



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

May 4, 2007

Ms. Maggie Barreto
Associate General Counsel
Florida International University
11200 S.W. 8th Street, PC 511
Miami, Florida 33199


RE: Lease Modification Agreement for Florida International University
(Lease No. 2727)

Dear Ms. Barreto:

Enclosed for your record is one fully executed original of the above referenced agreement.

If you have any questions, please call me at (850) 245-2720.

Sincerely,


Sylvia Roberts, Land Acquisition Agent
Bureau of Public Land Administration
Division of State Lands

/sr
Enclosure

LEASE MODIFICATION AGREEMENT

THIS LEASE MODIFICATION AGREEMENT (herein called the "Agreement") is made and entered into as of April 27, 2007, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, (herein called the "Lessor") and **The FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (hereinafter referred to as the "University Board" or the Lessee").

RECITALS.

WHEREAS, the Lessor and the State of Florida Board of Regents (the "Board of Regents") entered into certain Lease Agreements (the "Leases"), whereby the Lessor leased to the Board of Regents certain public lands for the use and benefit of Florida International University (the "University"); and

WHEREAS, a list of the Leases are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Board of Regents was abolished, effective July 1, 2001, by Section 229.003, Florida Statutes (2001); and

WHEREAS, the Florida Board of Education (the "FBOE"), created pursuant to Section 229.004, Florida Statutes (2001), succeeded to the interest of the Board of Regents pursuant to Section 229.003(5)(b), Florida Statutes (2001); and

WHEREAS, on January 7, 2003, the Florida Statutes that created the FBOE were repealed and the FBOE was dissolved; and

WHEREAS, on January 7, 2003, the Board of Governors came into existence in accordance with Section 7, Article IX of the Florida Constitution; and

WHEREAS, Section 7, Article IX of the Florida Constitution also called for the creation of a board of trustees to administer each public university; and

WHEREAS, by Board of Governors' Resolution dated January 7, 2003 and Section 1001.74(5), Florida Statutes each public university board of trustees is empowered to enter into leases and contract and own real property; and

WHEREAS, because of such authority, the University Board has been determined to be the successor, by operation of law, to the interest of the Board of Regents and FBOE under the Leases.

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

Section 1. GRANT CLAUSE. The Lessor hereby declares that the Lessee shall be granted all of the rights, title, interest, duties and obligations of the FBOE under the Leases, and the Lessee hereby agrees to assume, all of the Board of Regents' and FBOE's rights, title, duties and obligations transferred as of the date of this Agreement.

Section 2. APPLICABILITY OF LEASES. The Leases, except as modified by this Agreement, shall remain in full force and effect and unchanged.

Section 3. MODIFICATONS AND GOVERNING LAW. This Agreement shall not be modified or amended except by written instrument by the parties hereto and shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in one or more counterparts, as of the day and year first above written.

LESSOR:

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

By: Gloria C. Barber
Gloria C. ~~Nelson~~ Barber, Operations and
Management Consultant Manager, Bureau of
Public Land Administration, Division of
State Lands, Department of Environmental
Protection

Approved as to Form and Legality

By: [Signature]
DEP Attorney

[Signature]
Witness
Sylvia S. Roberts
Print/Type Witness Name
[Signature]
Witness
Judy Woodard
Print/Type Witness Name

LESSEE:

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

By: [Signature]
VIVIAN A. SANCHEZ
Print Name/Title

[Signature]
Witness
ALEXANDER G. ZYME
Print/Type Witness Name
[Signature]
Witness
M Barreto
Print/Type Witness Name

EXHIBIT "A"

Leases for Florida International University

Lease Number

2727

Facility

FIU Campus

EXHIBIT "A"

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

LEASE AGREEMENT

(1)2727

No. 2727

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 Dade, State of Florida, together with the improvements thereon:

All those certain lands known as Florida International University properties as described in deed from Dade County to the Board of Trustees of the Internal Improvement Trust Fund, State of Florida and recorded in Official Records Book 6967, Pages 612-619 of the public records of Dade County, Florida.

7
54S
40E

FIL UR

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

EXHIBIT "A"

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No. 2727

Page 2

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.

EXHIBIT "A"

5

NO. 2727

page 3

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. Walker
Governor

Richard D. Stone
Secretary of State

Robert L. Shurin
Attorney General

Joe W. Dickerson
Comptroller

Thomas W. Pinally
Treasurer

Floyd 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

By Robert B. Mante
Chairman

ATTEST:

Shuck Charles
Secretary

(SEAL)
BOARD OF REGENTS

EXHIBIT "A"

Amendments to Lease Number 2727

55

Fiu JPC

COUNTY DEED

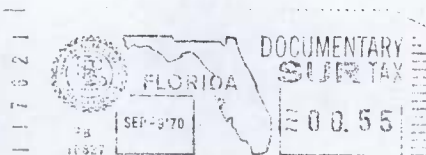
THIS DEED made this 7th day of December, 1969, by DADE COUNTY, party of the first part, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, Tallahassee, Florida, party of the second part.

WITNESSETH:

That the party of the first part for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part forever, for the specific and sole purpose of constructing and operating a State University, and for other purposes incidental thereto, the following described land lying and being in Dade County, Florida:

201033
STATE OF FLORIDA
DOCUMENTARY
SALES TAX
\$00.55

Commence at the Northeast corner of Section 7, Township 54 South, Range 40 East; thence South 02°17'10" East along the East line of aforesaid Section 7 a distance of 60.06 feet to a point of intersection with the South Right-Of-Way Line of State Road 90; thence South 88°26'05" West along the South Right-Of-Way Line of State Road 90 a distance of 55.00 feet to a point; thence South 02°17'10" East along a line parallel to and 55.00 feet West of the East line of aforesaid Section 7 a distance of 49.38 feet to the point of beginning of the parcel of land hereinafter described; thence continue South 02°17'10" East along a line 55.00 feet West of East line of aforesaid Section 7 a distance of 2432.98 feet to a point 55.00 feet West of the East quarter corner of aforesaid Section 7; thence South 03°08'40" East along a line 55.00 feet West of and parallel to the East line of aforesaid Section 7, a distance of 547.93 feet to a point; thence South 88°42'50" West a distance of 5174.56 feet to a point 150.00 feet East of the West line of aforesaid Section 7; thence North 01°59'00" West along a line 150.00 feet East of and parallel to the West line of aforesaid section 7 a distance of 1873.03 feet to Point of Curvature of a curve concave to the Southeast, having for its elements a radius of 500.00 feet and a central angle of 45°04'28"; thence run North and Northeasterly along the arc of said curve a distance of 393.35 feet to the point of tangency; thence North 43°05'28" East a distance 595.11 feet to the point of curvature of a curve concave to the Southeast, having for its elements a radius of 600.00 feet and a central angle of 45°20'37"; thence run Northeasterly along the arc of said curve a



Bill
18.00

Distance of 474.78 feet to the point of tangency; thence North 88°26'05" East 347.27 feet to a point; thence North 72°10'28" East 625.00 feet to a point of intersection with the South Right-Of-Way Line of State Road 90; thence North 88°26'05" East along the South line of State Road 90 a distance of 3155.80 feet to the point of curvature of a curve concave Southwesterly, having for its elements a radius of 50.00 feet and a central angle of 89°16'45"; thence run Easterly and Southeasterly along the arc of said curve a distance of 78.78 feet to the Point of Beginning; less that part thereof which lies within the NW¼ of the NW¼ of the NW¼ of said Section 7, Township 54 South, Range 40 East, Dade County, Florida; the net area of the above described land being 343.662 acres.

By acceptance of this deed, the Board of Trustees of the Internal Improvement Trust Fund, State of Florida, agrees that pursuant to Section 253.111 Florida Statutes, and otherwise, if such Board decides to sell the land conveyed by this deed, or portions thereof, Dade County shall have the option to repurchase such lands at a nominal price.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name, by its Board of County Commissioners acting by the Mayor of said Board the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

E. B. LEATHERMAN, CLERK

By:

Deputy Clerk

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:

Mayor

Authorized by Resolution No. R-1464-69, adopted December 3, 1969.

This instrument prepared by Burton P. Nuckols,
Right of Way Engineer,
Dade County Public Works Department

EXHIBIT "A"

AMENDMENT TO

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE NUMBER 2727
FLORIDA INTERNATIONAL UNIVERSITY

(2)2727-A

THIS LEASE AMENDMENT is entered into this 28th
day of February, 1984, by and between the BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of
Florida (hereinafter referred to as the BOARD) and the FLORIDA
BOARD OF REGENTS (hereinafter referred to as the LESSEE);

WHEREAS, the BOARD, 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

W I T N E S S E T H

WHEREAS, on January 22, 1974, the BOARD and the
LESSEE entered into Lease No. 2727;

WHEREAS, the BOARD and LESSEE desire to amend Lease
No. 2727;

NOW, THEREFORE, the BOARD and LESSEE hereby agree as
follows:

1. Paragraph 8 of Lease No. 2727 is hereby amended
by adding the following:

(a) The LESSEE is hereby authorized to grant utility
easements which will be necessary to service authorized facilities
located within the leased premises. Copies of any such easements
granted shall be filed timely with the BOARD.

7-545-40E

EXHIBIT "A"

-Page 2-

It is understood and agreed by the BOARD and the LESSEE that in each and every respect, the remaining terms of the original Lease No. 2727 shall remain unchanged; and the same is hereby ratified, approved and confirmed by the BOARD and the LESSEE.

IN TESTIMONY WHEREOF, the lawfully designated agents of the Board of Trustees of the Internal Improvement Trust Fund and the Florida Board of Regents have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida on the day and year first written above.


(SEAL)
BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA

APPROVED AS TO
FORM & LEGALITY


DEPARTMENT ATTORNEY

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

By:


DIRECTOR, DIVISION OF STATE
LANDS AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

(SEAL)
STATE OF FLORIDA
BOARD OF REGENTS

STATE OF FLORIDA
BOARD OF REGENTS

By:


Vice Chancellor for
Administration & Support

EXHIBIT "A"

1986-901 (A)

AMENDMENT TO (2) 2727-B
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 2727

THIS LEASE AMENDMENT is entered into this 2nd day
of June, 1986, by and between the BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State
of Florida (hereinafter referred to as the BOARD) and the
FLORIDA BOARD OF REGENTS

(hereinafter referred to as the LESSEE);

WHEREAS, the BOARD, 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

W I T N E S S E T H

WHEREAS, on January 22, 1974, the BOARD and the
LESSEE entered into Lease No. 2727;

WHEREAS, the BOARD and LESSEE desire to amend Lease No.
2727;

NOW, THEREFORE, the BOARD and LESSEE hereby agree as
follows:

1. Paragraph 1 of Lease No. 2727 is hereby amended
as follows:

TO INCLUDE THOSE LANDS DESCRIBED IN EXHIBIT "A"
HERETO ATTACHED AND MADE A PART HEREOF.

EXHIBIT "A"

Page 2

LEASE NO. 2727

It is understood and agreed by the BOARD and the LESSEE that in each and every respect the remaining terms of the original Lease No. 2727 shall remain unchanged; and the same is hereby ratified, approved and confirmed by the BOARD and the LESSEE.

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the FLORIDA BOARD OF REGENTS have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

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

By: 

DIRECTOR, DIVISION OF STATE
LANDS AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

FLORIDA BOARD OF REGENTS

(SEAL)
FLORIDA BOARD OF REGENTS

By: 

Name: George C. Bedell
Title: Acting Vice Chancellor for
Administration & Support

ATTEST:


Corporate Secretary

EXHIBIT "A"

Parcel "A"

A parcel of land in Section 22, Township 52 South, Range 42 East, Dade County, Florida more particularly described as follows:

Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East; thence North 87°00'29" East along the North line of said Section 22, a distance of 761.15 feet; thence South 3°00'24" East, a distance of 790.14 feet to the point of curvature of a tangent curve concave to the Northeast and the POINT OF BEGINNING of this description; thence southeasterly and easterly along said curve having a chord bearing of South 54°03'38" East, a central angle of 95°00'56" and a radius of 250.00 feet, for a distance of 414.58 feet to a point of compound curvature of a curve concave to the North; thence northeasterly along said curve parallel with the northerly line of the lands described in O.R. 8240, Pages 595-596, of the Official Records of Dade County, Florida, said curve having a chord bearing of North 65°37'57" East, a central angle of 26°40'52" and a radius 350.00 feet for a distance of 162.99 feet to a point of tangency; thence continue along said parallel line North 52°17'31" East, a distance of 425 feet; thence South 37°42'29" East, a distance of 150.00 feet to the northerly line of said lands described in O.R. Book 8240, Pages 595-596; thence South 52°17'31" West along said northerly line, a distance of 425.00 feet to the point of curvature of a tangent curve concave to the North; thence continue southwesterly along the curve of said northerly line having a chord bearing of South 65°37'57" West, a central angle at 26°40'52" and a radius of 500 feet for a distance of 232.84 feet to a point of tangency; thence continue along said northerly line South 78°58'23" West, a distance of 247.38 feet to the point of curvature of a curve concave to the Southeast; thence continue westerly and southerly along the curve of said northerly line having a chord bearing of South 39°41'33" West, a central angle of 73°33'41" and a radius of 70.00 feet for a distance of 95.98 feet to a point of cusp; thence North 5°39'00" West, a distance of 56.37 feet; thence North 3°00'24" West, a distance of 423.63 feet to the POINT OF BEGINNING.

Said Parcel contains 3.62 acres, more or less.

AND

Parcel "B"

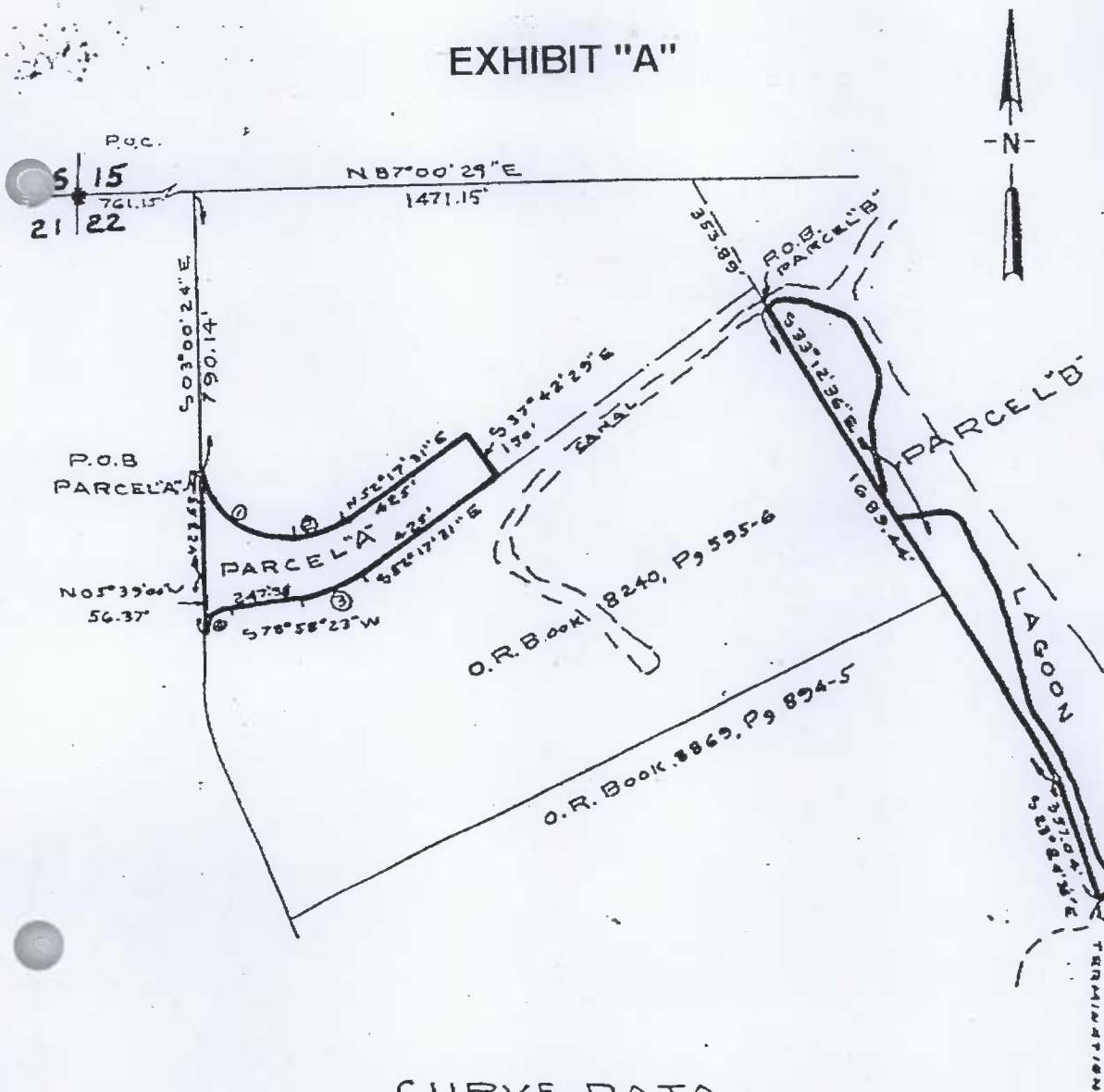
These lands in Section 22, Township 52 South, Range 42 East in Dade County, Florida, being bounded on the west by the easterly lines of lands described in Official Record Books 8240 at Pages 595-596 and 8869 at Pages 894-895, of Dade County, said easterly lines being more particularly described as follows: Commence at the Northwest corner of said Section 22; thence North 87°00'29" East along the North line of said Section 22, a distance of 2232.30 feet; thence South 33°12'36" East, a distance of 353.89 feet to the intersection of the northerly and easterly lines of lands described in Official Record Books 8240 at Pages 595-596 and 8869 at Pages 894-895 of Dade County; thence continue South 33°12'36" East, along said easterly line, a distance of 1689.44 feet, (1688.48 by deed) crossing a canal located approximately 75 feet from the beginning of this line, the southerly mean high water line of said canal being the Point of Beginning of the westerly and northerly boundary of the lands described herein; thence continue along said easterly line South 23°24'36" East, a distance of 357.04 feet to the mean high water line of a lagoon and Point of Termination of said easterly lines.

Said lands being bounded on the East by the westerly mean high water line of said lagoon and on the North by the southerly mean high water line of said canal.

Said lands contain approximately 3 acres, more or less.

The above descriptions were prepared from a survey performed by A. R. Toussaints and Assoc. Inc., dated October 1981.

EXHIBIT "A"



CURVE DATA

1	3
$\Delta = 95^{\circ}00'56''$	$\Delta = 26^{\circ}40'52''$
$R = 250.00'$	$R = 500.00'$
$L = 414.58'$	$L = 232.84'$
C.B. = $554^{\circ}03'38''E$	C.B. = $565^{\circ}37'57''W$
2	4
$\Delta = 26^{\circ}40'52''$	$\Delta = 78^{\circ}33'41''$
$R = 350.00'$	$R = 70.00'$
$L = 162.99'$	$L = 95.98'$
C.B. = $N 65^{\circ}37'57''E$	C.B. = $539^{\circ}41'33''W$

SKETCH of DESCRIPTION NOT A SURVEY

SEC 22, T 52 S, R 42 E

FLORIDA INTERNATIONAL
UNIVERSITY LEASE PARCEL "A" - "B"

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE LANDS
BUREAU OF SURVEY AND MAPPING

Scale:
1" = 400'

County

City

Date:
7-19-85

By:
G. G. GORDON

EXHIBIT "A"

ATL8101

(2)2727-C

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT TO LEASE NUMBER 2727

THIS LEASE AMENDMENT is entered into this 7th day of November, 1989, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the FLORIDA BOARD OF REGENTS, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, 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, on January 22, 1974, LESSOR and LESSEE entered into Lease No. 2727;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

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

1. The legal description of the leased premises set forth in Exhibit A of Lease No. 2727 is hereby amended to include the real property described in Exhibit A attached hereto.

2. Paragraph 8 is hereby amended to add the following:

- a. The LESSEE is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of such easements shall be filed timely with the Board.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 2727, except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

EXHIBIT "A"

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

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

Teresa R. Cook
Witness

Bonnie Folen
Witness

BY: Deborah A. Hart (SEAL)
CHIEF, BUREAU OF UPLANDS
MANAGEMENT, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

"LESSOR"

STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this
7th day of November, 1989 by Deborah A. Hart
as Chief, Bureau of Uplands Management, Division of State Lands,
Department of Natural Resources.

Sylvia Scott
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 25, 1991
Approved as to Form and Legality

By: Ernest M. Cull
DNR Attorney

STATE OF FLORIDA DEPARTMENT OF

Steve M. Hill
Witness
Belle Bah
Witness

BY: Charles B. Reed
Its: Chancellor (SEAL)

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
19 day of October, 1989 by Charles B. Reed
as Chancellor

Sandra C. Meredith
NOTARY PUBLIC

My Commission Expires: 2/23/90

EXHIBIT "A"

EXHIBIT A

All those certain lands known as Florida International University properties as described in deed from Dade County to the Board of Trustees of the Internal Improvement Trust Fund, State of Florida and recorded in Official Records Book 6967, Pages 612-619 of the public records of Dade County, Florida.

AND

A portion of the NW $\frac{1}{4}$ of Section 7, Township 54 South, Range 40 East, Dade County, Florida, being more particularly described as follows: Commence at the Northeast corner of the NW $\frac{1}{4}$ of said Section 7; thence run S $02^{\circ}24'48''$ E along the East line of the NW $\frac{1}{4}$ of said Section 7 for a distance of 73.13 feet to the point of intersection with the South right of way line of State Road 90; thence run S $88^{\circ}26'05''$ W along the South right of way line of State Road 90 for a distance of 577.40 feet to a point; thence run S $72^{\circ}10'28''$ W for a distance of 285.71 feet to the point of intersection with a line that is 80.00 feet South of and parallel to the South right of way line of State Road 90 and the Point of Beginning of the herein described parcel; thence run S $88^{\circ}26'05''$ W along a line that is 80.00 feet South of and parallel to the South right of way line of State Road 90 for a distance of 120.35 feet to the point of curvature of a circular curve to the left; thence run Southwesterly along the arc of said circular curve to the left, having a radius of 1145.92 feet, through a central angle of $23^{\circ}29'41''$, for an arc distance of 469.89 feet to the point of intersection with a line that is 175.00 feet South of and parallel to the South right of way line of State Road 90; thence run N $88^{\circ}26'05''$ E along a line that is 175.00 feet South of and parallel to the South right of way line of State Road 90 for a distance of 251.47 feet to a point; thence run N $72^{\circ}10'28''$ E for a distance of 339.29 feet to the Point of Beginning. Containing 0.577 acres, more or less.

AND

EXHIBIT "A"

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

2783
ABC

PARCEL "1": Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N87°25'05"E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S20°37'49"E for a distance of 613.60 feet; thence run S24°23'31"E for a distance of 1683.99 feet; thence run N65°36'29"E, at right angles to last described course, for a distance of 143.54 feet to the POINT OF BEGINNING of hereinafter described PARCEL "1":

From said POINT OF BEGINNING, thence run N25°21'54"W for a distance of 512.42 feet to a point of curvature of a circular curve to the right; thence run Northerly, along said curve to the right, having for its elements a central angle of 20°28'34", a radius of 655 feet, for an arc distance of 234.08 feet to the point of tangency of said curve; thence run N40°53'20"W for a distance of 55.37 feet; thence run N0°49'18"E for a distance of 98.77 feet to a point of curvature of a circular curve to the right; thence run Northeasterly, along the arc of said curve to the right, having for its elements a central angle of 78°33'41", a radius of 70 feet, for an arc distance of 95.98 feet to the point of tangency of said curve; thence run N79°22'59"E for a distance of 581.08 feet to a point of curvature of a circular curve to the right; thence run Southeasterly, along the arc of said curve to the right, having for its elements a central angle of 94°03'23", a radius of 70 feet, for an arc distance of 114.91 feet to the point of tangency of said curve; thence run S6°33'38"E for a distance of 100.00 feet to a point of curvature of a circular curve to the left; thence run Southeasterly, along the arc of said curve to the left, having for its elements a central angle of 33°24'38", a radius of 732 feet, for an arc distance of 426.85 feet to the point of tangency of said curve; thence run S39°58'16"E for a distance of 130.07 feet; thence run S61°43'50"W for a distance of 781.51 feet to the POINT OF BEGINNING; containing 14.165 acres of land, more or less.

PARCEL "2": Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N87°25'05"E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S20°37'49"E for a distance of 613.60 feet; thence run S24°23'31"E for a distance of 1683.99 feet; thence run N65°36'29"E, at right angles to last described course, for a distance of 143.54 feet; thence run N61°43'50"E for a distance of 860.14 feet to the POINT OF BEGINNING of hereinafter described PARCEL "2":

EXHIBIT "A"

2783 (

From said POINT OF BEGINNING, thence run N39°58'16"W for a distance of 146.02 feet to a point of curvature of a circular curve to the right; thence run Northwesterly and Northeasterly, along the arc of said curve to the right, having for its elements a central angle of 92°40'23", a radius of 655 feet, for an arc distance of 1059.43 feet to the point of tangency of said curve; thence run N52°42'07"E for a distance of 689.96 feet; thence run S32°48'00"E for a distance of 1033.25 feet; thence run S61°43'50"W for a distance of 1272.10 feet to the POINT OF BEGINNING; containing 25.835 acres of land; more or less.

PARCELS "1" and "2" together, contain 40.00 acres of land, more or less.

AND

2783

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N 87°25'05" E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S 2°37'49" E for a distance of 613.00 feet; thence run S 24°23'31" E for a distance of 1683.99 feet; thence run N 65°36'29" E, at right angles to last described course, for a distance of 143.54 feet; thence run N 61°43'50" E for a distance of 781.51 feet to the POINT OF BEGINNING of hereinafter described parcel of land:

BB

From said POINT OF BEGINNING, thence run N 39°58'16" W for a distance of 130.07 feet to a point of curvature of a circular curve to the right; thence run Northwesterly and Northeasterly along the arc of said circular curve to the right, having for its elements a central angle of 33°24'38", a radius of 732.00 feet, for an arc distance of 426.85 feet to the point of tangency of said curve; thence run N 6°33'38" W for a distance of 100.00 feet to a point of curvature of a circular curve to the left; thence run Northwesterly along the arc of said curve to the left, having for its elements a central angle of 94°03'23", a radius of 70.00 feet, for an arc distance of 114.91 feet to the point of tangency of said curve; thence run S 79°22'59" W for a distance of 333.70 feet to a point, from which point the center of the next described curve bears N 10°37'01" W; thence run Northeasterly along the arc of a circular curve to the left, having for its elements a central angle of 26°40'52", a radius of 500.00 feet, for an arc distance of 232.77 feet to the point of tangency of said curve; thence run N 52°42'07" E for 680.42 feet to a point, from which point the center of the next described curve bears S 37°17'53" E; thence run Southwesterly and Southeasterly along the arc of a circular curve to the left, having for its elements a central angle of 92°40'23", a radius of 655.00 feet, for an arc distance of 1059.43 feet to the point of tangency of said curve; thence run S 39°58'16" E for a distance of 146.02 feet; thence run S 61°43'50" W for a distance of 78.63 feet to the POINT OF BEGINNING, containing 2.642 acres of land, more or less.

EXHIBIT "A"

SUBJECT to conditions, reservations and restrictions as contained in deed from Inter-American Center Authority (Interama) to the Board of Trustees of the Internal Improvement Trust Fund recorded in Official Records Book 8937 at Pages 445-449, Public Records of Dade County, Florida.

Also,

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 22, thence run N 87°25'05" E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S 2°37'49" E, for a distance of 613.60 feet to a point known as P.R.M. No. 104; thence run S 24°23'31" E, for a distance of 2,280.00 feet to a point known as P.R.M. No. 103; thence run N 24°23'31" W, for a distance of 596.01 feet; thence run N 65°36'29" E, at right angles to last described course, for a distance of 143.54 feet to the POINT OF BEGINNING of hereinafter described parcel:

From said POINT OF BEGINNING, thence run N 61°43'50" E for a distance of 2132.24 feet; thence run S 32°48'00" E for a distance of 655.23 feet;

thence run S 23°00'00" E for a distance of 357.04 feet; thence run S 56°08'58" W for a distance of 298.04 feet; thence run S 10°05'54" W for a distance of 375.37 feet; thence run S 79°33'36" W for a distance of 138.50 feet; thence run S 58°38'49" W for a distance of 1436.62 feet; thence run N 35°22'42" W for a distance of 542.75 feet to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said curve to the right, having for its elements a central angle of 10°00'48", a radius of 1970.78 feet, for an arc distance of 344.43 feet to the point of tangency of said curve; thence run N 25°21'54" W for a distance of 485.19 feet to the POINT OF BEGINNING of said parcel, containing 63.039 acres of land, more or less.

AND

A parcel of land situated in Section 22, Township 52 South, Range 42 East of Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N 88°01'26" E, along the South line of said Section 22, for a distance of 1398.67 feet to a point; thence run N 58°52'41" E, along the Dade County Bulkhead Line (PB 74, Pg. 1), for a distance of 430.00 feet to the Point of Beginning of the hereinafter described parcel:

EXHIBIT "A"

From said Point of Beginning, thence run N 24°23'31" W, for a distance of 910.42 feet; thence run N 45°06'29" E, for a distance of 528.00 feet; thence run N 34°31'31" W, for a distance of 595.13 feet; thence run N 58°38'49" E, for a distance of 1588.93 feet; thence run N 79°33'36" E, for a distance of 648.43 feet; thence run S 21°06'15" E, for a distance of 402.77 feet; thence run S 20°55'44" E, for a distance of 683.20 feet; thence run S 13°26'42" E, for a distance of 267.94 feet; thence run S 10°58'34" W, for a distance of 423.85 feet to the Point of Intersection with said Dade County Bulkhead Line; thence run S 56°45'35" W along said Dade County Bulkhead Line for a distance of 48.75 feet to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right, having for its elements a central angle of 24°46'42", a radius of 1192.15 feet, for an arc distance of 515.56 feet to the point of tangency of said curve; thence run S 75°16'00" W for a distance of 405.07 feet to the point of curvature of a circular curve to the left, thence run southwesterly along the arc of said curve to the left, having for its elements a central angle of 16°23'19", a radius of 2200 feet, for an arc distance of 629.28 feet to the point of tangency of said curve; thence run S 58°52'41" W, continuing along said Bulkhead Line, for a distance of 654.80 feet to the Point of Beginning; containing 92.60 acres, more or less.

Excepting from the above described property the following:

Section 22, Township 52 South, Range 42 East, Dade County, said part more particularly described as follows: Commencing at the S.W. corner of said Section 22 run S 86°36'21" W a distance of 141.60 feet along the South line of Section 21, Township 52 South, Range 42 East; thence N 16°36'23" W a distance of 22.75 feet to a point in a curve concave Northerly and having a tangent bearing of N 73°23'37" E through said point; thence Easterly along said curve having a radius of 1839.61 feet, through an angle of 27°32'32", an arc distance of 884.30 feet to the end of said curve; thence N 45°51'05" E a distance of 250.0 feet to the beginning of a curve concave Southeasterly; thence Northeasterly along said curve having a radius of 1980.11 feet, through an angle of 11°34'41", an arc distance of 400.13 feet to the end of said curve; thence N 57°25'46" E a distance of 349.48 feet to a point in the West line of the Interama property and the Point of Beginning; thence continue N 57°25'46" E a distance of 173.17 feet; thence S 31°10'36" E a distance of 59.77 feet; thence N 58°49'24" E a distance of 404.84 feet to the beginning of a curve concave Southwesterly; thence Easterly and Southerly along said curve having a radius of 130.0 feet,

EXHIBIT "A"

through a central angle of $84^{\circ}12'48''$, an arc distance of 191.07 feet to the end of said curve; thence $S\ 36^{\circ}57'48''\ E$ a distance of 84.30 feet to the beginning of a curve concave Northeasterly; thence Southerly and Easterly along said curve having a radius of 200.0 feet, through a central angle of $79^{\circ}53'46''$, an arc distance of 278.89 feet to a point of compound curvature; thence Easterly along said compound curve having a radius of 1727.58 feet through an angle of $05^{\circ}42'38''$ an arc distance of 172.18 feet to the end of said curve; thence $S\ 32^{\circ}34'12''\ E$ a distance of 110.0 feet to a point and the beginning of a curve concave Northerly and having a tangent bearing of $S\ 57^{\circ}25'48''\ W$ through said point; thence Westerly along said curve having a radius of 1837.58 feet, through a central angle of $05^{\circ}42'38''$ an arc distance of 183.15 feet to a point of compound curvature; thence Westerly and Northerly along said compound curve having a radius of 310.0 feet through a central angle of $79^{\circ}53'46''$ an arc distance of 432.28 feet to the end of said curve; thence $N\ 36^{\circ}57'48''\ W$ a distance of 84.30 feet to the beginning of a curve concave Southwesterly; thence Northerly and Westerly along said curve having a radius of 20.0 feet through a central angle of $84^{\circ}12'48''$ an arc distance of 29.40 feet to the end of said curve; thence $S\ 58^{\circ}49'24''\ W$ a distance of 404.84 feet; thence $N\ 31^{\circ}10'36''\ W$ a distance of 9.75 feet; thence $S\ 57^{\circ}25'46''\ W$ a distance of 188.24 feet to the West line of said Interama property; thence $N\ 25^{\circ}48'36''\ W$ a distance of 161.12 feet along the West line of said Interama property to the Point of Beginning; containing 3.2943 acres, more or less.

1903 MAY 18 PM 4 24

839 9049

EXHIBIT H-2

RETURN TO:

Ramon E. Rasco, Esq.
Holland & Knight
P. O. Box 015441
1200 Brickell Avenue
Miami, Fla. 33101

REC 11793 PG 339

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

LEASE AGREEMENT

No. 2783

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 FLORIDA BOARD OF REGENTS, for use and benefit of Florida International University 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 Dade, State of Florida, together with the improvements thereon:

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

PARCEL "1": Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N87° 25'05"E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S2°37'49"E for a distance of 613.60 feet; thence run S24°23'31"E for a distance of 1683.99 feet; thence run N65°36'29"E, at right angles to last described course, for a distance of 143.54 feet to the POINT OF BEGINNING of hereinafter described PARCEL "1";

LEGAL DESCRIPTION APPROVED

AND:
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS

SBC

Now
Under
MASTON

III

2727

lease

1700

OFF 11793 PG 340
REC

No. 2783

Page 2

From said POINT OF BEGINNING, thence run N25° 21'54"W for a distance of 512.42 feet to a point of curvature of a circular curve to the right; thence run Northerly, along said curve to the right, having for its elements a central angle of 20°28'34", a radius of 655 feet, for an arc distance of 234.08 feet to the point of tangency of said curve; thence run N40°53'20"W for a distance of 55.37 feet; thence run N0°49'18"E for a distance of 98.77 feet to a point of curvature of a circular curve to the right; thence run Northeasterly, along the arc of said curve to the right, having for its elements a central angle of 78° 33'41", a radius of 70 feet, for an arc distance of 95.93 feet to the point of tangency of said curve; thence run N79°22'59"E for a distance of 81.08 feet to a point of curvature of a circular curve to the right; thence run Southeasterly, along the arc of said curve to the right, having for its elements a central angle of 94°03'23", a radius of 70 feet, for an arc distance of 114.91 feet to the point of tangency of said curve; thence run S6°33'38"E for a distance of 100.00 feet to a point of curvature of a circular curve to the left; thence run Southeasterly, along the arc of said curve to the left, having for its elements a central angle of 33°24'38", a radius of 732 feet, for an arc distance of 426.85 feet to the point of tangency of said curve; thence run S39°58'16"E for a distance of 130.07 feet; thence run S61°43' 50"W for a distance of 781.51 feet to the POINT OF BEGINNING, containing 14.165 acres of land, more or less.

PARCEL "2": Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N87°25'05"E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S20°37'49"E for a distance of 613.60 feet; thence run S24°23' 31"E for a distance of 1683.99 feet; thence run N65°36'29"E, at right angles to last described course, for a distance of 143.54 feet; thence run N61°43'50"E for a distance of 860.14 feet to the POINT OF BEGINNING of hereinafter described PARCEL "2":

From said POINT OF BEGINNING, thence run N39°58' 16"W for a distance of 146.02 feet to a point of curvature of a circular curve to the right; thence run Northwesterly and Northeasterly, along the arc of said curve to the right, having for its elements a central angle of 92°40'23", a radius of 655 feet, for an arc distance of 1059.43 feet to the point of tangency of said curve; thence run N52°42'07"E for a distance of 689.96 feet; thence run S32°48'00"E for a distance of 1033.25 feet; thence run S61°43' 50"W for a distance of 1272.10 feet to the POINT OF BEGINNING, containing 25.835 acres of land, more or less.

PARCELS "1" and "2" together, contain 40.00 acres of land, more or less.

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

No. 2871

WHEREAS, 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, 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 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, for the use and benefit of Florida International University 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 Dade, State of Florida, together with the improvements thereon:

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N 87°25'05" E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S 2°37'49" E for a distance of 613.00 feet; thence run S 24°23'31" E for a distance of 1683.99 feet; thence run N 65°36'29" E, at right angles to last described course, for a distance of 143.54 feet; thence run N 61°43'50" E for a distance of 781.51 feet to the POINT OF BEGINNING of hereinafter described parcel of land:

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

LM13-375

From said POINT OF BEGINNING, thence run N 39° 50'16" W for a distance of 130.07 feet to a point of curvature of a circular curve to the right; thence run Northwesterly and Northeasterly along the arc of said circular curve to the right, having for its elements a central angle of 33°24'38", a radius of 732.00 feet, for an arc distance of 426.85 feet to the point of tangency of said curve; thence run N 6°33'38" W for a distance of 100.00 feet to a point of curvature of a circular curve to the left; thence run Northwesterly along the arc of said curve to the left, having for its elements a central angle of 94°03'23", a radius of 70.00 feet, for an arc distance of 114.91 feet to the point of tangency of said curve; thence run S 79°22'59" W for a distance of 333.70 feet to a point, from which point the center of the next described curve bears N 10°37'01" W; thence run Northeasterly along the arc of a circular curve to the left, having for its elements a central angle of 26°40'52", a radius of 500.00 feet, for an arc distance of 232.77 feet to the point of tangency of said curve; thence run N 52°42'07" E for 660.42 feet to a point, from which point the center of the next described curve bears S 37°17'53" E; thence run Southwesterly and Southeasterly along the arc of a circular curve to the left, having for its elements a central angle of 92°40'23", a radius of 655.00 feet, for an arc distance of 1059.43 feet to the point of tangency of said curve; thence run S 39°58'16" E for a distance of 146.02 feet; thence run S 61°43'50" W for a distance of 78.63 feet to the POINT OF BEGINNING, containing 2.642 acres of land, more or less.

SUBJECT to conditions, reservations and restrictions as contained in deed from Inter-American Center Authority (Interama) to the Board of Trustees of the Internal Improvement Trust Fund recorded in Official Records Book 8937 at Pages 445-449, Public Records of Dade County, Florida.

Also,

A parcel of land in Section 22, Township 52 South, Range 42 East of Dade County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Section 22, thence run N 87°25'05" E, along the North line of said Section 22, for a distance of 250.00 feet; thence run S 2°37'49" E, for a distance of 613.60 feet to a point known as P.R.M. No. 104; thence run S 24°23'31" E, for a distance of 2,280.00 feet to a point known as P.R.M. No. 103; thence run N 24°23'31" W, for a distance of 596.01 feet; thence run N 65°36'29" E, at right angles to last described course, for a distance of 143.54 feet to the POINT OF BEGINNING of hereinafter described parcel:

From said POINT OF BEGINNING, thence run N 61°43'50" E for a distance of 2132.24 feet; thence run S 32°48'00" E for a distance of 655.23 feet;

BBC

now under

MASTIN 2727

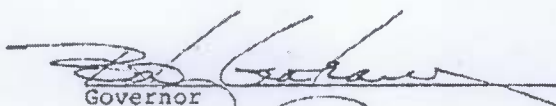
thence run S 23°00'00" E for a distance of 357.04 feet; thence run S 56°03'58" W for a distance of 298.04 feet; thence run S 10°05'54" W for a distance of 375.37 feet; thence run S 79°33'36" W for a distance of 138.50 feet; thence run S 58°38'49" W for a distance of 1436.62 feet; thence run N 35°22'42" W for a distance of 542.75 feet to a point of curvature of a circular curve to the right; thence run Northwesterly along the arc of said curve to the right, having for its elements a central angle of 10°00'48", a radius of 1970.78 feet, for an arc distance of 344.43 feet to the point of tangency of said curve; thence run N 25°21'54" W for a distance of 485.19 feet to the POINT OF BEGINNING of said parcel, containing 63.039 acres of land, more or less.

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

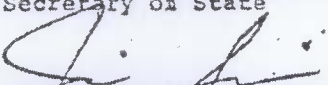
12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

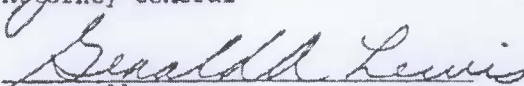
IN TESTIMONY WHEREOF, the Trustees for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed, in the City of Tallahassee, Florida, on this the 29th day of January, A. D. 1981, and the Florida Board of Regents has duly executed same and has affixed its seal hereto this 29th day of January, A. D. 1981.


(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA



Governor

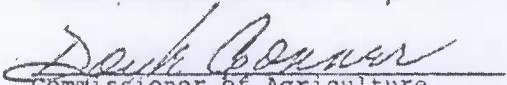

Secretary of State


Attorney General


Comptroller


Treasurer


Commissioner of Education


Commissioner of Agriculture

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

APPROVED AS TO
FORM AND LEGALITY


DNR ATTORNEY

(SEAL)
FLORIDA BOARD
OF REGENTS

FLORIDA BOARD OF REGENTS

BY: 

Vice Chancellor for
Administration & Support

A parcel of land situated in Section 22, Township 52 South, Range 42 East of Dade County, Florida, being more particularly described as follows:

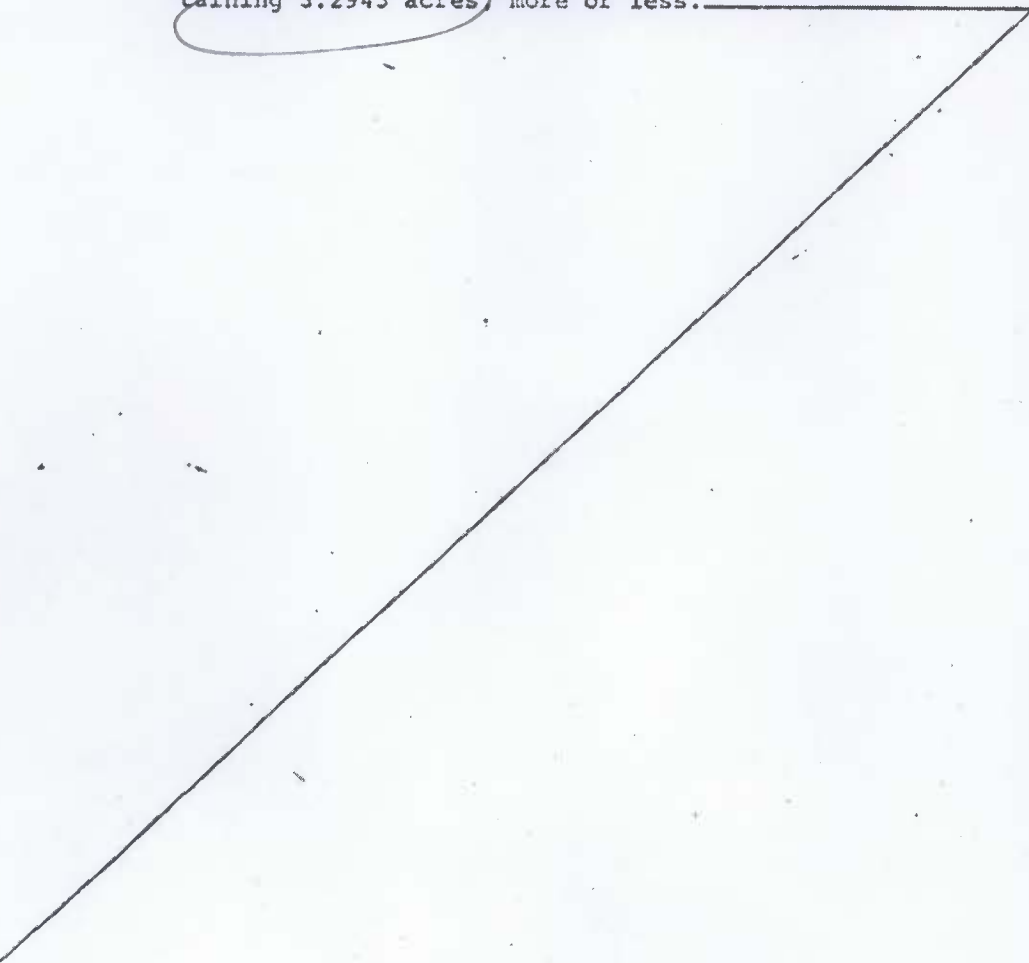
Commence at the Southwest corner of Section 22, Township 52 South, Range 42 East of Dade County, Florida; thence run N $88^{\circ}01'26''$ E, along the South line of said Section 22, for a distance of 1398.67 feet to a point; thence run N $58^{\circ}52'41''$ E, along the Dade County Bulkhead Line (PB 74, Pg. 1), for a distance of 430.00 feet to the Point of Beginning of the hereinafter described parcel:

From said Point of Beginning, thence run N $24^{\circ}23'31''$ W, for a distance of 910.42 feet; thence run N $45^{\circ}06'29''$ E, for a distance of 528.00 feet; thence run N $34^{\circ}31'31''$ W, for a distance of 595.13 feet; thence run N $58^{\circ}38'49''$ E, for a distance of 1588.93 feet; thence run N $79^{\circ}33'36''$ E, for a distance of 648.43 feet; thence run S $21^{\circ}06'15''$ E, for a distance of 402.77 feet; thence run S $20^{\circ}55'44''$ E, for a distance of 683.20 feet; thence run S $13^{\circ}26'42''$ E, for a distance of 267.94 feet; thence run S $10^{\circ}58'34''$ W, for a distance of 423.85 feet to the Point of Intersection with said Dade County Bulkhead Line; thence run S $56^{\circ}45'35''$ W along said Dade County Bulkhead Line for a distance of 48.75 feet to a point of curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right, having for its elements a central angle of $24^{\circ}46'42''$, a radius of 1192.15 feet, for an arc distance of 515.56 feet to the point of tangency of said curve; thence run S $75^{\circ}16'00''$ W for a distance of 405.07 feet to the point of curvature of a circular curve to the left, thence run southwesterly along the arc of said curve to the left, having for its elements a central angle of $16^{\circ}23'19''$, a radius of 2200 feet, for an arc distance of 629.28 feet to the point of tangency of said curve; thence run S $58^{\circ}52'41''$ W, continuing along said Bulkhead Line, for a distance of 554.80 feet to the Point of Beginning; containing 92.60 acres, more or less.

Excepting from the above described property the following:

Section 22, Township 52 South, Range 42 East, Dade County, said part more particularly described as follows: Commencing at the S.W. corner of said Section 22 run S $86^{\circ}36'21''$ W a distance of 141.60 feet along the South line of Section 21, Township 52 South, Range 42 East; thence N $16^{\circ}36'23''$ W a distance of 22.75 feet to a point in a curve concave Northerly and having a tangent bearing of N $73^{\circ}23'37''$ E through said point; thence Easterly along said curve having a radius of 1839.61 feet, through an angle of $27^{\circ}32'32''$, an arc distance of 884.30 feet to the end of said curve; thence N $45^{\circ}51'05''$ E a distance of 250.0 feet to the beginning of a curve concave Southeasterly; thence Northeasterly along said curve having a radius of 1980.11 feet, through an angle of $11^{\circ}34'41''$, an arc distance of 400.13 feet to the end of said curve; thence N $57^{\circ}25'46''$ E a distance of 349.48 feet to a point in the West line of the Interama property and the Point of Beginning; thence continue N $57^{\circ}25'46''$ E a distance of 173.17 feet; thence S $31^{\circ}10'36''$ E a distance of 59.77 feet; thence N $58^{\circ}49'24''$ E a distance of 404.84 feet to the beginning of a curve concave Southwesterly; thence Easterly and Southeasterly along said curve having a radius of 130.0 feet,

through a central angle of $84^{\circ}12'48''$, an arc distance of 191.07 feet to the end of said curve; thence $S 36^{\circ}57'48'' E$ a distance of 84.30 feet to the beginning of a curve concave Northeasterly; thence Southerly and Easterly along said curve having a radius of 200.0 feet, through a central angle of $79^{\circ}53'46''$, an arc distance of 278.89 feet to a point of compound curvature; thence Easterly along said compound curve having a radius of 1727.58 feet through an angle of $05^{\circ}42'38''$ an arc distance of 172.18 feet to the end of said curve; thence $S 32^{\circ}34'12'' E$ a distance of 110.0 feet to a point and the beginning of a curve concave Northerly and having a tangent bearing of $S 57^{\circ}25'48'' W$ through said point; thence Westerly along said curve having a radius of 1837.58 feet, through a central angle of $05^{\circ}42'38''$ an arc distance of 183.15 feet to a point of compound curvature; thence Westerly and Northerly along said compound curve having a radius of 310.0 feet through a central angle of $79^{\circ}53'46''$ an arc distance of 432.28 feet to the end of said curve; thence $N 36^{\circ}57'48'' W$ a distance of 84.30 feet to the beginning of a curve concave Southwesterly; thence Northerly and Westerly along said curve having a radius of 20.0 feet through a central angle of $84^{\circ}12'48''$ an arc distance of 29.40 feet to the end of said curve; thence $S 58^{\circ}49'24'' W$ a distance of 404.84 feet; thence $N 31^{\circ}10'36'' W$ a distance of 9.75 feet; thence $S 57^{\circ}25'46'' W$ a distance of 188.24 feet to the West line of said Interama property; thence $N 25^{\circ}48'36'' W$ a distance of 161.12 feet along the West line of said Interama property to the Point of Beginning; containing 3.2943 acres more or less.



73 OCT 11 PM 4:10

OFF REC 8470 PG 2344

17

COUNTY DEED

THIS DEED made this 22nd day of JUNE A.D. 1973, by

DADE COUNTY, party of the first part, and the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND, STATE OF FLORIDA, Tallahassee, Florida,
party of the second part.

WITNESSETH:

That the party of the first part for and in consideration of the
sum of One Dollar (\$1.00), and other valuable considerations, to it in hand
paid by the party of the second part, receipt whereof is hereby acknowledged,
has granted, bargained and sold to the party of the second part forever, for
the specific and sole purpose of constructing and operating a State Univer-
sity, and for other purposes incidental thereto, the following described land
lying and being in Dade County, Florida:

A portion of the NW 1/4 of Section 7, Township 54 South, Range 40
East, Dade County, Florida, being more particularly described as
follows:

Commence at the Northeast corner of the NW 1/4 of said Section
7; thence run S 02°24'48" E along the East line of the NW 1/4 of
said Section 7 for a distance of 73.13 feet to the point of inter-
section with the South right of way line of State Road 90; thence
run S 88°26'05" W along the South right of way line of State Road
90 for a distance of 577.40 feet to a point; thence run S 72°10'28" W
for a distance of 285.71 feet to the point of intersection with a
line that is 80.00 feet South of and parallel to the South right of
way line of State Road 90 and the Point of Beginning of the herein
described parcel; thence run S 88°26'05" W along a line that is 80.00
feet South of and parallel to the South right of way line of State
Road 90 for a distance of 120.35 feet to the point of curvature of a
circular curve to the left; thence run Southwesterly along the arc
of said circular curve to the left, having a radius of 1145.92 feet,
through a central angle of 23°29'41", for an arc distance of 469.89
feet to the point of intersection with a line that is 175.00 feet
South of and parallel to the South right of way line of State Road
90; thence run N 88°26'05" E along a line that is 175.00 feet South
of and parallel to the South right of way line of State Road 90 for
a distance of 251.47 feet to a point; thence run N 72°10'28" E for
a distance of 339.29 feet to the Point of Beginning.

Containing 0.577 acres, more or less.

By acceptance of this deed, the Board of Trustees of the Internal
Improvement Trust Fund, State of Florida, agrees that pursuant to Section
253.111 Florida Statutes, and otherwise, if such Board decides to sell the
land conveyed by this deed, or portions thereof, Dade County shall have the
option to repurchase such lands at a nominal price.

This instrument was prepared by

[Signature] of
DADE COUNTY PUBLIC WORKS DEPT.
1351 N. W. 12th Street, Miami, Florida

P.L.
\$1.00

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name, by its Board of County Commissioners acting by the Mayor of said Board the day and year aforesaid.

(OFFICIAL SEAL)

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

ATTEST:

RICHARD P. BRINKER, CLERK

By: *Edward D. Phelan*

Deputy Clerk

By: *Harry P. Cain*

Mayor

Vice

Authorized by Resolution No. R-6-73, adopted Jan 9, 1973

STATE OF FLORIDA)
COUNTY OF DADE)

Before me personally appeared Harry P. Cain and Edward D. Phelan, to me well known and known to be the ^{Vice} Mayor and Deputy Clerk of Dade County, Florida, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of June

, 19 73.

Bernice F. Wabbe
Notary Public

State of Florida at Large

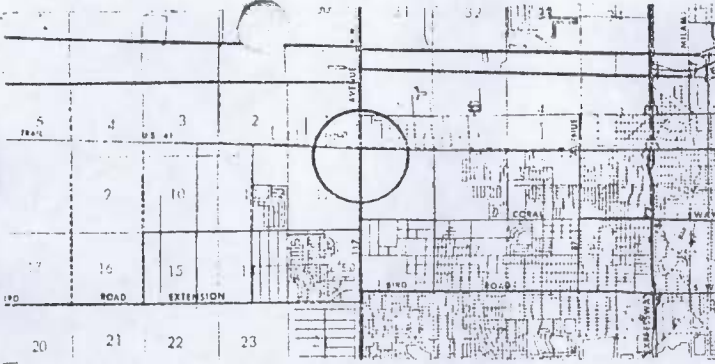
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 12, 1974
BONDED THRU FRED W. DIESTELHORST

My commission expires

SEC. 7

TWP.54

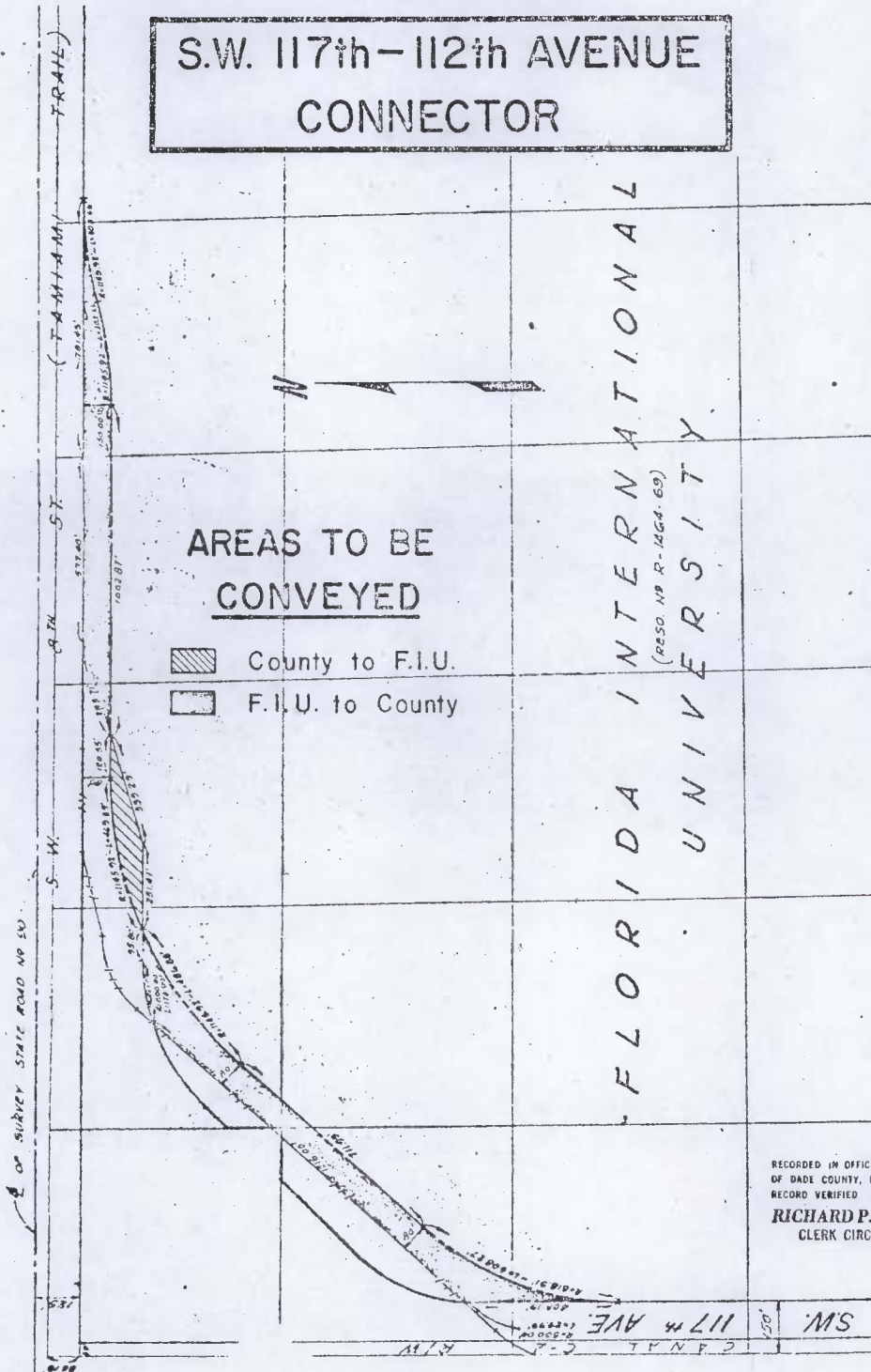
RGE.40



19

LOCATION MAP

S.W. 117th-112th AVENUE
CONNECTOR



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

EXHIBIT "A"

Engineering Project

ATL1

(36 Acres)

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

AMENDMENT NUMBER FOUR TO LEASE NUMBER 2727

THIS LEASE AMENDMENT is entered into this 21st day of
April, 2003, by and between the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter
referred to as "LESSOR" and the BOARD OF TRUSTEES OF FLORIDA
INTERNATIONAL UNIVERSITY (successor in interest to the Florida Board
of Education, which was the successor in interest to the Florida
Board of Regents), hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, 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, on January 22, 1974, LESSOR and LESSEE entered into
Lease Number 2727; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add
land to the leased property.

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

1. The legal description of the leased premises set forth in
Exhibit "A" of Lease Number 2727 is hereby amended to include the
real property described in Exhibit "A", attached hereto, and by
reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each
and every respect the terms of the Lease Number 2727, except as
amended, shall remain unchanged and in full force and effect and the

EXHIBIT "A"

same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

Dep Roberts
Witness
Sylvia Roberts
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of April, 2003, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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. She is personally known to me.

Theresa M. Brady
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Theresa M. Brady
Commission # DD061826
Expires Jan. 2, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to Form and Legality

By: Samuel L. Hise
DEP Attorney

EXHIBIT "A"

BOARD OF TRUSTEES OF FLORIDA
INTERNATIONAL UNIVERSITY

Charmaine Cave
Witness

CHARMAINE CAVE
Print/Type Witness Name

Anderson
Witness

Andrea Monsalve
Print/Type Witness Name

By: [Signature] (SEAL) Yds

Paul D. Gallagher
Print/Type Name

Title: Executive Vice President

"LESSEE"

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 14
day of April, 2003, by Paul D. Gallagher
as Exec. V.P., on behalf of the Florida Board of
Education. He/she is personally known to me. INTERNATIONAL
UNIVERSITY

[Signature]
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

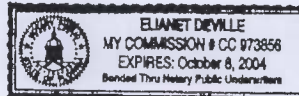


EXHIBIT "A"

EXHIBIT "A" LEGAL DESCRIPTION

17514-1747

R=620015

This instrument prepared by

John B. Scoville, Jr. Esq.
OUNSYER, YONKLEY, VALDEZ-PAUL & STEWART, P.A.
Suite 3400 - One Biscayne Tower
Two South Biscayne Boulevard
Miami, Florida 33131

97R044400 1997 JAN 31 16:29

DOCTIPDEE 97,200.00 EIGHTY 72,900.00
HARVEY RUIN, CLEK BADE COUNTY, FL

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED, made this 28 day of January, 1997, by and between FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC., a Florida not-for-profit corporation (Grantor) whose address is University Park, Miami, Florida, 33199 in favor of BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (Grantee), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) in hand paid by Grantee and other valuable considerations, the receipt and sufficiency whereof are acknowledged hereby, grants, bargains and sells to the said Grantee and to Grantee's successors and assigns, forever, all of Grantor's right, title and interest in and to the real property in the County of Dade, State of Florida, described in Exhibit "A" hereto, and all improvements and fixtures thereon (the "Property").

Property Appraiser's Parcel Identification Number: 30-4085-001-0130

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This Deed is an absolute conveyance of the Property, in form as well as substance, from Grantor to Grantee

AND GRANTOR fully warrants title to the land conveyed hereby, and will defend the same against the lawful claims of all persons whomsoever

WITNESSETH

GRANTOR

FLORIDA INTERNATIONAL UNIVERSITY
FOUNDATION, INC., a Florida not-for-profit
corporation

By: PAUL GALLAGHER, Executive Director

STATE OF FLORIDA)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 28 day of January 1997, by PAUL GALLAGHER, Executive Director of Florida International University Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced as identification

My Commission Expires

Notary Public, State of Florida

97421641

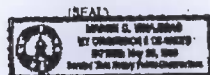


EXHIBIT "A"

OFF. 17514-1748
REC.

EXHIBIT "A"

Tracts 8, 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, LESS AND EXCEPT the following three parcels:

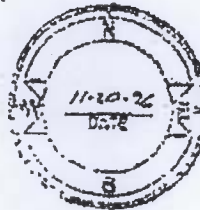
That portion of said Tracts 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, that lies within the South 50.00 feet of the Northwest one quarter (NW 1/4) of said Section 5, Township 54 South, Range 40 East, lying and being in Dade County, Florida;

The West 40.00 feet of said Tracts 8 and 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida; and

All that part of said Tract 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, which lies southwesterly of the long chord formed by a 25.00 foot radius arc, concave to the Northwest, said arc being tangent to the East line of the West 40.00 feet of said Tract 9 and Tangent to the North line of the South 35.00 feet of said Tract 9.

5
54
401

HARVEY P. HARRIS
CLERK OF THE COURT



GUNSTER, YOAKLEY, VALDES-FAULI & STEWART, P.A.
ATTORNEYS AT LAW

File Engineering
Property

OUR FILE NUMBER:

WRITER'S DIRECT DIAL NUMBER: 376-6000

January 27, 1997

On Flagler
Street

VIA HAND-DELIVERY

Mr. Alex Zyne
Florida International University
University Park
PC522
Miami, FL 33199

Dear Alex:

Enclosed please find an original Agreement for Sale and Purchase, which you requested.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Juan E. Serralles

JES/ac

Enclosure

0143606.01

One Biscayne Tower
Two South Biscayne Boulevard, Suite 3400 • Miami, FL 33131-1897
(305) 376-6000 Fax: (305) 376-6010 e-mail: @gunster.com

FORT LAUDERDALE • MIAMI • PALM BEACH • STUART • TALLAHASSEE • VERO BEACH • WEST PALM BEACH

Project : FIU/CAMPUS EXPANSION
Parcel #: CORDIS BUILDING

ACQAGPUR.GH
(Form Revised 12/04/95)
DNR 61-24(16)

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 12th day of December, 1996, between FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC., a Florida not-for-profit corporation, whose address is % Business Manager, University Park PC 522B, Miami, Florida 33199, as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, for the use and benefit of the FLORIDA BOARD OF REGENTS and FLORIDA INTERNATIONAL UNIVERSITY ("Acquiring Agency"), whose address is % Florida International University, University Park, Miami, Florida 33199. Trustees and Acquiring Agency are referred to jointly as "Purchaser" with the Trustees holding title to the Property as defined below and the Acquiring Agency providing the Purchase Price as set forth below. Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. AGREEMENT TO SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from the Seller the real property located in Dade County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement.

2. DEPOSIT. A deposit of \$100.00 ("Deposit") in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida.

3.A. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is TWENTY MILLION DOLLARS (\$20,000,000.00) which, after reduction by the amount of the Deposit, will be paid by Acquiring Agency by state warrant at closing to Seller or Seller's designated agent who meets the requirements of Section 253.025(14), Florida Statutes. The Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Purchase Price by Purchaser and upon confirmation that the final Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025, Florida Statutes ("DSL Approved Value"). The determination of the final DSL Approved Value and the final Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5. Notwithstanding the foregoing, however, the determination of the final DSL Approved Value and the final Purchase Price shall be made on or before January 15, 1997. In the event Acquiring Agency's funds in the amount of the Purchase Price are not available by the closing the closing date may be extended until such funds become available, not to exceed 60 days after the original closing date.

Acquiring Agency agrees that the Trustees shall take fee simple title to all of the Property at the closing notwithstanding that Acquiring Agency is required to pay all of the Purchase Price. Seller shall convey its entire fee simple interest in the Property to the Trustees at closing in accordance with the provisions of this Agreement. The Purchase Price is the sole responsibility of Acquiring Agency and the Trustees shall have no obligation under this Agreement to provide any portion of the Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the Trustees or the Property relating to the Purchase Price.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Purchase Price originally stated in paragraph 3.A. exceeds the DSL Approved Value of the Property, the Purchase Price will be reduced to the DSL Approved Value of the Property. If the final adjusted Purchase Price is less than 90% of the Purchase Price originally stated in paragraph 3.A. because of a reduction in the DSL Approved Value of the Property, Seller shall, in its sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of its election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the final adjusted Purchase Price. In the event Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Purchase Price originally stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Acquiring Agency shall, at its sole cost and expense and at least 15 days prior to closing, furnish to DSL an environmental site assessment of the Property which meets the standards and requirements of DSL. It is Acquiring Agency's responsibility to ensure that the environmental consultant to be selected by Seller contacts DSL regarding these standards and requirements. Acquiring Agency shall use the services of a competent, professional consultant with expertise in the environmental site assessment process to determine the existence and extent, if any, of Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined). The environmental site assessment shall be certified to Seller, Purchaser, title company and Seller's counsel and the date of certification shall be within 45 days before the date of closing, unless this 45 day time period is waived by DSL.

4.B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law").

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are proven to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's

fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The contractual limitation on Seller's contractual obligation to indemnify Purchaser and clean-up the Property as specified in this paragraph 4.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Laws for Hazardous Materials located on the Property.

5. SURVEY. Acquiring Agency shall no later than 30 days prior to the closing obtain, at its sole cost and expense, and deliver to DSL a current boundary survey of the Property prepared by a professional surveyor and mapper licensed by the State of Florida which meets the standards and requirements of DSL ("Survey"). It is Acquiring Agency's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL regarding these standards and requirements prior to the commencement of the Survey. The Survey shall be certified to Purchaser, Seller, Seller's counsel and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by DSL and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Acquiring Agency shall, at its sole cost and expense and within 45 days of Trustees' approval of this Agreement, furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by DSL, insuring marketable title of Trustees to the Property in the amount of the final Purchase Price. For purposes of this Paragraph 6, First American Title Company is hereby acknowledged to be acceptable and approved by DSL, Purchaser and Seller. Acquiring Agency shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, undertake good faith efforts to cure said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Purchaser and Seller, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Trustees a statutory warranty deed in accordance with Section 689.02, Florida

Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on a DSL form provided by DSL. All prepared documents shall be submitted to Purchaser for review and approval at least 30 days prior to the closing.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the closing.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed required by paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event Trustees acquire fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event Trustees acquire fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before January 30, 1997; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be completed and executed by Seller, the closing shall occur either on the original closing date or within 30 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Trustees in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. In the event that between the date this Agreement is executed by Seller and the date of closing the condition of the Property, as it existed on the date this Agreement is executed by Seller, is altered by an act of God or other natural force beyond the control of Seller, Purchaser or Seller may elect, at its sole option, to terminate this Agreement and no party shall have any further obligations under

this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Purchaser prior to closing.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If either Party defaults under this Agreement, the non-defaulting Party may pursue any available remedy at law or in equity.

18. BROKERS. Seller and Purchaser acknowledge that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. The terms and conditions of this Agreement shall apply to and bind Seller, its successors and assigns upon signing by Seller and shall be binding upon Purchaser and Purchaser's successors and assigns upon approval by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties

hereto until it has been executed by all of the parties hereto. The date which the last Party signs this Agreement shall be considered the Agreement's effective date.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of all notices provided to Seller hereunder shall be furnished to Gunster, Yoakley, Valdes-Fauli & Stewart, P.A., One Biscayne Tower, 2 So. Biscayne Boulevard, Suite 3400, Miami, Florida, 33131-1897, Attention: Juan E. Serralles, Jr., Esq.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY SELLER ON OR BEFORE December 15, 1996, THIS OFFER WILL BE VOID UNLESS PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THIS AGREEMENT IS SUBJECT TO: (1) APPROVAL BY PURCHASER, (2) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (3) PURCHASER'S APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE STATE OF FLORIDA'S (ACQUIRING AGENCY'S) PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

(THIS SPACE INTENTIONALLY LEFT BLANK)

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

FLORIDA INTERNATIONAL UNIVERSITY
FOUNDATION, INC., a Florida not-for-
profit corporation


Witness as to Seller


Witness as to Seller

BY: 

Paul D. Gallagher
Executive Director

23-7047106

F.E.I. No.

11/21/96

Date signed by Seller

Approved as to Form and Legality

By: 

Date: 11/21/96

STATE OF FLORIDA)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of November, 1996, by Paul D. Gallagher as Executive Director of the Florida International University Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Such person (Notary Public must check applicable box):

- ☒ is personally known to me.
☐ produced a current driver license.
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)



GLADYS FERNANDEZ
My Comm Exp. 5/30/99
Bonded By Service Ins
No. CC464086

☒ Personally Known ☐ Other I.D.


Notary Public

Gladys Fernandez
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

TRUSTEES

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

William H. Haley
Witness as to Trustees

Liowood
Witness as to Trustees

By:

Percy W. Mallison, Jr.
PERCY W. MALLISON, JR., DIRECTOR,
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

12.12.96

Date signed by Trustees

Approved as to Form and Legality

By:

Peter Todor

Date: 11-25-96

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 12th day of December, 1996, by Percy W. Mallison, Jr., Director, 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.

(NOTARY PUBLIC SEAL)

Cheryl J. King
Notary Public

Cheryl J. King
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:



Cheryl J. King
MY COMMISSION # CC506744 EXPIRES
November 7, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires: _____

ACQUIRING AGENCY

FLORIDA BOARD OF REGENTS

David Westbrook
Witness as to Acquiring Agency

P. J. McEntire
Witness as to Acquiring Agency

BY: *Charles B. Reed*
CHARLES B. REED, CHANCELLOR

11/27/96
Date signed by Acquiring Agency

Approved as to Form and Legality

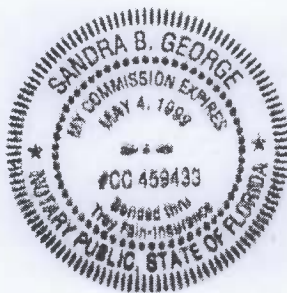
By: *Gregg A. Gleason*

Date: 11-26-96

STATE OF FLORIDA)
)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 27TH day of NOVEMBER, 1996 by Charles B. Reed as Chancellor of the Florida Board of Regents, on behalf of the Acquiring Agency. He is personally known to me.

(NOTARY PUBLIC SEAL)



Sandra B. George
Notary Public

SANDRA B. GEORGE
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 459433

My Commission Expires: MAY 4, 1999

[Signature]
Witness as to Acquiring Agency

[Signature]
Witness as to Acquiring Agency

BY: [Signature]

DR. MODESTO A. MAIDIQUE
President

11/21/96
Date signed by Acquiring Agency

Approved as to Form and Legality

By: [Signature]

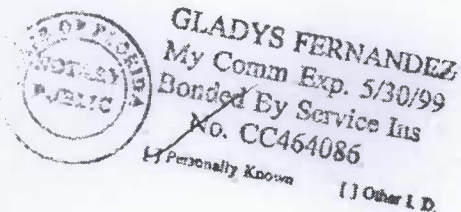
Date: 11/21/96

STATE OF FLORIDA)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of November, 1996 by Dr. Modesto A. Maidique as President of Florida International University, on behalf of the Acquiring Agency. He is personally known to me.

(NOTARY PUBLIC SEAL)



[Signature]
Notary Public
Gladys Fernandez
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Tracts 8, 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, LESS AND EXCEPT the following three parcels:

That portion of said Tracts 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, that lies within the South 50.00 feet of the Northwest one quarter (NW $\frac{1}{4}$) of said Section 5, Township 54 South, Range 40 East, lying and being in Dade County, Florida;

The West 40.00 feet of said Tracts 8 and 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida; and

All that part of said Tract 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, which lies southwesterly of the long chord formed by a 25.00 foot radius arc, concave to the Northeast, said arc being tangent to the East line of the West 40.00 feet of said Tract 9 and Tangent to the North line of the South 35.00 feet of said Tract 9.

ADDENDUM

STATE OF Florida)
COUNTY OF Dade)

Before me, the undersigned authority, personally appeared
Paul Gallagher ("affiant"), this 21st day of
November, 1996, who, first being duly sworn, deposes and says:

1) That FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC., a Florida not-for-profit corporation whose address is % Business Manager, University Park PC 522B, Miami, Florida 33199, is the record owner of the Property. As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

[illegible]

N/A - Florida International University is not-for-profit corporation and therefore has no shareholder or individual holding a beneficial interest in the property.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or

will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>\$ Amount</u>
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.	One Biscayne Tower Suite 3400 2 So. Biscayne Blvd. Miami, FL 33131	Attorneys' Fees	\$15,000
Dames & Moore	3191 Coral Way, Suite 700 Miami, Florida	Environmental Consultant	2,000
Schwebke-Shishkin & Associates	11941 S.W. 144th St. Miami, Florida	Surveyor	3,500
John Blazejack & Associates	655 S.W. Miami Place Miami, FL 33130	Appraiser	8,000
Bill Eisnor's & Associates	14352 S.W. 142nd Ave Miami, Florida	Appraiser	4,900

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
American Real Estate Holdings Limited Partnership (Seller/Lessor) 100 S. Bedford Rd. Mt. Kisco, New York	5/10/96	Sale of Entire Parcel	\$24,310,000
Florida International University Foundation, Inc. (Purchaser) University Park Miami, FL 33199			
Cordis Corporation (Lessee) 14201 N.W. 60th Avenue Miami Lakes, Florida			

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

SWORN TO and subscribed before me this 21st day of November, 1996, by Paul Gallagher. Such person (Notary Public must check applicable box):

- ☒ is personally known to me.
☐ produced a current driver license.
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)



GLADYS FERNANDEZ
My Comm Exp. 5/30/99
Bonded By Service Ins
No. CC464085

☒ Personally Known ☐ Other I.D.

Gladys Fernandez
Notary Public

Gladys Fernandez
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

BENEINTO.GH
DNR 61-34(16) Revised 07/23/96

ADDENDUM
(IMPROVEMENTS/SELLER)

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to DSL:

1. Radon gas test as required by paragraph B. below and
2. Wood destroying organisms inspection report as required by paragraph C. below.

B. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Seller shall, within the time period specified in paragraph 9. of this Agreement and at its sole cost and expense, have the buildings located on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services, and shall deliver the test results to DSL. If radon gas or radon progeny is discovered, Seller shall attempt to take all reasonable steps necessary to reduce the concentration thereof to a level that is acceptable to Purchaser, prior to closing.

C. Wood Destroying Organisms Inspection Report. Seller shall, within the time period specified in paragraph 9. of this Agreement and at its sole cost and expense, furnish to DSL a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings on the Property to be visibly free of infestation or damage by termites or other wood-destroying pests. If the report shows such infestation or damage, Seller shall pay the cost of treatment of the infestation and repair all damage to the buildings located on the Property prior to closing..

D. Maintenance of Improvements. Seller shall, if required by Acquiring Agency, maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements located on the Property in good working order and repair up to the date of closing. Acquiring Agency may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof, and shall report in writing to Seller such items as found not in good working order and repair prior to closing. Valid reported defects may, at Seller's option, be corrected at Seller's cost prior to closing if such defects are agreed to by Seller.

SELLER

FLORIDA INTERNATIONAL UNIVERSITY
FOUNDATION, INC., a Florida not-for-
profit corporation

BY: 

PAUL E. GALLAGHER, EXECUTIVE
DIRECTOR

11/21/96
Date signed by Seller

TRUSTEES

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

By: 

PERCY W. MALLISON, DIRECTOR,
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

12.12.96
Date signed by Trustees

ACQUIRING AGENCY

FLORIDA BOARD OF REGENTS

BY: 

CHARLES B. REED, CHANCELLOR

11/27/96
Date signed by Acquiring Agency

FLORIDA INTERNATIONAL UNIVERSITY

BY: 

DR. MODESTO A. MAIDIQUE, PRESIDENT

11/21/96
Date signed by Acquiring Agency

PSELAD.GH
V. 01/01/94
R 61-30(16)

ADDENDUM
(CORPORATE/FLORIDA)

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to DSL:

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificate of good standing from the Secretary of State of the State of Florida, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

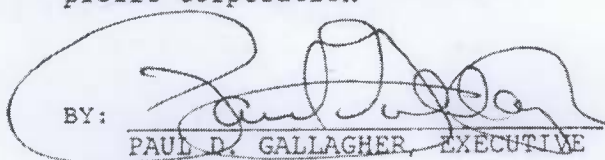
1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.

At the closing, Seller shall deliver to Purchaser an opinion of counsel to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates or other documents furnished by partners, officers, officials and other counsel of Seller, and upon such other documents and data as such partners, officers, officials and counsel may deem appropriate.

SELLER

FLORIDA INTERNATIONAL UNIVERSITY
FOUNDATION, INC., a Florida not-for-
profit corporation

BY:

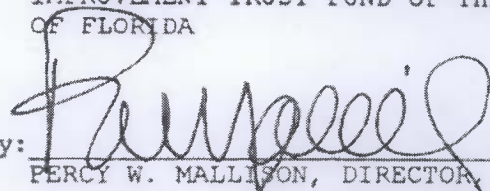

PAUL D. GALLAGHER, EXECUTIVE
DIRECTOR

11/21/96
Date signed by Seller

TRUSTEES

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

By:

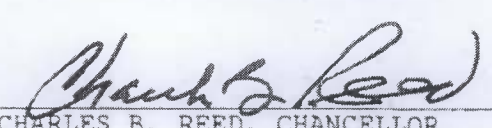

PERCY W. MALLISON, DIRECTOR,
DIVISION OF STATE LANDS, DEPARTMENT
OF ENVIRONMENTAL PROTECTION, as
agent for and on behalf of the Board
of Trustees of the Internal
Improvement Trust Fund of the State
of Florida

12.12.96
Date signed by Trustees

ACQUIRING AGENCY

FLORIDA BOARD OF REGENTS

BY:


CHARLES B. REED, CHANCELLOR

11/27/96
Date signed by Acquiring Agency

FLORIDA INTERNATIONAL UNIVERSITY

BY:


DR. MODESTO A. MAIDIQUE, PRESIDENT

11/21/96
Date signed by Acquiring Agency

FCORPADD.GH
REV. 01/01/94
DNR 61-27(16)

**CLOSING STATEMENT
FOR
FIU/FIU FOUNDATION ACQUISITION
(Cordis Building)**

COPY

DATE OF CLOSING: January 30, 1997

SELLER: FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, a Florida not-for-profit corporation

PURCHASER: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees")

and

FLORIDA BOARD OF REGENTS and FLORIDA INTERNATIONAL UNIVERSITY ("Acquiring Agency")

1.	Purchase Price:	\$16,200,000.00
2.	Deposit paid by FIU	- 0 -
3.	<u>Purchaser's Expenses</u>	
	Record Warranty Deed	15.00
	Record Releases of Agreement Not to Sell or Encumber (First Union, Barnett and Republic)	31.50
	Florida Documentary Stamp Tax on Warranty Deed	97,200.00
	Florida Surtax on Deed (paid to Gunster, Yoakley, et al.)	72,900.00
	Title Insurance Premium (paid to Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.)	46,025.00 [Note A]
	Examination Fee (paid to Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.)	150.00
4.	Total Expenses to Seller	- 0 -

Proceeds paid to Seller at Closing
by State Warrant from Acquiring Agency * \$16,416,321.50 [Note B]

Seller's Expenses

Principal payoff of loan with First Union National Bank of Florida	\$ 6,000,000.00
Principal payoff of loan with Barnett Bank of South Florida, N.A.	\$ 6,000,000.00
Principal payoff of loan with Republic National Bank of Miami	<u>\$ 4,000,000.00</u> \$16,000,000.00

Purchaser's Expenses paid, or to be paid, outside
Closing.

Survey paid to Schwebke-Shiskin & Associates, Inc.	\$3,500.00
Environmental Audit paid to Dames & Moore	\$2,000.00
Radon Test paid to Florida Environmental Quality	\$ 800.00
Termite Inspection paid to Orkin Pest Control	<u>\$1,300.00</u> \$7,600.00

SELLER

ACQUIRING AGENCY

FLORIDA BOARD OF REGENTS

FLORIDA INTERNATIONAL UNIVERSITY

BY: _____

CHARLES B. REED, Chancellor

BY: _____

DR. MODESTO A. MAIDIQUE, President
Florida International UniversityAPPROVED AS TO FORM & LEGALITY:

ACQUIRING AGENCY

TRUSTEES

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION ON
BEHALF OF THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF
FLORIDA

DEPARTMENT ATTORNEY

DEPARTMENT ATTORNEY

Closing Notes

- A. The amount of the title insurance premium has been amended to reflect a reissue risk rate premium. The total title insurance premium to be charged in this matter is \$30,330.00. Gunster, Yoakley, Valdes-Fauli & Stewart, P.A. shall reimburse Acquiring Agency the amount of \$15,695.00 (\$46,025.00 - \$15,695.00 = \$30,330.00) from the proceeds paid to Seller at closing.
- B. To be paid by Purchaser at Closing by State Warrant made payable to Gunster, Yoakley, Valdes-Fauli, & Stewart, P.A. Trust Account.
- C. Seller and Purchaser authorize and direct Gunster, Yoakley, Valdes-Fauli, & Stewart, P.A. to pay the outstanding principal balance of the loans set forth in the above-mentioned Seller's Expenses Section of this Closing Statement from the proceeds paid to Seller at closing.
- D. Interest payments on the outstanding loans shall be paid outside Closing by Seller as follows:
- | | | |
|---|--|--------------------|
| a. First Union National Bank of Florida | interest paid through 1/7/97; \$885.00
per diem x 23 days = | \$ 20,355.00 |
| b. Barnett Bank of South Florida, N.A. | interest paid through 1/7/97; \$885.00
per diem x 23 days = | \$ 20,355.00 |
| c. Republic National Bank of Miami | interest through 1/27/97= \$12,390.00;
\$590.00 per diem x 3 days + \$25.00 fee | <u>\$14,185.00</u> |
| | | \$54,895.00 |

Purchaser shall deliver to Gunster, Yoakley, Valdes-Fauli & Stewart, P.A. evidence of the above-described interest payments in order for the Releases of Agreement Not to Sell or Encumber to be released from escrow and recorded in the Public Records of Dade County, Florida.

involves the principal amount of \$16,000,000.00 in the form of an unsecured loan from First Union National Bank of Florida, as agent for itself, Republic National Bank of Miami and Barnett Bank of South Florida, N.A., to finance the acquisition of the Property (the "Obligation"); provided, however, that the Obligation will not constitute obligations of the Board or of the State of Florida and that no pledge or other security interest in property or assets of the Board, or the revenues derived therefrom, are authorized hereby.

BE IT FURTHER RESOLVED, that until such time as title to the Property is conveyed to the Board, the Board shall lease the Property from the FIU Foundation and maintain exclusive and sole use of the Property.

BE IT FURTHER RESOLVED, that at such time as the Obligations are satisfied, the Board will accept title to the Property financed by the Obligation, including any additions to that Property.

WITNESS my hand and seal of the Board this 30th day of May 1996.

Mary Anne Beskbreutje
By: _____
Corporate Secretary

STATE OF FLORIDA)
)
COUNTY OF LEON)

The foregoing was acknowledged before me this 30th day of MAY, 1996, by MARY ANNE BATEBREUTJE, who produced proper identification in the form of PERSONALLY KNOWN, or who is personally known to me.

Sandra B. George
Notary Public - State of Florida

SANDRA B. GEORGE
(Print Name of Notary)
My Commission Expires: _____ (SEAL)

BOR.RES

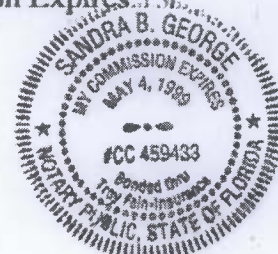


EXHIBIT "A"

Tracts 8, 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, LESS AND EXCEPT the following three parcels:

That portion of said Tracts 9, 10 and 11, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, that lies within the South 50.00 feet of the Northwest one quarter (NW 1/4) of said Section 5, Township 54 South, Range 40 East, lying and being in Dade County, Florida;

The West 40.00 feet of said Tracts 8 and 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida; and

All that part of said Tract 9, Block 2, RICHARDSON-KELLETT COMPANY SUBDIVISION, Section 5, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, Page 19, of the Public Records of Dade County, Florida, which lies Southwesterly of the long chord formed by a 25.00 foot radius arc, concave to the Northeast, said arc being tangent to the East Line of the West 40.00 feet of said Tract 9 and Tangent to the North line of the South 35.00 feet of said Tract 9.

EXHIBIT "A"

*The Wolfsonian
Museum*

ATL1

.45 Acres

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

AMENDMENT NUMBER 5 TO LEASE NUMBER 2727

THIS LEASE AMENDMENT is entered into this 6th day of May, 2003, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (successor in interest by operation of law to the Florida Board of Education, which was the successor in interest by type two transfer pursuant to s. 20.06(2), Florida Statutes to the Florida Board of Regents), hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, 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, on January 22, 1974, LESSOR and LESSEE entered into Lease Number 2727; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2727 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2727, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

EXHIBIT "A"

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

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

Judy Woodward
Witness
Judy Woodward
Print/Type Witness Name

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

"LESSOR"

Fredrica W. Jones
Witness
Fredrica W. Jones
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10th day of May, 2003 by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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. She is personally known to me.

Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name

Commission Number DD113320 Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
Commission Expires May 24, 2006
BONDED THROUGH TROY FARM INSURANCE, INC.

Approved as to Form and Legality
By: Gloria C. Nelson
DEP Attorney

EXHIBIT "A"

Charmaine Cave
Witness

CHARMAINE CAVE
Print/Type Witness Name

Edy A. Haneras
Witness

Edy A. Haneras
Print/Type Witness Name

FLORIDA INTERNATIONAL UNIVERSITY BOARD
OF TRUSTEES

By: Paul D. Gallagher (SEAL)

Paul D. Gallagher
Print/Type Name

Title: Exec. Vice President

"LESSEE"

STATE OF FLORIDA
COUNTY OF ~~LEON~~ Miami-Dade

The foregoing instrument was acknowledged before me this 1 day
of May, 2003, by Paul D. Gallagher as
Executive Vice President, on behalf of the Florida
International University Board of Trustees. He/she is personally known to
me.



Elianne Deville
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

EXHIBIT "A" LEGAL DESCRIPTION

This Instrument Prepared By and
Please Return To:
Wynli McAleese
American Government Services Corp
2901 W. Bush Blvd Suite 910
Tampa, Florida 33618

20038PG3264

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 26 day of October, A.D. 2001, between The Wolfsonian, Inc., formerly known as The Wolfsonian Foundation, Inc., a Florida Non-Profit Corporation, whose address is, 1001 Washington Avenue Miami Beach, Florida 33139, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Miami-Dade County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "B" & by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 02-3234-008-1250

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

(Signature of first witness)

THOMAS WEAVER SANTORO
(Printed, typed or stamped name of
first witness.)

(Signature of second witness)

LIZZIE ARROYO
(Printed, typed or stamped name of
second witness)

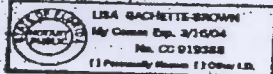
The Wolfsonian, Inc., formerly known as The Wolfsonian
Foundation, Inc., a Florida Non-Profit Corporation

By: Albert Mockson
ALBERT MOCKSON, JR.
Title: SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of OCTOBER, 2001, by ALBERT MOCKSON, JR. as SECRETARY of The Wolfsonian, Inc., formerly known as The Wolfsonian Foundation, Inc., a Florida Non-Profit Corporation, on behalf of the corporation. Such person(s) (Notary Public must check applicable box):



is personally known to me.
produced a current driver license.
produced _____ as identification.

(NOTARY PUBLIC SEAL)

Lisa Cachette-Brown
Notary Public
LISA CACHETTE-BROWN
(Printed, Typed or Stamped Name of Notary Public
Commission No.: 0110104 CC919388
My Commission Expires: 2/10/04

APPROVED AS TO FORM AND LEGALITY
By: William C. Robinson
DEP ATTORNEY
DATE: 3-24-03

EXHIBIT "A"

OFF. REC. BN.

20038PG3265

EXHIBIT "A"

3
545
42E

Lots 9, 10, and 11, Block 30 of Ocean Beach Addition No. 2,
according to the Plat thereof, recorded in Plat Book 2, at Page 56,
of the Public Records of Dade County, Florida.

Wolfsonian Foundation Donation, Miami-Dade County

PAGE 1 OF 1.

BSM : 300
By RB Date 10.29.97

EXHIBIT "A"

Amney ?

ATL1

(0.653 Acres)

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

AMENDMENT NUMBER 6 TO LEASE NUMBER 2727

THIS LEASE AMENDMENT is entered into this 21st day of January, 2005, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (successor in interest by operation of law to the Florida Board of Education, which was the successor in interest by type two transfer pursuant to s. 20.06(2), Florida Statutes to the Florida Board of Regents), hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, 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, on January 22, 1974, LESSOR and LESSEE entered into Lease Number 2727; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2727 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2727, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

EXHIBIT "A"

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

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

Ash Roberts
Witness

Sylvia Roberts
Print/Type Witness Name

Gudy Woodard
Witness

Judy Woodard
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)

GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of January, 2005, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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. She is personally known to me.

Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name: Diane C. Rogowski
COMMISSION # DDT3520 EXPIRES
May 24, 2006
BONDED THROUGH TROY FARM INSURANCE, INC.

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEP Attorney

EXHIBIT "A"

Margaret Cuchel
Witness

Margaret Cuchel
Print/Type Witness Name

Meghan Kennedy
Witness

Meghan Kennedy
Print/Type Witness Name

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

By: [Signature] (SEAL)

Arthur Herriott
Print/Type Name

Title: Executive Vice Provost

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day
of January, 2005, by Arthur Herriott as
Executive Vice Provost on behalf of The Florida
International University Board of Trustees. He/she is personally known to
me.



Elianet Deville
Notary Public, State of Florida

Elianet Deville
Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

EXHIBIT "A"

S-34
T-535
R-42E

All of Lots 1, 2 and 5 and that portion of Lot 6, more fully described below, all of the foregoing being in Block 65, COMMERCIAL SUBDIVISION a/k/a COMMERCIAL SUBDIVISION OF THE ALTON BEACH REALTY COMPANY, as recorded in Plat Book 6, Page 5, of the Public Records of Miami-Dade County, Florida more particularly described as follows:

Beginning at the Southeast corner of said Lot 5 run due North along the East line of said Lots 5 and 6 for 90.25 feet; thence run North 89°59'35" West along the dividing line between the walls of two existing buildings and their projection to the East for 124.72 feet to a Point on the East edge of the East wall of a stair-case, thence run South 00°00' 25" West along said East edge of a stair-case wall for 2.38 feet, thence run North 89°59'35" West along the South edge of the South wall of said stair-case and its projection to the West for 25.28 feet to a Point on the West line of said Lot 6, thence run due South along the West line of said Lots 5 and 6 for 87.80 feet to the Southwest corner of said Lot 5, thence run South 89°58'00" East along the South line of said Lot 5 for 150.00 feet to the Point of Beginning.

02-3234-018-0341

F.I.U.
Washington Storage Company, Inc
Miami-Dade County

Page 1 of 1

ALL INFORMATION
CONTAINED HEREIN IS UNCLASSIFIED
DATE 11/21/03 BY 112103