

Attachment 1 – Location Map



**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY AND THE UNIVERSITY OF FLORIDA BOARD
OF TRUSTEES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this ___ day of May, 2022, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The University of Florida Board of Trustees, a public body corporate, for and on behalf of its Institute of Food and Agricultural Sciences, hereinafter referred to as the UNIVERSITY.

RECITALS

WHEREAS, the COUNTY owns the Mounts Botanical Gardens of Palm Beach County (“Mounts”), which is situated on 15 acres west of the Palm Beach County International Airport and Military Trail; and

WHEREAS, the COUNTY and UNIVERSITY, through its Institute of Food and Agricultural Sciences (UF/IFAS), have historically partnered at Mounts through the Palm Beach County Cooperative Service to provide mutually beneficial educational, agricultural, and community services to County residents engaged in agriculture, horticulture, human sciences, and youth development; and

WHEREAS, there exists an approximately four (4) acre parcel of land containing a building, commonly known as the Department of Highway Safety and Motor Vehicles (DMV) Building, immediately adjacent to Mounts; and

WHEREAS, the COUNTY originally owned all four (4) acres, but in 1955 conveyed 2 of the 4 acres to the State Department of Public Safety, for development of a Florida Highway Patrol Station (the “Public Safety Property”); and on April 20, 1971 leased the other two (2) acres to the State DMV for the express and exclusive use as a State Driver’s License Examining Office and Driver’s Course (the “DMV Lease”; R71-122); and

WHEREAS, in 2015, the DMV office was closed and the State no longer uses the property in any capacity; and

WHEREAS, the DMV Lease expired on April 15, 2021; and

WHEREAS, the COUNTY has had a long-standing interest in re-acquiring the Public Safety Property for the expansion of Mounts, but the State has been unwilling to re-convey the property without being provided compensation; and

WHEREAS, the UNIVERSITY has agreed to lease the Public Safety Property from the State, if possible, and provide County with the use of the two (2) acres in furtherance of the mission and educational and programmatic goals of the County and UF/IFAS through the Palm Beach County Cooperative Service; and

WHEREAS, the UNIVERSITY and COUNTY seek to set forth the understandings and responsibilities of the use of the Public Safety Property.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

1. **Recitals.** The foregoing recitals are true and correct, and incorporated herein by reference.
2. **Purpose of MOU.** The purpose of this MOU is to establish (a) the process by which the parties will cooperate to provide the COUNTY with use of the Public Safety Property as part of an expansion of Mounts, as further depicted in **Exhibit "A"** ("Premises"), which is attached hereto and incorporated herein; and (b) the terms of a sublease between University and County.
3. **State Lease.** The State has approved a long-term lease (50 years) with University on the Premises and has provided a lease document ("Master Lease") for University execution. Upon full execution of this MOU, University will promptly execute the Master Lease with the State.
4. **Commencement Date and Duration of MOU.** This MOU shall commence and become effective and binding on the date the parties have fully executed this MOU ("Commencement Date"). This MOU shall automatically terminate if: (1) UNIVERSITY fails to consummate the Master Lease with the State within ninety (90) days after the Commencement Date; (2) UNIVERSITY enters into a sublease with COUNTY; or (3) COUNTY fails to consummate the sublease upon the terms and conditions provided for herein.
5. **UNIVERSITY Sublease to COUNTY.** UNIVERSITY shall enter into the Master Lease with the State, and enter into a sublease with COUNTY, provided that (a) the sublease shall be coterminous with the Master Lease; (b) COUNTY submits the appropriate application documents to the State and receives sublease approval by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and (c) COUNTY agrees to be bound to the sublease provided by the State on its standard sublease document, attached hereto as Exhibit "B" with County's proposed changes to the insurance and indemnity provisions, or a substantially similar sublease with comparable terms and conditions. The sublease shall have an effective date as of the date of the Master Lease.

Terms and Conditions. Upon full execution of the Master Lease, COUNTY shall assume all costs associated with the Premises, including but not limited to building repair and maintenance, landscaping, insurance, security, garbage and debris removal. The Premises will be delivered to, and accepted by, COUNTY in their "AS IS" condition and without any warranty or representation, express or implied, as to condition or suitability for COUNTY'S purposes, whatsoever. UNIVERSITY shall not be obligated to contribute toward any costs associated with the Premises.

6. **Entire Understanding.** This MOU and any exhibits hereto constitute all agreements, conditions and understandings between COUNTY and UNIVERSITY concerning the sublease and use of the Premises. All representations, either oral or written, shall be deemed to be merged into this MOU. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this MOU shall be binding upon COUNTY or UNIVERSITY unless reduced to writing and signed by them.

7. Non-Discrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the UNIVERSITY warrants and represents that throughout the term of the MOU, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the MOU.

8. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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IN WITNESS WHEREOF, the undersigned parties have approved this Memorandum of Understanding.

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

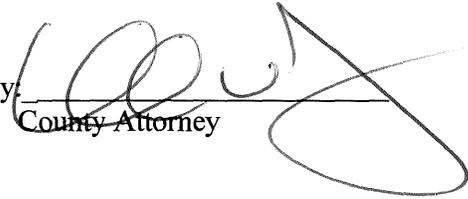
**PALM BEACH COUNTY, a political
subdivision of the state of Florida**

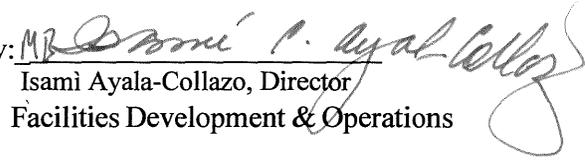
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES, a public body
corporate**

By: j. scott angle
Scott Angle, Vice President

By: Trevor Schneider
Trevor Schneider
Director, Office of Real Estate

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: Susan Goffman
University Attorney

Exhibit "A"

571 N. Military Trail, West Palm Beach, FL 33415

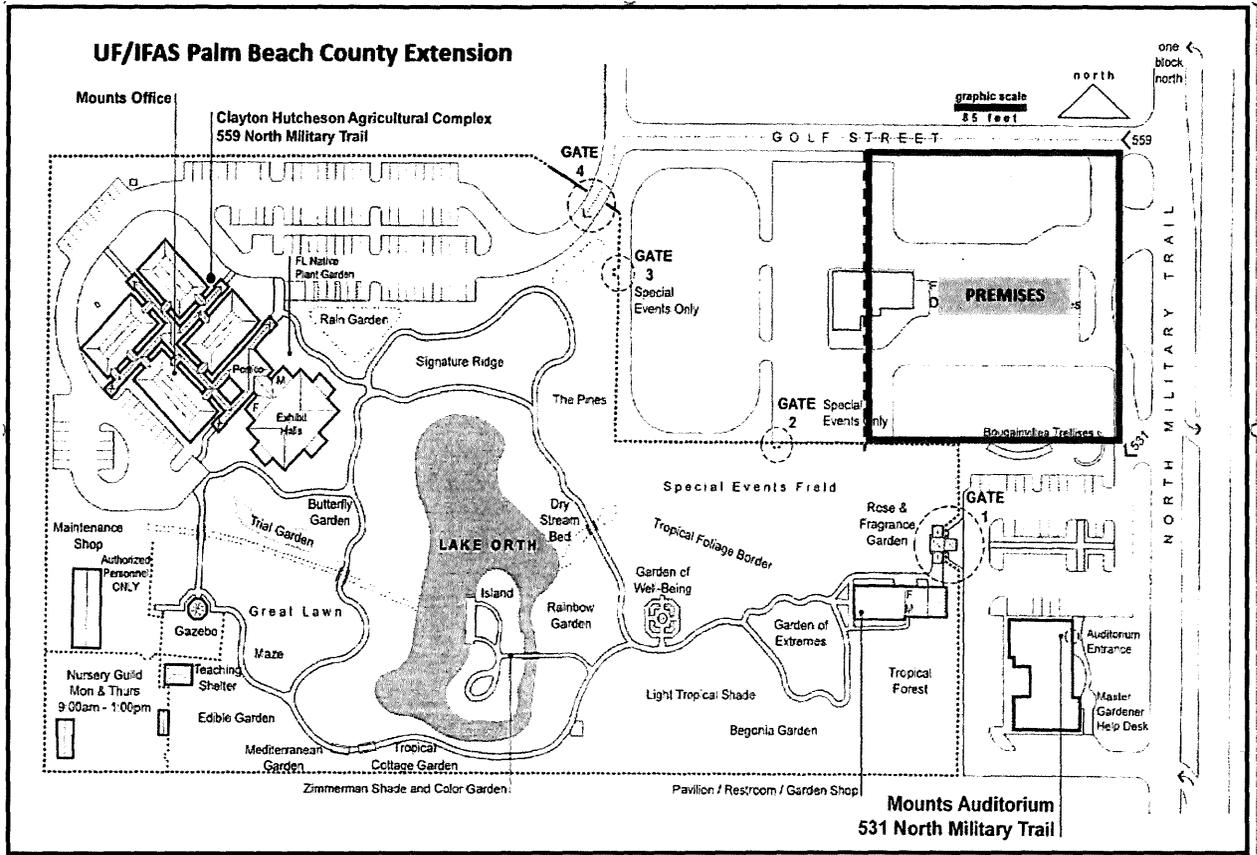


Exhibit "B"

SUBLEASE

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

SUBLEASE AGREEMENT

Sublease Number _____

THIS SUBLEASE AGREEMENT is made and entered into this _____ day of, 20_____, between the **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "SUBLESSOR", and **PALM BEACH COUNTY**, a political subdivision of the state of Florida, its successors and assigns, 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:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES Lease No. 4856.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, 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 the "subleased premises".
3. **TITLE DISCLAIMER:** SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.
4. **SUBLEASE TERM:** The term of this sublease shall be for a period of ___ years commencing on _____, and ending on _____, unless sooner terminated pursuant to the provisions of this sublease.
5. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the purpose to provide mutually beneficial educational, agricultural and community services to Palm Beach County residents engaged in agriculture, horticulture, human sciences and youth development, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 24 of this sublease.
6. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated _____, 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.
7. **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 the full quiet enjoyment by said SUBLESSEE of the rights conveyed

herein, subject, however, to any pre-existing easements, rights-of-way and other third party interests which were in existence at the time that the subleased premises were leased to SUBLESSOR and which, pursuant to the terms of the operative instruments, remain in full force and effect.

8. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES shall be void and without legal effect.

9. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** 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 by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE and which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** ~~During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32309-3000. SUBLESSEE shall purchase all policies of insurance from a financially responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial officer, State of Florida. The certificate of self-insurance shall provide for causality and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.~~
Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the SUBLESSEE represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

12 **INDEMNITY** In consideration of the privileges herein granted, SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida, TRUSTEES, and SUBLESSOR from any and all claims, costs, expense, including attorney's fees, actions, lawsuits and demands of any kind or nature arising out of this sublease. SUBLESSEE shall contact SUBLESSOR and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSOR and TRUSTEES shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at SUBLESSEE'S expense. 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 limitation on claims.

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.

16 **BINDING EFFECT AND INUREMENT** This sublease shall be binding on and shall inure to the benefit of the successors, governmental and corporate sublessees and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this sublease or any interest therein by SUBLESSEE.

17 **NON-DISCRIMINATION** SUBLESSEE 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

subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

18. **UTILITY FEES** SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this sublease. 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.

19. **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 sublessehold interest of SUBLESSEE by reason of any such exploration and recovery operations.

20. **RIGHT OF AUDIT** SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and the TRUSTEES and SUBLESSOR 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.

21. **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.

22. **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
P.O. Box 113100
Gainesville, Florida 32611

SUBLESSEE: Palm Beach County Board of County Commissioners
Isami Ayala-Collazo, Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
Denise Coffman, County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

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

23. **DAMAGES 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 SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraphs 12 and 13 of this sublease, nor upon any other 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. **LAND USE PLAN:** SUBLESSEE 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 SUBLESSOR 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 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 leased 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 leased premises. SUBLESSEE 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 SUBLESSEE which are not in compliance with the terms of this lease 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 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 SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the leased 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 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. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.

25. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through the execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all

improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the improvements do not meet all conditions as set forth in paragraph 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

26. **BREACH OF COVENANTS TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:** Should SUBLESSEE, at any time during the term of this sublease, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for SUBLESSEE'S property because of SUBLESSEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should SUBLESSEE'S sublease interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should SUBLESSEE fail promptly to make the necessary returns and reports required of it by state and federal law; should SUBLESSEE fail promptly to comply with all governmental regulations, both state and federal; should SUBLESSEE fail to comply with any of the terms and conditions of this sublease and such failure continues for thirty (30) days after SUBLESSEE'S receipt of written notice of the failure from SUBLESSOR; then, in such event, and upon the happening of either or any of said events, SUBLESSOR shall have the right, at its discretion, to consider the same a default on the part of SUBLESSEE of the terms and provisions hereof, and, in the event of such default, SUBLESSOR shall have the option of either declaring this sublease terminated, and the interest of SUBLESSEE forfeited, or maintaining this sublease in full force and effect and exercising all rights and remedies herein conferred upon SUBLESSOR. The pendency of bankruptcy proceedings or arrangement proceedings to which SUBLESSEE shall be a party shall not preclude SUBLESSOR from exercising either option herein conferred upon SUBLESSOR. In the event SUBLESSEE, or the trustee or receiver of SUBLESSEE'S property, shall seek an injunction against SUBLESSOR'S exercise of either option herein conferred, such action on the part of SUBLESSEE, its trustee or receiver, shall automatically terminate this sublease as of the date of the making of such application, and in the event the court shall enjoin SUBLESSOR from exercising either option herein conferred, such injunction shall automatically terminate this sublease.

27. **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.

28. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize the use of any 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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **CONVICTION OF FELONY:** If SUBLESSEE or any principal thereof is convicted of a felony during the term of this sublease, such conviction shall constitute, at the option of the TRUSTEES and SUBLESSOR, grounds for termination of this sublease.

34. **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.

35. **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.

36. **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, maintaining the planned improvements as set forth in the approved Operational Report, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

37. **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.

38. **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 Operational Report prepared pursuant to paragraph 18-2.018(3)(a), Florida Administrative Code, may be reviewed by the State of Florida Department of State, 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.

39. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

40. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

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

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

WITNESSES:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Original Signature _____ (SEAL)

Print/Type Name of Witness _____ BY: Curtis A. Reynolds, Vice President for Business Affairs

Original Signature _____

Print/Type Name of Witness _____

STATE OF FLORIDA
COUNTY OF ALACHUA

“SUBLESSOR”

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20___, by Curtis A. Reynolds, Vice President for Business Affairs, for and on behalf of The University of Florida Board of Trustees. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: _____
County Attorney

Sublessee

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____, 20___, by Blas A. Brown, President, for and on behalf of Ronald McDonald House Charities of North Central Florida, Inc., a Florida nonprofit corporation. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

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: _____
DEP Attorney

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

Certificate Of Completion

Envelope Id: 97EBA66AB10B499D8670BD58EC64B200
Subject: Please DocuSign: MOU - Palm Beach County UF IFAS - Final 04042022 (002).pdf
Source Envelope:
Document Pages: 19 Signatures: 3
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
Theresa Jones
971 Elmore Drive, Rm 102
PO Box 115250
Gainesville, FL 32611
tjones25@ufl.edu
IP Address: 128.227.125.106

Record Tracking

Status: Original
4/5/2022 12:01:44 PM

Holder: Theresa Jones
tjones25@ufl.edu

Location: DocuSign

Signer Events

Susan Goffman
sgoffman@ufl.edu
University of Florida
Security Level: Email, Account Authentication (None), Login with SSO

Signature

Susan Goffman

Signature Adoption: Pre-selected Style
Signed by link sent to sgoffman@ufl.edu
Using IP Address: 174.70.80.94
Signed using mobile

Timestamp

Sent: 4/5/2022 12:13:23 PM
Viewed: 4/5/2022 12:27:58 PM
Signed: 4/5/2022 12:29:24 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Trevor Schneider
tschneider@ufl.edu
University of Florida
Security Level: Email, Account Authentication (None)

Trevor Schneider

Signature Adoption: Pre-selected Style
Signed by link sent to tschneider@ufl.edu
Using IP Address: 73.184.239.226
Signed using mobile

Sent: 4/5/2022 12:29:25 PM
Viewed: 4/5/2022 12:33:13 PM
Signed: 4/5/2022 12:34:38 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

j. scott angle
jangle@ufl.edu
University of Florida
Security Level: Email, Account Authentication (None)

j. scott angle

Signature Adoption: Pre-selected Style
Signed by link sent to jangle@ufl.edu
Using IP Address: 128.227.237.160

Sent: 4/5/2022 12:34:39 PM
Viewed: 4/5/2022 12:37:15 PM
Signed: 4/5/2022 12:38:52 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Broderick
mbroderick@pbcgov.org
Security Level: Email, Account Authentication (None)

Sent: 4/5/2022 12:38:54 PM
Viewed: 4/5/2022 12:40:53 PM

Electronic Record and Signature Disclosure:
Accepted: 4/5/2022 12:40:53 PM
ID: 29d6465c-6f1c-4d4d-a320-746a7840c082

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Misty Martin Misty.martin@ufl.edu University of Florida Information Technology Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/6/2018 4:18:32 PM ID: a7677e0e-24d7-4195-b0b7-ff440299a1b1 Theresa Jones tjones25@ufl.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Trevor Schneider tschneider@ufl.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Timestamp Sent: 4/5/2022 12:38:53 PM Viewed: 4/5/2022 12:43:00 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent Certified Delivered	Status Hashed/Encrypted Security Checked	Timestamps 4/5/2022 12:13:23 PM 4/5/2022 12:40:53 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Attachment 3

Mark Broderick

From: Schneider,Trevor <tschneider@ufl.edu>
Sent: Tuesday, April 19, 2022 8:51 AM
To: Mark Broderick
Subject: RE: MOU - Palm Beach County & UF
Attachments: A AID 43450 Lease 4856 OGC signed.pdf

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Hi Mark,

It will likely be clear in the new sublease draft once completed by the State. Please see our lease attached – I have highlighted paragraph 40 for reference.

Warm regards,
Trevor



[identity.ufl.edu]

Trevor Schneider
Assistant Vice President
OFFICE OF REAL ESTATE
P: 352.294.2726 | C: 404.735.3570
tschneider@ufl.edu

From: Mark Broderick <MBroderick@pbcgov.org>
Sent: Tuesday, April 19, 2022 8:41 AM
To: Schneider,Trevor <tschneider@ufl.edu>
Subject: RE: MOU - Palm Beach County & UF

[External Email]
Thanks Trevor.

Do you know where that is cited to in your lease with the state or the sublease?

From: Schneider,Trevor <tschneider@ufl.edu>
Sent: Tuesday, April 19, 2022 8:37 AM
To: Mark Broderick <MBroderick@pbcgov.org>
Subject: RE: MOU - Palm Beach County & UF

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Hi Mark,

The only fee will be a \$300 annual administrative fee to the FL DEP and is due every July.

Warm regards,

Trevor



Trevor Schneider
Assistant Vice President
OFFICE OF REAL ESTATE
P: 352.294.2726 | C: 404.735.3570
tschneider@ufl.edu

From: Mark Broderick <MBroderick@pbcgov.org>
Sent: Tuesday, April 19, 2022 8:33 AM
To: Schneider, Trevor <tschneider@ufl.edu>
Subject: MOU - Palm Beach County & UF

[External Email]
Hi Trevor,

I hope all is well.

Legal is asking us to confirm that there will be no nominal rent to be paid for the sublease. Neither the form sublease nor UF's lease with the State appear to have a provision for nominal rent. Please let me know.

Thanks.

-Mark

Mark Broderick
Business & Community Agreements Manager
Palm Beach County, Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: 561-233-5252
Mbroderick@pbcgov.org

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.