

Drawn by Marvin A. Bethune, Esq.
Mail to ROD Box 24

TERMINATION OF
LEASE, DEVELOPMENT AND OPERATING AGREEMENT
WITH CAROLINA RAPTOR CENTER, INC FOR THE NEW
LATTA NATURE CENTER
AND GRANT OF USE RIGHTS

THIS TERMINATION AND GRANT OF USE RIGHTS (“**this Agreement**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by and between **MECKLENBURG COUNTY** (the “**COUNTY**”), a political subdivision of the State of North Carolina, and **CAROLINA RAPTOR CENTER, INC.** a North Carolina nonprofit corporation (the “**CRC**”). (**COUNTY** and **CRC** are sometimes referred to individually as a “**Party**” and collectively as “**Parties**”).

Preliminary Statement

- A. The CRC has since 1982 operated a nonprofit raptor rehabilitation, environmental center, education, and outreach program (the “Raptor Center”) at the Latta Nature Preserve (“LNP”) designed to enrich the community. Since 1986 CRC has leased approximately 57 acres of COUNTY property in the LNP on which it has constructed, as part of the Raptor Center, a small visitors’ and education center which had by 2017 become too small for its intended purposes (the Lease and Operating Agreement dated July 1, 1986, as amended on August 20, 1990 with respect to CRC facilities in LNP - the “Original Lease”)
- B. By 2017 the COUNTY was operating a small nature and visitors’ center at LNP which had become too small for its intended purposes as the number of visitors to the LNP had increased over the years since it was constructed.
- C. The COUNTY and CRC entered into that certain Lease, Development and Operating Agreement for a New Latta Nature Center dated as of December 20, 2016 (“Quest Agreement”) recorded in the Mecklenburg County Public Registry in Book 32376 at Page 9, to create a mechanism for the joint development of a new COUNTY Latta Nature Center (“Quest”) which was to be mostly funded by the COUNTY but partly funded by the CRC and partly occupied by the CRC on a continuous basis.
- D. Quest was constructed as contemplated, and the CRC paid its part of the construction cost as required by the Quest Agreement but never occupied its designated part of Quest and never developed its anticipated bird-centered zoo on the approximately 20 acres of County land leased to CRC under the Quest Agreement, separate from the land leased to the CRC under the Original Lease.
- E. As a result of circumstances beyond its control and a change in management, the CRC had determined by 2025 that it was not in the CRC’s best interest to occupy the space set aside

for it in Quest or construct its bird-centered zoo (Raptor Trail) on the approximately 20 acres leased to it under the Quest Agreement.

- F. In the summer and fall of 2025 the CRC and County Park and Recreation Management negotiated a potential new agreement for the CRC to terminate the Quest Agreement but retain some use rights in Quest.
- G. County Park and Recreation Management has determined that it is in the COUNTY's best interest for CRC to terminate the Quest Agreement as the COUNTY has additional space needs of its own at Quest that can be satisfied by use of the space in Quest designated in the Quest Agreement for use by CRC and that the improvements made by CRC to the approximately 20 acres leased to CRC in the Quest Agreement would financially benefit the County's potential uses of said land.

ARTICLE I

TERMINATION AND CRC USE RIGHTS

1. Termination of Quest Agreement. The Quest Agreement is terminated effective upon the execution of this Termination and Use Agreement in the Mecklenburg Public Registry.
 - A) This Termination and Use Agreement does not terminate or affect in any way the Original Lease which is to remain in full force and effect until changed by the Parties as this Termination and Use Agreement is only with respect to the Quest Agreement.
 - B) The COUNTY acknowledges that CRC has fully met its Capital Contributions for the construction of Quest as set forth in the Quest Agreement.
 - C) The COUNTY agrees that any other payments by CRC to COUNTY required by the Quest Agreement are waived in exchange for CRC's voluntary termination of the Quest Agreement.
 - D) CRC acknowledges that the COUNTY is the sole owner, operator and manager of Quest.
2. CRC's Use of Joint-Use Space in Quest. CRC shall have the right, **without fee**, and on a first-come, first-served basis, following the COUNTY established reservation system, as it might be changed from time to time, to use the joint use spaces in Quest, including large classrooms that support community programs and conference rooms supporting staff engagement, for up to thirty (30) hours per month. This access ensures that CRC will remain able to host occasional offsite programs, meetings and events in a professional, well-equipped environment, while remaining respectful of COUNTY operations and scheduling needs.
3. Marketing Kiosk. To maintain visibility to the CRC facilities at the LNP for visitors to Quest, CRC will be allowed to develop at its expense, a small, branded floor marketing kiosk to be installed by the COUNTY using existing infrastructure at a mutually

determined prominent location near the entrance to Quest. The kiosk can be any size up to 3 feet by 3 feet as determined by CRC. The kiosk is for the purpose of sharing information about the CRC's programs, facilities and upcoming events, including a QR code that directs visitors to digital resources. CRC shall be responsible for updating content on a period basis, as it is necessary to meet its needs. The COUNTY and CRC need to agree that the kiosk, as developed by CRC, will be appropriate for the space at the entrance selected by the COUNTY.

4. Signage at LNP. The COUNTY currently provides signage at the LNP that directs visitors to the CRC facility. Should the COUNTY decide to change its signage, it agrees to consult and coordinate with CRC on the best ways to provide effective wayfinding signage for CRC.
5. Noncompetitive Uses of the 20 Acres. To protect the integrity of CRC's visitor experience at its existing facilities, the COUNTY agrees, in exchange for CRC agreement to terminate the Quest Agreement, that the COUNTY will not use the 20 acres designated in the Quest Agreement for the exclusive use of CRC for outdoor avian or animal-themed attractions and exhibits that would directly compete with CRC's current mission or current operations at the LNP.
6. Collaboration on Master Plan for 6000 Sample Road. CRC has initiated a multi-phase master planning process for its current campus at 6000 Sample Road, beginning with immediate priorities tied to deferred maintenance. In the near term this includes critical repairs to aging bird enclosures and construction of new visitor amenities such as a raptor-themed playground. Over the next five years CRC anticipates launching a comprehensive capital campaign to raise funds for a new Raptor hospital, an Education Center, renovations to its Visitor Center, an expanded parking lot, and expanded public trails. To help align these anticipated expenditures with regional priorities, at CRC's request, the County Park and Recreation Department agrees to serve as an advisor and collaborator in the CRC master planning process. This planning partnership would ensure coordinated program solving, technical input, and a shared commitment to elevating the CRC site as a premier destination for environmental education and wildlife conservation.

ARTICLE II

DAMAGE AND DESTRUCTION

- 2.1 Should the Quest Improvements or any portion thereof or the FF&E owned by COUNTY be damaged or destroyed by fire or other casualty insurable under any "all-risk" or similar policy of property insurance with extended coverage carried by the COUNTY, COUNTY shall diligently repair or restore the same to substantially the same condition existing immediately prior to the casualty. If the Improvements or FF&E are damaged or destroyed by a casualty that is not insurable under such a policy, COUNTY shall not be required to repair or restore the same, and upon COUNTY's election not to repair or restore the damaged Improvements and FF&E, CRC may terminate this Agreement and remove its property from Quest. So long

as COUNTY diligently restores and repairs Quest to the extent required by this Section 2.1, COUNTY shall not be liable to CRC for any loss of use, interruption, inconvenience or annoyance. Upon completion of the repairs and restoration of Quest by COUNTY, CRC shall repair, restore and replace any of its own property in Quest that was damaged, destroyed, or removed.

ARTICLE III

WARRANTIES

3.1 Warranties and Covenants by COUNTY. COUNTY represents, warrants, and covenants to CRC that COUNTY's execution of and performance under this Termination Agreement has been duly authorized in accordance with Applicable Law and the organizational documents of the COUNTY.

3.2 Warranty by CRC. CRC represents and warrants to the COUNTY that CRC's execution of and performance under this Termination Agreement has been duly authorized in accordance with Applicable Law and the organizational documents of CRC.

ARTICLE IV

INSURANCE

4.1 Property Insurance. CRC shall purchase and maintain in force during the Term of this Lease Termination and Use Agreement, a policy or policies of "special risk" or "all risk" property insurance on its personal property, including any CRC FF&E in Quest for not less than the full replacement value thereof (subject to commercially reasonable deductibles). All policies of insurance required to be maintained by a Party under this Article shall contain a provision requiring that the insurance carrier give notice to the other Party before canceling, refusing to renew, or materially modifying the policy or policies.

4.2 CRC Insurance. CRC shall, at its own expense, purchase and keep in force during the Term of this Lease Termination and Use Agreement insurance as outlined in **Exhibit A**. From time to time, the COUNTY may increase the insurance requirements for CRC consistent with its requirements for users of other COUNTY owned property, and CRC shall undertake commercially reasonable efforts to comply with such requirements. The failure of CRC to obtain increased insurance coverage despite reasonable efforts to do so shall not be construed a default under this Agreement. Provided, however, CRC agrees to obtain as much of the increased insurance requirements that it can using its commercially reasonable efforts. Should the County disagree with CRC's contentions that it is not commercially reasonable for CRC to increase its insurance consistent with the COUNTY's requirements for users of other COUNTY owned property, that dispute would be settled using the dispute resolution procedures contained in this Agreement.

4.3 Waiver and Waiver of Recovery and Subrogation. Anything in this Lease Termination and Use Agreement to the contrary notwithstanding, each of the Parties hereby waives any and all rights of recovery, claim, action, or cause of action, against the other Party, its agents, officers, or employees, for any loss or damage that may occur to the Improvements or any part thereof, or any personal property of such Party therein, by reason of fire or any other cause(s) insurable under the policies of insurance required to be maintained under this Article regardless of cause or origin, including negligence of the other Party, its agents, officers, or employees. All insurance policies carried pursuant to this Article, if permitted under Applicable Law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against COUNTY and CRC.

ARTICLE V

INDEMNITIES

5.1 Indemnity by CRC. Except as otherwise provided in this Lease Termination and Use Agreement, CRC shall defend, indemnify and hold harmless COUNTY and its officers, trustees, elected officials, employees, contractors, contracted service providers and agents from and against all claims, losses, costs, damages and expenses, including reasonable attorneys' fees and litigation costs, (a) arising out of use of Quest by or through CRC and resulting from the negligence or willful misconduct of CRC, its officers, directors, employees, agents, or contractors, or (b) arising out of any default by CRC, under this Agreement. COUNTY shall cooperate with CRC in the defense of any such claim. CRC shall, at its own expense, defend all actions brought against COUNTY or its officers, trustees, elected officials, employees, contractors, contracted service providers, for which CRC is responsible for indemnification hereunder, and if CRC fails to do so, COUNTY (at its option, but without being obligated to do so) may, at the expense of CRC and upon notice to CRC, defend such actions, and CRC shall pay and discharge any and all judgments that arise therefrom.

5.2 Indemnity by COUNTY. Except as otherwise provided in this Lease Termination and Use Agreement, to the extent permitted by law, COUNTY shall defend, indemnify and hold harmless CRC, its officers, directors, employees, contractors, contracted service providers, and agents from and against all claims, losses, costs, damages and expenses, including reasonable attorneys' fees and litigation costs, (a) occurring in Quest prior to the Commencement Date (unless caused by the negligence or willful misconduct of CRC or its employees or agents); (b) occurring at Quest after the Commencement Date during the Term and resulting from the negligence or willful misconduct of COUNTY, its officers, trustees, employees, agents, contractors, or contracted service providers, or (c) arising out of any default by COUNTY under this Agreement, including its obligations for maintenance and services. CRC shall cooperate with COUNTY in the defense of any such claim. COUNTY shall, at its own expense, defend all actions brought against CRC or its officers, trustees, elected officials, employees, contractors, contracted service providers, for which COUNTY is responsible for indemnification hereunder, and if COUNTY fails to do so, CRC (at its option, but without being obligated to do so) may, at the expense of COUNTY and upon notice to COUNTY,

defend such actions, and COUNTY shall pay and discharge any and all judgments that arise therefrom.

ARTICLE VI

ASSIGNMENT

6.1 Neither Party shall assign its interest under this Agreement.

ARTICLE VII

DEFAULT AND REMEDIES

7.1 **Events of Default.** The following events shall be deemed to be Events of Default by a Party under this Agreement: (i) a Party fails to comply with any material provision of this Agreement and such failure continues for more than thirty (30) days after the defaulting Party is given written notice of such failure by the non-defaulting Party, or within such longer period of time as may be reasonably required to cure the default if the failure cannot reasonably be cured within such thirty (30)-day period and the defaulting Party commences and diligently prosecutes to completion the necessary curative action; (ii) a Party files a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against a Party under any such statute; or (iii) a receiver or trustee is appointed for all or a substantial part of the assets of a Party.

7.2 **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have and may exercise any one or more of the remedies available at law or in equity, including termination of this Agreement (if the Event of Default is substantial).

ARTICLE VIII

NOTICES

8.1 **Method of Delivery.** All notices, requests, demands and other communications (each, a “**Notice**”) required to be provided to the other Party pursuant to this Agreement shall be in writing and shall be delivered (i) in person, (ii) by certified U.S. mail, with postage prepaid and return receipt requested, (iii) by overnight courier service, or (iv) by facsimile transmittal, with a verification copy sent on the same day by any of the methods set forth in clauses (i), (ii) and (iii), to the other Party to this Agreement at the following address or facsimile number or to such other address or facsimile number as Seller or Purchaser may designate from time to time pursuant to this Article:

If to COUNTY:

Mecklenburg County Park and Recreation
5841 Brookshire Blvd.
Charlotte, NC 28216
Attention: Director of Park and Recreation

If to CRC:

Carolina Raptor Center
P.O. Box 16443
Charlotte, North Carolina 28297
Attention: Executive Director

8.2 Receipt of Notices. All Notices sent by a Party under this Agreement shall be deemed to have been received by the Party to whom such Notice is sent upon (a) delivery to the address or facsimile number of the recipient Party or (b) the attempted delivery of the Notice if (i) the recipient Party refuses delivery of the Notice, or (ii) the recipient Party is no longer at such address or facsimile number, and the recipient Party failed to provide the sending Party with its current address or facsimile number pursuant to this Agreement.

8.3 Change of Address. Each Party have the right to change its address and/or facsimile number for the purposes of this Article by providing a Notice of such change in address and/or facsimile as required under this Article.

ARTICLE IX

TRADE MARKS, SERVICE MARKS AND TRADE NAMES

9.1 Ownership The COUNTY shall solely own and control all available proprietary rights in and to the names and marks “Quest” and variations thereof, as the same is used to identify Quest and activities in or with respect to Quest in furtherance of the purposes referred to in the Preliminary Statement in the 2017 Agreement.

9.2 Protection and Licenses. COUNTY shall make reasonable efforts to protect the available proprietary rights in and to such names and marks, including commercially reasonable efforts to prevent the unauthorized use of such names and marks.

9.3 License to CRC. COUNTY hereby grants CRC an irrevocable, royalty-free, license to use such names and marks during the Term of this Agreement in connection with its programs and operations in or from Quest in furtherance of the purposes referred to in the Preliminary Statement of this Agreement, including the right to use the same (a) in advertising and promoting events at Quest, (b) specifying the location programs of CRC at Quest and (c) making such other use of the names and marks as may be approved by the Quest management team.

9.3.1 Use for Fund Raising Events and Campaigns. Quest, both in name and logo usage, is the identifier for the COUNTY’s facility. When either Party (or both Parties together in collaboration with the

partnership) engages in fundraising activities, each party will make a concerted effort to ensure all communication and imaging related to the campaign and events clearly identifies the entity that is conducting and benefiting from the related activities.

ARTICLE X

DISPUTE RESOLUTION PROCEDURE

10.1 Disputes not resolved by persons identified in other sections of this Agreement shall be referred to the CRC Executive Director and the County Manager, or designee, for resolution. The Parties agree that any disputes which cannot be resolved by the CRC Executive Director and County Manager will first be attempted to be resolved by mediation, and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the Parties arising out of or in connection with this Agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules of the American Arbitration Association, or other arbitration rules agreed to by the Parties (the "Rules"). The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The Parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

ARTICLE XI

MISCELLANEOUS

11.1 Successors. This Agreement shall bind and inure to the benefit of each Party and its successors and permitted assigns.

11.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

11.3 No Waiver. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not constitute a waiver of any rights under this Agreement. No waiver by either Party of any breach of any provisions of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision. If any action of any Party requires the consent or approval of the other Party, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11.4 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

11.5 Time. Time is of the essence of every provision of this Agreement.

11.6 Severability. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the full extent permitted by Applicable Law.

11.7 Amendment. This Agreement may not be modified except by a written instrument executed by the Parties.

11.8 Force Majeure. Whenever a period of time is prescribed for the taking of any action by a Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to any condition, matter or circumstance beyond the reasonable control of the Party, including, without limitation, the following: strikes; defaults or failures to perform by contractors or subcontractors; unavailability of materials; lockouts; acts of God; governmental restrictions, war or enemy action or invasion; civil commotion; insurrection; riot; mob violence; malicious mischief or sabotage; fire or any other casualty; adverse weather conditions or unusual inclement weather; a condemnation; or failure of a governmental instrumentality to act in a timely fashion.

11.9 No Partnership. Notwithstanding their commitment to collaboration, the COUNTY and CRC shall not be deemed partners or joint venturers.

11.10 Reasonableness. Whenever in this Agreement the approval or consent of a Party is required, such approval shall not be unreasonably denied, withheld or delayed. This Agreement imposes an obligation of good faith and fair dealing in its performance and enforcement.

11.11 Exhibit. The Exhibit that is attached to this Agreement is incorporated by reference into this Agreement:

Exhibit A – CRC Insurance Requirements

[Signatures are on following pages]

IN WITNESS WHEREOF, the Parties have executed this Lease Termination and Use Agreement to become effective as of the Effective Date, which shall be the date on which this Agreement was fully executed by the Parties.

MECKLENBURG COUNTY

Name Michael Bryant
Title: County Manager

Approved as to Form

County Attorney

Approved as to Insurance

Division of Insurance and Risk Management

Pre-audit not required

Director of Finance

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

This ____ day of _____, 202____, personally came before me Michael Bryant, who, being first duly sworn, says that he is the Mecklenburg County Manager, and that said writing was signed by him on behalf of Mecklenburg County by its authority duly given. And the said Michael Bryant acknowledged the said writing to be the act and deed of Mecklenburg County.

Witness my hand and official stamp or seal this _____ day of _____, 202_.

[Stamp/Seal]

Notary Public - _____
My Commission Expires: _____

CAROLINA RAPTOR CENTER, INC.

Name:
Title: Executive Director

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

This ____ day of _____, 202____, personally came before me _____, who, being first duly sworn, says that she is the Executive Director of the Carolina Raptor Center, Inc., and that said writing was signed by her on behalf of the Carolina Raptor Center, Inc., by its authority duly given. And the said _____ acknowledged the said writing to be the act and deed of the Carolina Raptor Center, Inc.

Witness my hand and official stamp or seal this _____ day of _____, 202_.

[Stamp/Seal]

Notary Public - _____
My Commission Expires: _____

EXHIBIT A

CRC INSURANCE REQUIREMENTS

Throughout the term of this Lease Termination and Use Agreement, CRC will comply with the insurance requirements described in this Exhibit. In the event that the CRC fails to maintain required insurance, COUNTY shall be entitled to terminate or suspend the CRC's use rights under this Lease Termination and Use Agreement immediately. CRC agrees to purchase at its own expense and maintain the following insurance coverage during the life of the Agreement:

A) Automobile Liability

Evidence of current automobile insurance which shows the vehicle and coverage amounts as appropriate for one of the following:

- If CRC owns or leases commercial vehicles to provide goods or perform a service under this Agreement, automobile liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- If CRC does not own or lease any vehicles, but has employees using their vehicles to provide goods or perform a service under this Agreement, CRC must provide hired/non-owned automobile liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- If CRC does not own or lease any commercial vehicles to provide goods or provide services under this Agreement, and has no employees using their vehicles to provide goods or services under this Agreement, but uses personal vehicles to provide services under this Agreement, personal automobile liability may be provided at limits of not less than \$30,000 each person, \$60,000 each accident and property damage liability of \$25,000.

B) Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) Workers' Compensation

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit

"Mecklenburg County" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under

this Agreement. Certificate Holder shall be shown as: Mecklenburg County, 600 East Fourth St., Charlotte, NC 28202.

(D) **Casualty Insurance**

A policy or policies of “special risk” or “all risk” property insurance on any CRC personal property used or placed in Quest for not less than the full replacement value thereof (subject to commercially reasonable deductibles).

CRC shall not commence any activity in connection with the resulting Agreement until it has obtained all of the types of insurance set forth in this Exhibit and furnished the COUNTY with proof of insurance coverage by certificates of insurance. CRC shall be responsible for notifying COUNTY of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to COUNTY must be completed in writing within 48 hours of the changes.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina.

COUNTY shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the CRC.

CONTRACTOR’S insurance shall be primary of any self-funding and/or insurance otherwise carried by COUNTY for all loss or damages arising from CRS’s use under this Agreement. CRC and any of its contractors shall and does waive all rights of subrogation against COUNTY and each of the Indemnitees.