoption of Resolution R-26-025, and Execution of Lease Agreement with Friends of the Pelicans, Inc., for the property located at the Palmetto Animal Shelter, 305 25th Street West, Palmetto, Florida 34221, Peter Morrow, Property Acquisition Division Manage
Comment	Formal Objection to the Lease of the Dilapidated Palmetto Animal Shelter Facility Dear Commissioners, I am writing to express my strong opposition to the County's proposal to enter into a long-term lease for the property located at 2101 47th Terrace East. This is not merely a matter of fiscal concern; it is a matter of basic safety and institutional integrity. As a resident who has been part of this community for over 40 years and a board member of the Affordable Housing Advisory Board, I find it alarming that the County would consider committing taxpayer dollars to lease a facility with such a well-documented history of structural failure. The Palmetto location is a "terrible building" by the County's own admission. We have heard Commissioner Kruse and Deputy Director Sarah Brown publicly state that parts of this structure date back to the 1940s and that the conditions there were "horrific" for the animals it once housed. If the building was deemed unfit for animals—described as a place where the County was "endlessly putting money into... the barest minimum level" just to provide basic comfort—it is absolutely unfit for any County-sanctioned use or occupancy. Key reasons this Board must reject this lease include: Structural Integrity & Liability: By your own records, the building has severe structural issues. Renting a facility that has been publicly condemned by officials for its "terrible" condition exposes the County and the taxpayers to immense liability and future repair costs that will undoubtedly exceed any perceived benefits. Fiscal Mismanagement: The signed lease agreement indicates a ten-year commitment with 3% annual rent increases. Committing to a multi-million dollar lease for a "legacy" building that the County has already spent years trying to abandon is the definition of a "black hole" investment. Inappropriate Location: The site is next to railroad tracks and has been cited by staff as a location that residents are reluctant to visit. We should not be subsidizing a failing private property in an undesirable location when those funds could be used for permanent, attainable housing solutions or infrastructure improvements. Contradictory Planning: The County has spent over \$12 million to move operations to the Bishop Campus specifically to get away from the Palmetto site. It is nonsensical to now sign a long-term lease for a facility we have spent years and millions of dollars to vacate. This lease represents exactly the kind of short-sighted, "business as usual" decision-making that our community is tired of. We need a change in how Manatee County handles its real estate assets and taxpayer funds. I urge you to listen to the previous warnings of your own commissioners and staff: this is a "terrible building" and a terrible deal. Vote "No" on this lease and focus our resources on projects that actually build value for our residents. https://www.yourobserver.com/news/2024/jun/03/palmetto-shelter-close/ Sincerely, Glen Gibellina