

This Sublease was prepared by:
Victoria F. Thompson
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 43654

SAS1
[___ acres]

STATE OF FLORIDA DEPARTMENT OF EDUCATION
SUBLEASE AGREEMENT

Sublease Number 3125-001

THIS SUBLEASE AGREEMENT, is made and entered into this ___ day of _____ 2021, between the **STATE OF FLORIDA DEPARTMENT OF EDUCATION** hereinafter referred to as "SUBLESSOR" and **COMMUNITY COMMUNICATIONS, INC., a FLORIDA NOT FOR PROFIT CORPORATION**, hereinafter referred to "SUBLESSEE."

WITNESSETH:

In consideration of 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 3125.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the County of Orange, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises."
3. **TERM:** The term of this sublease shall be for a period of 20 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 educational purposes, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 17 of this sublease.
5. **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.

6. **CONFORMITY**: This sublease shall conform to all terms and conditions of that TRUSTEES' Lease Number 3125, 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.

7. **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.

8. **RIGHT OF INSPECTION**: The TRUSTEES and SUBLESSOR or their duly authorized agents shall have the right at any time to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

9. **PLACEMENT AND REMOVAL OF IMPROVEMENTS**: All buildings, structures and improvements 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 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.

10. **INSURANCE REQUIREMENTS**: SUBLESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, Florida Statutes, for any buildings and improvements located on the subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Financial Services, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

11. **LIABILITY**: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed

appropriate to remedy such damage or claims. SUBLESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. **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 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 subleased premises.

13. **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.

14. **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.

15. **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.

16. **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, written notification shall be made 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 all or any part of the subleased premises. Notification shall include a legal description, the lease number, and this sublease number and an explanation of the release. The release shall only be valid if approved by the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed with the same formality as this sublease. 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 buildings on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 21 and 22 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. **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.

18. **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 the TRUSTEES and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

19. **PUBLIC LANDS ARTHROPOD CONTROL PLAN**: SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease all of the environmentally sensitive and biologically highly productive lands contained within the subleased 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.

20. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to the 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.

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

22. **MAINTENANCE**: 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 in as good condition as the same may be on the effective date of this sublease.

23. **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.

24. **BREACH OF COVENANTS, TERMS, OR CONDITIONS**: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages

SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

25. **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 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 SUBLESSOR.

26. **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.

27. **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.

28. **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.

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

30. **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: Florida Department of Education

[Redacted]
[Redacted]
[Redacted]

SUBLESSEE: Community Communications, LLC
11510 East Colonial Drive
Orlando, FL 32817

[Redacted]

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

31. **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. 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.

32. **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 during the effective period of this sublease.

33. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES or SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES or 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 Chapter 119, Florida Statutes.

34. **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.

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

37. **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.

38. **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.

39. **SPECIAL CONDITIONS**: The following special conditions shall apply to this sublease: None.

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

WITNESSES:

STATE OF FLORIDA DEPARTMENT OF EDUCATION

(SEAL)

Original Signature

Print/Type Name of Witness

BY: _____
Richard Corcoran
Commissioner of Education

Original Signature

Print/Type Name of Witness

“SUBLESSOR”

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2021, by Richard Corcoran, as Commissioner of Education for and on behalf of the State of Florida Department of Education. 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. _____

WITNESSES:

**COMMUNITY COMMUNICATIONS, INC., a FLORIDA
NOT FOR PROFIT CORPORATION**

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____
Erika Pulley-Hayes, President and CEO

“SUBLESSEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2021, by **Erika Pulley-Hayes**, as President and CEO, for and on behalf of **COMMUNITY COMMUNICATIONS, INC., a FLORIDA NOT FOR PROFIT CORPORATION**. She 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 _____, 2021.

**BOARD OF TRUSTEES OF THE
INTERNALIMPROVEMENT 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

Exhibit "A"

That part of the East $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying South of State Road 50 (LESS: the East 30 feet and the South 30 feet thereof for road right of way); All in Section 21, Township 22 South, Range 31 East.