



In 2023, after selling our long-time Sanford based company, our family created the Big Nova Foundation to continue our philanthropic work in the community. Through the past two-years we have been supporting organizations based in Central Florida, particularly our home county and city. Our mission includes conserving Central Florida's natural spaces and building stronger communities.

We were approached by the Southern Off-Road Bicycle Association with a request to help provide funding to build a pavilion at Markham Woods Park in Seminole County. We would love to support the building of this project financially and remove any financial barrier from its successful completion. The organization intends to oversee the construction of the project upon approval from the necessary County and City officials.

It is our hope that acknowledging our intent to financially support the project, would help fast track its approval. If you have any questions or would like to discuss in further detail, please feel free to reach out.

Sincerely,

Sarah Asma

Executive Director, Big Nova Foundation

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EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

MARKHAM TRAILHEAD PAVILION

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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~~ End Exhibit X ~~

EXHIBIT C

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

BIG NOVA FOUNDATION CORP, a
Florida Not for Profit Corporation

Witness

By: _____
THOMAS MOORE, President

Print Name

Date: _____

Witness

Print Name

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EXHIBIT D

PNS1

SUBLEASE AGREEMENT

Between

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF RECREATION AND PARKS

And

SEMINOLE COUNTY

Sublease Number 2386-01

THIS SUBLEASE AGREEMENT, hereinafter referred to as "sublease," is made and entered into this 24th day of FEBRUARY, 2002, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS hereinafter referred to as "SUBLESSOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "SUBLESSEE".

WITNESSETH:

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TRUSTEES) and is currently managed by SUBLESSOR under TRUSTEES' Lease No. 2386.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the Seminole County, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **TITLE DISCLAIMER:** SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.
SUBLEASE TERM: The term of this sublease shall be coterminous with the term of a certain Lease Agreement entered into on September 15, 1969, between the TRUSTEES and SUBLESSOR, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises and use exclusively to place a trailhead facility on the subleased premises to provide recreational and educational services to the community.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated October 6, 1969, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
6. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
7. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES shall be void and without legal effect.

8. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE for purposes of determining compliance with this sublease.

9. **PLACEMENT OF IMPROVEMENTS:** All buildings, structures, improvements, and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Prior to clearing and grubbing, the Park Manager shall be notified and his/her approval shall be received. Further, no major land alteration done by SUBLESSEE without the prior written approval of SUBLESSOR.

10. **LIABILITY.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. For the purpose of liability, SUBLESSOR and SUBLESSEE are covered by the provisions of Section 768.28, Florida Statutes, as may be amended from time to time, and this Agreement shall not be deemed or construed as an indemnity or a waiver of sovereign immunity by either party.

11. **PAYMENT OF TAXES:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that result from SUBLESSEE'S use and possession of the subleased premises or to the improvements constructed thereon by SUBLESSEE, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

12. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

13. **TIME:** Time is expressly declared to be of the essence of this sublease.

14. **BINDING EFFECT AND INUREMENT:** This sublease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this sublease or any interest therein by SUBLESSEE.

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

16. **UTILITY FEES:** SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

17. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the sublease-hold interest of SUBLESSEE by reason of any such exploration and recovery operations.

19. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Department of Environmental Protection
Division of Recreation and Parks
Wekiwa Springs State Park
1800 Wekiwa Circle
Apopka, Florida 32712
Attention: Park Manager

SUBLESSEE: Seminole County
County Services Building
1101 East First Street
Sanford, Florida 32771
Attention: Library and Leisure Services Manager

20. DAMAGES TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this SUBLEASE, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376

and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSOR'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding payment of costs and fees nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

21. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least one year prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through the execution of a release of sublease instrument with the same formality as this sublease.

Upon termination or expiration of this sublease, the removable equipment and removable improvements placed on the subleased premises by SUBLESSEE that have not become a permanent part of the subleased premises and are desired not by SUBLESSOR, shall be removed by SUBLESSEE, at its sole cost and expense, within six (6) months after the termination and expiration of this sublease. Further, SUBLESSEE shall restore the subleased premises to substantially the same condition it was upon the effective date of this sublease.

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give SUBLESSEE written notice to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the

satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees.

23. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

24. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

25. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

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

27. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

28. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

29. SUBSUBLEASES: This sublease is for the purposes specified herein and any subleases of any nature are expressly prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any sublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

30. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

31. DAMAGES: The SUBLESSEE is responsible for any damage to or destruction of any property belonging to the SUBLESSOR, which results from the SUBLESSEE'S use

of the subleased premises. The SUBLESSEE shall promptly repair or replace any damage or destroyed property to the satisfaction of the SUBLESSOR. The SUBLESSOR is responsible for any damage to or destruction on any property belonging to the SUBLESSEE, which results from the SUBLESSOR'S use of the subleased premises. The SUBLESSOR shall promptly repair or replace any damage or destroyed property to the satisfaction of the SUBLESSEE.

32. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

34. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

35. VENUE PRIVILEGES: SUBLESSOR and SUBLESSEE agree that SUBLESSOR has venue privilege as to any litigation arising from matters relating to this sublease. Any such litigation between SUBLESSOR and SUBLESSEE shall be initiated and maintained only in Leon County, Florida.

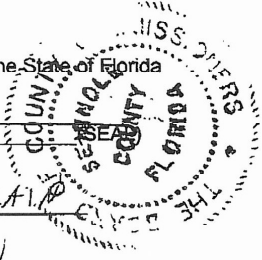
36. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

1. SUBLESSEE shall allow members of the public who use the adjoining state park property to also use the SUBLESSEE'S access facilities.
2. SUBLESSEE acknowledges SUBLESSOR'S need to conduct resource management activities, which include but are not limited to prescribed fire, exotic plant and animal removal, and shall take no action to interfere with these activities.
3. SUBLESSEE agrees to provide adjoining state park personnel unlimited access to the subleased premises for managing the park, including but not limited to, accessing water for filling fire equipment for prescribed burns or wildfires.
4. SUBLESSEE shall provide public access to the subleased premises during SUBLESSEE'S trailhead operating hours. SUBLESSEE agrees to lock restroom facilities after normal operating hours, and ensure that the trailhead facility is routinely patrolled by law enforcement personnel during and after normal operating hours.
5. SUBLESSEE shall coordinate with and obtain approval of the Park Manager before undertaking any construction, maintenance, or repair activity in the subleased premises.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement on the day and year aforementioned.

SEMINOLE COUNTY
a political subdivision of the State of Florida



Francine A. Newborg
Witness

By: DNY

Francine A. Newborg
Print/Type Witness Name

DARYL G. McLAIR
Print/Type Name

Dianne Eswine
Witness

Title: CHAIRMAN

DIANNE ESWINE
Print/Type Witness Name

"SUBLESSEE"

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of January, 2002, by Daryl G. Mc Lair as Chairman, Seminole County, a political subdivision of the State of Florida. He/she is personally known to me.

Diana Harper Merkt
Notary Public, State of Florida

DIANA HARPER MERKT
Print/Type Notary Name

Commission Number: DD026200

Commission Expires: 6/18/05

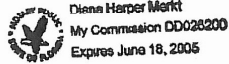
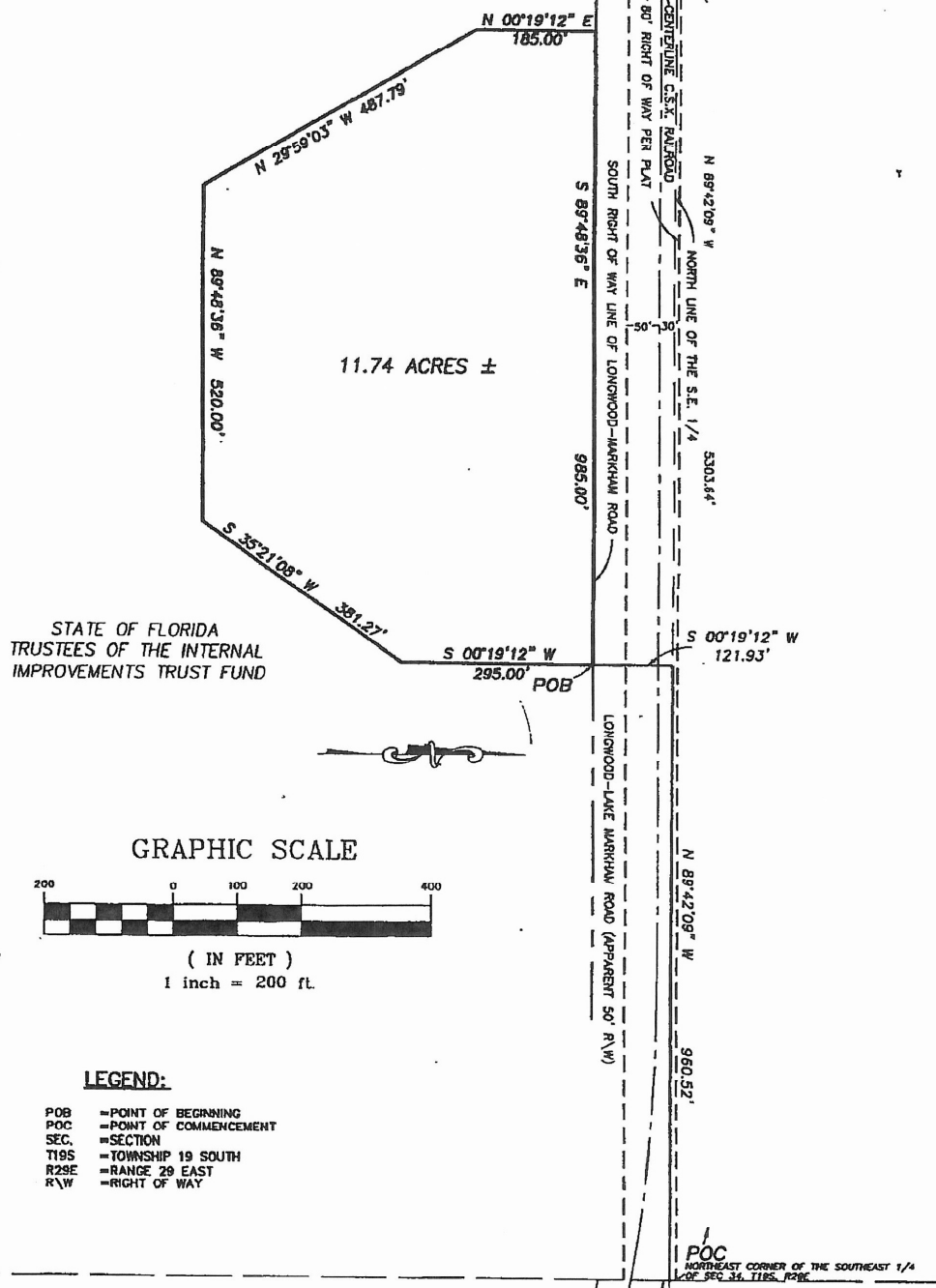
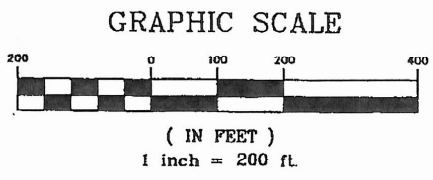


Exhibit "A"

LEGAL DESCRIPTION



STATE OF FLORIDA
TRUSTEES OF THE INTERNAL
IMPROVEMENTS TRUST FUND



LEGEND:

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SEC. = SECTION
- T19S = TOWNSHIP 19 SOUTH
- R29E = RANGE 29 EAST
- R/W = RIGHT OF WAY

From OR 2606 Pg 1884 (DMD# 11680)
THIS IS NOT A SURVEY

PREPARED FOR: SEMINOLE COUNTY
SEMINOLE-WEKIVA TRAIL PHASES II AND III
PROPOSED PARK PARCEL ALONG LONGWOOD-MARKHAM ROAD
SECTION 34 T 19 S, R 29 E

REV	DATE

Page 2 of 2 pages
Sublease No. 2386-01
Wekiiva Springs State Park

HLA/REPS
HARDING LAWSON ASSOCIATES/
REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC.
6500 ALL AMERICAN BLVD. 407/522-7570
ORLANDO, FLORIDA 32810-4334 FAX: 407/522-7576
CERTIFICATE OF AUTHORIZATION LB 4741

JOB NO. 43282
DRAWN BY: M.R.
CHECKED BY: R.M.J.
DATE: 7/08/99
SCALE: 1"=200'
SHEET 2 OF 2