

## 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 (“**TIITF**”) 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. TIITF leases, *inter alia*, the above-described real estate to University under that certain Lease Agreement No. 2734.

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 generally 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 generally 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, TIITF 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 2(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.

(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 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.

(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.

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. **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.

6. **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:

(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) County's receipt of all Approvals;

(iii) DEP will have approved County's request to sublease the Subleased Premises, including the form of the Sublease; and

(iv) 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.



Attn: Colt H. Little  
123 Tigert Hall  
P.O. Box 113125  
Gainesville, FL 32611-3125  
Email: coltl@ufl.edu

If to County: Alachua County, Budget & Fiscal Services  
12 SE Main St  
Gainesville, Fl. 32601  
Attn: Assistant County Manager, Tommy Crosby  
Email: tcrosby@alachuacounty.us

with a copy to: Alachua County, County Attorney Office  
12 SE Main St  
Gainesville, Fl. 32601  
Attn: Sylvia E. Torres  
Email: storres@alachuacounty.us

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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.

18. **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.

20. **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.

21. **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*.

22. **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 22 will survive Closing.

23. **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.

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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 \_\_\_\_\_, 2026.

**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 \_\_\_\_\_, 2026.

**ALACHUA COUNTY:**

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

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

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

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

**ATTEST**

\_\_\_\_\_

J.K. “Jess” Irby, Esq., Clerk

(SEAL)

**APPROVED AS TO FORM**

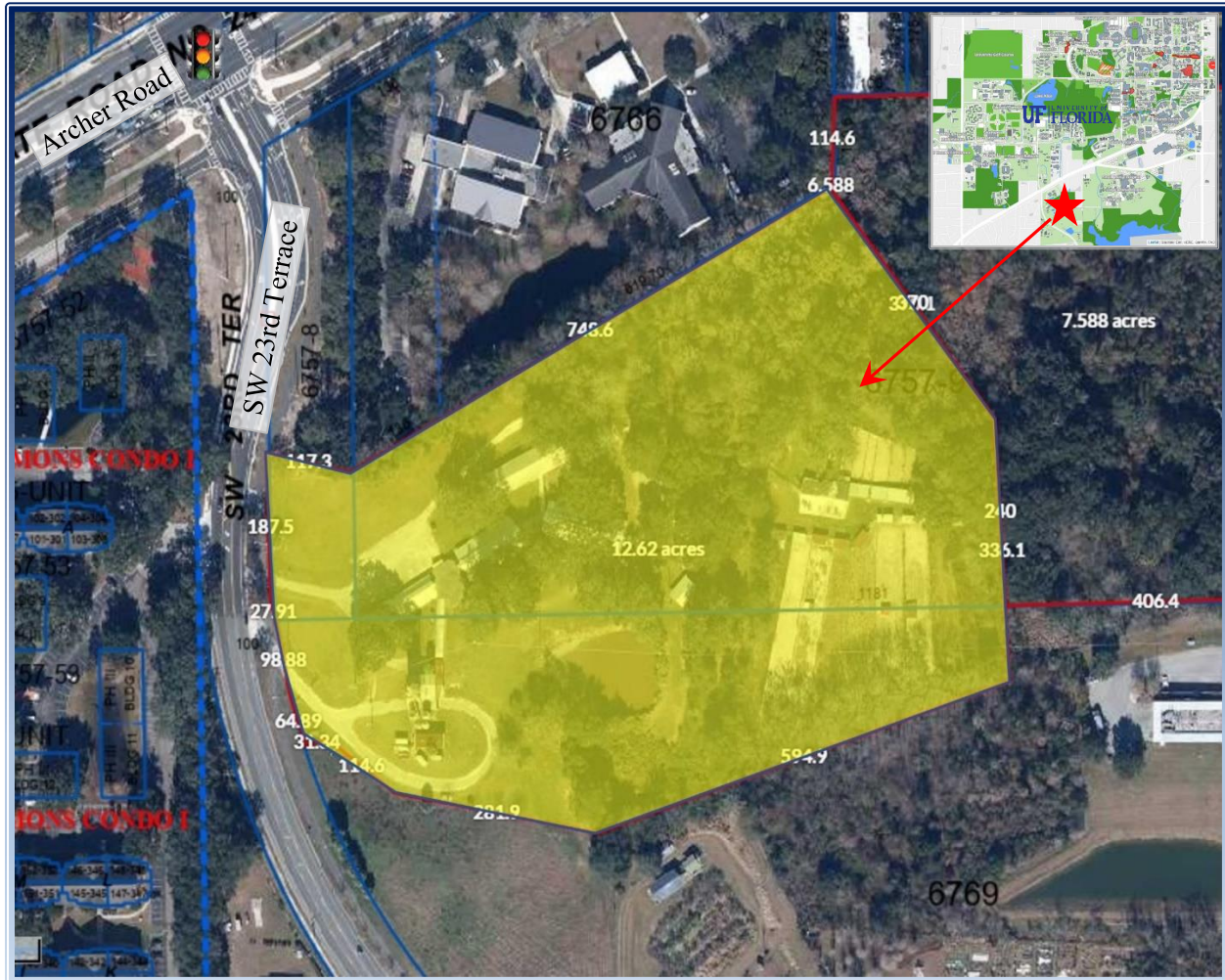
\_\_\_\_\_

Alachua County Attorney's Office

DRAFT

**EXHIBIT A**

**DEPICTION OF PROPERTY**



**EXHIBIT A-1**

**DEPICTION OF SUBLEASED PREMISES**



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**EXHIBIT B**

**FORM OF SUBLEASE**

[See Attached]

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