



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: November 14, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager
Real Estate Management Division *REC for PBJ*

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Sublease Agreement between the University of Central Florida Board of Trustees and Orange County, Florida and delegation of authority to the Real Estate Management Division to furnish notices, required or allowed by the sublease, as needed

PROJECT: Lake Ellenor Sublease from UCF
7300 Lake Ellenor Drive, Orlando, Florida 32809
Lease File #8008

District 6

PURPOSE: To provide space for a public park and recreational facility.

ITEM: Sublease Agreement
Cost: None
Size: 20.01 acres
Term: 50 years
Options: None

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division
Risk Management Division

REMARKS: On November 3, 2015, the Board adopted Resolution No. 2015-M-39, supporting the construction of the University of Central Florida (UCF) Downtown Campus, with a commitment of \$3 million in County funds.

County's financial commitment was conditioned upon UCF's execution of a long-term sublease to the County for the property known as the UCF of South Orlando Center, located at 7300 Lake Ellenor Drive, Orlando, in unincorporated Orange County (Property). The Property is currently leased by UCF from the State of Florida under a Lease Agreement dated January 22, 1974.

By this Sublease Agreement, UCF is subleasing nearly all of the Property to County for 50 years, which will be utilized to build a public park and recreational facility. Certain areas of the Property have been excluded from this Sublease Agreement due to contamination concerns. This action provides for UCF's continued obligations, liabilities, and responsibilities with respect to the excluded portions of the Property.

Payment of County's financial commitment to UCF will occur in two equal installments over a period of two fiscal years (FY20 and FY21).

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 03 2019

This Sublease was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 38964

OASI
[20.01 +/- acres]

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

SUBLEASE AGREEMENT

Sublease Number 2721-24

THIS SUBLEASE AGREEMENT, is made and entered into this 2nd day of January 2020, between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, hereinafter referred to as "SUBLESSOR" and ORANGE COUNTY, FLORIDA, a charter county and 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:

- 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 2721, ("Master Lease").
- DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Orange, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
- SUBLEASE TERM:** The term of this sublease shall be for a period of 50 years commencing on December 3, 2019 and ending on December 2, 2069, unless sooner terminated pursuant to the provisions of this sublease.
- PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of a public park and recreational facility, which may include, but shall not be limited to, after-school programs, meeting space for community classes and gatherings, and athletic fields, along with other related uses necessary for the accomplishment of this 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. 2721 between the TRUSTEES and SUBLESSOR dated January 22, 1974, 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 all-risk property, and liability insurance coverage. The all-risk property 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. 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**: Except as otherwise provided in Exhibit "C," attached hereto and fully incorporated herein by this reference, 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.

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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:** Except as otherwise provided in Exhibit "C," attached hereto and fully incorporated herein by this reference, 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. Except as otherwise provided in Exhibit "C," 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: University of Central Florida
Division of Administration and Finance
4365 Andromeda Loop
Orlando, Florida, 32816

SUBLESSEE: Orange County Parks and Recreation Division
Attn: Manager
4801 W. Colonial Drive
Orlando, Florida, 32803

And

Orange County Real Estate Management Division
Attn: Manager
P.O. Box 1393
Orlando, FL 32802

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, except as set forth in Exhibit "C." 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. SUBLESSOR AND SUBLESSEE understand and agree that the provisions of this Section 23 shall only apply to SUBLESSEE prospectively commencing on the effective date, and that existing contaminants, pollutants, pollution, hazardous or toxic substances, chemicals or other agents present on the subleased premises or on adjacent properties subject to the Master Lease as of the effective date shall be and remain the responsibility of SUBLESSOR, consistent with the provisions of Exhibit "C."

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 upon or contemporaneous with 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 without the prior written approval of the TRUSTEES and SUBLESSOR 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:** Except as otherwise provided in Exhibit "C," 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. SUBLESSEE 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.

THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES (SEAL)

J. LaChiano
Original Signature

Lindsay LeChiano
Typed/Printed Name of Witness

Tom Meyer
Original Signature

Tom Meyer
Typed/Printed Name of Witness

BY: Thad Seymour, Jr.
Original Signature of Executing Authority

Thad Seymour, Jr.
Typed/Printed Name of Executing Authority

Interim President
Title of Executing Authority

“SUBLESSOR”

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of October, 2019, by Thad Seymour, Jr., as Interim President, for and on behalf of the University of Central Florida Board of Trustees. He is personally known to me or has produced _____ as identification.



Brandon Williams
Notary Public, State of Florida

Brandon Williams
Printed, Typed or Stamped Name

My Commission Expires:
11/18/2022
Commission/Serial No. GG 240448

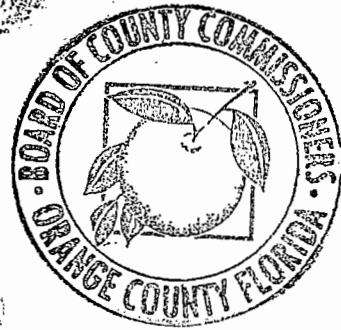
ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

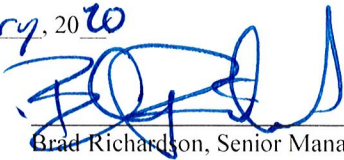
By: *Bryan W. Demings*
BW Jerry L. Demings,
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Heidi Fey*
Deputy Clerk
Print: *Noelia Perez*
Date: DEC 03 2019



Consented to by TRUSTEES on 2nd day of January, 2020



APPROVED SUBJECT TO PROPER EXECUTION

Brad Richardson, Senior Management Analyst Supervisor,
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

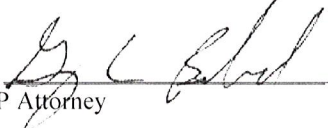
By:  11-13-2018
DEP Attorney

Exhibit "A"

SKETCH OF DESCRIPTION

PARCEL: 801
 ESTATE: LEASEHOLD
 PURPOSE: SUBLEASE

Description

A parcel of land, being a portion of those lands described in Official Records Book 1372 at Page 313 of the Public Records of Orange County, Florida, being more particularly described as follows.

From the Southwest corner of the Northeast ¼ of the Northwest ¼ of Section 27, Township 23 South, Range 29 East, run North 89 degrees 21 minutes 48 seconds East along the South boundary of said Northeast ¼ of the Northwest ¼ a distance of 179.80 feet to the West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, as recorded in Plat Book "Z", Page 63, of said Public Records, thence run North 00 degrees 37 minutes 53 seconds West along said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, a distance of 80.00 feet to a point on the north right-of-way line of Lake Ellenor Drive (a platted 60.00 foot wide right-of-way) and the south line of those lands described in said Official Records Book 1372 at Page 313, thence run South 89 degrees 22 minutes 03 seconds West, along said north right-of-way line and said south line, a distance of 75.00 feet to the southwest corner of a 75 foot wide drainage and utilities easement described in said Official Records Book 1372 at Page 313 and the POINT OF BEGINNING; thence continue South 89 degrees 22 minutes 03 seconds West, along said south line, a distance of 1359.52 feet to a point lying 75.00 feet east of, when measured at right angles to, the west line of the Northwest ¼ of said Section 27, said point being the southeast corner of a 75 foot wide drainage easement described in Official Records Book 2654 at Page 556 of said Public Records; run thence North 00 degrees 22 minutes 09 seconds West, along the east line of said drainage easement and northerly extension thereof, being parallel with and 75.00 feet east of, when measured at right angles to, said west line of the Northwest ¼, a distance of 914.54 feet, more or less, to the edge of the waters of the Lake now known and designated as Lake Ellenor (being the lake sometimes previously known as "Rattlesnake Lake", and being the same lake as the "Lake Ellenor" a portion of which is shown on the plat of the aforesaid ORLANDO CENTRAL PARK, NUMBER ONE), thence run southeasterly along said edge of the waters of Lake Ellenor, being approximated by the following 10 courses and distances:

- (1) South 55 degrees 42 minutes 37 seconds East, a distance of 72.51 feet
- (2) South 51 degrees 31 minutes 36 seconds East, a distance of 193.52 feet
- (3) South 67 degrees 47 minutes 38 seconds East, a distance of 219.02 feet
- (4) South 78 degrees 38 minutes 54 seconds East, a distance of 489.53 feet
- (5) North 82 degrees 49 minutes 05 seconds East, a distance of 105.51 feet
- (6) South 67 degrees 13 minutes 55 seconds East, a distance of 74.18 feet
- (7) North 64 degrees 19 minutes 09 seconds East, a distance of 91.39 feet
- (8) North 85 degrees 21 minutes 09 seconds East, a distance of 63.04 feet
- (9) North 64 degrees 17 minutes 50 seconds East, a distance of 99.58 feet
- (10) North 89 degrees 45 minutes 41 seconds East, a distance of 51.15 feet

to a point lying 83.92 feet west of, when measured at right angles to, said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE. Thence departing said edge of waters, run South 00 degrees 37 minutes 53 seconds East, a distance of 407.51 feet to a point lying 83.92 feet west of, when measured at right angles, to said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, thence run North 89 degrees 22 minutes 07 seconds East, a distance of 8.92 feet to the west line of the aforesaid 75 foot wide drainage and utilities easement described in Official Records Book 1372 at Page 313 of said Public Records, thence run South 00 degrees 37 minutes 53 seconds East, parallel with and 75.00 feet west of, when measured at right angles, to said West boundary, a distance of 207.66 feet to the POINT OF BEGINNING

The above described parcel of land contains 20.01 acres, more or less.

4201

Robert M. Jones
 Florida Professional Surveyor and Mapper No. 4201

BSM APPROVED
 By: *SX*
 Date: 10.05.2018

THIS IS NOT A SURVEY

PROJECT TITLE: **Orange County Parks & Recreation Department
 Legal Description and Sketch
 UCF - Lake Ellenor Property**

Wood Environment & Infrastructure Solutions, Inc.



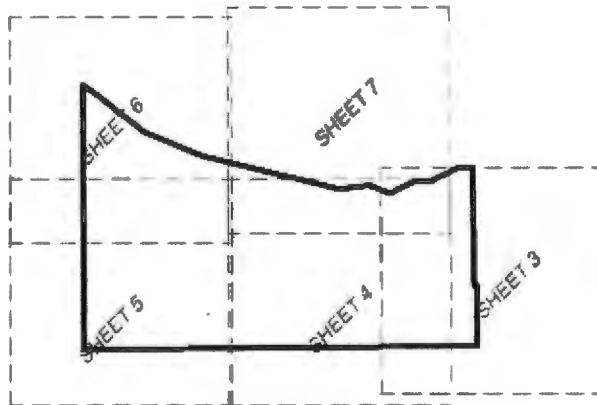
590 Northlake Blvd. Suite 1000
 Adamonte Springs, FL 32701 USA
 Phone: (407) 522-7970
 Fax: (407) 522-7878

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY	J.W.	CHECK BY
DATE	08/22/18	02/02/18
SCALE	AS SHOWN	DATE
1:1		
DRAWING NAME: 17		

SKETCH OF DESCRIPTION

PARCEL: 801
 ESTATE: LEASEHOLD
 PURPOSE: SUBLEASE

SKETCH SHEET INDEX



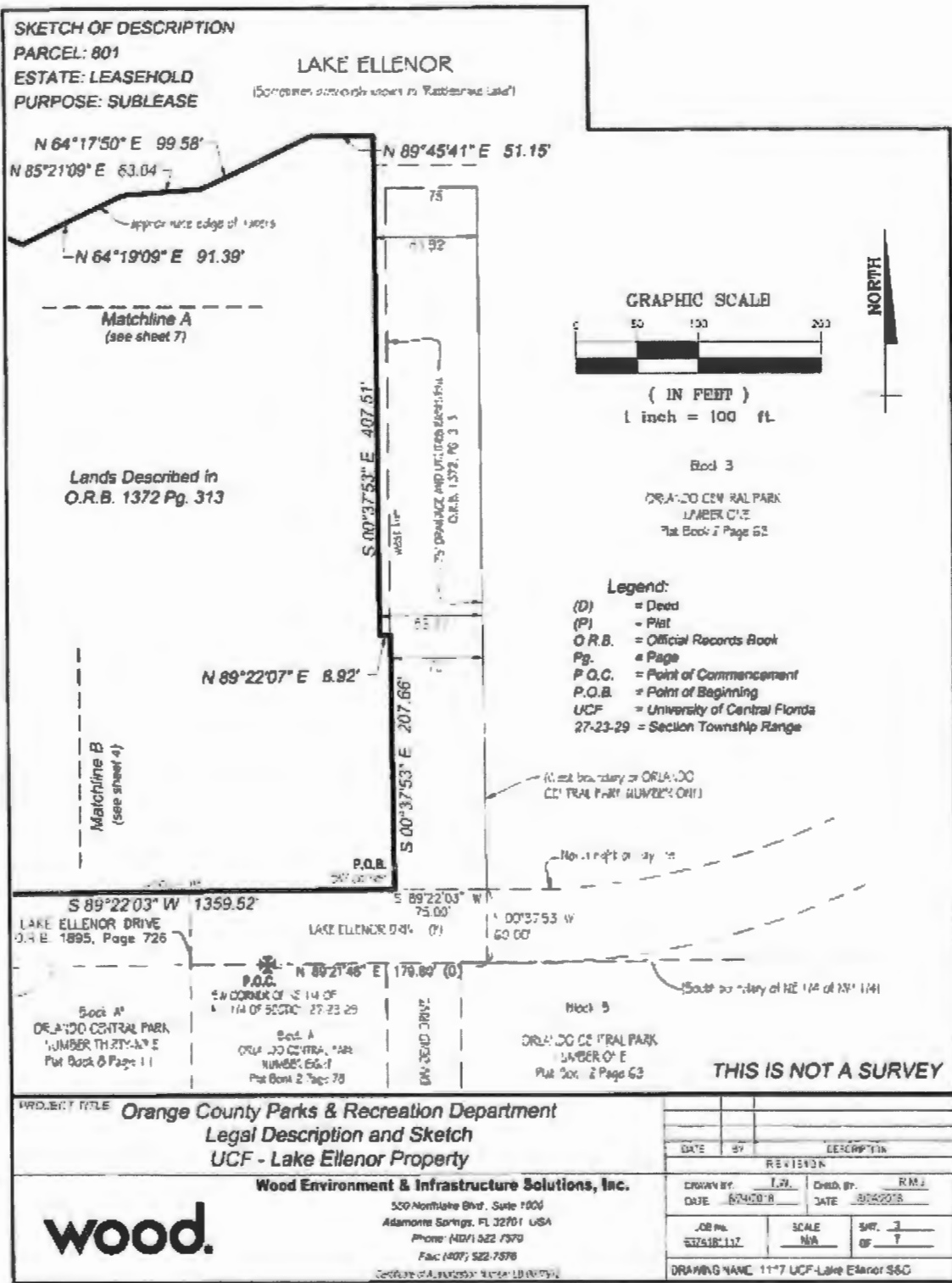
1 inch = 500 ft

Surveyor's Notes:

- 1) This Sketch and Description is not valid without the original signature and seal of the signing Florida licensed surveyor and mapper.
- 2) Bearings shown hereon are relative to an assumed datum based on the West line of the Northwest 1/4 of Section 27, Township 23 South, Range 29 East, as recovered in the field as being North 00° 22' 09" West as shown on ORLANDO CENTRAL PARK NUMBER FORTY according to the plat thereof recorded in Plat Book 7 at Page 9 of the Public Records of Orange County, Florida.
- 3) Lands shown hereon were not abstracted by this firm for matters of record, such as easements, rights of way, ownership or other instruments of record.
- 4) The location, configuration and area of the lands described and depicted hereon is based on instructions from the client
- 5) This Sketch and Description is based on a boundary survey performed by this firm in August 2018 under project number 6374181117.
- 6) Additions or deletions to this Sketch and Description are prohibited without the written consent of the signing Florida licensed surveyor and mapper.
- 7) This Sketch and Description is certified for the exclusive use of Orange County.

THIS IS NOT A SURVEY

PROJECT TITLE Orange County Parks & Recreation Department Legal Description and Sketch UCF - Lake Ellenor Property					
wood. Wood Environment & Infrastructure Solutions, Inc. 530 Northlake Blvd., Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 Fax: (407) 522-7578 <small>Division of Professional Services, LP 001153</small>		DRAWN BY: <u>T.R.</u> CHD. BY: <u>R.N.L.</u> DATE: <u>8/24/19</u> DATE: <u>8/24/2019</u> JOB No: <u>6374181117</u> SCALE: <u>AS SH.</u> SHEET: <u>3</u> OF <u>7</u> DRAWING NAME: <u>1117 UCF-Lake Ellenor S&D</u>			



SKETCH OF DESCRIPTION

PARCEL: 801
 ESTATE: LEASEHOLD
 PURPOSE: SUBLEASE

LAKE ELLENOR

(Some 160 acres known as Lake Ellenor Lake)

approximate edge of waters

N 82°49'05" E 105.51'
 S 67°13'55" E 74.18'
 N 64°19'09" E 91.39'

Matchline A
 (see sheet 7)

Legend:

- (D) = Deed
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- UCF = University of Central Florida
- 27-23-29 = Section Township Range

Lands Described in
 O.R.B. 1372 Pg. 313

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.



Matchline C
 (see sheet 5)

Matchline B
 (see sheet 2)

S 89°22'03" W 1359.52'

LAKE ELLENOR DRIVE
 O.R.B. 1895, Page 730

Block A
 ORLANDO CENTRAL PARK
 NUMBER 40
 Plat Book 7 Page 9

Block B
 ORLA JO CENTRAL PARK
 NUMBER 40
 Plat Book 7 Page 9

Block A
 ORLA JO CENTRAL PARK
 NUMBER 40
 Plat Book 8 Page 111

P.O.C.
 SFC
 12/07

THIS IS NOT A SURVEY

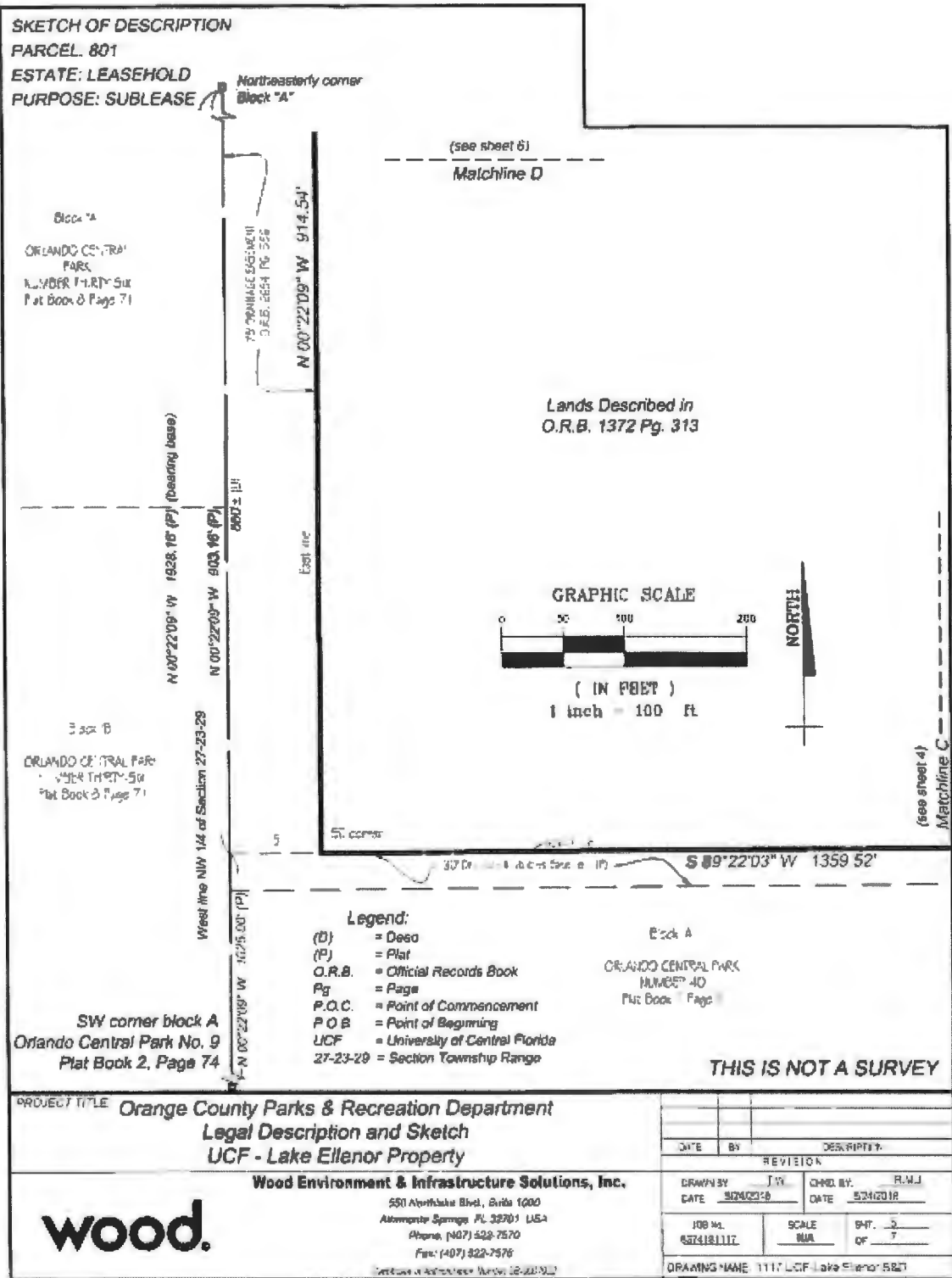
PROJECT TITLE **Orange County Parks & Recreation Department
 Legal Description and Sketch
 UCF - Lake Ellenor Property**

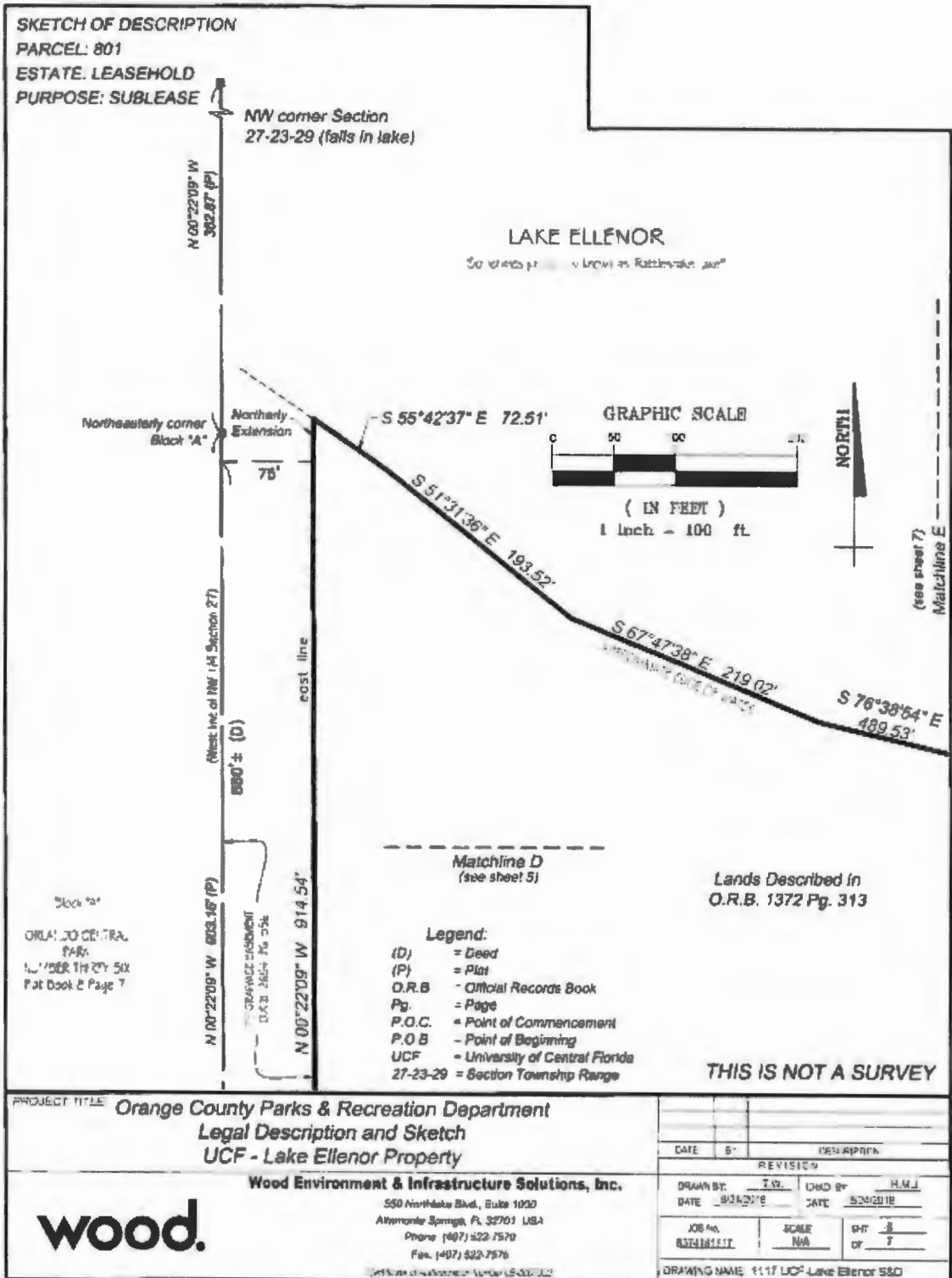
Wood Environment & Infrastructure Solutions, Inc.



650 Normandy Blvd. Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 Fax: (407) 522-7578
 Registered Professional Engineer License 18000152

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY	DATE	CHECKED BY
DATE	DATE	DATE
J.C.F.R.	SCALE	BNF.
5/24/2017	N/A	OF
DRAWING NAME: 1117 UCF-Lake Ellenor 550		

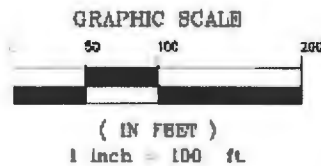




SKETCH OF DESCRIPTION

PARCEL: 801
ESTATE LEASEHOLD
PURPOSE: SUBLEASE

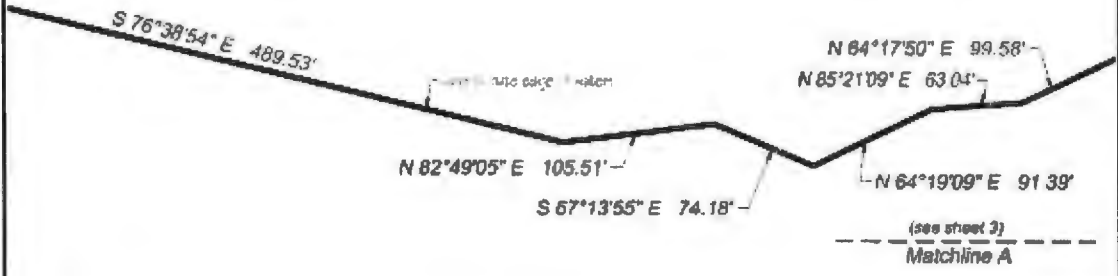
- Legend:**
- (D) = Deed
 - (P) = Plat
 - O.H.B. = Official Records Book
 - Pg. = Page
 - P.O.C. = Point of Commencement
 - P.O.B. = Point of Beginning
 - UCF = University of Central Florida
 - 27-23-29 = Section Township Range



Matchline E
 (see sheet 8)

LAKE ELLENOR

(Secret - to pro. use only in Railroad and)



THIS IS NOT A SURVEY

PROJECT TITLE Orange County Parks & Recreation Department
 Legal Description and Sketch
 UCF - Lake Ellenor Property



Wood Environment & Infrastructure Solutions, Inc.

600 Northwest Blvd., Suite 1000
 Altamonte Springs, FL 32714 USA
 Phone: (407) 522-7870
 Fax: (407) 522-7878

Ced. State Registration Number: LP 0007902

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY	JAY	CHKD BY
DATE	5/24/2018	DATE
JOB NO.	6124181137	SCALE
		1/4" = 1'
		SHT. 1
		OF 7
DRAWING NAME: 1117 UCF-Lake Ellenor S&D		

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

LEASE AGREEMENT

(1)2721

No. ~~2721~~

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund is directed and authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Orange, State of Florida, together with the improvements thereon:

The West 1/4 of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East 1/4, and that part of the East 1/4 of the West 1/4 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East.

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

No. 2721

Page 2

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

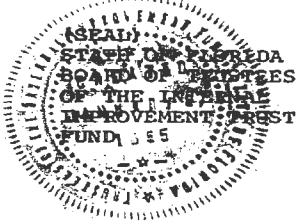
7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described after written notice to and right of rejection by the lessor.

9. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

10. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1974, and the Board of Regents has duly executed same and has affixed its official seal hereto this 22nd day of January, A.D., 1974.



Hubert H. White
Governor

Richard (D. M.) Stone
Secretary of State

Robert L. Sherin
Attorney General

Jared Dickerson
Comptroller

Thomas W. Smalley
Treasurer

Blayd T. Christian
Commissioner of Education

David Conner
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

(SEAL)
BOARD OF REGENTS

BOARD OF REGENTS
By Robert B. Mander
Chairman

ATTEST:
Hudie Claude
Secretary

EXHIBIT "C"

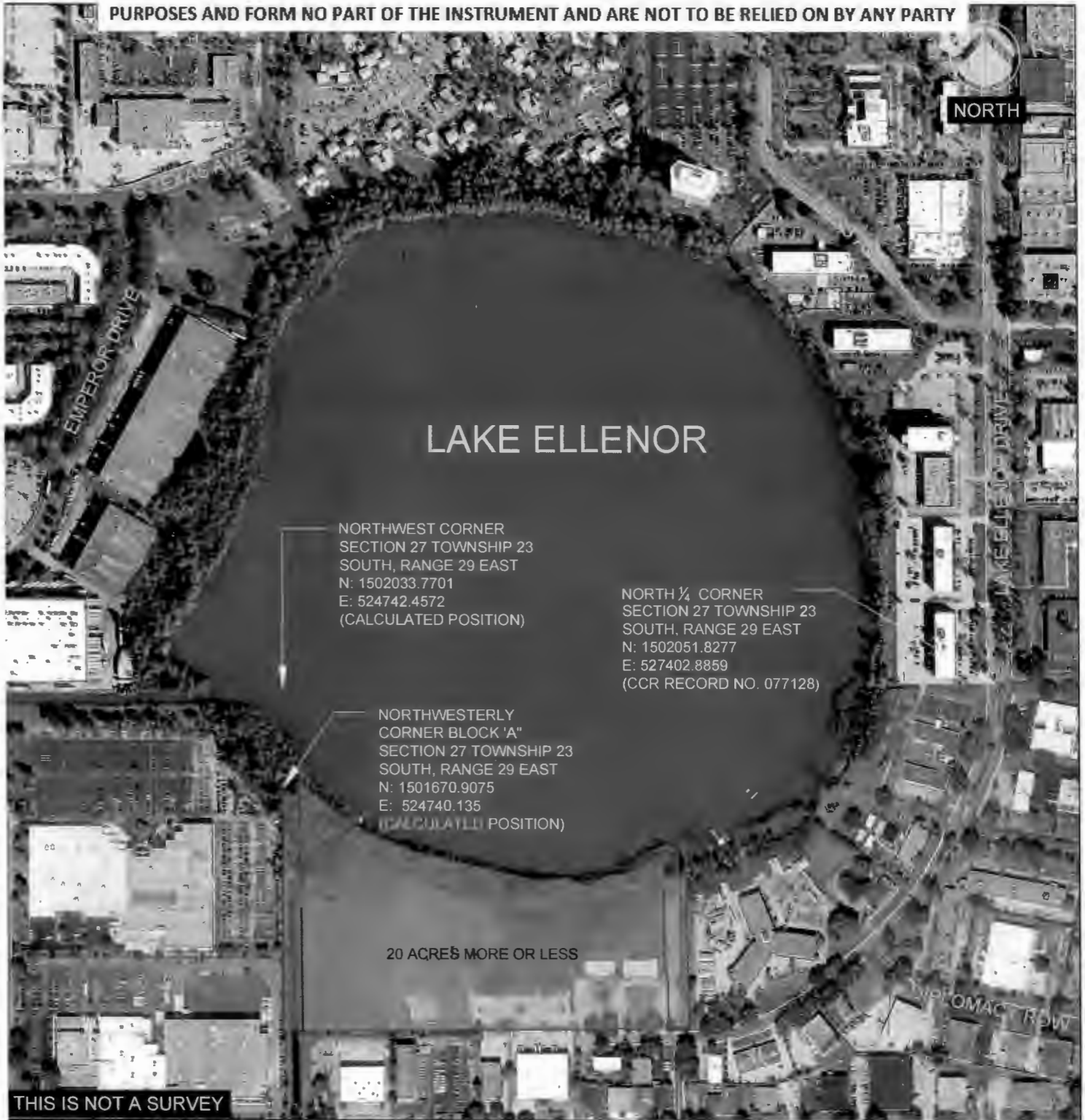
ENVIRONMENTAL MATTERS

1. SUBLESSOR and SUBLESSEE understand and acknowledge that Adverse Environmental Conditions, as defined herein, exist on the adjacent premises subject to the Master Lease (the "Existing Adverse Environmental Conditions"). Such Existing Adverse Environmental Conditions predate the effective date of this sublease and are more specifically identified in the Phase I Environmental Site Assessment for Lake Ellenor UCF South Campus dated June 7, 2017, prepared by ep³, inc. and on file with SUBLESSEE's Division of Risk Management.
2. SUBLESSOR shall be solely responsible for any Adverse Environmental Condition, including but not limited to the Existing Adverse Environmental Conditions, affecting the subleased premises that exists on the Effective Date of this sublease. Further, SUBLESSOR shall be solely responsible for any new or changed Adverse Environmental Condition adversely affecting the subleased premises during the term of this sublease, when such condition is caused by the Existing Adverse Environmental Conditions present on the adjacent premises subject to the Master Lease by means of release, migration, leaking, leaching, spilling, dumping, disposing, or otherwise.
3. To the limited extent permitted by Florida law, SUBLESSOR agrees and shall agree to thenceforth indemnify, defend (with counsel acceptable to SUBLESSEE), and save and hold harmless SUBLESSEE against and from, and to reimburse SUBLESSEE with respect to, any and all claims, judgments, liabilities, damages, loss, obligations, and costs and expenses (including, without limitation, reasonable paralegal and attorneys' fees and court costs, whether in court, out of court, prior to or on appeal, in bankruptcy or administrative proceedings), penalties, or fines, incurred by or asserted against SUBLESSEE by reason or arising out of the Existing Adverse Environmental Conditions and/or any other Adverse Environmental Condition on (i) the subleased premises and (ii) the adjacent premises subject to the Master Lease existing on the Effective Date of this sublease, including without limitation:
 - a. Any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work required or incurred by SUBLESSEE or any entity or person in a reasonable belief that such work is required by any Environmental Law; and
 - b. Any claims of third parties for loss, injury, expense, or damage arising out of the Handling of hazardous substances on, under, in, above, to or from (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease.
4. To the limited extent permitted by Florida law, SUBLESSEE agrees and shall agree to thenceforth indemnify, defend (with counsel acceptable to SUBLESSOR), and save and hold harmless SUBLESSOR against and from, and to reimburse SUBLESSOR with respect to, any and all claims, judgments, liabilities, damages, loss, obligations, and costs and expenses (including, without limitation, reasonable paralegal and attorneys' fees and court costs, whether in court, out of court, prior to or on appeal, in bankruptcy or administrative proceedings), penalties, or fines, incurred by or asserted against SUBLESSOR by reason or arising out of any Adverse Environmental Condition on (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease resulting from or relating to the activities or operations of SUBLESSEE on the subleased premises occurring on or subsequent to the Effective Date, including without limitation:

- a. Any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work required or incurred by SUBLESSOR or any entity or person in a reasonable belief that such work is required by any Environmental Law; and
 - b. Any claims of third parties for loss, injury, expense, or damage arising out of the Handling of hazardous substances on, under, in, above, to or from (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease.
5. As used in this Exhibit "C," the following terms shall have the following meanings:
- a. "*Adverse Environmental Condition*" shall mean any non-compliance with any Environmental Law.
 - b. "*Environmental Law*" shall mean the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 801 et seq., the Toxic Substances Control Act, 15 U.S.C. 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release, or threatened release of hazardous substances into the environment including, without limitation, into ambient air, surface water, ground water, or land, or restrictions otherwise relating to the Handling of such hazardous substances as now or any time hereafter in effect.
 - c. "*Handling*" shall mean use, treatment, storage, manufacture, processing, distribution, transport, placement, discharge, generation, production, or disposal.

SECTION 27, TOWNSHIP 23 SOUTH, RANGE 29 EAST

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY



NORTHWEST CORNER
SECTION 27 TOWNSHIP 23
SOUTH, RANGE 29 EAST
N: 1502033.7701
E: 524742.4572
(CALCULATED POSITION)

NORTH 1/4 CORNER
SECTION 27 TOWNSHIP 23
SOUTH, RANGE 29 EAST
N: 1502051.8277
E: 527402.8859
(CCR RECORD NO. 077128)




NORTHWESTERLY
CORNER BLOCK 'A'
SECTION 27 TOWNSHIP 23
SOUTH, RANGE 29 EAST
N: 1501670.9075
E: 524740.135
(CALCULATED POSITION)

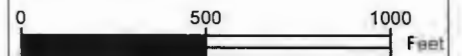
20 ACRES MORE OR LESS

THIS IS NOT A SURVEY



LEGEND

-  LANDS DESCRIBED IN ORB 1372 PG 313
-  75' DRAINAGE AND UTILITY EASEMENT O.R.B. 2654, PG. 556
-  75' DRAINAGE AND UTILITY EASEMENT O.R.B. 1372 PG 313



GRAPHIC SCALE