

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# 39933

SAS2
[0.15 acres +/-]

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS**

SUBLEASE AGREEMENT

Sublease Number 3540-001

THIS SUBLEASE AGREEMENT, is made and entered into this ___ day of _____ 20___, between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF RECREATION AND PARKS**, hereinafter referred to as "SUBLESSOR" and **THE UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES**, 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 Number 3540.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the County of Taylor, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **TERM:** The term of this sublease shall begin on the date of execution and end on March 22, 2039, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(9), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 6 of this sublease.

5. **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.

6. **MANAGEMENT PLAN**: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises, in accordance with Section 253.034, Florida Statutes and subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. 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 the TRUSTEES and SUBLESSOR until the Management Plan is approved. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the prior written approval of the TRUSTEES and SUBLESSOR. The Management 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 Management Plan.

7. **CONFORMITY**: This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated March 23, 1989, 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.

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**: The TRUSTEES and SUBLESSOR or their duly authorized agents 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 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. Further, no trees, other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises realty will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements added by the SUBLESSEE on the subleased premises. In the event the SUBLESSEE adds buildings or improvements to the subleased premises, SUBLESSEE shall provide SUBLESSOR with a certificate of insurance evidencing fire and extended risk coverage. Immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and 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.

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 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 an indemnity or 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.

13. **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 Section 253.034, Florida Statutes, shall be reviewed by the State of Florida Department of State, 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.

14. **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.

15. **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.

16. **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, written notification shall be made to SUBLESSOR and 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, at least six months prior to the release of all or any part 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 the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed 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 to the subleased premises shall become the property of SUBLESSOR and the TRUSTEES, 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 buildings on the subleased premises shall be turned over to SUBLESSOR. If the improvements or subleased premises do not meet all conditions as set forth in paragraphs 20 and 21 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. **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 lease, and if necessary a Phase II environmental site assessment.

18. **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 SUBLESSEE and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

19. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased 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.

20. **UTILITY FEES:** SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, telephone, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

21. **MAINTENANCE:** 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 safety codes in the location situated, maintaining all planned improvements as set forth in the approved Management Plan 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; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection and enhancement of the natural and historical resources within the subleased premises and with the approved Management Plan.

22. **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.

23. **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.

24. **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 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 SUBLESSOR.

25. **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.

26. **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.

27. **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 Department of Environmental Protection
Division of Recreation and Parks
Office of Park Planning
3800 Commonwealth Boulevard, M.S. 525
Tallahassee, Florida 32399-3000

SUBLESSEE: The University of Central Florida Board of Trustees
Office of the President, MH 308
Post Office Box 160002
Orlando, Florida 32816-0002

Office of the General Counsel
PO Box 160015
Orlando, FL 32816-0015

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

28. **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 leased 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. 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.

29. **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.

30. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES and SUBLESSOR 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 the TRUSTEES or 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 Chapter 119, Florida Statutes.
31. **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.
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. **TIME**: Time is expressly declared to be of the essence of this sublease.
34. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.
35. **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.
36. **SPECIAL CONDITIONS**: The following special conditions shall apply to this sublease:
- A. SUBLESSEE shall ensure that the public restrooms at the subleased premises are maintained daily and remain open to the public during the hours of operation for Econfina River State Park.
 - B. SUBLESSEE shall obtain written approval from SUBLESSOR prior to the installation of signage.
 - C. SUBLESSEE shall obtain written approval from SUBLESSOR prior to commencing any minor modifications to the subleased premises to accommodate research equipment and students.
 - D. SUBLESSEE shall provide copies of certification of insurance to SUBLESSOR.
 - E. SUBLESSEE and SUBLESSOR shall coordinate to maintain a volunteer and/or security presence at all times.
 - F. SUBLESSEE and SUBLESSOR shall partner together to share knowledge and information which includes, but is not limited to, fire ecology, controlled burns and sea water level rise data.
 - G. SUBLESSEE and SUBLESSOR shall partner together to create opportunities to educate the public and students on DRP's Prescribed Fire Program and any other program area that is mutually agreeable.

[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 DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

Witness

Print/Type Witness Name

By: _____ (SEAL)
Steven A. Cutshaw, Environmental Administrator
Office of Park Planning

Witness

Print/Type Witness Name

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Steven A. Cutshaw, as Environmental Administrator, Office of Park Planning, for and on behalf of the State of Florida Department of Environmental Protection, Division of Recreation and Parks. He is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:
Commission Expires:

**THE UNIVERSITY OF CENTRAL FLORIDA,
BOARD OF TRUSTEES**

By: _____ (SEAL)

Misty Shepherd, Interim Vice President for
Administration and Finance

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

"SUBLESSEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Misty Shepherd, as Interim Vice President for Administration and Finance for and on behalf The University of Central Florida, Board of Trustees, She is personally known to me or who has produced _____ as identification.

Notary Public, State of _____

Print/Type Notary Name

Commission Number:
Commission Expires:

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

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

APPROVED SUBJECT TO PROPER EXECUTION

By: _____
DEP Attorney

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

Exhibit "A"

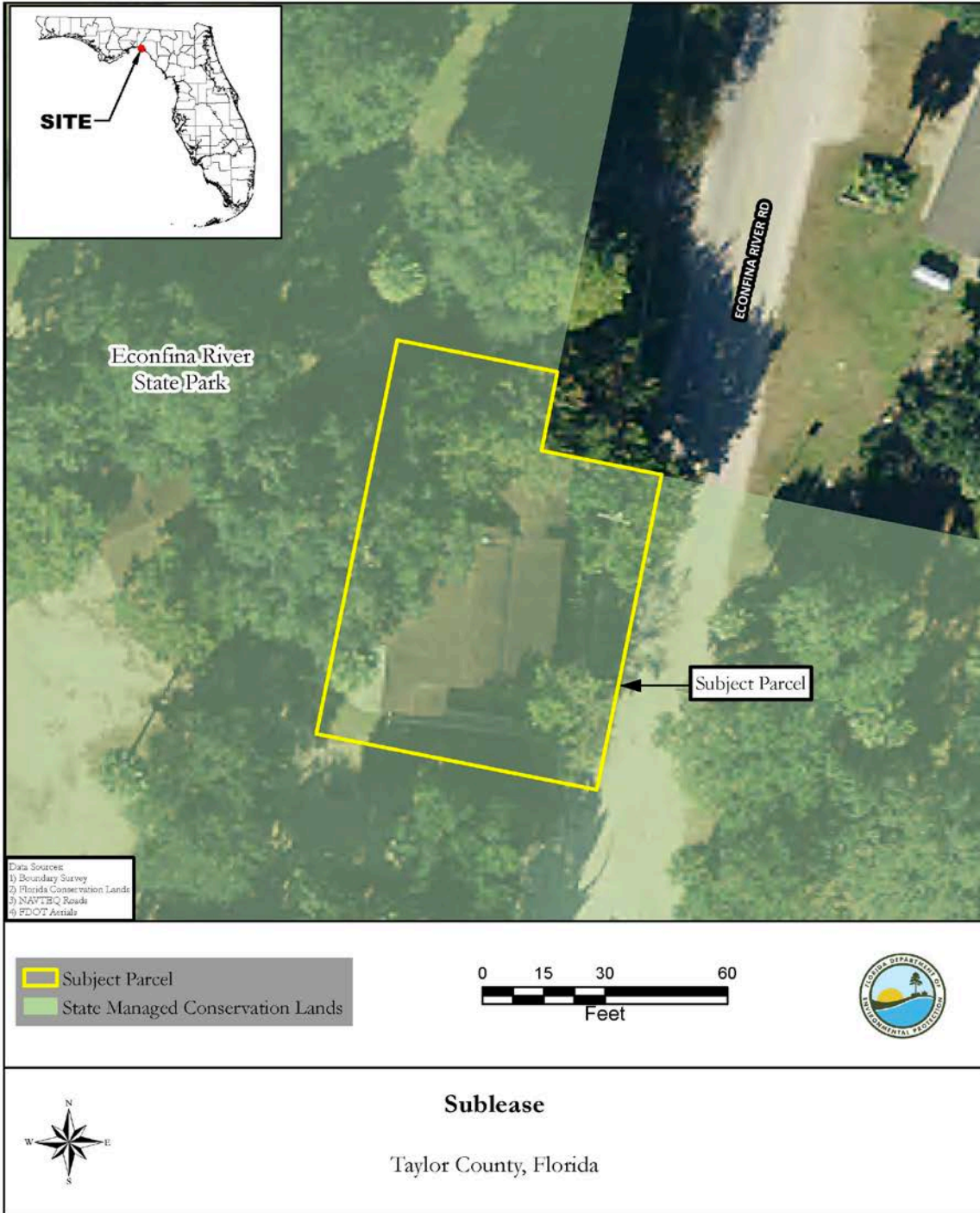


Exhibit "A"

Commence at a wood hub marking the Northwest corner of Section 11, Township 5 South, Range 4 East, Taylor County, Florida and thence run East, 1985.52 feet to a point on the West right of way line of County Road 14, thence run Southwesterly along said West right of way line as follows; South 21 degrees 14 minutes West, 2166.70 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet through a central angle of 12 degrees 44 minutes for an arc length of 327.22 feet (the chord of said arc being South 14 degrees 52 minutes West, 326.55 feet) to a point, thence South 08 degrees 30 minutes West, 77.63 feet to a point on a curve concave to the Northwest, thence Southwesterly along said curve having a radius of 1105.92 feet, through a central angle of 30 degrees 48 minutes 30 seconds for an arc length of 594.66 feet (the chord of said arc being South 23 degrees 54 minutes 15 seconds West, 587.52 feet) to a point, thence South 39 degrees 18 minutes 30 seconds West, 366.02 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 27 degrees 53 minutes for an arc length of 716.55 feet (the chord of said arc being South 25 degrees 22 minutes West, 709.50 feet) to a point, thence South 11 degrees 25 minutes 30 seconds West, 128.24 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue South 11 degrees 25 minutes 30 seconds West, 20.00 feet to a point at the end of said County Road 14, thence South 78 degrees 34 minutes 30 seconds East, 30.00 feet, along the end of said Road, thence, South 11 degrees 25 minutes 30 seconds West, 80.00 feet, thence North 78 degrees 34 minutes 30 seconds West, 70.00 feet, thence North 11 degrees 25 minutes 30 seconds East, 100.00 feet, thence South 78 degrees 34 minutes 30 seconds East, 40.00 feet to the POINT OF BEGINNING.

Containing 0.15 Acres - 6,400 square feet, more or less.

BSM
BY SK
Date: 2.15.2019