

So, is this agreement not in effect until the sublease agreement is signed and work has commenced?

## AGREEMENT FOR GROUND SUBLEASE

THIS AGREEMENT FOR GROUND SUBLEASE (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below) by and between **The University of Florida Board of Trustees**, a public body corporate of the State of Florida (“**University**”), and **Alachua County, Florida**, a chartered county of the State of Florida (“**County**”). University and County may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“**TITF**”) owns certain real estate located in Alachua County, Florida, containing approximately 75.89 acres in the aggregate and identified by Parcel Numbers 06757-008-000, 06757-009-000 and 06769-000-000 on the tax maps of Alachua County, Florida.

B. **TITF** leases, *inter alia*, the above-described real estate to University under that certain Lease Agreement No. 2734 (as amended from time to time, the “**Prime Lease**”).

C. University currently operates the portion of the above-described real estate that is located at 2345 SW 23rd Terrace, Gainesville, Florida 32608, as more particularly shown on **Exhibit A** (the “**Property**”), as the “**IFAS Swine Unit**” to provide swine for undergraduate teaching, extension programs and research purposes. However, University intends to cease operation of the IFAS Swine Unit on the Property such that it will be available for an alternate public or educational use.

D. County desires to sublease approximately 10 acres of the Property, as depicted on **Exhibit A-1** (the “**Subleased Premises**”), to construct and operate an animal resource facility on terms substantially similar to those of the form sublease attached as **Exhibit B** (the “**Sublease**”). University and County will determine the exact legal description of the Subleased Premises pursuant to Section F.3 of this Agreement.

E. As the owner of the Property, **TITF** must approve the terms of and County’s entry into the Sublease, which approval will be issued by the Florida Department of Environmental Protection (“**DEP**”) on its behalf.

F. University and County desire to enter into this Agreement to set forth the rights and responsibilities of the parties leading up to the anticipated execution of the Sublease.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein as if set forth verbatim.
2. **County’s Inspection of Subleased Premises; Development Approvals.**

(a) **Inspection Period.** This Agreement and the obligations of County hereunder are conditioned upon County being satisfied, in its discretion, with the Subleased Premises, including (i) the physical condition of the Subleased Premises, (ii) that the Subleased Premises can be developed and used for the Intended Use (as defined below) in the manner and at the cost contemplated by County, and (iii) that County has received, or will be able to receive, all Approvals (as defined below) pursuant to Section 2(c) of this Agreement. County will have until 5:00 p.m. on the date that is 120 days from the Effective Date (as may be extended under this Section, the “**Inspection Period**”) to determine whether the foregoing

conditions have been satisfied. County will have the right to extend the Inspection Period for one additional period of 60 days by Notice to University prior to the expiration of the then-current Inspection Period. County may terminate this Agreement at any time prior to the end of the Inspection Period for any reason or no reason. If, prior to the expiration of the Inspection Period, County notifies University in writing that County is terminating this Agreement, then this Agreement will terminate and neither Party will have any further liability hereunder, except for any terms of this Agreement that expressly survive the termination of this Agreement.

(b) **Inspection of Subleased Premises.** During the Inspection Period, County and its agents may enter upon the Property for the purposes of inspecting the same, and performing soil tests, surveys, environmental studies or tests, feasibility studies, wetlands delineation studies, archaeological studies (including for all required Archaeological Research Permits / 1A-32), architectural and engineering studies, and such other tests and investigations as County may desire, to determine if the Property is suitable for County. County may also obtain a title search for the Property. All inspections and tests will be performed at County's sole expense. County shall provide University with copies of all written reports and studies related to the Subleased Premises that County obtains during the Inspection Period. County shall schedule each entry onto the Property at least 24 hours in advance with University. If the Property is materially damaged by virtue of any entry upon the Property by County or its agents, then County will promptly cause the same to be restored to substantially the same condition as it was in prior to such entry. Subject to and without waiving the limitations of liability provided in section 768.28, Florida Statutes, County shall indemnify University and hold it harmless from all loss that University incurs as a result of any material damage to property or injury to or death of any persons occurring as a result of entry upon the Property by County or its agents, unless the same is caused by the acts or omissions of University or its agents (collectively, "Claims"). Notwithstanding the foregoing, to the extent any Claims arise from the condition of the Property prior to County's exercise of the entry rights granted in this Agreement, the indemnification obligations of County under this Section 1(b) will not apply to such Claims. For clarity, until such time as the boundaries and legal description for the Subleased Premises have been determined pursuant to Section 3, County may exercise its inspection rights under this Section 2(b) with respect to the entire Property. County's obligations under this Section 2(b) will survive termination of this Agreement.

*Is there a staff member dedicated to this Agreement?*

(c) **Development Approvals.** This Agreement and the obligations of County hereunder are contingent upon County's receiving all valid and irrevocable permits and approvals from University's Division of Environmental Health & Safety and other applicable governmental entities necessary to accommodate County's proposed development of the Property as an animal resource facility containing such project specifics as County desires (the "Intended Use"), including approvals for site development plans, building permits, landscaping permits, storm water drainage and detention approvals, approvals relating to wetlands and environmental matters, approvals for utility connections, and all other applicable permits and licenses for the Intended Use (collectively, the "Approvals"), on or before the end of the Inspection Period. University reserves the right to approve plans, applications and other documents intended to be submitted to governmental authorities in connection with the Approvals (the "Submission Materials"), provided that University's approval may not be unreasonably withheld, conditioned or delayed. County shall submit to University for review all Submission Materials. If University has any objection to the Submission Materials, University shall provide written notice to County of such objections (the "Submission Objection") within five business days after receipt of such Submission Materials from County. If County does not receive a timely Submission Objection from University with respect to any Submission Materials, University shall be deemed not to have objected to the Submission Materials and County may submit such Submission Materials to the applicable governmental authority. If County does receive a timely Submission Objection from University, County and University will negotiate in good faith to revise the Submission Materials to address the Submission Objection. In the event of any deadlock between County and University with respect to any timely Submission Objection, then County may terminate this Agreement by Notice to University, whereupon this Agreement will terminate and neither

*Is this really feasible within the confines of the inspection period?*

*What does this mean?*

Party will have any further liability hereunder, except for any terms of this Agreement that expressly survive the termination of this Agreement. Subject to University's approval right, County shall apply for all Approvals as soon as reasonably practicable, and University will reasonably cooperate with and assist County in connection with its efforts to obtain the Approvals. The University shall include the County's proposed use of the property in the Campus Master Plan as it may be amended. Any mitigation and fair share requirements of the Campus Development Agreement shall remain the responsibility of the University.

*Some UF Committees don't meet for months at a time.*

(d) **No Representations.** County understands that County's occupancy of the Subleased Premises will be without representation or warranty by University of any kind, express or implied (including warranty of merchantability or of fitness for a particular purpose), and University hereby disclaims and renounces each such representation or warranty.

3. **Conservation Land Survey.** A portion of the Property is conservation land that cannot be used for the Intended Use and instead will be excluded from the Subleased Premises. During the Inspection Period, County and University will agree upon the preliminary boundaries of the Subleased Premises. Based on the preliminary boundaries for the Subleased Premises agreed to by County and University, University will obtain a survey of the Property showing, at a minimum, the precise boundaries of and legal description for the Subleased Premises (the "Survey"). Once the Parties have agreed on the preliminary boundaries of the Subleased Premises, University shall cause the Survey to be completed, at its cost, within 45 days following expiration of the Inspection Period. If County is not satisfied with the Survey, then County may terminate this Agreement by Notice to University within 10 days following receipt of the Survey, whereupon this Agreement will terminate and neither Party will have any further liability hereunder, except for any terms of this Agreement that expressly survive the termination of this Agreement. The legal description of the Subleased Premises that is set forth on the final Survey will be the legal description of the Subleased Premises for all purposes under this Agreement and for the Sublease.

*So, how many acres are there to sub-lease?*

*Following?*

4. **Sublease Application.** Within 30 days following completion of the Survey, County shall complete and submit an Application for the Use of State-Owned Uplands to DEP with a formal request to sublease the Subleased Premises. University will reasonably cooperate with and assist County in connection with its efforts to obtain approval to sublease the Subleased Premises.

5. **Program Agreement.** Following expiration of the Inspection Period, University and County will negotiate a programmatic agreement to govern operation of the animal resource facility to be constructed by the County on the Subleased Premises (the "Program Agreement"). At a minimum, the Program Agreement will provide the terms on which the University College of Veterinary Medicine will interact with the animal resource facility during the term of the Sublease. Such interaction may include the provision of services to the animal resource facility by University faculty, staff and students in connection with educational instructional activities. The Program Agreement will be executed at Closing, but will not be effective until completion of the animal resources facility and commencement of the Intended Use under the Sublease. This Section 5 will survive Closing.

*So, if location is changed, the Program Agreement is still enforceable?*

6. **Demolition of IFAS Swine Unit.** Within 60 days following commencement of the term of the Sublease, University will demolish and remove the IFAS Swine Unit from the Subleased Premises, as more particularly described in the Sublease.

7. **Contingencies to Sublease Closing.**

(a) **County Contingencies.** This Agreement and the obligations of County hereunder are contingent upon satisfaction of the following conditions as of the Closing Date:

Timeframe?

- (i) University will have performed in all material respects all its obligations under this Agreement that are required to have been performed by the Closing Date;
- (ii) The Parties will have agreed on the form of the Program Agreement;
- (iii) County's receipt of all Approvals.
- (iv) DEP will have approved County's request to sublease the Subleased Premises, including the form of the Sublease; and
- (v) From and after the last day of the Inspection Period, there will have occurred no material adverse change to the Property that is continuing on the Closing Date.

(b) **University Contingencies.** This Agreement and the obligations of University hereunder are contingent upon satisfaction of the following conditions as of the Closing Date:

- (i) County will have performed in all material respects all its obligations that are required to have been performed by the Closing Date;
- (ii) The Parties will have agreed on the form of the Program Agreement; and
- (iii) DEP will have approved County's request to sublease the Subleased Premises, including the form of the Sublease.

(c) **Effect of Unsatisfied Contingency.** If any one or more of the matters referred to in this Section 7 has not been satisfied by a Party by the Closing Date or a Party is otherwise not prepared to proceed with the Closing on the Closing Date, then the other Party will have the right to terminate this Agreement by Notice to the first Party. If such Party Notifies the first Party that is terminating this Agreement, then this Agreement will terminate and neither Party will have any further liability hereunder, except for any terms of this Agreement that expressly survive the termination of this Agreement.

8. **Place and Time of Closing.** The Closing will take place on a date mutually acceptable to the Parties, but no later than the date that is 30 days after the later of: (a) the date that DEP approves County's request to sublease the Subleased Premises; or (b) the date the Parties agree on the final form of the Program Agreement (any such date being the "Closing Date"). At Closing, University and County shall perform their respective obligations set forth in this Agreement (to the extent not previously performed).

9. **Closing Documents.** At Closing, (a) County shall deliver to University: (i) an executed counterpart copy of the Sublease in the form attached as **Exhibit B** (with such changes as may be required by DEP and agreed upon by the County, the "Sublease"); and (ii) an executed counterpart copy of the Program Agreement, and (b) University shall deliver to County: (i) an executed counterpart copy of the Sublease; and (ii) an executed counterpart copy of the Program Agreement. University will cooperate with County to cause TIITF to deliver an executed counterpart copy of the Sublease.

10. **Closing Costs.** Each Party will pay its own costs associated with the Sublease and the performance of its obligations under this Agreement.

11. **No Brokers.** Each Party warrants that it has not engaged or utilized the services of a broker in connection with this transaction.

12. **Notices.** All notices and other communications required or permitted under this Agreement (each, a “**Notice**”) must be in writing. Notices will be deemed given: (a) the date delivered by hand; (b) the date delivered by a nationally recognized overnight courier, when sent by overnight delivery, receipt requested; (c) three days after the date mailed by First Class U.S. Mail, certified and return receipt requested; or (d) the date delivered by email, if sent before 5:00 pm Eastern Time on a business day, or on the next following business day, if sent on a day other than a business day. All Notices must be served on the respective Parties at the addresses set forth below. A Party may change its address by Notice to the other Party; provided, however that no Notice of a change of address will be effective until actual receipt of such Notice:

If to University:                   The University of Florida Board of Trustees  
  c/o Office of Real Estate  
  Attn: Trevor Schneider, Assistant Vice President  
  P.O. Box 113135  
  Gainesville, FL 32611-3135  
  Email: tschneider@ufl.edu

with a copy to:                   University of Florida Office of the Vice President and General Counsel  
  Attn: Colt H. Little  
  123 Tigert Hall  
  P.O. Box 113125  
  Gainesville, FL 32611-3125  
  Email: coltl@ufl.edu

If to County:                   Alachua County, Florida  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:                   \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

13. **Relationship of Parties.** Nothing contained in this Agreement may be deemed to create the relationship of principal and agent or of partnership or of joint venture between the Parties.

14. **Entire Agreement; Amendments.** This Agreement embodies the entire agreement, and supersedes all prior negotiations and agreements, between the Parties with respect to the subject matter of this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

15. **Invalidity; Waiver.** If any portion of this Agreement is held invalid or inoperative, then, so far as is reasonable and possible, such portion will be construed by modifying it so as to be valid and enforceable to the maximum extent possible under applicable law and to otherwise give effect to the intent of the Parties, and the remainder of this Agreement will be deemed valid and operative. No waiver by either Party of any provision of this Agreement will be effective unless set forth in writing and signed by

such Party. The failure by either Party to enforce against the other Party any term of this Agreement will not waive such Party's right to enforce against the other Party the same or any other such term in the future.

16. **Binding Effect; No Assignment; No Third-Party Beneficiary.** This Agreement is binding upon and inures to the benefit of the Parties, and may not be assigned by either Party without the consent of the other Party. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any third-party person as a third-party beneficiary.

17. **Time is of the Essence.** Time is of the essence with respect to the performance of each obligation under this Agreement.

→ what does this mean ?

18. **Calculation of Time Periods.** In computing each time period described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period will run until the end of the next day that is a business day. When used herein, the term "business day" means a day on which the University of Florida is open for business. Unless specifically referenced in this Agreement as a business day, all references to "days" mean calendar days.

19. **Governing Law; Forum.** This Agreement is governed by the substantive laws of the State of Florida. Every claim arising in connection with this Agreement must be brought and maintained in a state or federal court of competent jurisdiction sitting in Alachua County, Florida, and the Parties agree to submit to the personal jurisdiction of such court.

21. **Interpretation.** The headings contained in this Agreement are for convenience only and may in no way be held to explain or modify the meaning of the provisions of this Agreement. For all purposes of this Agreement, unless otherwise specified herein: (a) the words "hereof" and "herein" and words of similar import will be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (b) references to "Sections" will be deemed to refer to the designated provisions of this Agreement; (c) the words "include" or "including" will be deemed to be followed by the words "without limitation"; (d) the word "shall" imposes an obligation on the Party to which such word relates; (e) a statement that a Party may make a decision in its discretion means that the Party may make such decision in its sole and absolute discretion unless otherwise expressly modified; and (f) the word "person" will be deemed to include individuals, partnerships, firms, associations, limited liability companies and corporations or any other form of business entity.

22. **Sovereign Immunity.** Nothing in this Agreement may be deemed as either (a) the consent of University, County or the State of Florida or their agents and agencies to be sued, or (b) a waiver of any of University's, County's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*.

23. **Further Assurances.** Following Closing, each Party will execute and deliver such additional documents (not creating any obligations or imposing any expense in addition to those otherwise created hereunder) as the other Party may reasonably request from time to time to further effectuate this Agreement. This Section 23 will survive Closing.

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24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Agreement. To facilitate execution of this Agreement, the Parties may execute and exchange counterpart signature pages of this Agreement by electronic signature or e-mail.

[the remainder of this page is left blank,

see following page for signatures of Parties]

**IN WITNESS WHEREOF**, University and County have executed this Agreement as of the dates set forth below (the last of which dates will be the “**Effective Date**” of this Agreement).

Executed by University this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**UNIVERSITY:**

The University of Florida Board of Trustees,  
a public body corporate of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Executed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**COUNTY:**

Alachua County, Florida,  
a chartered county of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



EXHIBIT A

DEPICTION OF PROPERTY

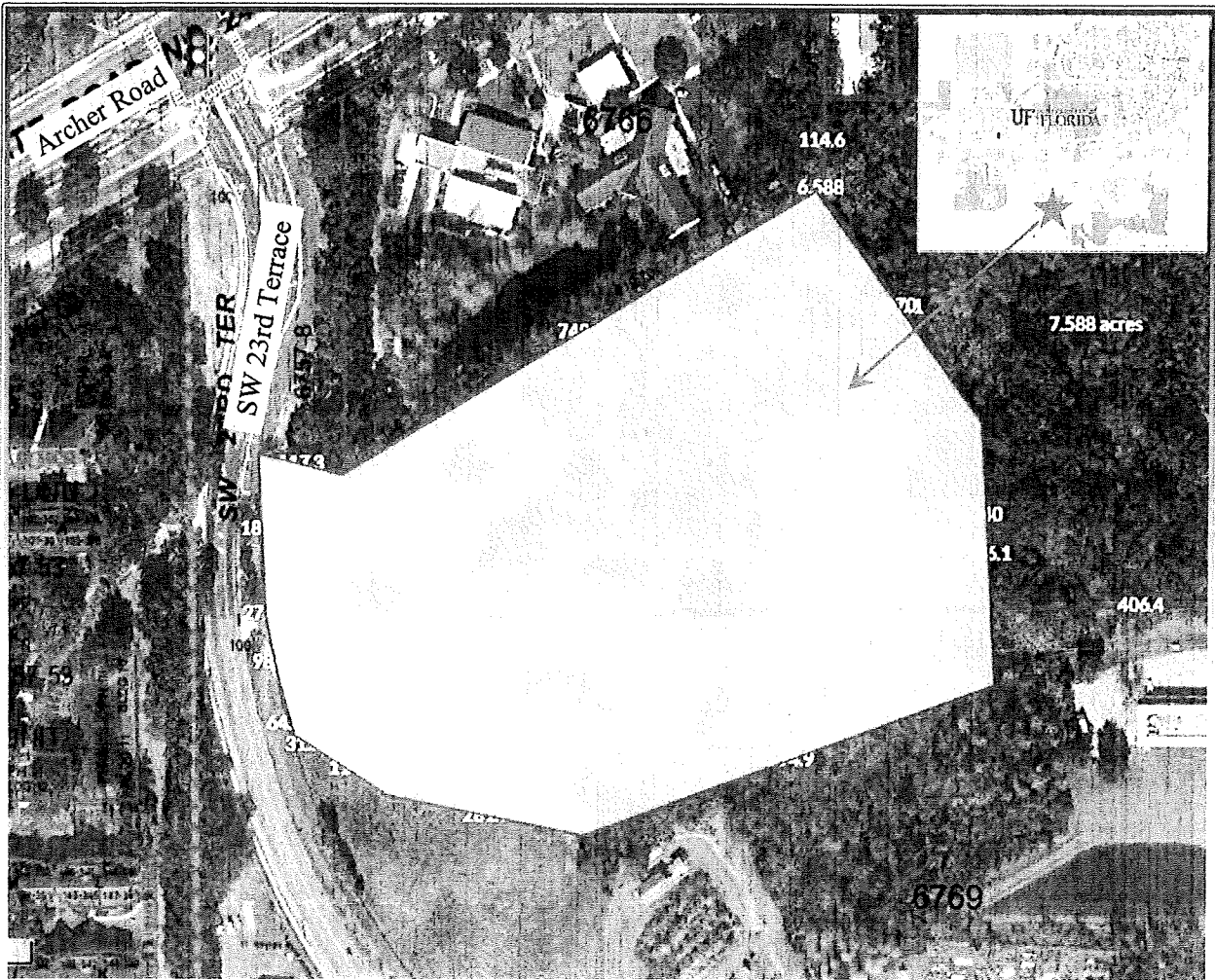
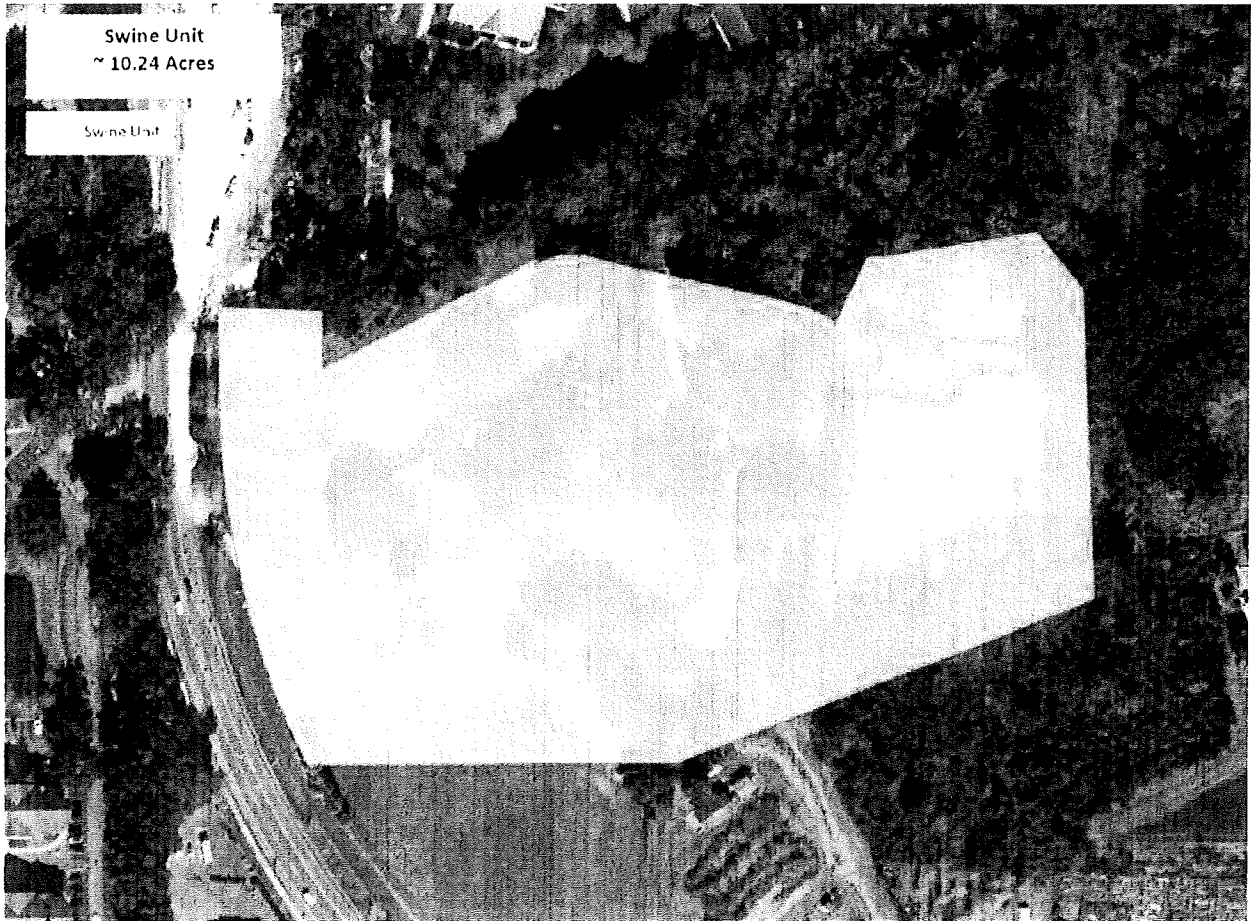


EXHIBIT A-1

DEPICTION OF SUBLEASED PREMISES



**EXHIBIT B**

**FORM OF SUBLEASE**

[See Attached]

\_\_\_\_\_, 2024

Ms. Michele Lieberman  
County Manager, Alachua County  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601

**RE: POTENTIAL SHELTER MEDICINE TRAINING PROGRAM AGREEMENT FOR THE  
ALACHUA COUNTY SHELTER IN GAINESVILLE, FLORIDA**

Dear Ms. Lieberman:

The University of Florida (“University”) and Alachua County (“County”) have a long-standing and valued relationship based on cooperation and mutual support. The University’s College of Veterinary Medicine is a top 10 program nationally and is the only veterinary medicine program in the State of Florida. The College provides leading-edge care to animal patients from throughout the Southeast and welcomes the opportunity to partner with Alachua County to provide such care in Alachua County while furthering the University’s education and research mission. We are pleased to present you with the following “Term Sheet” which sets forth the terms and conditions under which the University would be willing to enter into a programmatic agreement (the “Agreement”) with the County to conduct a shelter medicine training program at the County’s animal resources facility.

**Location:** 3400 NE 53rd Avenue, Gainesville, Alachua County, Florida 32609, or in such other location as is agreed by the University and the County.

**Commencement/  
Initial Schedule:** Because the University hires a veterinarian specifically to serve the County and does not currently have anyone in that role, clinical services will commence after the University hires a veterinarian and establishes a student clerkship schedule (estimated to be 3-4 months from signing). The County may designate a representative to participate as an advisor to the University in its hiring of a veterinarian to serve in that role. Student rotations will be conducted in 2-week increments.

**Regular Schedule:** One dedicated University veterinarian and one rotating cohort of students (up to 4 per rotation) will be on-site 40 hours per week (within 8am – 5pm window), 38 weeks per year (July – June), in 2-week increments designated by the University on an annual basis, provided that some on-site time will be dedicated to teaching rather than to the provision of clinical services. Some emergencies or special cases may be conducted after hours, in the University’s discretion. A sample rotation schedule is attached as Exhibit A.

**Standard of Care:** Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters, and other applicable law and University policies. In the event of any conflict among the rules constituting the Standard of Care, the highest standard will govern.

The students will be under the supervision of the University veterinarian. Because the students will be performing clinical services to fulfill their educational training requirements, the pace of performance by the University will be slower than is typical of an animal resources facility.

**University Services:**

Recognizing the University's teaching mission, each 2-week clerkship will provide an opportunity for students to satisfy the following learning outcomes:

1. Learn comprehensive wellness and preventative care protocols and rehabilitate animals with compromised health.
2. Perform cruelty case examinations, recordkeeping, nutrition, housing, and biosecurity.
3. Assess cat and dog behavior and develop behavioral treatment plans to assure animal welfare and public safety.
4. Perform spay / neuters and other common surgical procedures common to shelter medicine (wound repair, amputations, enucleations, lumpectomies, hernia repair and mastectomies).
5. Perform anesthesia, pain management protocols, preoperative physical examination and manage post-operative recovery.
6. Participate in rounds, shelter data analysis, zoonotic and species-specific infectious disease control, animal welfare assessment, facilities management, and public health and safety.

In furtherance thereof, the University will provide the following services while on-site:

1. Providing medical, surgical, and behavioral care to animals designated by the County veterinarian and approved by the University veterinarian ("Designated Animals").
2. Providing wellness care to Designated Animals, such as administering vaccinations, heartworm preventatives and anthelmintics, and medications.
3. Maintaining medical records for Designated Animals.
4. Reporting patient quality and safety reports to the University's Small Animal Chief Medical Officer.
5. Treating Designated Animals for complications arising from student procedures or treatments, including after hours and at other University facilities as needed.
6. Administering the clerkship program for students.
7. Providing consumables for students including suture, drapes and gowns.

For clarity, the University will NOT perform any kennel staff work, such as cleaning cages, nor any administrative functions associated with operating the animal resources facility.

**Additional Consulting Services:**

The University provides consulting services to animal resource facilities throughout the State of Florida on issues related to best practices. When requested by the County, the University may provide consulting services to the County at no additional charge as and when resources are available to do so.

**County Services:**

To enable the University to perform under this Agreement, the County will provide:

1. Dedicated space within the facility for the University to perform its services under the Agreement.
2. Equipment, medications, and like materials as needed by the Designated Animals (other than student consumables).

The County will also be solely responsible for the administrative and kennel functions of the County's facility and will operate both in a manner that is consistent with the Standard of Care, including the Animal Welfare Act and USDA Animal Care Policies.

**Meetings:**

At the beginning of each 2-week rotation, (i) the University veterinarian will provide the County with estimates as to the University's workload capacity for the rotation; and (ii) the County veterinarian and County shelter director will conduct an orientation for the students. The University veterinarian, Chair of the University's Department of Small Animal Clinical Sciences, the County veterinarian, and the County shelter director will also meet quarterly to discuss best practices, as well as any pending operational or other issues, including concerns about services provided by the University veterinarian.

**Costs and Compensation:**

**TBD** [In exchange for the provision of clinical services through the University's clerkship program, Miami-Dade County is responsible for 50% of the salary and fringe benefits of the University veterinarian dedicated to working at the County facility.]

*So, what again is the reason for the new facility being located on UF property if agreement can be non-renewed with one year's notice?*

**Term:** 1 year, with automatic one-year renewal unless either party gives the other party 1 year notice of non-renewal or the Agreement is otherwise terminated.

**Termination for Convenience:** The University schedules student clerkships on an annual basis and must provide faculty members (including the University veterinarian who will be hired to provide the services contemplated by the Agreement) with up to 12 months' notice prior to nonrenewal or termination. Accordingly:

*County pays even if the non-renewal is due to malpractice or moral turpitude?*

1. The County may terminate the Agreement: (i) before August 15<sup>th</sup> for termination as of the start of the next University Spring semester; (ii) before January 15<sup>th</sup> for termination as of the start of the next University Summer A/B/C semester; and (iii) before May 15<sup>th</sup> for termination as of the start of the next University Fall semester. Upon any such termination, the County will assume the entire cost of the salary of the University veterinarian until the applicable non-renewal date for such faculty member, and will reimburse University for 100% of the remaining value of the accrued leave earned by the University veterinarian. The amount owed by County will be reduced by the amount of actual revenues (if any) generated by the University veterinarian after such a termination.
2. The University may terminate the Agreement if the University veterinarian becomes permanently unavailable, provided that the University will use commercially reasonable efforts to replace such University veterinarian prior to terminating the Agreement. For clarity, the County will not be responsible for any of the cost

of the salary or accrued leave of the University veterinarian while such veterinarian is unavailable.

**Termination for Cause/  
Dispute Resolution:**

Recognizing the significant financial and operational harm that would arise from early termination of the Agreement, if either party believes the other party has materially breached the Agreement, the County Manager and Dean of the University's College of Veterinary Medicine will meet and confer in good faith to resolve the breach. **If the material breach cannot be so resolved, either party may terminate the Agreement on 120 days' notice.** Following such a termination by the County, the County will not be responsible for any of the cost of the salary or accrued leave of the University veterinarian. **Following such a termination by the University, the County will assume entire cost of the salary of the University veterinarian until the applicable non-renewal date for such faculty member and will reimburse University for 100% of the remaining value of the accrued leave earned by the University veterinarian.** The amount owed by County will be reduced by the amount of actual revenues (if any) generated by the University veterinarian after such a termination.

Material breach will be defined in the Agreement to mean: (1) a failure to comply with the Standard of Care that continues for more than 10 days after notice of such failure, or such longer period as may be reasonably required to cure the failure; and (2) a failure to perform a party's obligation under the Agreement that continues for more than 30 days after notice of such failure, or such longer period as may be reasonably required to cure the failure.

If Alachua County is agreeable to the terms and provisions in this Term Sheet, please have the appropriate person(s) sign a copy of the letter in the space provided below and scan/email to \_\_\_\_\_ on or before 5:00 p.m. EST, \_\_\_\_\_, 2024. **This Term Sheet is intended to be merely an expression of interest by the County and, notwithstanding anything herein to the contrary, shall in no event be deemed to constitute a binding contract or other legally enforceable obligation between University and County.**

Sincerely,

\_\_\_\_\_

University of Florida

By signing below, the County indicates its willingness to commence negotiation of an Agreement incorporating the above summarized terms, provided that the Agreement must be approved by The Board of County Commissioners to be effective:

ALACHUA COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*not in effect until  
completion of the An.  
Res. facility and  
commencement of  
intended use?*

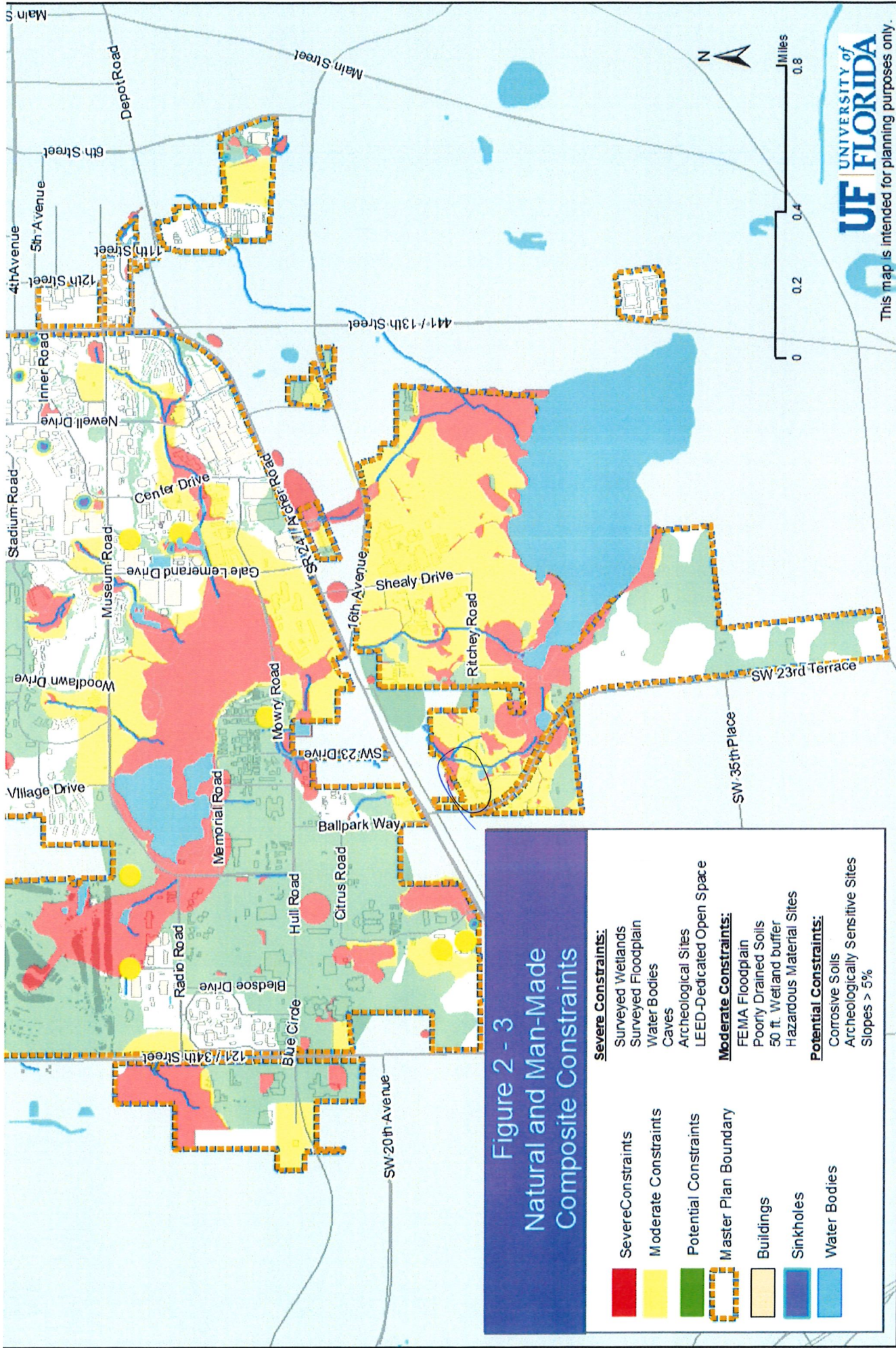
Cc: The Honorable Mary Alford, Chair, Board of County Commissioners  
Dr. Kent Fuchs, Interim President, University of Florida  
Dr. Joseph Glover, Interim Provost  
Dr. Dana Zimmel, Dean, UF College of Veterinary Medicine



**Exhibit A – Clerkship Schedule**

1 <sup>st</sup> week	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am-10:00am	<b>Introductions &amp; orientation:</b> Shelter Director, Shelter Veterinarian, UF Faculty	- HW Rounds - HW treatments - Surgery Rounds	- Post-op rechecks - Surgery	- Behavior observations- Post-op rechecks - Surgery	- Post-op rechecks - Behavior observations
10:00am-12:00pm	-Biosafety discussion - Shelter tour - Spay-neuter rounds	- Surgery	- Surgery	- Surgery	- Surgery
12:00-3:00 PM	- Anesthesia rounds - Spay/neuter demo surgery (1 dog neuter and 1 dog spay)	- Surgery	- Surgery	- Surgery	- Surgery
3:00pm-5pm	- Anesthesia recovery - Pre-op exams - Vet exams	- Anesthesia Recovery - Pre-op exams - Vet exams - Body Language Rounds (assign one dog per student for bodylanguage observation)	- Anesthesia Recovery - Pre-op exams - Vet exams - Behavior observations	- Anesthesia Recovery - Pre-op exams - 4 PM Dog behavior in shelter - lecture	- Anesthesia Recovery - Pre-op exams - Vet exams

2 <sup>nd</sup> week	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am-11:00am	- Behavior observations - HW treatments - Post-op rechecks - Surgery	- Post-op rechecks - HW treatments - Surgery	- Behavior observations - Post-op rechecks - Surgery	- Post-op rechecks - Surgery	- Post-op rechecks - Surgery - Anesthesia Recovery
11:00am-3:00pm	Surgery	Surgery	Surgery	Surgery	- Enrichment with VCOP
3:00pm-5pm	- Anesthesia Recovery - Pre-op exams - Vet exams	- Anesthesia Recovery - Pre-op exams - Vet exams	-Anesthesia Recovery - Pre-op exams - Vet exams	- Anesthesia Recovery - Pre-op exams - Vet exams - Behavior observations - Free Time to work on behavior presentation	- Behavior presentation - Final Rounds/Wrap up



**Figure 2 - 3**  
**Natural and Man-Made**  
**Composite Constraints**

<span style="color: red;">■</span> Severe Constraints	<b>Severe Constraints:</b>
<span style="color: yellow;">■</span> Moderate Constraints	Surveyed Wetlands
<span style="color: green;">■</span> Potential Constraints	Surveyed Floodplain
<span style="border: 1px dashed orange;">□</span> Master Plan Boundary	Water Bodies
<span style="background-color: yellow; border: 1px solid black;">□</span> Buildings	Caves
<span style="background-color: blue; border: 1px solid black;">□</span> Sinkholes	Archeological Sites
<span style="background-color: lightblue; border: 1px solid black;">□</span> Water Bodies	LEED-Dedicated Open Space
	<b>Moderate Constraints:</b>
	FEMA Floodplain
	Poorly Drained Soils
	50 ft. Wetland buffer
	Hazardous Material Sites
	<b>Potential Constraints:</b>
	Corrosive Soils
	Archeologically Sensitive Sites
	Slopes > 5%

This Sublease was prepared by:  
§{assigned}  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
Action No. §{actionId}

*Is this Exhibit B  
as referenced in the  
"Agreement for  
Ground Sublease?"*

OAS1  
[ +/- §{currentactionacreage} acres]

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

SUBLEASE AGREEMENT

Sublease Number 2734-027

THIS SUBLEASE AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The University of Florida Board of Trustees, a public body organized by the State of Florida hereinafter referred to as "SUBLESSOR" and, Alachua County, Florida, 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:

- 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 2734.
- 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".
- SUBLEASE TERM:** The term of this sublease shall be for a period of 30 years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this sublease.
- PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of \_\_\_\_\_

adoption and for secondary education, 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 Number 2734 between the TRUSTEES and SUBLESSOR dated February 18, 1971, 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 lease. 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 effective 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 effective date of 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**: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all reasonable times during normal business hours 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**: [See Special Condition I.]

12. **LIABILITY**: [See Special Condition J.]

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.

1  
What does this mean?

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**: *all financial records, too?* SUBLESSEE shall make available to the SUBLESSOR and TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and 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: The University of Florida Board of Trustees  
c/o Office of Real Estate  
Attn: Trevor Schneider, Assistant Vice President  
P.O. Box 113135  
Gainesville, FL 32611-3135  
Email: tschneider@ufl.edu

with a copy to: University of Florida Office of the Vice President and General Counsel  
Attn: Colt H. Little  
123 Tigert Hall  
P.O. Box 113125  
Gainesville, FL 32611-3125  
Email: coltl@ufl.edu

SUBLESSEE: \${recontactname}  
\${recontactaddress}  
\${recontactcity}, \${recontactstate} \${recontactzip}

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 either party breach any of the covenants, terms, or conditions of this sublease, the non-breaching party shall give written notice to the breaching party to remedy such breach within sixty days of such notice. In the event the breaching party fails to remedy the breach to the satisfaction of the non-breaching party within sixty days of receipt of written notice, the non-breaching party may either terminate this sublease and recover from the breaching party all damages the non-breaching party may incur by reason of the breach including, but not limited to, SUBLESSEE's amortized cost of planning, designing, permitting and constructing any and all improvements on the subleased premises, the cost of finding, leasing and relocating to a replacement property, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein.

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) <sup>flood zone? recharge Area?</sup> 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 within a reasonable period of time thereafter.

25. **SURRENDER OF PREMISES:** [See Special Condition M.]

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. *Bonds ?*
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. *Timeframe ?*
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. *electric, gas, water, sewer, Internet ?*
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. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like that are located within the subleased premises 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.

*So, if the county can't get all of those, will they get the \$3 million back ?*

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 Land Use 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.
39. **ELECTRONIC SIGNATURE:** This sublease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
40. **SPECIAL CONDITIONS:** The following special conditions shall apply to this sublease:

*[Remainder of page intentionally left blank; Signature page follows]*

*See document titled "Special Conditions"*

What is the course of action the county has to recover "rent" if both parties are in agreement to terminate the sublease?

**SPECIAL CONDITIONS:** The following special conditions apply to this Sublease Agreement. In the event of a conflict between one or more of these special conditions and one or more other provisions of this Sublease Agreement, these special conditions will control:

- A.) **RENT:** SUBLESSEE shall pay to SUBLESSOR, as rent for the subleased premises during the term, the sum of three million and 00/100 dollars (\$3,000,000.00) within thirty (30) days following the complete execution of this Sublease Agreement. (*#8,333.33/month*)
- B.) **CAMPUS MASTER PLAN:** The subleased premises are subject to the SUBLESSOR's Campus Master Plan and Campus Development Agreement pursuant to Sec. 1013.30, Florida Statutes, as well as all SUBLESSOR regulations, policies, and procedures pertaining to planning, land use, land management and development, as may be amended from time to time. For so long as the subleased premises remain subject to, and are incorporated into, SUBLESSOR's Campus Master Plan and Campus Development Agreement, those documents shall fulfill the requirement for the Land Use Plan specified under paragraph 7 herein. In the event the subleased premises are in the future not subject to or incorporated into the Campus Master Plan or the Campus Development Agreement, the requirements of paragraph 7 will apply. All mitigation and fair share requirements of the Campus Development Agreement are the responsibility of the SUBLESSOR.
- C.) **SUBLESSOR INITIAL WORK:** No later than sixty (60) days following commencement of the term of this Sublease Agreement (the "Removal Deadline"), SUBLESSOR shall, at its cost: (i) demolish and remove all existing vertical structures on the subleased premises and dispose of all debris arising therefrom in compliance with applicable law; and (ii) fill in the pond(s) on the subleased premises (collectively, the "Sublessor Work"). However, in no event will Sublessor Work include site work associated with preparing the subleased premises for vertical improvements, construction of the building pad, or any utility improvements. SUBLESSEE may inspect the Sublessor Work from time to time to confirm that it is being done in manner consistent with applicable law. SUBLESSEE hereby grants SUBLESSOR, and its agents and contractors, a royalty-free license to access the subleased premises until the Removal Deadline with people and machinery as needed to perform the Sublessor Work. If the Sublessor Work is not completed by the Removal Deadline, then SUBLESSEE will have the right to terminate this Sublease Agreement by written notice to SUBLESSOR, whereupon this Sublease Agreement will terminate, and the parties will have no further liability hereunder. (*Will the County get the \$3 million back?*)
- D.) **ADDITIONAL PROVISION REGARDING PURPOSE:** For clarity, and without limiting paragraph 4 of this Sublease Agreement, the following activities will be deemed to fall within the purpose of this Sublease Agreement to the extent they relate to veterinary care, to the provision of non-profit services to the public, or to an educational purpose:
- i. veterinary treatment and vaccinations, including orthopedic treatment, treatment of soft tissue injuries, dental care, forensic testing, general medical examinations and treatment, and radiological examination.
  - ii. microchipping and issuing county animal licenses.
  - iii. spay/neuter surgeries.
  - iv. surgeries conducted for educational purposes. (*on live animals?*)
  - v. veterinary laboratory.
  - vi. day camps for students interested in veterinary medicine.
  - vii. behavior training.
  - viii. animal control activities.
  - ix. veterinary isolation wards.
  - x. public adoption events.
  - xi. retail space to allow community to purchase "accessories" when adopting shelter animals, provided that the revenue is used solely for operation of the animal services facility on the subleased premises.
  - xii. public pet food pantry.
  - xiii. seminars and events designed to promote animal adoption and to educate the pet-owning community.
  - xiv. volunteer training.
  - xv. general administrative functions; and
  - xvi. other ancillary uses associated with animal shelters.

Many NE committees are involved and their decisions are not static.

DEP approve this? permits? covering contaminants?

*Will the county need to issue bonds for construction? Can they do so on subleased property?*

E.) **CONSTRUCTION FUNDING:** Prior to SUBLESSEE commencing any site work or construction activity, SUBLESSEE shall provide evidence satisfactory to SUBLESSOR (in its sole discretion) that SUBLESSEE has unrestricted access to cash and/or construction financing in an amount sufficient to pay 100% of the cost to complete the construction of all structures and improvements to be built or placed on the subleased premises.

F.) **ADDITIONAL PROVISIONS REGARDING PLACEMENT AND REMOVAL OF IMPROVEMENTS:** SUBLESSEE shall use the subleased premises subject to the following restrictions, covenants, and reservations:

- i. Subject to SUBLESSOR'S approval of the site plan for the animal resources facility, SUBLESSEE may construct an animal resources facility that includes offices, animal shelter structures, clinical space, outdoor space, and parking, including utility infrastructure, drainage systems, and public access.
- ii. All buildings, signage, and other improvements will be constructed at the sole cost and expense of SUBLESSEE.
- iii. All design, planning, and construction activities on the subleased premises are subject to those portions of the University of Florida's Design and Construction Standards (see <https://facilities.ufl.edu/projects/forms-standards/design-construction-standards/>) that relate to building code compliance, life safety compliance, site plan approval, permitting, inspections, and occupancy, as such standards may be amended from time to time. No building may be erected on the subleased premises until construction plans and specifications showing the location of the planned improvements have been approved in writing and permits have been issued by SUBLESSOR (by and through SUBLESSOR'S Division of Environmental Health & Safety (EH&S) and Facilities Services). SUBLESSEE must submit all plans and information that EH&S and Facilities Services request from time to time in connection with its approval, permitting, and inspection processes. SUBLESSEE must also submit its plans to such University committees as are required by University regulations or policies, including but not limited to the Lakes, Vegetation And Landscaping Committee and the Land Use Committee.
- iv. All construction documents shall be prepared by an architect and/or engineer licensed to practice in the State of Florida, and all construction work shall be done by a general contractor licensed by the State of Florida to perform such construction. Subject only to the foregoing, SUBLESSEE may select the architects, engineers, contractors, and construction managers who design and construct the animal resources facility. SUBLESSEE guarantees that the construction of the animal resources facility will be completed in substantial compliance with the construction documents approved by SUBLESSOR.
- v. No tree may be removed from the subleased premises without SUBLESSOR's prior written approval, and any approved tree removal is subject to SUBLESSOR's tree mitigation policy.
- vi. SUBLESSEE acknowledges and agrees that neither the State of Florida, TRUSTEES, SUBLESSOR, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the animal resources facility, nor for personal injury or death to any person, or damage to property because of having approved the construction documents, regardless of whether the construction documents contain defects of any kind or nature. Although neither TRUSTEES nor SUBLESSOR has any obligation to inspect the construction or various phases thereof of the animal resources facility at any time, if, at their option and for their own benefit, they, or either of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no inspections, neither TRUSTEES nor SUBLESSOR shall assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the construction documents in construction of the animal resources facility. If the general contractor deviates from the construction documents in construction of the animal resources facility, failure to inspect the construction of the animal resources facility or to object to such deviation at the time of any inspection shall not constitute approval by TRUSTEES or SUBLESSOR of such deviation or prohibit TRUSTEES or SUBLESSOR from thereafter requiring correction of the deviation so as to be in strict compliance with the construction documents.
- vii. In the event construction of the animal resources facility, as herein described, shall not commence within (2) two years, and/or substantial completion achieved within (4) four years, from the date of TRUSTEES' execution of this Sublease Agreement, SUBLESSOR, on demand, shall have the right

*Again, no time deadlines or time frames. Committees don't work on a regular basis -*

*Another UF committee*

to terminate the Sublease Agreement by written notice to SUBLESSEE. If SUBLESSOR so elects to terminate the Sublease Agreement, then: (a) the Sublease Agreement will terminate as of the date of SUBLESSOR'S notice and the parties will have no further rights or obligations under the Sublease Agreement except for those that survive termination; and (b) SUBLESSOR will, within 30 calendar days, refund to SUBLESSEE the rent remaining after deduction of: (1) SUBLESSOR'S out of pocket costs incurred in obtaining a survey of the subleased premises, in performing the Sublessor Work, and in otherwise performing its obligations under the Sublease Agreement and under the Agreement for Ground Sublease between SUBLESSOR and SUBLESSEE dated \_\_\_\_\_, and a detailed and itemized list of said out of pocket costs shall be furnished to SUBLESSEE along with invoices, receipts or other documentation sufficient to prove each and every out of pocket cost charged against the rent; and (2) an amount equal to \$8,333.33 per month for the period commencing on the date of the Sublease Agreement and ending on the date of termination as compensation for SUBLESSOR granting use of the subleased premises to SUBLESSEE during the period preceding termination, and not as a penalty.

So, would this include UF's demolition costs of the swine unit?

**G.) ADDITIONAL PROVISION REGARDING MAINTENANCE OF IMPROVEMENTS:** SUBLESSEE will maintain the animal resources facility constructed on the subleased premises in good and safe condition and repair at all times, excepting only damage by ordinary wear and tear and casualties beyond its control. SUBLESSEE shall promptly make all repairs to the animal resources facility that may be necessary including, but not limited to, those made necessary because of misuse or neglect by SUBLESSEE or its agents, employees, guests or invitees who may be in, on, or around the subleased premises and animal resources facility. All repairs must be done in a good and workmanlike manner in compliance with all applicable building and safety codes, including EH&S requirements and those portions of the University of Florida's Design and Construction Standards referenced in paragraph F of these Special Conditions. SUBLESSEE shall also be responsible for installation and maintenance of landscaping on the subleased premises commensurate with the landscaping of nearby lots and the plans approved by SUBLESSOR. The subleased premises must at all times be kept in a neat and clean condition and SUBLESSEE shall not permit the creation or maintenance of any nuisance, or any unsafe or hazardous condition on the subleased premises or in or on the animal resources facility. Necessary or desired maintenance of, or repairs to, any improvements located on the subleased premises must be made by qualified contractors. Should SUBLESSEE fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the subleased premises or in or around the animal resources facility, or fail to take steps necessary to remove any nuisance, SUBLESSOR may make any such repairs and correct or remove any hazardous or dangerous condition, or remove any nuisance and charge the cost thereof to SUBLESSEE, who, promptly upon demand, shall pay the cost thereof to SUBLESSOR or be deemed in default hereunder.

Again, no time frame for response -

dogs barking?

More UF committees and department

**H.) TRAFFIC REGULATION:** Nothing contained in this Sublease Agreement may be construed to limit or restrict the right of SUBLESSOR to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on, the subleased premises to the same extent as SUBLESSOR presently has or hereafter may have to regulate the use of such areas.

**I.) REPLACEMENT PROVISION REGARDING INSURANCE:** Paragraph 11 of this Sublease Agreement is hereby deleted in its entirety and replaced with the following: During the term of this Sublease Agreement, SUBLESSEE 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 subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this Sublease Agreement immediately upon erection of any structures as allowed under this Sublease Agreement. A copy of said form and immediate notification in writing of any erection or removal of improvements on the subleased premises and any changes affecting the value of the improvements must 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.

More staff time -

**J.) REPLACEMENT PROVISION REGARDING LIABILITY:** Paragraph 12 of this Sublease Agreement is hereby deleted in its entirety and replaced with the following: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR or the State of Florida pertaining to SUBLESSEE'S responsibility under this Sublease Agreement or arising out of SUBLESSEE'S activities on or about the subleased premises. 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. 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.

K.) **ADDITIONAL PROVISION REGARDING UTILITY FEES:** SUBLESSEE will secure all gas, electricity, water, and sewer utilities through GRU and will therefore be exempt from SUBLESSOR'S RCM Tax.

L.) **ADDITIONAL PROVISION REGARDING ARCHAEOLOGICAL AND HISTORIC SITES:** The subleased premises are subject to SUBLESSOR's Programmatic Memorandum of Agreement (the "MOA") with the Florida Department of State's Division of Historical Resources, as the same may be amended or updated from time to time. For so long as the subleased premises remain subject to the MOA, that document shall fulfill the requirements of paragraph 36 herein; in the event the subleased premises are in the future not subject to the MOA, the requirements of paragraph 36 shall apply. Notwithstanding the foregoing, in the event SUBLESSEE discovers any archaeological or historical artifacts or sites on the subleased premises at any time, it shall refrain from collecting or disturbing such artifacts and/or sites and shall promptly notify the SUBLESSOR and the Division of Historical Resources of such discovery.

M.) **ADDITIONAL PROVISION REGARDING SURRENDER OF PREMISES:** Notwithstanding paragraph 25 of this Sublease Agreement, upon expiration or earlier termination of the Sublease, SUBLESSEE, at its sole cost and expense, must demolish and remove all then-existing improvements on the subleased premises and dispose of all debris arising therefrom in compliance with applicable law.

N.) **EXTENSION OPTION:** SUBLESSOR hereby grants to SUBLESSEE the following options to extend the term of this Sublease Agreement:

- i. SUBLESSEE will have the right to extend the term of this Sublease Agreement through January 31, 2073 for consideration of (10) ten dollars, by written notice to SUBLESSOR given 12 months to 24 months prior to expiration of the initial term of this Sublease Agreement.
- ii. If the term of the TRUSTEES' Lease No. 2734 is extended beyond January 31, 2073, then SUBLESSEE will have the right to extend the term of the Sublease through the earlier of: (a) January 31, 2083; or (b) the new date on which the term of TRUSTEES' Lease No. 2734 will expire, for consideration of (10) ten dollars. To exercise the foregoing extension option, SUBLESSEE must give SUBLESSOR written notice of exercise of its right to extend the term no earlier than 24 months and no later than 12 months prior to the expiration of the first extension of the term of this Sublease Agreement.

SUBLESSEE will not be entitled to exercise either of the foregoing options if, at the time of SUBLESSEE'S giving of an extension notice or at the commencement of the applicable extension to the term, SUBLESSEE is then in default under this Sublease Agreement. All the terms, covenants and conditions of this Sublease Agreement will continue in full force and effect during any extension of the term. If SUBLESSEE fails to timely exercise any extension option or is not entitled to exercise any extension option, the extension option and any remaining extension options will be void and of no further force or effect.

*Does this include removing city gas, water, electric and sewer connections, and internet connections?*