

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 4, 2022 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Assignment and Assumption of Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State"), for the state-owned real property located at 1837 and 1839 East Main Street in the City of Pahokee.

Summary: On September 14, 2021, the Board of County Commissioners (Board) adopted a resolution (R2021-1232) requesting an assignment of lease from the State for the state-owned real property located at 1837 and 1839 East Main Street in the City of Pahokee. The property is improved with an approximately 3,600 square foot single story building, 31 vehicular parking spaces, an approximately 320-foot tall communication tower, and other various site improvements. The existing building was most recently occupied by the Florida Department of Health Palm Beach County (FDOH PBC) as a community clinic. The clinic is no longer in active operation and FDOH PBC desires to assign its existing lease of the property to Palm Beach County for its use and management of the facility for delivery of County services. Approval of this item will assign the existing Lease Agreement to the County under the same terms and conditions that applied to FDOH PBC thru the December 4, 2057 term of the Lease. There is an annual \$300 administrative fee required by the Lease, and the County would be responsible for the cost of all utilities, operations, maintenance and improvements. (FDO Admin) District 6 (MWJ)

Background and Justification: Based upon a professional condition assessment of the property, less the communication tower that would remain the responsibility of the Florida Forest Service (FFS), FDO identified the ability to adaptively reuse the existing improvements for County service delivery. Various improvements are needed or recommended for preservation of the asset, consistency with modern standards, compliance with current regulations, and/or to respond to the operational needs for use by the Animal Care and Control Division (ACC) and Palm Beach County Sheriff's Office (PBSO). ACC operations will be limited to clinic-type needs, akin to a veterinary spay/neuter clinic; construction of external kennels is not being considered as to not disrupt the residential nature of the neighborhood. Accommodations would also be made for a PBSO District 12 field station to replace a City-owned facility that was removed from service due to structural damage and return PBSO personnel to their assigned patrolling and service area. Per the City of Pahokee's regulations, the property is zoned Single Family Mixed Used (SFMU) which permits it to be used for public safety facilities operated by public agencies. Public outreach conducted by FDO has concluded with unwavering support for the County's assumption of the Lease and use of the premises by ACC and PBSO as described. FDO's Capital Improvement Plan (CIP) includes \$250,000 for professional design services in the current fiscal year with \$2.25M planned in FY2023 for permitting and construction of improvements. The State intends to simultaneously assign a leasehold interest to FFS for the existing communication tower and improvements directly related thereto in order to allow FFS to continue its existing equipment operations on the tower. The Lease extends thru December 4, 2057.

Attachments:

- 1. Location Map
- 2. Resolution No. 2021-1232
- 3. Acceptance of Assignment and Assumption of Lease Number 4564

Recommended By: [Signature] Department Director Date: 12/21/2021

Approved By: [Signature] for County Administrator Date: 12/29/2021

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	<u>\$300</u>	<u>\$300</u>	<u>\$30,712</u>	<u>\$31,933</u>	<u>\$33,191</u>
External Revenues					
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$300</u>	<u>\$300</u>	<u>\$30,712</u>	<u>\$31,933</u>	<u>\$33,191</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Does this items include use of federal funds? Yes _____ No X

Budget Account No: Fund 0001 Dept 410 Unit 5290 Object Various _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

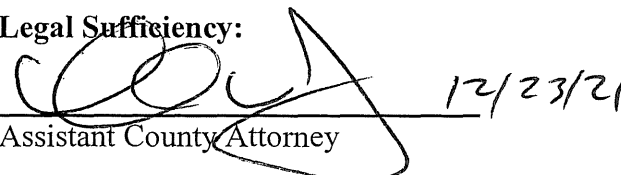
The projected fiscal impacts for utilities, maintenance and an annual administrative fee are reflected in Section II.A. above, and are based upon facilities of a similar size, location and use as the subject real property. All fiscal impacts will be paid from the General Fund, except for planned improvements that will be funded from the Public Building Improvement Fund identified in the FY 2022 CIP budget and projected FY 2023 CIP budget.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB 12-10-21 MG 12/18/21	 Contract Development and Control
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B. Legal Sufficiency: 
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

Location Map



ATTACHMENT 2

RESOLUTION NO. 2021-1232

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REQUESTING AN ASSIGNMENT OF LEASE FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS, FOR THE STATE-OWNED REAL PROPERTY LOCATED AT 1837 AND 1839 EAST MAIN STREET IN THE CITY OF PAHOKEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Environmental Protection, Division of State Lands (hereinafter "State Lands"), administers the assignment of leases for real property owned by the State of Florida; and

WHEREAS, the Florida Department of Health Palm Beach County (FDOH PBC) holds a Lease Agreement (Lease Number 4564) with the State of Florida for state-owned real property located at 1837 and 1839 East Main Street in the City of Pahokee; and

WHEREAS, FDOH PBC no longer actively operates the facility from its leased premises at 1837 and 1839 East Main Street in the City of Pahokee and has identified the County as a potentially interested party; and

WHEREAS, the County has identified an opportunity to repurpose the facility for delivery of County services; and

WHEREAS, the Board of County Commissioners finds it to be in the best interest of the County to lease the state-owned real property located at 1837 and 1839 East Main Street in the City of Pahokee for County service delivery.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Board of County Commissioners hereby requests that State Lands assign the County a lease for the state-owned real property located at 1837 and 1839 East Main Street in the City of Pahokee for the remaining duration of the Lease Agreement with FDOH PBC (Lease Number 4564), which extends to December 4, 2057. The assignment shall be subject to final approval by the County.

SECTION 3. This Resolution shall become effective upon passage.

The foregoing Resolution was offered by Commissioner Weiss, who moved its adoption. The motion was seconded by Commissioner Weinroth, and upon being put to a vote, the vote was as follows:

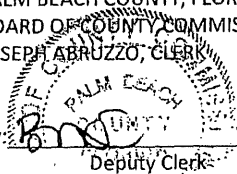
Commissioner Dave Kerner, Mayor	<u>Aye</u>
Commissioner, Robert S. Weinroth Vice Mayor	<u>Aye</u>
Commissioner Maria G. Marino	<u>Aye</u>
Commissioner Gregg K. Weiss	<u>Aye</u>
Commissioner Maria Sachs	<u>Aye</u>
Commissioner Melissa McKinlay	<u>Aye</u>
Commissioner Mack Bernard	<u>Aye</u>

The Mayor thereupon declared the Resolution duly passes and adopted this 14th day of September, 2021.

APPROVED AS TO FORM AND
ITS LEGAL SUFFICIENCY

By: 
County Attorney

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
JOSEPH ABRUZZO, CLERK

By: 
Deputy Clerk

This Assignment and Assumption of Lease was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 43625
AOL1

**BOARD OF TRUSTEES OF THE INTERNALIMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

ASSIGNMENT AND ASSUMPTION OF LEASE NUMBER 4564

Assignment

The **STATE OF FLORIDA DEPARTMENT OF HEALTH** ("ASSIGNOR" and "LESSEE"), for value received, does, subject to written consent of the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("LESSOR"), hereby assign, transfer and convey 100% of its right, title, and interest vested under Lease Number 4564, dated December 5, 2007 (the "Lease"), by and between LESSOR and ASSIGNOR, as LESSEE, attached hereto as Exhibit "A" and by this reference made a part hereof, to **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida ("ASSIGNEE"), for and during the remainder of the term of the Lease and all renewals thereof, subject to the full payment of fees and the performance of all covenants, conditions, and provisions required to be performed by LESSEE under the terms of the Lease, and subject to the conditions and provisions therein set forth.

This assignment and assumption 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.

STATE OF FLORIDA DEPARTMENT OF HEALTH

By: _____ (SEAL)
Robert Herron, Director of Administration

**"ASSIGNOR"
and
"LESSEE"**

ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF LEASE NUMBER 4564

Palm Beach County, Florida, a political subdivision of the State of Florida, ("ASSIGNEE"), in consideration of the foregoing Assignment, subject to written consent of LESSOR, does hereby accept assignment of the LEASE, and assumes and agrees for the benefit of LESSOR to make all payments, and agrees to perform all covenants, agreements, conditions and provisions of the Lease. Further, ASSIGNEE agrees that it, its successors and assigns shall be bound for the due performance herein in the same manner as was ASSIGNOR, as the original LESSEE named in the Lease, for and during the remainder of the term of the Lease and all renewals thereof. This Acceptance of Assignment by ASSIGNEE, and ASSIGNEE's assumption of all obligations set forth herein, shall be effective as of the date of LESSOR's consent, as set forth below.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

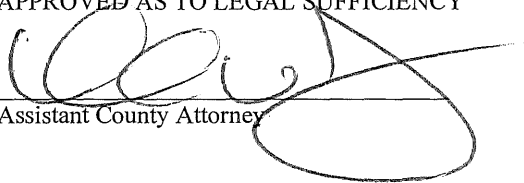
(SEAL)

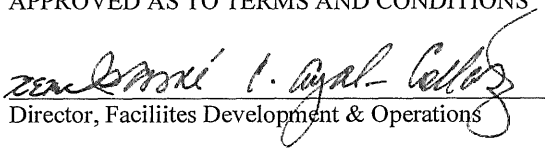
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS


Assistant County Attorney


Director, Facilities Development & Operations
"ASSIGNEE"

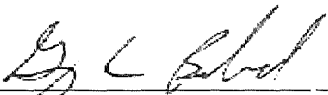
Consent

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

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

APPROVED SUBJECT TO PROPER EXECUTION

By: _____
Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection, as
agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida

By:  _____
DEP Attorney Date 11-30-2021

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

LEASE AGREEMENT

Lease Number 4564

This lease is made and entered into this 5th day of December 2007, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF HEALTH, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by state agencies which may properly use and possess them for the benefit of the people of the State of Florida;

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years commencing on December 5, 2007 and ending on

December 4, 2057, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for public health purposes and other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE in any matter pertaining to this lease.
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR 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 leased premises. LESSEE shall not proceed with development of said leased 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 LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased 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 LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR.

The Land Use Plan prepared under this lease 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.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: 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.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease 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 Division of Historical Resources of the State of Florida Department of State. The Land Use Plan prepared pursuant to Section 253.034, Florida Statutes, 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 leased premises.

12. EASEMENTS AND SUBLEASES: This lease is for the purposes specified herein and all easements of any nature including, but not limited to, utility easements are expressly prohibited and all subleases of any nature are expressly prohibited without the prior written approval of LESSOR. Any easements or subleases not approved in writing by LESSOR shall be void and without legal effect.

13. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

14. SURRENDER OF PREMISES: Upon termination or expiration of this lease LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

15. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

16. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

17. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

18. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR 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 LESSOR. Removable equipment

and removable improvements placed on the leased premises by LESSEE, which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased 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. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

22. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease 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 LESSOR of

any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE 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 leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

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

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE 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 leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "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 LESSEE'S failure to comply with this paragraph, LESSEE 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 leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased 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. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE 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 LESSEE'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, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased 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 leased premises.

29. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated.

This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

30. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

31. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE 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.

32. TIME: Time is expressly declared to be of the essence of this lease.

33. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

34. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no

way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

35. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

36. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

Robert Smith
Witness

Robert Smith
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

By: Gloria C. Barber (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION STATE LANDS, STATE OF FLORIDA DEPARTMENT ENVIRONMENTAL PROTECTION

"LESSOR"

APPROVED AS TO FORM AND LEGALITY

By: _____
Gary L. Heiser, DEP Attorney

Date: _____

The foregoing instrument was acknowledged before me this 5 day of December, 2007, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection. She is personally known to me.



ALEXANDRA ALEXANDRE
Commission DD 637056
Expires February 6, 2011
Bonded Third Party Fish Insurance 859-988-7019

Alexandra Alexandre
Notary Public, State of Florida

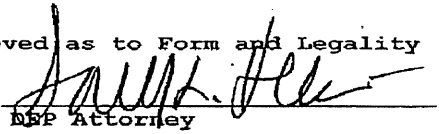
Alexandra Alexandre
Print/Type Notary Name

~~Commission Number:~~

~~Commission Expires:~~

Approved as to Form and Legality

By:


BPP Attorney

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Lease No. 4564

R08/07
Page 14 of 1166
Assignment and Assumption of Lease Number 4564

STATE OF FLORIDA DEPARTMENT OF HEALTH

Oliver Bloss
Witness
Elena B. Rodriguez
Print/Type Witness Name
Donna Wheeler
Witness
Donna J. Wheeler
Print/Type Witness Name

By: *Ana Maria Viante Ros* (SEAL)
ANA MARIA VIANTE ROS
Print/Type Name
Title: *State Surgeon General*
"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this *27th*
day of *November* 20 *07*, by *Ana Maria Viante Ros*,
as *State Surgeon General* on behalf of the
State of Florida Department of Health. He/She is personally known to
me or who has produced _____ as identification.

Sheri Harrod
Notary Public, State of Florida
Sheri Harrod
Print/Type Notary Name

Commission Number:
Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL 1: That part of Lot 5, less the Southwesterly 100 feet thereof, and the Southwesterly 80 feet of Lot 4, Block 3, lying Northwesterly of the Northwesterly right of way of State Road 15 (also known as East Main Street, Pahokee, Florida) of the Subdivision of Section 8, Township 42 South, Range 37 East, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 7, Page 29.

PARCEL 2: Lot C5, less the Southwesterly 100 feet thereof, and the Southwesterly 80 feet of Lot C4, Block 3, of the Trustees of the Internal Improvement Fund of the State of Florida, Supplemental Plat of Fractional Section 5, 8 and 17, Township 42 South, Range 37 East, as adopted by the said Trustees on January 3, 1928, and on file in the office of said Trustees at Tallahassee, Florida.

That part of the Southwesterly 100 feet of Lot C5 and Lot 5 situated North and West of State Road 15, according to a subdivision of Section 8, Township 42 South, Range 37 East, recorded in Plat Book 7, Page 29 of the public records of Palm Beach County, Florida.