



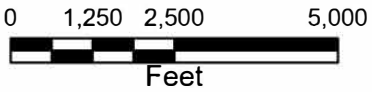
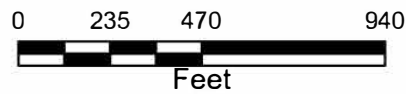
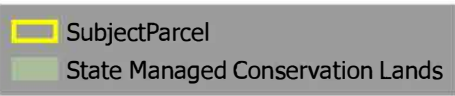
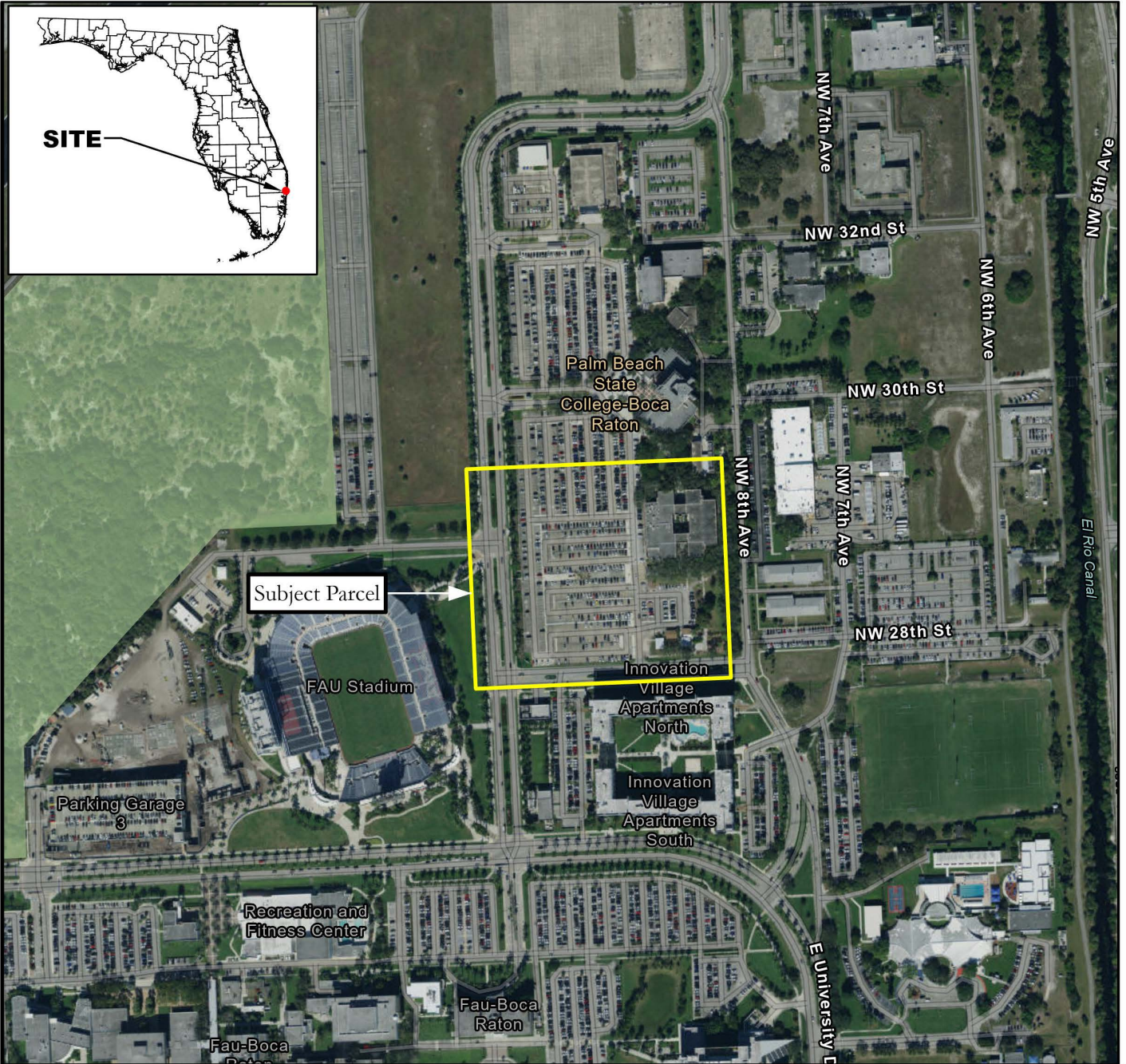


-  Subject Parcel
-  City/County Managed Conservation Lands
-  Private Managed Conservation Lands
-  State Managed Conservation Lands



Palm Beach State College
Sub-lease 2724-03
 Palm Beach County, Florida

File Location: D:\Data\B\MS\STANDARD\STANDARD\CURRENT UPLAND EMPLOYEES\Dalton_1\PLA Maps\DMID331917\DMID331917.aprx
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 Map Created By: Laurel Dalton



Palm Beach State College
Sub-lease 2724-03
 Palm Beach County, Florida

File Location: D:\Data\B\BMS\STANDARD\STANDARD\CURRENT U\PLAND EMPLOYEES\Dalton_LA\BPLA Maps\DA\MD331917\DA\MD331917.aprx
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ATS8101

BOARD OF REGENTS OF THE STATE OF FLORIDA

THIRD AMENDMENT TO SUBLEASE NUMBER 2724-03

THIS SUBLEASE AMENDMENT is entered into this 12th day of December, 1995, by and between the BOARD OF REGENTS OF THE STATE OF FLORIDA, acting for and on behalf of Florida Atlantic University, hereinafter referred to as "SUBLESSOR" and PALM BEACH COMMUNITY COLLEGE BOARD OF TRUSTEES, hereinafter referred to as "SUBLESSEE".

W I T N E S S E T H

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "TRUSTEES", by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, TRUSTEES leased the property subject to this Sublease Agreement No. 2724-03 to SUBLESSOR under Lease No. 2724, dated January 22, 1974 (the "Lease"); and

WHEREAS, SUBLESSOR and SUBLESSEE desire to amend Sublease Agreement No. 2724-03 to extend the term for fifty (50) years from the date of execution of this amendment

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph No. 1. of the Sublease Agreement No. 2724-03 is hereby amended to extend the term of the Sublease for fifty (50) years from the date of execution of this amendment, unless

approved and confirmed by SUBLESSOR and SUBLESSEE.

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

BOARD OF REGENTS OF THE STATE OF FLORIDA, ACTING FOR AND ON BEHALF OF FLORIDA ATLANTIC UNIVERSITY

By: Charles B. Reed (SEAL)
CHARLES B. REED, CHANCELLOR
BOARD OF REGENTS OF THE STATE OF FLORIDA

Hope M. Westbrook
Witness
Hope H. Westbrook
Print/Type Witness Name

Jill St. Angelo
Witness
Jill St. Angelo
Print/Type Witness Name

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 5TH day of OCTOBER 1995, by Charles B. Reed, Chancellor, Board of Regents of the State of Florida. He is personally known to me or who produced personally known as identification.

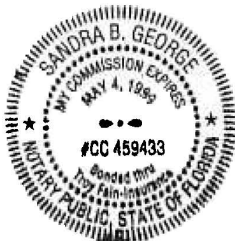
Sandra B. George
Notary Public, State of Florida

(SEAL)

SANDRA B. GEORGE
Print/Type Notary Name

Commission Number: 459433

Commission Expires: May 4, 1999



Edward M. Eisey
Witness
Edward M. Eisey
Print/Type Witness Name

PALM BEACH COMMUNITY COLLEGE
BOARD OF TRUSTEES

By: Homer J. Hand (SEAL)

Homer J. Hand
Print/Type Name

Title: Chair, District Board of Trustees

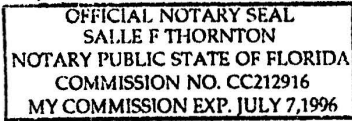
Mary K. Beall
Witness

"SUBLESSEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of November 1995, by Homer J. Kaud Chair, District Board of Trustees, Palm Beach Community College Board of Trustees. (He) she is personally known to me or has produced _____ as identification.

(SEAL)



Salle F. Thornton
Notary Public, State of Florida

SALLE F. THORNTON
Print/Type Notary Name

Commission Number: CC 212916

Commission Expires: 7-7-96

Consented to by the TRUSTEES on 12th day of December, 1995

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

By: Daniel T. Crabb
DANIEL T. CRABB, CHIEF
BUREAU OF LAND MANAGEMENT SERVICES,
DIVISION OF STATE LANDS, DEPARTMENT
OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA
COUNTY OF LEON

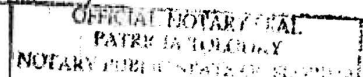
12th The foregoing instrument was acknowledged before me this 12th day of December, 1995 by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

(SEAL)

Patricia Toloday
Notary Public of Florida

PATRICIA TOLODAY
Print/Type Notary Name

on Number: _____



**State of Florida
Department of Natural Resources
Division of State Lands**

Document Conversion

FILE HEADER SHEET

FILE #: 2724(1)

JJH:05/16/91:Alpha Systems

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

LEASE AGREEMENT

(1) 2724

No. 2724

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund is directed and 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 State;

NOW, THEREFORE, this agreement made between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

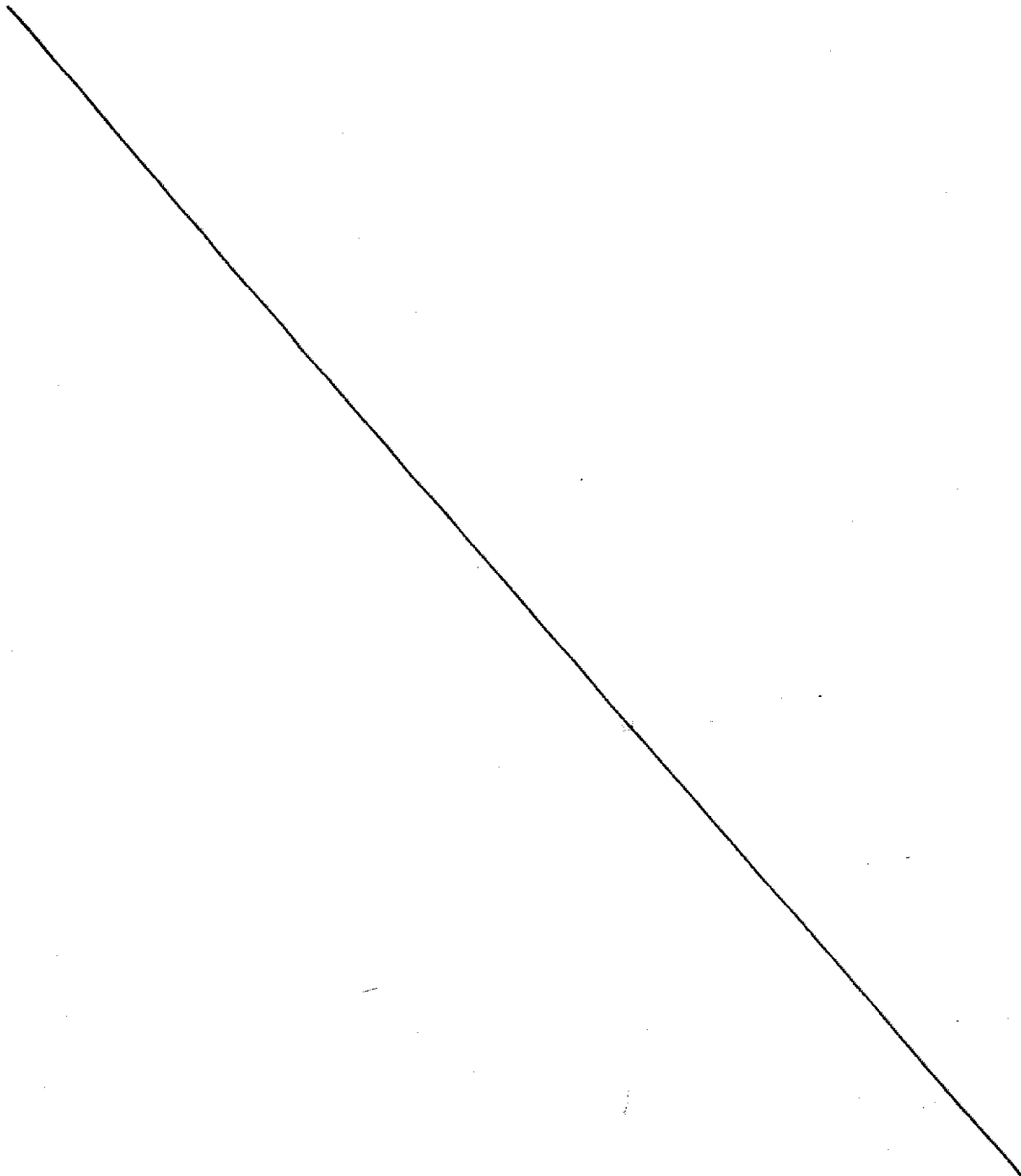
1. The lessor does hereby lease to the lessee the following described premises in the County of Palm Beach, State of Florida, together with the improvements thereon:

The following described deeds to the State of Florida Board of Trustees of the Internal Improvement Trust Fund covering Florida Atlantic University properties and identified as follows:

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

<u>GRANTOR</u>	<u>RECORDING DATE</u>	<u>RECORDED: O.F. BOOK/PAGE</u>
3-445-42E Florida Audubon Society, Inc.	3/13/70 <i>Let 27 328</i>	1794/1006 ✓
7, 18, 19 } State Board of Education of 475-43E } Florida	2/18/71 <i>Main Campus</i>	1875/0302 ✓
7, 12, 13 } State Board of Education 475-42E } <i>1-475-41E</i>	2/18/71 <i>TR. 2000</i>	1875/0306 ✓
3-445-42E Alfred G. Kay, et ux	3/15/71 <i>Let 27 328</i>	1881/0535 ✓
3-445-42E Alfred G. Kay, et ux	4/20/73 <i>Let 22</i>	2148/1852 ✓
3-445-42E Alfred G. Kay, et ux	4/20/73 <i>Let 1</i>	2148/1853 ✓

all according to the public records of Palm Beach County, Florida.



TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

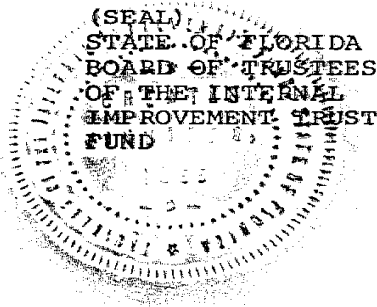
7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes, herein described after written notice to and right of rejection by the lessor.

9. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

10. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1974, and the Board of Regents has duly executed same and has affixed its official seal hereto this 22nd day of January, A.D., 1974.



Hubert H. Usher
Governor

Richard L. Stone
Secretary of State

Robert L. Shinn
Attorney General

Freddie R. Ransom
Comptroller

Thomas W. O'Malley
Treasurer

Wayne T. Christian
Commissioner of Education

Doyle Conner
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

BOARD OF REGENTS

(SEAL)
BOARD OF REGENTS

By Robert D. Mautz
Chairman

ATTEST:

Spud Clark

CUL Cover Sheet

DM ID _____

Document Type: Current Uplands Leases

Instrument: Parent Lease Amendment to Lease Assignment of Lease
 Release Partial Release Easement Use Agreement Sublease
 Amendment to Sublease Release of Sublease Other

Lease Number: 002724

Document Date: _____

Original County: Palm Beach

Section: 7

Township: 47S

Range: 43E

Total Area / Area Unit: 10 (A) Acreage (S) Square Feet

County Book / Page / Type: _____ / B _____ / P _____ / _____

Instrument Number: _____

Comments:

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

LEASE

THIS LEASE, entered into on the date last appearing below, between the BOARD OF REGENTS OF THE STATE OF FLORIDA, acting for and on behalf of FLORIDA ATLANTIC UNIVERSITY, a member of the State University System, (which University is herein called "University"), and PALM BEACH JUNIOR COLLEGE BOARD OF TRUSTEES, a Florida Public Junior College, (herein called "College"), with its principal office in Palm Beach County, Florida, whereby University leases to College and College leases from University, that certain real property (hereinafter referred to as the "land"), located in Palm Beach County, Florida, particularly described in Exhibit A attached hereto and by reference made a part hereof, under and upon the following terms and conditions, to-wit:

1. Term. The term of this Lease shall be for forty (40) years (unless sooner terminated under any of the provisions hereinafter set forth), commencing on the date last appearing below at the execution of this Lease.

2. Rent. The College will lease at no cost approximately ten (10) acres as described in the legal description attached and made a part hereof by reference. The University further agrees to reserve for future use by the College, parcels of up to an additional forty (40) acres. The College may request, when needed and justified, that all or any of the reserved acreage be included by the University in this Lease by amendment.

3. Use of Land. The College shall use the land to construct a building or buildings for the site of the College's South Center. Upon completion of the building(s) the University may jointly use the College's facilities to meet University's purposes, as needed and as buildings are available, under terms to be set out by further agreement. The College agrees that the facilities built on the property will be used only for College instruction, research, support services and administration, unless otherwise expressly permitted by the University. The College agrees not to offer any classes or programs, credit or non credit, that are incompatible with the mission of the University. Both institutions acknowledge that there will be many parallel activities but the concept of cooperation without competition will continue to be the operative element in this relationship. If in the unlikely event a conflict arises that cannot be resolved in a reasonable and prudent manner, the University's determination shall be final and binding. The College may

use the University's facilities in accordance with reimbursement schedules for costs of maintenance, repairs and improvements agreed to between the University and the College which shall provide for payment of all direct costs and a prorated share of all indirect costs to the University.

4. Construction of Building(s) by the College. As part of the consideration for this Lease, the College shall cause a building to be constructed upon the land which will be suitable to be used for the purposes set forth in paragraph 3, above, which building shall be constructed in accordance with plans and specifications to be approved, in writing, by the University prior to the commencement of construction of said building. The College shall be solely responsible for paying all costs and expenses for constructing said building and for maintaining and operating said building while this Lease is in effect, and, in addition thereof, the College agrees, in connection with construction of said building, to comply with the requirements set forth on Exhibit B, attached hereto and by reference made a part hereof. This Lease shall automatically terminate if construction of a permanent structure is not begun within 10 years of the execution of this Lease. During construction of the building, the University shall have the right, at any and all reasonable times, to examine and inspect the same to determine that the building(s) is being constructed in accordance with the plans and specifications therefor; and if the University does not make any such inspections, it shall not thereby assume any obligation, responsibility or liability with respect to the construction of said building(s) nor shall it be deemed to have waived the right to require the building(s) to be constructed in accordance with said plans and specifications in the event there is a variation therefrom. Further, upon and after completion of the building(s) and at no time while this Lease is in effect, shall the College alter or make any additions to said building(s) without first obtaining the University's written consent.

5. Maintenance and Repair of Building(s) and Care of Land. The College will maintain the building(s) constructed on the land in good condition and repair at all times, damage by ordinary wear and tear and casualties beyond its control, only, excepted. The College shall promptly make any and all repairs to the building(s) that may be necessary or desirable, including, but not limited to, those which are made necessary as the result of any misuse or neglect by the College or by its agents, employees, guests, patrons or visitors who may be in, on or around the land and the building(s).

Any and all such repairs shall be made at least in equal quality to the original work. The College shall also be responsible for the installation and maintenance of landscaping on the land. The College shall not permit any unsafe or hazardous condition to be created on, or to be maintained on, the land or in or on the building(s). Should the College fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition that may come to exist upon the land or in or on the building(s), the University may make any such repairs and correct and remove any such hazardous or dangerous condition and charge the cost thereof to the College, who, promptly upon demand shall pay the costs thereof to the University or shall be deemed in default hereunder.

6. Utilities. The College shall arrange for all utility services, utilities shall be billed in the College's name, directly to the College, and the College shall promptly pay all utility bills when due. The College will reimburse the University for any expenses for extension of utility lines and other required support services to the site.

7. Right to Inspect. The University, through its agents, shall have the right, at any and all reasonable times, to enter upon the land and into the building(s) for the purpose of making inspections to determine that the College is maintaining the land and the building(s) in accordance with the terms of the Lease.

8. Insurance.

(a) The College shall maintain fire and extended coverage insurance on the building(s) in an amount that is at all times equal to the value of the building(s), the amount of said insurance to be acceptable to the University. The insurance required by this sub-paragraph (a) shall be payable to a Bank (agreed upon by the University and the College at the time of execution of this Lease) doing business in Palm Beach County, Florida, as Trustee, which shall, in the event the building(s) is partially or totally destroyed by fire or other casualty, receive and distribute the proceeds of said insurance as herein provided. In the event of any such partial or total destruction, the College may elect to terminate this Lease by written notice given to the University, with a copy thereof to be given to the Bank Trustee, this Lease shall automatically terminate and the

Insurance proceeds held by the Bank Trustee shall be immediately paid over to and shall become the sole property of the University, or, the College may elect to repair or reconstruct the building(s) to the same state, and of equal quality, as it existed immediately prior to said casualty. If the College elects to repair or reconstruct the building(s) on the real property which is the subject of this Lease prior to the commencement of such repair or construction, it shall deliver to and deposit with the Bank Trustee any sums of money that might be required, in addition to the insurance proceeds held by the Bank Trustee, to pay for said repairs or reconstruction. If the College elects to repair or reconstruct on the real property which is the subject of this Lease, it shall do so in accordance with the applicable provisions of this Lease and Exhibit B, attached hereto, and the Bank Trustee is hereby authorized to pay the draws to the general contractor who does such repairs or reconstruction in accordance with the draw provisions contained in the contract for such work. The University and the College agree to execute any documents required by the Bank Trustee in order for it to act in the capacity herein described, and any and all fees charged by the Bank Trustee for the services it has performed hereunder shall be paid by the College unless the College elects not to repair or reconstruct, in which event the University shall pay the fees charged by the Bank Trustee for the services it has performed hereunder. The College shall have 120 days from the date of any casualty described herein to make the elections permitted hereunder; and if the College fails to make an election within said time, the College shall be deemed to have elected to terminate this Lease, the insurance proceeds shall be immediately paid over to the University, and the College shall have no further right, interest, title, claim or demand in, to, and under this Lease, the land or the building(s).

(b) The College shall obtain and maintain throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida in an amount of not less than \$100,000 for injury or death to any one person, not less than \$200,000 on account of injury or death arising out of any one occurrence, and personal property damage insurance in an amount of not less than \$50,000 for each occurrence; which

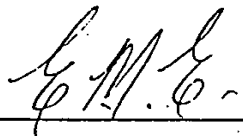
Insurance shall designate the University as an additional insured and shall insure the University against liability for injury or death to any person or persons or loss or damage to their property occurring on or about the land arising from or growing out of the negligent act or acts of the College, its agents, employees, contractors, guests, patrons, visitors, or any use or occupancy of the land or the building(s) by the College, contrary to the valid laws, rules and regulations of the State of Florida, County of Palm Beach, City of Boca Raton and the United States of America. A certificate of such insurance shall be provided by the College and delivered to the University, at the time of the signing of this Lease, and shall specifically provide that the insurance shall not be cancelled by the insurer until a 30 day advance written notice is given to the University. The amount of insurance required herein shall be adjusted each five years to reflect current values and trends in this type of insurance.

(c) Indemnity. The College hereby agrees to at all times indemnify, save free and hold harmless the University and its agents and employees from every and all costs, loss, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney's fees, which may arise from or be claimed against the University or its agents or employees, by any person or persons for any injuries or death or damage to property, or damage of whatsoever kind or character, consequent upon or arising from the use and occupancy of the land by the College or consequent upon or arising from any neglect or fault of the College, its agents, employees, guests, patrons, or visitors, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Palm Beach, City of Boca Raton and the United States of America, now or hereafter in force; and, as a result thereof, if any suits or proceedings shall be brought against the University, its agents or employees, of any of them, the College, upon request of the University, shall defend the same and shall pay whatever judgment or judgments that may be obtained against the University, its agents and employees.

9. The College shall function as sub-lessee of the property and owner of the improvements thereon for the term of this Lease which shall begin upon full execution by the parties named below and end forty (40) years from the date last appearing below. The land will continue as part of the University's campus for purposes of security, traffic and other general matters. Any facilities or improvements constructed on the subject property will become the property of the University upon expiration of this Lease. Subject to the provisions of law, the University and the College may renew this Lease for such periods of time as they may find mutually agreeable. The premises may not be further sub-leased, assigned, sold or otherwise conveyed or alienated without the express written approval of the University.

10. Abandonment. Notwithstanding any other provision in this Lease, and in addition to any other provision contained herein, this Lease shall terminate if the College ceases to use the land, and the building(s) to be erected thereon, for the purposes sets forth in paragraph 3 hereof. Cessation of use shall be determined by the actual use being made of the land and the building(s). The provisions of this paragraph shall not become operative until the building(s) described in paragraph 4 above, has been completed; provided, however, that nothing in this paragraph shall be construed to eliminate the requirement that the construction of said building(s) begin within 10 years of the execution of this Lease, and that said building(s) be in operation for the purposes intended within a reasonable time after completion of construction.

11. Surrender of Land Upon Termination. Upon the termination of this Lease, whether by expiration of the forty-year term granted hereunder, or for any other reason whatsoever, the College agrees to surrender possession peacefully of the land and the building(s) to the University in as good condition and repair as reasonable and proper use thereof will permit; and the College shall execute any and all documents that might be necessary or requested by the University in order to transfer title to the building(s) (to be erected on said land by the College pursuant to paragraph 4 hereof) to the University.



College



University

12. Building(s) to Remain Personality Until Termination of this Lease.

It is agreed that the building(s) to be erected on the land by the College, as provided for in paragraph 4, hereof, shall be deemed to be, and shall remain, personality and the sole property of the College until such time as this Lease terminates, at which time said building(s) shall automatically, and without further act or deed, become part of the realty and shall become sole property of the University, with the College to thereafter have no further right, title, interest, claim or demand in and to said building(s).

13. Unlawful Use of Land and Building(s). The College shall not make or suffer any unlawful, improper or offensive use of the land or building(s), or any use of occupancy thereof contrary to the laws of the State of Florida, County of Palm Beach, and City of Boca Raton, which may now or hereinafter be in effect.

14. Quiet Enjoyment. Upon the College's observing and performing all of the covenants, conditions, stipulations and provisions of this Lease on the College's part to be observed and performed, the College shall have the quiet and peaceful possession of the land for the entire forty year term hereof, subject to all of the provisions of this Lease.

15. Waiver. No assent, express or implied, by the University to any breach of any of the conditions, terms or covenants contained herein to be performed by the College shall be deemed to be a waiver of any succeeding breach of the same or any other covenant by the College.

16. Rules. The University rules regarding traffic, safety, health, non-academic misconduct, use of facilities and other rules of general application shall apply to all College faculty, staff, students and visitors, and the College shall adopt and publish a rule incorporating such University rules by reference into the rules of the College. Implementation of these rules shall be based on future agreement between the parties.

17. Notices. All notices to be served upon the University shall be served by certified mail, return receipt requested, or delivered personally to: Vice President for Administrative Affairs, Florida Atlantic University, Boca Raton, Florida 33431. All notices to be served upon the College, shall be served by certified mail, return receipt requested, or delivered to it personally, addressed to: President, Palm Beach Junior College,

4200 Congress Avenue, Lake Worth, Florida 33461. All notices delivered by mail shall be deemed given when deposited in the United States mail, in a securely sealed envelop, postage prepaid.

18. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or content of any provision contained herein.

19. Entire Agreement. This Lease agreement includes all of the terms and conditions agreed upon by the parties, and no oral agreement or representation shall be valid or binding upon the University or the College unless expressly contained or provided for herein.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed, in duplicate, each of which shall be deemed an original, and their Corporate Seals affixed on the date shown above their respective names.

Signed, sealed and delivered in our presence as witnesses:

Executed this 8th day of December, 1982.

BOARD OF REGENTS OF THE STATE OF FLORIDA, acting for and on behalf of FLORIDA ATLANTIC UNIVERSITY.

J. Ann D. Laves

Mary Anne Bokbrenbjø
Corporate Secretary

By [Signature]

Signed, sealed and delivered in our presence as witnesses:

Executed this 16th day of June, 1982.

PALM BEACH JUNIOR COLLEGE

Sally F. Thornton

Mary K. Beall

By [Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dr. Edward M. Eissey, President of Palm Beach Junior College, and that he severally acknowledged executing the foregoing Lease in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him and that the seal affixed thereto is the true seal of Palm Beach Junior College.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of June, 1982.

Betty L. Chesser
Notary Public, State of Florida
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 28, 1983
Bonded By American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared S.C. McArthur, well known to me to be the Vice Chancellor for Administration and Support of the Board of Regents of The State of Florida, acting for and on behalf of Florida Atlantic University and that he severally acknowledged executing the foregoing Lease in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Board of Regents and that the seal affixed thereto is the true seal of said Board of Regents.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, 1982.

Dandra C. Meredith
Notary Public, State of Florida
My Commission Expires: Notary Public, State of Florida
My Commission Expires Feb. 23, 1983
Bonded Through Florida Insurance, Inc.

PARCEL "A"

A parcel of land lying in Section 7, Township 47 South, Range 43 East, City of Boca Raton, Palm Beach County, Florida; said parcel being more particularly described as follows:

Commencing at the intersection of the West right-of-way line of El Rio Canal (E-4) and the centerline of N.W. 40th Street; thence S. 82° 37' 08" W., along said centerline, a distance of 450.06 feet to a point on the Northerly extension of the West right-of-way line of N.W. 8th Avenue; thence S. 00° 39' 32" E., along said West right-of-way line, a distance of 2803.11 feet to the Point of Beginning of lands herein described; thence continue S. 00° 29' 32" E., a distance of 703.78 feet; thence S. 89° 19' 03" W., a distance of 818.84 feet; thence N. 00° 39' 32" W., a distance of 704.02 feet; thence N. 89° 20' 28" E., a distance of 818.84 feet to the Point of Beginning.

Containing 10.00 acres of land, more or less, and subject to rights-of-way and easements of record.

EXHIBIT B TO LEASE

In connection with the construction of the building(s) to be erected on the land, the College agrees to comply with the following requirements, to-wit:

1. The plans and specifications shall be prepared by an architect or engineer licensed to practice in the State of Florida.
2. The plans and specifications shall be submitted to the University, in triplicate, and shall show that the building(s) to be constructed shall comply with all of the then existing environmental health and safety requirements of the State of Florida, as well as with all building, health and safety codes and requirements of the County of Palm Beach, City of Boca Raton, and State of Florida.
3. All construction work shall be done by a general contractor licensed by the State of Florida to do such construction.
4. The general contractor selected by the College to do the construction shall be required to furnish a payment and performance bond, in such form and with good and sufficient surety as may be acceptable to the University, covering the faithful performance of the contract of construction and strict compliance with the plans and specifications for construction of the building(s) and for the payment of all obligations thereunder in the full amount of the total contract sum, with the University to be given a copy of said bond with a certificate from the surety prior to commencement of any construction.
5. Prior to, and as a condition to commencement of construction, the general contractor shall deliver to the University, in a form acceptable to the University's attorney, a Waiver and Release which shall contain:
 - a. An acknowledgment by the general contractor that the land upon which the construction is to take place is owned by the State of Florida;

b. A Waiver of any right the general contractor may have to claim a lien of any kind or nature upon the land and upon the improvements to be constructed thereon, as well as a similar Waiver from any and all sub-contractors who may perform services and supply materials in connection with the construction job;

c. A Release of the University and the State of Florida, from each claim of every kind and nature that the general contractor might have as a result of, or arising out of, the contract for the construction of the improvements and the construction of the improvements.

6. The architect or engineer who prepares the plans shall be required to make, and shall be responsible for, all site inspections, approval of phases of construction and payment authorizations.

7. In the event the College, after completion of the building(s), undertakes any alterations or additions thereto, after having first obtained a written approval thereto from the University, it is understood and agreed the College shall also comply with all the requirements set forth in the Exhibit B in connection with the construction of any such alterations and additions.



Office of the General Counsel
777 Glades Road
Boca Raton, FL 33431
tel: 561.297.3007 / fax: 561.297.2787

erubin@fau.edu

February 28, 2022

Ms. Michele Stevens
Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration

Re: Request for Extension of the FAU Sublease with Palm Beach State College

Dear Ms. Stevens,

Florida Atlantic University ("FAU") operates its Boca Raton Campus (the "FAU Boca Raton Campus") on state lands leased to FAU from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees") under Lease No. 2724, dated January 22, 1974, as amended ("FAU Lease"). The current term of the FAU Lease ends on January 22, 2073 (the "FAU Lease Termination Date").

FAU subleases a portion of the FAU Boca Raton Campus to Palm Beach State College ("PBSC") for the operations of a PSBC Campus in Boca Raton under Sublease 2724-003, as amended (the "FAU-PBSC Sublease"). The term of the FAU-PBSC Sublease currently in effect ends on December 12, 2045. PBSC has expressed a desire to make certain capital improvements to its PBSC Campus in Boca Raton and has requested an extension of the FAU-PBSC Sublease for a 50 year or longer term to facilitate statutory compliance and funding opportunities for its proposed capital projects, as more specifically set forth in the attached letter dated February 23, 2022 from PBSC's General Counsel.

Thank you for your assistance and please let us know if there is any further information we can provide on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth F. Rubin", written over a white background.

Elizabeth F. Rubin
Associate General Counsel

A handwritten signature in black ink, appearing to read "John Kelly", written over a white background.

John Kelly
President

Enclosure

February 23, 2022

Ms. Michele Stevens
Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration

Dear Ms. Stevens,

Palm Beach State College has a definitive reason for its requests for a 50 year or longer renewal of its lease with Florida Atlantic University due to proposed facility enhancements which require a longer-term as noted and discussed below.

Palm Beach State College is charged with and is dedicated to the post-secondary education and workforce development needs of the residents and businesses of Palm Beach County, (the largest county, in a geographic area, in the state of Florida). Palm Beach State College has only 5 locations to cover this large service area and its campus in Boca Raton is key to that mission. Florida Atlantic University has been a key partner as evidenced by its leasing land to palm beach state college on its Boca Raton campus.

As such, the university and college have been in conversation about additional facility enhancements on the land the college leases from the University including a new joint-use science technology building. The college has also determined that an additional multistory classroom building, as well as a 425 car parking structure, are necessary improvements to the Boca Raton campus if the college is to continue to meet its obligations to the residents of South Palm Beach County. The college and the university were in active conversation about the parking structure in the months leading up to the pandemic. These projects were included in the college's master plan and its 2016 through 2021 five-year Education Plant Survey. This survey was presented to and approved by the College's District Board of Trustees.

The College, like all other public education institutions in Florida, must comply with the State Requirements for Educational Facilities (SREF). The following provisions of that code are relevant to this issue:

1.2.6 Board. A district school board or a Florida College Board of trustees. The term "Board" does not include the State Board of Education, the Board of Governors, Board of Trustees for universities..."

2 Leasing from Persons and Entities. Boards are authorized to lease facilities... Boards must ensure that facilities and sites conform to SREF,...

2 (C) Construction of Permanent Facilities on Leased Land. If a Board constructs permanent facilities on leased property, the term of the lease shall be at least 40 years or the life expectancy of the permanent facilities constructed thereon, whichever is longer.

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Additionally, the college is subject to Florida statute 1013.16 "Construction of facilities on leased property; conditions." Subsection 1 of the statute states:

(1) A board may construct or place educational facilities and ancillary facilities on land that is owned by any person after the board has acquired from the owner of the land a long-term lease for the use of this land for a period of not less than 40 years or the life expectancy of the permanent facilities constructed thereon, whichever is longer.

As the College will need funding assistance to construct these improvements, its lease with Florida Atlantic University needs to be in compliance with the above-referenced statutes and regulations.

Thank you for your assistance and please let me know if I can provide any additional information.

Sincerely,

Kevin Fernander

Kevin Fernander
General Counsel
Palm Beach State College
4200 Congress Avenue
Lake Worth, FL 33461

www.PalmBeachState.edu

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March 2, 2022

Ms. Michele Stevens
Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration

Dear Ms. Stevens,

The current PBSC Boca Raton campus is comprised of twelve (12) Buildings and 217,068 total square feet as noted on the Florida College System Risk Management Consortium 2020-2021 Building Valuation List (Exhibit A). This list is updated annually and submitted to the Consortium for insurance purposes.

The addition of the new science technology building adds 126,000 total square feet and the 425 car parking structure adds 150,000 total square feet. Together, this is an addition of 276,000 total square feet to the Boca Campus.

These buildings are graphically shown on the PBSC College Master Plan dated 2017 as Buildings A and E (Exhibit B). These projects were also included in the 2016 through 2021 Five-Year Educational Plant Survey, which was approved by the College's District Board of Trustees at the June 14, 2016, meeting and submitted to the State Department of Education in July of 2016.

The College is working on the 2021 through 2026 Five-Year Educational Plant Survey, and the new science technology building and the new joint-use parking garage are listed as projects 1 and 2 on the Project Recommendation sheet (Exhibit C). It is anticipated that the Survey will be approved at the June 14, 2022, District Board of Trustees meeting and submitted to the State Department of Education in July of 2022.

Sincerely,

Robert J. Priolo

Robert J. Priolo, PE
Facilities Director
O 561-868-3416; C 616-889-7098

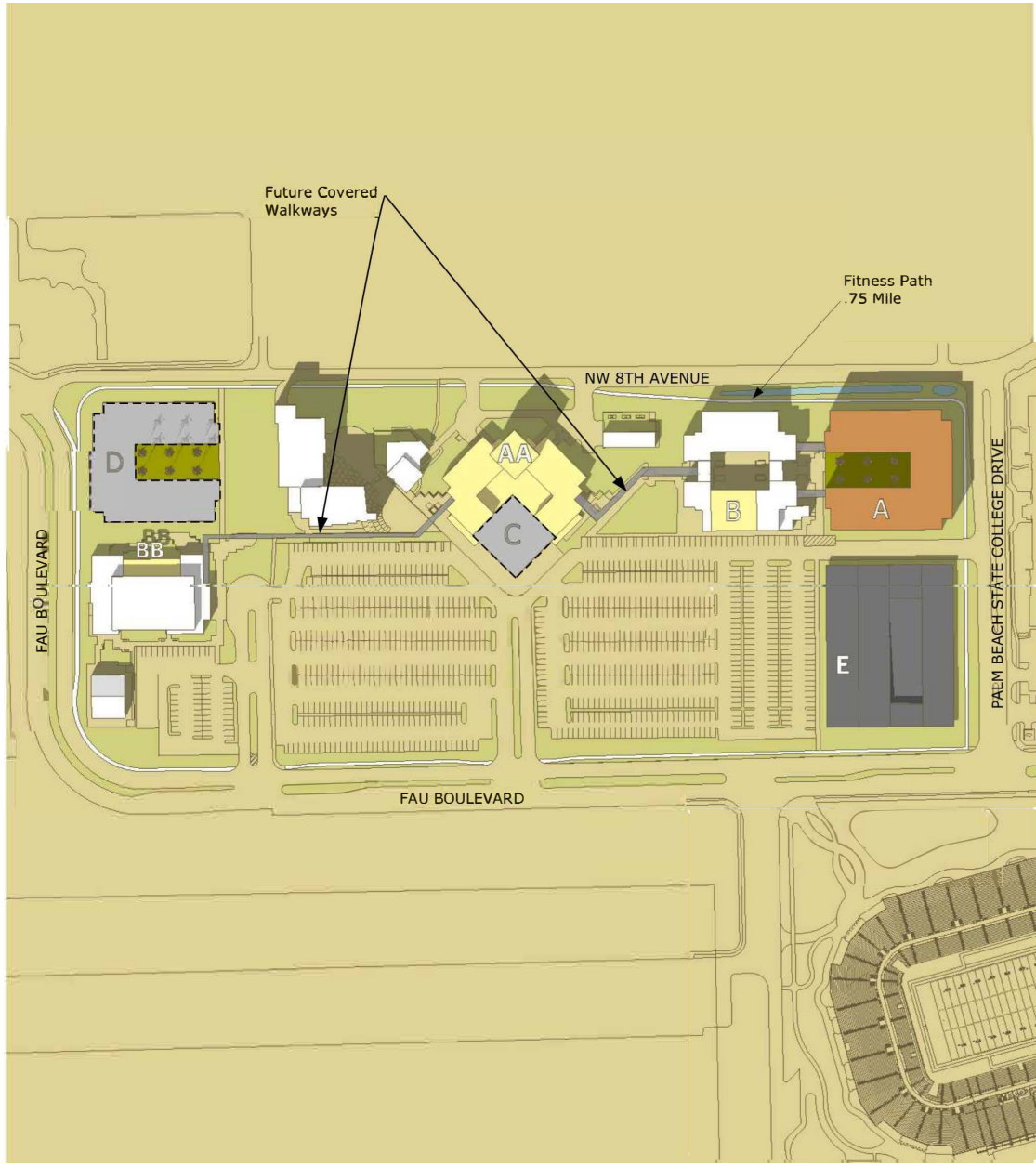


EXHIBIT A

Attachment 1
 Boca Raton Campus
 Palm Beach State College
 2022-2023 Building Listing

Bldg Common Name	Building Number	Building Name/Description	FCSRMC Rate 216		Total Insured Building Value	Total Square Feet	Number of Stories	Year Built	Est # Employees per Bldg
			Building Valuation Method	Building Value					
CB	9100	CLASSROOM BUILDING B (CB)	FCSRMC Value	7,359,552	7,847,552	34,072	2	1990	23
CA	9101	CLASSROOM BUILDING A (CA)	FCSRMC Value	6,901,632	7,151,632	31,952	2	1989	22
AD	9102	ADMINISTRATION BUILDING (AD)	FCSRMC Value	8,833,320	9,301,320	40,895	4	1992	45
CM	9103	CENTRAL MECHANICAL Bldg \$644,362 Chiller/Cooling Towers \$2,550,000	College Building Value Override	3,194,362	3,213,362	3,238	1	1991	0
BT	9104	BOCA TECH	FCSRMC Value	9,803,376	10,303,376	45,386	2	1994	86
BK	9105	BOOKSTORE/SECURITY	FCSRMC Value	1,124,712	1,237,712	5,207	1	1994	7
FS	9106	FACILITIES SOUTH BUILDING	FCSRMC Value	1,119,744	1,379,744	5,184	1	2005	5
HT	9107	HUMANITIES TECHNOLOGY BUILDING	FCSRMC Value	10,393,272	11,127,272	48,117	4	2007	20
MD3	9250	MODULAR (MOD3) STORAGE	College Building Value Override	29,000	64,000	768	1	1988	0
MD2	9251	MODULAR (MOD2) STORAGE	College Building Value Override	29,061	30,861	768	1	1977	0
STOR	9263	RESTROOMS/CUSTODIAL STORAGE	FCSRMC Value	154,008	154,008	713	1	1984	0
MD1	9276	MODULAR(MOD1) STORAGE	College Building Value Override	28,433	36,733	768	1	1988	0

TOTALS 48,970,472 51,847,572 217,068



- NEW BUILDING (2021 SURVEY)
- REMODELED BUILDINGS
- EXISTING BUILDINGS
- FUTURE BUILDINGS
- NEW PARKING GARAGE

EXHIBIT B

A New Joint Use Science Technology Building
Classrooms, Non-Vocational Spaces, Office
42,000 SF/Floor
126,000 SF Total

← **PROJECT NO. #01**

B Non-Vocational Labs
Remodeled 2018 - Labs
4,051 GSF - Chemistry Labs

C Future multi-story Addition
Student Services, Auditoriums, Exhibition, Offices
12,000 SF/floor
48,000 Total

D Future new multi-story
Classrooms, Non-Vocational
42,000 SF/Floor
126,000 SF Total

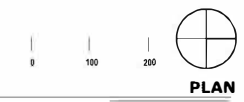
E Parking Garage
150,000 SF Total
Grade +1
425 Cars

← **PROJECT NO. #02**

AA Administration Building
Remodel existing Student Services
Admissions, Registration, Counseling
Testing - 14,000 SF - Offices

← **PROJECT NO. #03**

BB Remodel existing Wellness Center



01.12.2017 **HKS**

PBSC BOCA RATON CAMPUS PROJECT RECOMMENDATIONS FOR 2021-2026 EDUCATIONAL PLANT SURVEY

CAMPUS	PROJECT TYPE	PROJECT NAME	PROJECT NUMBER	BUILDING NO. & NAME	NOTES
BOCA RATON	NEW CONSTRUCTION	NEW JOINT USE SCIENCE TECHNOLOGY BUILDING CLASSROOMS, NON-VOCATIONAL LAB SPACES, OFFICES 3 FLOORS AT 42,000 S.F. PER FLOOR. TOTAL S.F. = 126,000 S.F.	#01	NEW BUILDING SCIENCE TECH.	NEW JOINT USE SCIENCE TECHNOLOGY BUILDING CLASSROOMS, NON-VOCATIONAL LAB SPACES, OFFICES 3 FLOORS AT 42,000 S.F. PER
BOCA RATON	NEW CONSTRUCTION	NEW JOINT USE PARKING GARAGE AT 150,000 S.F. TWO STORIES AT 75,000 SF EACH	#02	NEW BUILDING PARKING GARAGE	NEW JOINT USE PARKING GARAGE AT 150,000 S.F. TWO STORIES AT 75,000 SF EACH
BOCA RATON	REMODELING	ENTIRE REMODELING OF THE 1ST FLOOR, NORTH WING OF THE ADMINISTRATION BLDG. AD102 TO RE-ORGANIZE STUDENT SERVICES. ADMISSIONS/REGISTRATION, FINANCIAL AID, DISABILITY SUPPORT, ACADEMIC ADVISING/CAREER CENTER, FINANCE, AND STUDENT COMMON SPACES.	#03	AD102 ADMINISTRATION	REMODELING OF THE ENTIRE FIRST FLOOR OF THE NORTH WING OF THE ADMINISTRATION BUILDING AD101 FOR STUDENT SERVICES TO ONE STOP SHOP
BOCA RATON	REMODELING	REMODELING OF AD102 CASHIERS AREA AD155, AD156, AD157, AD 158 TO STUDENT ACCESSIBILITY OFFICE ON THE FIRST FLOOR OF THE ADMINISTRATION BLDG.	#04	AD102 ADMINISTRATION	REMODELING OF THE CASHIERS AREA AD155, AD156, AD157, AD 158 TO STUDENT ACCESSIBILITY OFFICE IN BLDG AD102
BOCA RATON	REMODELING	REMODELING OF THE CAREER CENTER AD154 AND OFFICE AD 154.1 TO STUDENT SERVICES OFFICES ON THE FIRST FLOOR OF THE ADMINISTRATION BUILDING AD102	#05	AD102 ADMINISTRATION	REMODELING OF THE CAREER CENTER AD154 AND OFFICE AD 154.1 TO STUDENT SERVICES OFFICES. (THIS WAS THE PREVIOUS LOCATION FOR PANTHER'S CLOSET AND PANTRY)
BOCA RATON	REMODELING	REMODELING OF TWO POSSIBLE SPACES FOR THE NEW PANTHER'S CLOSET AND PANTHER'S PANTRY. AD106 OR AD108 ON THE 1ST FLOOR AD102 ADMINISTRATION	#06	AD101 ADMINISTRATION	REMODELING OF TWO POSSIBLE SPACES FOR THE NEW PANTHER'S CLOSET AND PANTHER'S PANTRY. AD106 OR AD108 ON THE 1ST FLOOR AD102 ADMINISTRATION
BOCA RATON	REMODELING	REMODELING OF ADVISING OFFICES AD137 AND AD136 TO NEW CAREER SOURCE CENTER	#07	AD102 ADMINISTRATION	REMODELING OF ADVISING OFFICES AD137 AND AD136 TO NEW CAREER SOURCE CENTER
BOCA RATON	REMODELING	REMODELING OF THE 3RD FLOOR OF THE ADMINISTRATION BUILDING AD102 TO FACULTY TRAINING ROOM E-LEARNING AND FOURTH FLOOR WORKROOM STORAGE AREA. REMOVAL OF CONVENIENCE STAIR BETWEEN 3RD AND 4TH FLOORS TO ACCOMMODATE MORE FLOOR AREA	#08	AD101 ADMINISTRATION	REMODELING OF THE 3RD FLOOR OF THE ADMINISTRATION BUILDING AD102 TO FACULTY TRAINING ROOM AND FOURTH FLOOR WORKROOM STORAGE AREA
BOCA RATON	REMODELING	AD100 - 1ST FLOOR MAIN LOBBY RENOVATION.	#09	AD101 ADMINISTRATION	AD100 - 1ST FLOOR MAIN LOBBY RENOVATION.
BOCA RATON	RENOVATION	RENOVATION OF 1ST AND 2ND FLOOR MEN'S AND WOMEN'S RESTROOMS AND CUSTODIAL ROOMS IN CLASSROOM BUILDING" A" CA101	#10	CA101 CLASSROOM BLDG. A	RENOVATION OF 1ST AND 2ND FLOOR MEN'S AND WOMEN'S RESTROOMS AND CUSTODIAL ROOMS IN CLASSROOM BUILDING" A" CA101
BOCA RATON	REMODELING	REMODELING OF FIRST FLOOR CLASSROOM CERAMICS CLASSROOM CB117, KILN ROOM CB117.1, AND EGRESS COURTYARD TO PAINTING STUDIO	#11	CB100 CLASSROOM BLDG. B	REMODELING OF FIRST FLOOR CLASSROOM CERAMICS CLASSROOM CB117, KILN ROOM CB117.1, AND EGRESS COURTYARD TO PAINTING STUDIO
BOCA RATON	REMODELING	REMODELING ARCHITECTURAL STUDIO CB214 TO GENERAL CLASSROOM.	#12	CB100 CLASSROOM BLDG. B	REMODELING ARCHITECTURAL STUDIO CB214 TO GENERAL CLASSROOM.
BOCA RATON	REMODELING	REMODELING 1ST FLOOR TESTING CENTER BT127, COUNSELING CENTER BT125, LACTATION LOUNGE BT125.2, OFFICE BT125.1 AND CLASSROOM BT124 TO ENLARGED TESTING CENTER AND OFFICES	#13	BT104 BOCA TECH	REMODELING 1ST FLOOR TESTING CENTER BT127, COUNSELING CENTER BT125, LACTATION LOUNGE BT125.2, OFFICE BT125.1 AND CLASSROOM BT124 TO ENLARGED TESTING CENTER AND OFFICES
BOCA RATON	REMODELING	REMODELING OF BT149 STORAGE ROOM TO MOTHER'S LACTATION ROOM	#14	BT104 BOCA TECH	REMODELING OF BT149 STORAGE ROOM TO MOTHER'S LACTATION ROOM
BOCA RATON	REMODELING	REMODELING 2ND FLOOR BOCA TECH BT216 VOCATIONAL PREP INSTRUCTIONAL LAB AND BT201 LOBBY AREA TO STUDENT LEARNING AREAS	#15	BT104 BOCA TECH	REMODELING 2ND FLOOR BOCA TECH BT216 VOCATIONAL PREP INSTRUCTIONAL LAB AND BT201 LOBBY AREA TO STUDENT LEARNING AREAS
BOCA RATON	RENOVATION	RENOVATION OF 1ST AND 2ND FLOOR MEN'S AND WOMEN'S RESTROOMS AND CUSTODIAL ROOMS IN BOCA TECH BT104	#16	BT104 BOCA TECH	RENOVATION OF 1ST AND 2ND FLOOR MEN'S AND WOMEN'S RESTROOMS AND CUSTODIAL ROOMS IN BOCA TECH BT104
BOCA RATON	RENOVATION	RENOVATION OF MASSAGE THERAPY LAB BT132, 132.1 & 132.2	#17	BT104 BOCA TECH	RENOVATION OF MASSAGE THERAPY LAB BT132, 132.1 & 132.2
BOCA RATON	REMODELING	REMODELING OF INSTRUCTIONAL SUPPORT SERVICES BT116, BT116.1, BT116.2, BT116.3 TO COMPUTER CLASSROOM WHEN THE INSTRUCTIONAL SUPPORT SERVICES MOVES TO 3RD & 4TH FLOOR OF THE ADMINISTRATION BUILDING.	#18	BT104 BOCA TECH	REMODELING OF INSTR. SUPP. SERVICES BT116, BT116.1, BT116.2, BT116.3 TO COMPUTER CLASSROOM WHEN THE INSTR. SUPP. SERVICES MOVES TO 3RD & 4TH FLOOR OF THE ADMIN. BLDG.
BOCA RATON	REMODELING	REMODELING OF 1ST FLOOR HUMANITIES TECHNOLOGY BUILDING HT107 ROOM HT114 PAINTING STUDIO TO ARCHITECTURAL STUDIO	#19	HT107 HUMANITIES TECH	REMODELING OF 1ST FLOOR HUMANITIES TECHNOLOGY BUILDING HT107 ROOM HT114 PAINTING STUDIO TO ARCHITECTURAL STUDIO
BOCA RATON	REMODELING	REMODELING OF THE EXISTING WELLNESS CENTER, BT146, BT 145, BT 144, BT 144.1, BT143, AND BT 142 TO PHYSICAL THERAPY ASSISTING LAB	#20	BT104 BOCA TECH	NOT MENTIONED AND NOT SURE IF THIS WAS EVER APPROVED.
BOCA RATON	RENOVATION	RENOVATION BUILDING CB100 - ROOM CB202 MATH LAB, UPGRADE TECHNOLOGY, LIGHTING, CEILINGS, FLOORING, PAINTING , ELECTRIC AND DATA	#21	CB100 CLASSROOM BLDG. B	RENOVATION BUILDING CB100 - ROOM CB202 MATH LAB, UPGRADE TECHNOLOGY, LIGHTING, CEILINGS, FLOORING, PAINTING , ELECTRIC AND DATA