

This Sublease was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 39063

OAS1
[1.33 acres +/-]

STATE OF FLORIDA AGENCY FOR PERSONS WITH DISABILITIES

SUBLEASE AGREEMENT

Sublease Number 4485-001

THIS SUBLEASE AGREEMENT, is made and entered into this 29th day of June 2019, between the STATE OF FLORIDA AGENCY FOR PERSONS WITH DISABILITIES, hereinafter referred to as "SUBLESSOR" and ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to "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 Number 4485.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Alachua, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of five (5) years commencing on _____ and ending on _____, with two (2) options to extend the sublease for an additional five (5) years. The SUBLESSEE'S request to exercise each option must be in writing and received by the SUBLESSOR, no later than one hundred eighty (180) days prior to the expiration date of the sublease agreement. The term extension must be acknowledged in writing by SUBLESSOR and consented to by the TRUSTEES.

4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of a fire and rescue substation and administrative offices, along with other related uses necessary for the accomplishment of these purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. 4485 between the TRUSTEES and SUBLESSOR dated January 14, 2005, as amended from time to time, 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 full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
7. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this sublease which established the primary public purpose for which the subleased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by

the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this sublease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the sublease.

8. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION**: 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 thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF EQUIPMENT**: 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. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS**: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do

business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, TRUSTEES, or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR, and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

13. **PAYMENT OF TAXES AND ASSESSMENTS:** SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, 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.

14. **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.

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

16. **NON-DISCRIMINATION**: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to 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.

17. **UTILITY FEES**: 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.

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 subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. **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.

21. **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: State of Florida Agency for Persons with Disabilities
4030 Esplanade Way
Tallahassee, Florida 32399

SUBLESSEE: Alachua County
911 SE 5th Street
Gainesville, Florida 32609

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

22. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE 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 either 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 or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. **DAMAGE 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. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon 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.

24. **ENVIRONMENTAL AUDIT:** At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **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, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months 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 execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease

shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

33. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. **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, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain 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.
35. **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.
36. **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 State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.
37. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.
38. **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.

[Remainder of page intentionally left blank;

Signature page follows]

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

STATE OF FLORIDA AGENCY FOR
PERSONS WITH DISABILITIES (SEAL)

Original Signature

BY: _____
Colby Hough, General Service Analyst

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

“SUBLESSOR”

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Colby Hough, as General Service Analyst, for and on behalf of State of Florida Agency for Persons with Disabilities. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

ALACHUA COUNTY, FLORIDA, a political subdivision
of the State of Florida
By its Board of County Commissioners (SEAL)

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY:



Charles Chestnut, IV, Chair

APPROVED AS TO FORM



ALACHUA COUNTY, FLORIDA

"SUBLESSEE"

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Charles Chestnut, IV, as Chair of the Board of County Commissioners, on behalf of Alachua County, Florida, a political subdivision of
the State of Florida. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

Consented to by the TRUSTEES on the _____ day of _____, 20__.

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection,
as agent for and on behalf of the Board of Trustees
of the Internal Improvement Trust Fund of the State
of Florida

APPROVED SUBJECT TO PROPER EXECUTION

By:  04/02/2019
DEP Attorney

Exhibit "A"

A parcel of land situated in Section 34, Township 9 South, Range 20, East, Alachua County, Florida, said parcel being more particularly described as follows:

Commence at a nail & disk (Alachua Co.) marking the North $\frac{1}{4}$ corner of said Section 34; thence North $89^{\circ}22'10''$ East, along the North line thereof, a distance of 397.30 feet to an intersection with the East right of way line of the Seaboard Coastline Railroad (now Rails to Trails) as per Florida Department of Transportation Right of Way Section Map #26050-2505 and the Point of Beginning; thence continue North $89^{\circ}22'10''$ East, along said North line, a distance of 221.74 feet; thence South $20^{\circ}12'13''$ East, a distance of 133.43 feet; thence South $75^{\circ}08'17''$ West, a distance of 89.93 feet; thence South $28^{\circ}59'26''$ West, a distance of 135.77 feet; thence North $60^{\circ}08'10''$ West, a distance of 231.57 feet to an intersection with said right of way line; thence North $29^{\circ}51'50''$ East, along said right of way line, a distance of 172.16 feet to the Point of Beginning.

BSM
BY SK
Date: 1.28.2019

EXHIBIT "B"

SAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4485

This lease is made and entered into this 14th day of JANUARY 20 05, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA AGENCY FOR PERSONS WITH DISABILITIES, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes; and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies that may properly use and possess them for the benefit of the people of the State of Florida.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Alachua, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises."

3. TERM: The term of this lease shall be for a period of fifty years, commencing on JANUARY 14, 2005, and ending on JANUARY 13, 2055 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the establishment and operation of an intermediate care facility for developmentally disabled individuals, along with other related uses necessary for the accomplishment of this purpose.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.
8. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, Department of

Environmental Protection, Mail Station 130, 3900 Commonwealth
Boulevard, Tallahassee, Florida 32399-3000.

9. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of LESSEE and its officers, employees, and agents.

10. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease 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 Division of Historical Resources of the Department of State.

11. EASEMENTS AND SUBLEASES: This lease is for the purposes specified herein and all easements of any nature including, but not limited to, utility easements are expressly prohibited and all subleases of any nature are expressly prohibited without the prior written approval of LESSOR. Any easements or subleases not approved in writing by LESSOR shall be void and without legal effect.

12. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

13. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall surrender the leased premises, to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises do not meet all conditions as set forth in paragraphs 16 and 19 herein, LESSEE shall, at its expense, pay all cost necessary to meet the prescribed conditions.

14. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida

Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

15. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

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

17. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

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

19. MAINTENANCE IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition working order and

repair including, but not limited to, maintaining the planned improvements, meeting all building and safety codes in the location situated, keeping the leased premises free of trash or litter 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 lease.

20. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

21. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate and recover from LESSEE all damages LESSOR may incur by reason of the breach including, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

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

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

against the leased premises or against any interest of LESSOR therein.

24. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased 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.

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

assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

26. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, 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 leased premises.

27. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated.

This lease may be terminated by LESSOR should LESSEE fail to allow

public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

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

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

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

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

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

33. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

Sylvia Roberts
Witness
Sylvia Roberts
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT MANAGER,
BUREAU OF PUBLIC LAND ADMINISTRATION,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th
day of January, 20 05 by Gloria C. Nelson, as Operations
and Management Consultant Manager, Bureau of Public Land
Administration, Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida. She is
personally known to me.

Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Approved as to Form and Legality

By:

Frank H. Hester
DEP Attorney

Shelly Brantley
Witness
Jolie La Tourette

Print/Type Witness Name

Darlene Golden

Witness

DARLENE GOLDEN

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5th
day of January 2005, by Shelly Brantley,
as Director, of the State of
Florida Agency for Persons with Disabilities. He/She is personally
known to me or produced _____ as identification.

STATE OF FLORIDA AGENCY FOR PERSONS
WITH DISABILITIES

BY: Shelly Brantley (SEAL)

Shelly Brantley
Print/Type Name

Title: Director

"LESSEE"

Nancy Jean Brett 1-5-05
Notary Public, State of Florida

Nancy Jean Brett
Print/Type Notary Name

Commission Number:

Commission Expires:



Nancy Jean Brett
MY COMMISSION # DD253174 EXPIRES
October 31, 2007
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

TACACHALE SITE

A part of Sections 26,27,34 and 35, Township 9 South, Range 20 East in Alachua County described as follows: Begin at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 34 and run South along the East boundary of said Section 34 for a distance of 594 feet; thence run West for a distance of 4138 feet to the easterly right of way line of the former Seaboard Coastline Railroad; thence northeasterly along said right of way line for a distance of 7690 feet, more or less, to the southerly line, or its northwesterly prolongation, of the parcel described in lease No. 2624 between the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the Florida Department of Transportation, said parcel is described as follows:

Part of Section 26 and 27, Township 9 South, Range 20 East, Alachua Florida described as follows:

Commence at the Northwest corner of Section 26, Township 9 South, Range 20 East and run South $1^{\circ} 16' 59''$ East for a distance of 1225.74 feet; thence South $60^{\circ} 27' 59''$ East for a distance of 102.70 feet; thence South $29^{\circ} 33' 01''$ West for a distance of 50 feet to the South right of way line of State Road Number 222 (formerly S-232) to the Point of Beginning of this description: thence run South $60^{\circ} 27' 59''$ East along said right of way line for a distance of 800 feet to the West right of way of a 60 foot wide graded road, thence Southwesterly along said West right of way line for approximately 600 feet; thence North $60^{\circ} 27' 59''$ West for approximately 800 feet to the Easterly right of way of the former Seaboard Coast Railroad; thence North $29^{\circ} 33' 01''$ for a distance of 600 feet to the Point of Beginning;

thence southeasterly along said southerly line, or its southeasterly prolongation, for a distance of 900 feet, more or less, to the centerline of an existing road along the westerly side of a parcel of land leased to the Department of Corrections; thence southwesterly along said centerline, approximately parallel with State Road 24, for a distance of 2300 feet, more or less, to its intersection with a road to the east; thence southeasterly along the centerline of said road for a distance of 700 feet, more or less, to a bend in said centerline; thence East along said centerline for a distance of 1400 feet, more or less, to the centerline of an existing power line; thence south along the existing power line for a distance of 3250 feet, more or less, to the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35; thence West along the North boundary of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for a distance of 1320 feet, more or less, to the Point of Beginning.

Said described land contains approximately 433 acres, more or less.



Subject Parcel

0 50 100 200
Feet



Sublease 4485-001

Alachua County, Florida