

EXHIBIT B

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}

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 corporate of the State of Florida, hereinafter referred to as "SUBLESSOR" and, **Alachua County, Florida**, a chartered county of the State of Florida, hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number **2734**.
2. **DESCRIPTION OF PREMISES**: The property subject to this sublease agreement, is situated in the County of **Alachua**, State of Florida and is more particularly described in **Exhibit "A"** attached hereto and hereinafter referred to as the "Subleased Premises".
3. **SUBLEASE TERM**: The term of this sublease shall be for a period of **30** years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this sublease.

4. **PURPOSE**: SUBLESSEE shall manage the Subleased Premises only for the establishment and operation of an animal services facility (including shelter structures and outdoor space) dedicated to support for stray and unwanted animals awaiting adoption and for veterinary education, along with other related uses necessary for the accomplishment of this purpose, as more particularly set forth in Special Conditions D and F, and as designated in the Land Use Plan required by paragraph 7 of this sublease.

5. **CONFORMITY**: This sublease conforms to all terms and conditions of TRUSTEES' Lease Number **2734** between the TRUSTEES and SUBLESSOR dated February 18, 1974, as amended from time to time, a copy of which is attached hereto as **Exhibit "B"**, and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the Subleased Premises or any use thereof not in conformance with this sublease.

6. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the Subleased Premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. **LAND USE PLAN**: Special Condition B fulfills the requirement for the Land Use Plan specified under this paragraph 7. 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 this paragraph 7 will apply. 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 taxes and assessments 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. Nothing herein shall be deemed a waiver of SUBLESSEE'S sovereign immunity.

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

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

16. **NON-DISCRIMINATION:** As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Subleased Premises or upon lands adjacent to and used as an adjunct of the Subleased Premises.

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

18. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the 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: Alachua County, Budget & Fiscal Services
Attn: Assistant County Manager, Tommy Crosby
12 SE Main St.
Gainesville, Fl. 32601
Email: tcrosby@alachuacounty.us**

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

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) 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 N.

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

27. **SOVEREIGNTY SUBMERGED LANDS**: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the Subleased Premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Subleased Premises including, but not limited to, mortgages or construction liens against the Subleased Premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the Subleased Premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

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

33. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

34. **MAINTENANCE OF IMPROVEMENTS:** SUBLESSEE shall maintain the real property contained within the Subleased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. 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.

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]