



STADIUM COMPLEX GROUND SUBLEASE AGREEMENT

BETWEEN
METROPOLITAN DADE COUNTY
AND
THE BOARD OF REGENTS
OF STATE OF FLORIDA




Florida International University

Office of the General Counsel

MEMORANDUM

December 3, 1997

TO: Mary L. Pankowski
Vice President for University Outreach
and Athletics

FROM: Isis Carbajal de García 
Deputy General Counsel

RE: Agreement transferring the Stadium Complex to the University

Enclosed for your files is an original of the agreement among the Board of Regents, by and through Florida International University, Metropolitan Dade County and Dade County Youth Fair and Exposition, Inc. signed on December 1, 1997, transferring the stadium complex to the University.

By copy of this memorandum to Victor J. Citarella, Director, Facilities Management, I am notifying him of this transfer and asking that all necessary steps be taken concerning the addition of this facility to the University.

Cc: Victor J. Citarella, P.E.

Division of Business and Finance
University Park, PC 525, Miami, Florida 33199
(305) 348-2103 • FAX (305) 348-3272 • TDD, via FRS 1-800-955-8771

Equal Opportunity/Equal Access Employer and Institution

AGREEMENT

This Closing Statement and Agreement is executed this 1st day of December, 1997 by and between the BOARD OF REGENTS of the State of Florida, an agency of the State of Florida, by and through FLORIDA INTERNATIONAL UNIVERSITY (hereinafter referred to as "FIU"), METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the DADE COUNTY YOUTH FAIR AND EXPOSITION, INC., a state chartered agricultural fair (hereinafter referred to as "Youth Fair").

WITNESSETH

WHEREAS, on or about March 4, 1993, FIU and the County entered into a Ground Sublease Agreement, attached hereto as Exhibit 1, pursuant to which FIU leased certain lands to the County for construction by the Youth Fair of a stadium project described therein (hereinafter referred to as the "Project") and

WHEREAS, upon completion of the Project as defined therein, the Project was to be owned, operated, and managed by FIU subject to the provisions of that certain Use Agreement between the County and FIU attached hereto as Exhibit 2; and

WHEREAS, upon completion of the Project, title of the Project and all of its other furnishing, fixtures, and equipment supplied to the Project by the Youth Fair and the County was to be transferred to FIU upon approval and acceptance by FIU; and,

WHEREAS, pursuant to the Ground Lease Agreement of March 4, 1993 by and between the County and FIU, which is attached as Exhibit 3, the County as lessor has leased to FIU as leasee a portion of the land on which the Project is located for a term commencing on the date title to the Project is transferred to and accepted by FIU; and,

WHEREAS, the Project has been completed; and,

WHEREAS, Metropolitan Dade County wishes to convey title to the Project; and,

WHEREAS, FIU wishes to accept title to the Project;

NOW THEREFORE the parties agree as follows:

1. The above recitations are true, correct, and incorporated herein.

2. TRANSFER OF TITLE

The County hereby conveys to FIU, and FIU accepts, title to the Project as defined in the Ground Sublease Agreement, together with the furnishings, fixtures, and equipment (hereinafter referred to as "FF&E") contained within the Project, including, but not limited to, those listed in the attached Exhibit 4. The Youth Fair warrants and represents that title to the FF&E is being conveyed free and clear of liens or other encumbrances. Further, the Youth Fair represents and warrants that the Project is conveyed free of construction liens. The County, the Youth Fair, and FIU agree to execute any and all other documents as may be reasonably required to effectuate the intent of this transfer of title.

3. LIENS

In the event of a lien, claim of lien, or order for the payment of money shall be imposed against the Project or the premises resulting from or arising out of any act or omission of the Youth Fair or any person under, by or through the Youth Fair, the Youth Fair shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim, or order, cause the same to be discharged, satisfied, canceled, or released, and the Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law. The Youth Fair shall thereupon furnish the County with evidence of having done so in a form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Dade County, Florida.

4. CONDITION OF THE PROJECT

The County and FIU have inspected the Project and accept the Project in as-is condition, subject however, to: (1) the provisions contained in paragraph 5 herein; and (2) any and all of their respective rights to claims against any and all manufacturer's warranties related to the Project. Within ten (10) days from the date of this Agreement, the Youth Fair shall deliver to FIU all warranties, manuals repair records, as-built plans, and similar records in connection with the construction of the Project. The Youth Fair agrees to execute and deliver to FIU any and all documents which may be reasonably requested by FIU in connection with any warranty claims that may be made by FIU.

5. WARRANTY

The Youth Fair agrees to warrant the track and related track and field surfaces against all defects of material and/or workmanship for a period of three (3) years from the date of signing this Agreement. The repair and warranty services shall be provided by a certified track/field contractor retained by the Youth Fair that during the warranty period will make, within 30 days from notification from FIU to DCYF, all necessary repairs of the track.

6. LIST OF WORK TO BE COMPLETED

The Youth Fair agrees that it will, at the Youth Fair's sole cost and expense, replace, to the reasonable satisfaction of FIU areas of "the track" currently known to be defective, as outlined in the site plan which is attached as Exhibit 5. All replacements and repairs work will be done by a certified track/field contractor retained by the Youth Fair of said replacements and repairs shall be completed no less than thirty (30) days prior to the start of the 1998 track season which is scheduled for January 15, 1998. On or before that date, the Youth Fair shall also deliver to FIU any warranties

and certificates relating to the performance of said work.

7. RELEASE

To the extent permitted by law, the County and FIU release the Youth Fair and agree to indemnify and hold the Youth Fair harmless for any claims, losses, or damages of person or property resulting from the County's or FIU's use of the Project.

8. FIU REPRESENTATION

FIU represents and warrants that it has full authority to execute the Agreement on behalf of the Board of Regents of the State of Florida.

This Agreement is executed and shall be effective on this 1st day of December, 1997.

BOARD OF REGENTS OF THE STATE
FLORIDA by and through FLORIDA
INTERNATIONAL UNIVERSITY

METROPOLITAN DADE COUNTY

By: _____
Its: _____

By: _____
Its: _____

DADE COUNTY YOUTH FAIR AND
EXPOSITION, INC

By: E. Darwin Fuchs
Its: Executive Vice President/
General Manager

*Approved as to form and legal sufficiency
by [Signature]
Assistant County Attorney 11/14/97*

EXHIBIT 1

2-4-73
R-203-73

COPY

STADIUM COMPLEX
GROUND SUBLEASE AGREEMENT
BETWEEN
METROPOLITAN DADE COUNTY
AND
THE BOARD OF REGENTS OF THE STATE OF FLORIDA

INDEX

GROUND SUBLEASE AGREEMENT

Section 1.	LEASED PREMISES	2
Section 2.	TERM	2
Section 3.	USE OF LAND	2
	(a) The Project	2
	(b) Compliance with Rules and Regulations	3
Section 4.	RENTAL	3
Section 5.	APPROVAL OF PLANS AND SPECIFICATIONS	3
	(a) Preparation of Plans and Submittal	3
	to LESSOR	
	(b) Approval of Plans	4
	(c) Cost of Plans and Specifications	6
	(d) Execution of Final Plans	6
Section 6.	CONSTRUCTION OF IMPROVEMENTS	6
	(a) Commencement of Construction	6
	(b) Construction Permits and Approvals.....	7
	(c) Early Termination	7
	(d) LESSEE'S Obligations Prior to Construction.....	8
	(e) Recording of Memorandum of Lease and	
	Notice of Commencement	9
	(f) Quality of Construction	10
	(g) Right of Entry	10
	(h) Obligation to Furnish	10
	(i) Advancing Construction	11
Section 7.	OWNERSHIP OF IMPROVEMENTS	11
Section 8.	LESSOR'S INTEREST NOT SUBJECT TO CERTAIN LIENS	12
	(a) Construction Liens	12
	(b) Discharging Liens	12
	(c) Bonding and Litigation	13
Section 9.	INSURANCE	13
	(a) Types of Insurance	13
	(b) Certificate	14
Section 10.	CONDITION OF PREMISES--FILL, UTILITIES	14

(a)	Present Condition	14
(b)	Support	14
(c)	Utilities	15
(d)	Sewerage	15
(e)	Drains	16
Section 11.	ENCUMBRANCES	16
Section 12.	ASSIGNMENT AND SUBLETTING	16
(a)	Notice	16
(b)	Bound by Terms	16
Section 13.	UTILITY EASEMENTS	17
Section 14.	INDEMNIFICATION OF LESSOR	17
Section 15.	LANDSCAPING	17
Section 16.	TAXES, FEES AND LICENSES	18
Section 17.	USE AGREEMENT	19
Section 18.	DEFAULT BY LESSEE	19
Section 19.	REMEDIES OF LESSOR	20
Section 20.	NO WAIVERS	20
Section 21.	INVALIDITY OF SUBLEASE	20
Section 22.	QUIET ENJOYMENT	20
Section 23.	TERMS BINDING UPON SUCCESSORS	21
Section 24.	CONDEMNATION	21
Section 25.	MISCELLANEOUS	22
(a)	Laws of Florida Govern	22
(b)	Force Majeure	22
(c)	Notice and Delivery	22
(d)	Entire Agreement	23
(e)	Relationship of the Parties	23
(f)	Memorandum of Lease	23
(g)	Captions	24
(h)	Contingency Statement	24

GROUND SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into this _____ day of _____, 1993, by and between THE BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") an agency of the State of Florida for and on behalf of Florida International University ("FIU") collectively referred to hereinafter as "LESSOR" and METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida ("COUNTY") referred to as "LESSEE".

RECITALS

WHEREAS, LESSOR owns or controls a certain parcel of property as shown on Exhibit "A" (the "Land") which is known as Florida International University and,

WHEREAS, LESSEE wishes to lease a portion of the Land for purposes of permitting the Dade County Youth Fair and Exposition, Inc., ("DCYF") to construct a certain facility described on Exhibit "B" hereto (the "Project") on the campus of Florida International University; and,

WHEREAS, LESSOR is willing to sublease a portion of the Land to the LESSEE for and in consideration of the construction of the Project, the right to take title to the Facility (as hereinafter defined), and the obligation to share use of the Facility on the terms set forth in the Use Agreement executed by the parties on even date and in further consideration of the mutual interests and goals shared by the parties,

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

SECTION 1. LEASED PREMISES. LESSOR hereby subleases to LESSEE the Land subject to those exceptions or conditions appearing of record. LESSOR warrants that it has the full right and authority to enter into this Agreement and that all necessary approvals to the exercise of its authority have been obtained. Upon completion of LESSEE's construction of the Project, the Land and the Project shall be referred to as "Facility."

SECTION 2. TERM. The term of this Sublease shall commence on the date it is fully signed by both parties and shall expire on the date that title to the Facility is transferred to, and accepted by, BOR, unless sooner terminated as set forth herein. If construction of the Project is not completed within two (2) years of the date of this Sublease or any approved extension, then LESSEE shall, at its own expense, remove all of its improvements from the premises and shall return the premises to the condition in which the Land was tendered at the beginning of the Sublease term. Alternatively, with the consent of LESSOR, LESSEE may deed fee simple ownership in the partially completed Project to the LESSOR.

SECTION 3. USE OF LAND.

(a) The Project. The Land shall be used by LESSEE for the purpose of constructing the Project to be owned, operated and managed by FIU upon completion for use by Dade County Public Schools, FIU, COUNTY and others according to the terms of the Use Agreement. The Project shall at all times be used for the uses and in the manner permitted in the Use Agreement.

The Project shall be built in accordance with plans and specifications to be submitted by LESSEE and approved by LESSOR which meet the specifications required for users' respective conferences.

(b) Compliance with Rules and Regulations. Neither LESSOR nor LESSEE shall use or permit the Project or the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to LESSEE's construction activities in, and use of, the Land during construction of the Project and until substantial completion with respect thereto.

SECTION 4. RENTAL. LESSEE shall pay to LESSOR, without demand, as and for annual rent the sum of ONE DOLLAR (\$1.00) during the term of this Sublease. Rent shall be due and payable in full within fifteen (15) days following the date of commencement of the term of this Sublease and every anniversary date thereafter.

SECTION 5. APPROVAL OF PLANS AND SPECIFICATIONS.

(a) Preparation of Plans and Submittal to LESSOR. Following execution of this Sublease, LESSEE through the DCYF shall promptly commence and diligently complete preparation of the plans and specifications required for relocation of the football stadium owned by COUNTY onto the Land and for its conversion into the Project. The DCYF will be solely responsible for all aspects of the Project, including but not limited to, all design and construction issues as specified in this document; LESSEE shall not

look to LESSOR for any responsibility in connection with the relocation and construction of the Project. Preliminary plans and specifications shall be submitted to LESSOR for approval within one hundred twenty (120) days following the date of execution of this Sublease and shall include, but not be limited to, the following:

(1) A general land use plan and survey of the Premises reflecting the layout and location of the Project;

(2) A site plan of the Project;

(3) Plans of utility easements, points of utility connections, required utility demands, drainage, means of ingress and egress from adjoining roads and streets, and preliminary landscaping plans;

(4) A soil analysis, a foundation plan and a foundation bearing value analysis approved by a structural engineer registered in the State of Florida;

(5) Typical elevations and sections delineating the materials to be used in construction of the Project; and

(6) Projected construction costs of the Project.

(b) Approval of Plans. All plans and specifications shall meet the requirements of the applicable building code utilized by the BOR for construction of state buildings. LESSOR shall, within forty-five (45) days of receipt of such preliminary plans and specifications, either approve or disapprove same. Approval of said preliminary plans shall not be unreasonably withheld, however, such plans must contain specifications which meet the class of facility required by LESSOR to host and compete in conference

championships. If LESSOR fails to approve any portion of the plans and specifications submitted to it, LESSOR shall advise LESSEE of the specific reasons for its disapproval. Thereafter, within a period not exceeding forty-five (45) days, LESSEE shall revise said plans and specifications in accordance with LESSOR'S comments provided that such revisions shall not result in an increase in Project's total cost. The revised plans and specifications shall then be resubmitted to LESSOR for its approval. This procedure shall be followed until such time as all plans and specifications are finally approved by LESSOR.

It is understood and agreed by the parties that this Sublease and the parties' respective obligations hereunder are contingent upon LESSOR and LESSEE agreeing on schematic plans and specifications for the Project which can be constructed within the budget established for the Project.

The budget established for the Project and a schedule of estimated costs associated with construction, when agreed to, shall be attached hereto as Exhibit "C" and made a part hereof. In the event that the parties cannot agree to the plans and specifications within one (1) year from the date of execution of this Sublease, or LESSEE cannot construct the Project within its budget for construction costs then this Sublease and the Use Agreement shall be null and void and of no further force and effect, and neither party shall have any further liability or obligation to the other under this Agreement, except as set forth in Section 5(c).

(c) Cost of Plans and Specifications. LESSEE shall pay for the cost of preparation of all plans and specifications.

(d) Execution of Final Plans. Two complete sets of all plans and specifications as finally agreed to by LESSOR and LESSEE shall, within fifteen (15) days after such approval, be signed by LESSEE and LESSOR, and one set shall be delivered to each as an official record thereof.

(e) Notwithstanding anything to the contrary, any obligation by LESSOR or DCYF to obtain any permit, land use, or other approval is solely an agreement to apply for or assist in the application for such approval, if such approval is required by law. LESSOR's or DCYF's consent or agreement to apply for any land use approval or governmental permit or to file any zoning applications, if required, shall not bind the Board of County Commissioners, the Zoning Appeals Board, any regional zoning board, the Metropolitan Dade County Building and Zoning Department or its Planning Department to agree to or grant any such required approval, permit or governmental action. LESSOR expressly reserves for itself and any other competent authority, the right to deny, approve or take any other action deemed appropriate after any required public hearing.

SECTION 6. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement of Construction. LESSEE shall commence construction of the Project, in accordance with the approved plans and specifications, not later than One Hundred, Twenty (120) days following such approval (the "Construction Commencement Date"). It

is recognized that the bidding and award process may be subject to challenge which may result in delay to the Construction Commencement Date, but LESSEE agrees to diligently resolve such claims. LESSEE shall provide the LESSOR with a construction progress schedule and updates as available.

(b) Construction Permits and Approvals. It shall be the responsibility of LESSEE, at its sole cost and expense, to obtain any and all governmental permits and approvals required to be obtained by it as a condition precedent to the construction of the Project. LESSOR agrees to assist LESSEE in obtaining such government permits and approvals if LESSEE so requests; provided, however, that LESSOR shall have no obligation to incur or advance any costs or expenses on behalf of LESSEE or otherwise in connection with the rendering of such assistance. It is recognized that LESSEE may deem it necessary or appropriate, through litigation or administrative proceedings, to contest the denial of any approval or permit, or to require the appropriate governmental authority to act with due diligence on LESSEE's applications for said approval or permits.

(c) Early Termination. In the event LESSEE has failed to commence construction of the Project on or after the Construction Commencement Date, as the same may be extended by operations of Sections 6(a) and 25(b) of this Agreement, then LESSOR shall have the right to cancel this Sublease. LESSEE may, upon written notice to LESSOR, terminate this Sublease upon the earlier occurrence of any of the following events:

(1) If LESSEE has not obtained any legislative appropriation or contribution from public or private sources necessary to fund the construction of the Project;

(2) If LESSEE, after due diligence, has failed to obtain any governmental permit or approval necessary or required to construct the Project;

(3) If LESSEE has determined that the Project cannot be constructed, based on the agreed to plans and specifications within the budget limits set forth in Exhibit "C" and LESSOR and LESSEE are unable to agree to a redesign of the Project which would allow construction thereof within said budget limits.

If this Sublease is terminated or cancelled, all rights and obligations of the parties under this Agreement shall cease and be of no further force and effect, and neither party shall have any claim against the other, except as otherwise provided herein or under the Use Agreement.

(d) LESSEE's Obligations Prior to Construction. Within twelve (12) business days after issuance of the Notice to Proceed to LESSEE's Contractor for construction of the Project, LESSEE shall deliver to LESSOR the following:

(1) All authorizations necessary to commence construction of the Project;

(2) A copy of a duly executed and recorded Notice of Commencement of construction of the Project in form and substance satisfactory to LESSOR, identifying LESSEE as the party for whom the construction work is being performed;

(3) A Memorandum of Lease, satisfactory to LESSOR, signed by LESSEE, and properly acknowledged.

(4) Copies of all insurance policies required under Section 9 hereof (or written evidence of such coverage acceptable to LESSOR and evidence that the premiums therefor have been paid;

(5) A copy of the executed contract for construction of the Project;

(6) A payment and performance bond, letter of guaranty, or comparable form of security securing the timely completion of construction of the Project pursuant to approved plans and specifications by LESSEE's general contractor, issued by a bonding company acceptable to LESSOR in the principal amount of one hundred (100%) percent of the cost of construction of the Project. Such bond shall be in form and substance satisfactory to LESSEE and LESSOR but shall name LESSEE only as obligee;

(7) Evidence satisfactory to LESSOR that LESSEE has obtained any legislative appropriation or contributions from any other public or private sources sufficient to pay the LESSEE's costs of construction of the Project.

(e) Recording of Memorandum of Sublease and Notice of Commencement. Within ten (10) days of receipt of the items listed in Paragraph (c) above, LESSOR shall cause the Memorandum of Sublease to be executed by its authorized officers, acknowledged and recorded in the Public Records of Dade County, Florida. LESSOR shall likewise record the Notice of Commencement in the Public Records of Dade County, Florida, after it has recorded the

Memorandum of Sublease.

(f) Quality of Construction. LESSEE shall construct, or cause to be constructed, the Project expeditiously, in a good, workmanlike manner and substantially in accordance with the approved plans and specifications and any change orders previously authorized by LESSEE. LESSEE shall supervise the work to assure that it is performed pursuant to the construction contract between LESSEE and its agent, or general contractor and that adequate provision has been made under Chapter 255, Florida Statutes, for the protection of all laborers, materialmen and suppliers. LESSEE may designate the DCYF as its agent for purposes of designing, overseeing and constructing the Project.

(g) Right of Entry. After prior reasonable notice to LESSEE, LESSOR shall have the right to enter upon the Premises from time to time and at reasonable times during the construction of the Project to examine the condition and use thereof, to inspect work in progress in order to ascertain that the work is progressing in an orderly manner and that it is being performed substantially in accordance with the approved plans and specifications, and for other reasonable purposes.

(h) Obligation to Furnish. LESSEE, through DCYF will furnish and equip the Project within ninety (90) days after substantial completion of construction, including, by way of illustration and not as a limitation, concession equipment and fixtures, mechanical and HVAC equipment, public address system, and the like. At the time that title to the Project is transferred to and accepted by

BOR, all warranties, manuals, repair records and the like shall be turned over to LESSOR.

(i) Advancing Construction. LESSEE shall advance construction of the Project in accordance with an agreed construction progress schedule to be prepared by LESSEE and accepted by LESSOR. However, LESSEE shall not be responsible for the failure to advance construction, if such failure is due to any of the circumstances enumerated in Section 25(b). In the event of LESSEE's unexcused abandonment of the construction or undue delay in performance of its obligations hereunder, LESSOR shall have the right to terminate this Sublease as provided for herein. This provision shall not be construed as a limitation on LESSOR's remedies. For purposes of this Section, abandonment is defined as failure by LESSEE or its contractor to properly man and/or advance construction of the Project, without excuse, for a period of one hundred and twenty (120) days.

SECTION 7. OWNERSHIP OF IMPROVEMENTS. LESSEE shall at all times during the term of this Sublease, and any permitted renewal thereof, have title to all improvements made and any furnishings, equipment and fixtures supplied by it to the Project until tendered over to, and approved for accepted by, BOR. At expiration or early termination of this Sublease, title to all improvements made and any fixtures attached to the Project shall be tendered to LESSOR. Title to the Project or to the Facility (upon completion of the Project) and all of its other furnishings, equipment and fixtures supplied to the Project by LESSOR shall be transferred to

LESSEE upon approval for acceptance by BOR.

SECTION 8. LESSEE'S INTEREST NOT SUBJECT TO CERTAIN LIENS.

(a) Construction Liens. It is mutually intended, and agreed that neither LESSEE's subleasehold interest in the Land nor its ownership of the Project or LESSOR's leasehold may be subjected to liens of any nature arising by reason of LESSEE's construction of improvements upon the Premises or by reason of any other act or omission of LESSEE or any person claiming under, by or through LESSEE, including but not limited to, mechanics', materialmen's, and judgment liens. All persons dealing with LESSEE are hereby placed on notice that any improvements constructed upon the Land, the Project and the Premises are the property of LESSEE and are constructed for LESSEE's use and benefit. LESSEE has no power, right or authority to subject LESSOR's leasehold interest in the Land to any mechanics' or materialmen's lien or claim of lien.

(b) Discharging Liens. In the event a lien, claim of lien or order for the payment of money shall be imposed against the Project or the Premises resulting from or arising out of any act or omission of LESSEE or any person claiming under, by or through LESSEE, LESSEE shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order cause the same to be discharged, satisfied, cancelled or released, and the Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law. LESSEE shall thereupon furnish LESSOR with evidence of having done

so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Dade County, Florida.

(c) Bonding and Litigation. Should LESSEE desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude LESSEE from doing so, provided that LESSEE shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Project and the Premises from such lien. If judgment is obtained by the claimant of any lien, LESSEE agrees to pay the same within thirty (30) days after such judgment shall have become final and the time for appeal therefrom has expired. LESSEE shall, at its own expense, defend the interests of LESSOR and LESSEE in any and all such suits. LESSOR may, at its own expense, engage its own counsel and assert its own defenses, in which event LESSEE agrees to cooperate with LESSOR and make available to LESSOR all information and data deemed by LESSOR to be necessary or desirable for such defense.

SECTION 9. INSURANCE.

(a) Types of Insurance. LESSEE will obtain and maintain in full force and effect at all times throughout the term of this Sublease (except as otherwise provided herein) the following:

(1) With respect to any construction in progress, policy or policies of builder's risk insurance to be provided by LESSEE's or DCYF's contractor with extended coverage, for full replacement value, with respect to all materials and equipment incorporated into the construction and all materials and equipment on or about the Premises intended for incorporation into the construction; said

policy shall be effective from the issuance of a Notice to Proceed through substantial completion. The general contractor shall name the LESSOR and the LESSEE as additional insureds and shall provide a certificate of insurance as proof of coverage. There shall be no deductibles or exclusions, unless otherwise agreed to in writing. The certificate shall provide that written notice of cancellation or of any material change in such policy shall be delivered to LESSOR and LESSEE at least thirty (30) days in advance of the effective date thereof.

(2) Comprehensive general liability coverage either through an insurance policy, a self-insurance program or through the State of Florida's Risk Management Trust Fund within the limits of the State of Florida's waiver of sovereign immunity.

(3) Worker's compensation insurance and any other insurance coverage required by law.

(4) Fire and Contents

(5) Boiler and Machinery

(b) Certificate. A certificate evidencing the coverages required shall be filed with LESSOR, upon request.

SECTION 10. CONDITION OF PREMISES--FILL, UTILITIES.

(a) Present Condition. LESSEE accepts the Land in its presently existing condition, "as is."

(b) Support. It is understood and agreed that LESSOR has not determined that the Land will safely or adequately support the type of improvements desired to be erected by LESSEE. If soil tests conducted by the LESSEE show to the reasonable satisfaction

of LESSEE that the Land cannot be used for construction of the Project, then this Sublease and the Use Agreement shall automatically terminate.

(c) Utilities. LESSEE, at its sole expense, shall bring or cause to be brought to the Land and Project adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. LESSEE shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by LESSOR. LESSOR agrees to grant such utility companies rights of access over, under and across the remaining property of LESSOR as shall be necessary and convenient for the efficient operation of the Premises, and which do not materially impair, damage or disrupt the physical facilities of the LESSOR or the public's enjoyment of the same. Any construction or extension of facilities shall be subject to prior written approval of LESSOR and shall be made without cost to LESSOR.

(d) Sewerage. LESSEE shall at all times use its best efforts to prevent entrance of objectionable quantities of deleterious wastes into LESSOR's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(e) Drains. Drains or other facilities provided by LESSEE for the purpose of disposing of storm or other waters shall conform to the requirements of applicable governmental authorities.

SECTION 11. ENCUMBRANCES. Unless otherwise agreed to in writing, neither LESSEE's subleasehold interest in the Land nor LESSEE's fee title to the Project shall be subject to any encumbrances other than by this leasehold interest created herein, or easements created pursuant hereto. LESSEE has no authority to subject LESSOR'S leasehold to any liens or encumbrances. No act taken pursuant to or in furtherance of this Agreement shall be or be construed to be, a pledge of the credit of the State of Florida, or any agency, political subdivision, department or board thereof, or of COUNTY.

SECTION 12. ASSIGNMENT AND SUBLETTING.

(a) Notice. Except as otherwise agreed to in the Use Agreement, LESSEE shall not assign, sublet, or transfer any portion of its interest in this Sublease without LESSOR's prior written approval.

(b) Bound By Terms. Any assignment, Sublease, sale or transfer shall not relieve LESSEE of any of its responsibilities and obligations under this Sublease or under the Use Agreement. All assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms and conditions contained in this Sublease and the Use Agreement, unless LESSOR otherwise agrees upon giving its consent.

SECTION 13. UTILITY EASEMENTS. LESSOR reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Land; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of the Premises, and will not impose any cost upon LESSEE. Upon request of LESSEE, LESSOR shall grant such easements, licenses, rights-of-way and other rights or privileges in the nature of easements, over, under, through, across or on the Land which may be required for the construction or operation of the Project.

SECTION 14. INDEMNIFICATION OF LESSOR. To the extent permitted by law, LESSEE shall defend, protect, save, hold harmless and indemnify LESSOR, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any negligent acts or omissions of LESSEE, its officers, employees, or agents. Nothing in this Sublease shall be deemed to affect the rights, privileges, and immunities afforded the State of Florida, the BOR, FIU, and COUNTY by law.

SECTION 15. LANDSCAPING. LESSEE, at its own cost and expense (which cost is part of the budget set forth in Exhibit "C"), shall install complete landscaping upon the Premises in a manner satisfactory to LESSOR and in compliance with governmental requirements pertaining to landscaping. LESSEE's landscaping plans

shall be submitted to LESSOR for review and approval as provided in Section 5 of this Sublease.

SECTION 16. TAXES, FEES AND LICENSES.

(a) Both parties shall be responsible for their respective tax, fee, and license obligations, if any, relating to this Sublease.

(b) It is believed that LESSOR and LESSEE are exempt from ad valorem taxation on their respective facilities which are used for public purposes. However, should the Premises or any interest therein or improvement thereon ever become subject to any taxes fees or license obligations of any kind, LESSEE agrees to be responsible for any and all such lawful taxes which at any time may be levied by any taxing authority upon the Premises, or any interest in this Sublease, or any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of its use or occupancy thereof or otherwise.

(c) Right to Contest. Notwithstanding the above, LESSEE shall, after notifying LESSOR of its intention to do so, have the right in its own name or behalf, or in the name and behalf of LESSOR, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax fee or assessment, and in connection with such contest LESSEE may refrain from paying such tax or assessment so long as such contest will not, in the opinion of LESSOR's attorney, subject any part of the Premises to forfeiture or loss, in which event such taxes, shall be paid promptly. LESSOR shall, upon request by LESSEE, assist and

cooperate with LESSEE in any such proceedings; provided, however, that LESSOR shall have no obligation to incur any cost or expenses in connection with the rendering of such assistance. This provision shall in no way be construed as restricting LESSOR from contesting the legality of such tax or assessment if it so desires.

SECTION 17. USE AGREEMENT. Concurrent with the execution of this Sublease, LESSOR and LESSEE shall execute a Use Agreement which recognizes LESSEE's right to use the Facility for limited purposes during limited periods of each year of this Sublease and further recognizes the rights of those entities which have then existing contracts or arrangements to use the COUNTY's football stadium located in Tamiami Park. A list of the LESSEE'S existing contracts and arrangements for use of the existing football stadium is attached hereto as Exhibit "D" and made a part hereof.

SECTION 18. DEFAULT BY LESSEE. Each of the following events shall be deemed a default by LESSEE and a breach of this Sublease:

(a) If LESSEE shall fail to comply with any material covenant or condition of this Sublease and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.

(b) If LESSEE shall default in the performance of any covenant or condition of the Use Agreement on its part to be observed and performed thereunder and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.

SECTION 19. REMEDIES OF LESSOR. Upon the occurrence of an event of default as set forth in Section 18, LESSOR may then terminate this Sublease upon written notice to LESSEE. Upon termination, LESSOR and LESSEE shall negotiate a new ground lease, which may obligate LESSEE to pay rent to LESSOR on different terms. Should litigation be necessary to enforce the terms of this Sublease, the prevailing party shall be entitled to recover from any and all damages and costs, including a reasonable attorney's fee.

A termination of this Sublease shall also terminate render the Use Agreement null and void.

SECTION 20. NO WAIVERS. No waiver by LESSOR at any time of any of the terms or conditions of this Sublease, or non-compliance therewith, shall be deemed a waiver of the right to insist upon full compliance thereafter.

SECTION 21. INVALIDITY OF SUBLEASE. In the event a suit or other proceeding results in this Sublease or any part of it being declared void or invalid, the parties agree to renegotiate in an effort to arrive at a valid agreement which will be legal and satisfactory to both parties.

SECTION 22. QUIET ENJOYMENT. LESSOR agrees that LESSEE, upon observing and keeping the agreements and covenants of this Sublease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Land, during the term of this Sublease, without hindrance from LESSOR or anyone claiming by, through or under LESSOR, except as provided in Section 24.

SECTION 23. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Sublease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon anyone claiming by, through or under the parties.

SECTION 24. CONDEMNATION. In the event that any government, including the State of Florida, or any corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Sublease acquire title to the Premises (which for the purpose of this section only shall include not only the Land hereby demised but also the Project and other improvements erected thereon by LESSEE) or acquire title to such substantial portion thereof so that LESSEE cannot make use of the residue for the purposes intended by this Sublease, such acquisition of title shall terminate this Sublease, effective as of the date on which the condemning party takes possession thereof. If such taking is subsequent to the commencement of construction of the Project, LESSOR and LESSEE shall be entitled to separate awards. Prior to or during construction of the Project, if the condemning party acquires title to a portion of the Premises only, and LESSEE can make beneficial use of the residue thereof for the purposes intended by this Sublease, then this Sublease shall continue in full force and effect. The proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to

the repair of restoration of the improvements by LESSEE in accordance with plans and specifications approved by LESSOR. Any remaining balance of the condemnation proceeds shall be divided between the parties according to the proportion of their ownership or leasehold interests in the Premises which were taken. The foregoing provisions do not restrict the right of LESSOR or LESSEE to appeal an award made by court or other public agency in any condemnation proceeding.

SECTION 25. MISCELLANEOUS.

(a) Laws of Florida Govern. This Sublease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Force Majeure. Unless otherwise provided herein, neither party shall be responsible for any delay in their performances which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Where notice is required or desired to be given hereunder, it shall be in writing and served or delivered either in person or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LESSEE:

c/o Director
Dade County Parks and Recreation Dept.
50 SW 32nd Road
Miami, Florida 33129

County Manager
Metropolitan Dade County
111 N.W. 1st street, Ste. 2910
Miami, Florida 33128

with a copy to: Executive Director
 Dade County Youth Fair and Exposition
 10901 Coral Way
 Miami, Florida 33165

If to LESSOR: Vice President, Business & Finance
 Florida International University
 Miami, Florida 33199

with a copy to: Chancellor
 Board of Regents
 Florida Education Center
 Tallahassee, Florida 32399-1950

or such other address or party as may be designated from time to time in writing.

(d) Entire Agreement. This Sublease and the Use Agreement contain the entire agreement between LESSOR and LESSEE with respect to the terms and conditions of the Ground Sublease for the Project.

Any change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless in writing and signed with the same formalities as this Sublease by the party to be bound.

(e) Relationship of the Parties. Nothing in this Sublease shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee. Nothing in this agreement shall be deemed to give one party permission to use the names, marks and logos of the other or to trade upon or do business on the credit of the other party.

(f) Memorandum of Lease. Upon the execution of this Sublease, the parties shall execute a Memorandum of Lease for recording in a form suitable to LESSOR and LESSEE.

(g) Captions. The captions of this Sublease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Sublease.

(h) Contingency Statement. All of LESSOR's obligations under this Sublease and the Use Agreement are subject to and contingent upon an appropriation from the Legislature for the purposes required.

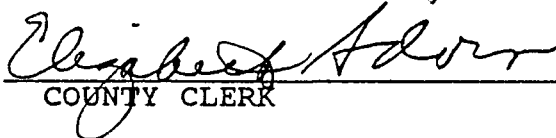
IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Sublease to be executed in ten copies, any of which may be considered an original, the day and year first above written.

LESSEE:

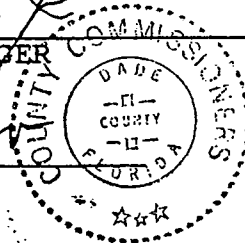
METROPOLITAN DADE COUNTY

By: 

COUNTY MANAGER

ATTEST: 

COUNTY CLERK




LESSOR:

THE BOARD OF REGENTS OF THE
STATE UNIVERSITY SYSTEM, STATE
OF FLORIDA for and on behalf of
FLORIDA INTERNATIONAL UNIVERSITY

By: 

Chancellor

ATTEST: 

Corporate Secretary

Assented to By:

DADE COUNTY YOUTH FAIR &
EXPOSITION, INC.

By:


Executive Director

ATTEST:

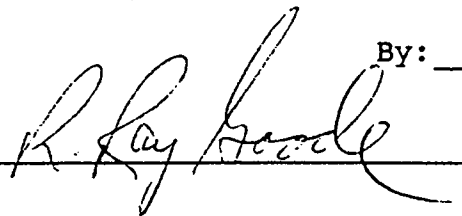


EXHIBIT 2

Item # 2
3-4-93
R-303-71

STADIUM COMPLEX
USE AGREEMENT
BETWEEN
METROPOLITAN DADE COUNTY
AND
THE BOARD OF REGENTS OF THE STATE OF FLORIDA

INDEX

USE AGREEMENT

Section 1.	THE PROJECT	2
	(a) Ownership and Control	2
	(b) Intended Uses	3
Section 2.	TERM	3
Section 3.	RENT	4
Section 4.	COSTS, FEES AND CHARGES	4
	(a) FIU	5
	(b) COUNTY	5
	(c) DCPS	5
	(d) Individual Costs, Charges and Fees	6
Section 5.	OPERATION OF THE FACILITY	6
	(a) Scheduling	6
	(b) Prohibited Uses	7
	(c) Concessions and other Business Operations	8
Section 6.	REPAIR AND MAINTENANCE	8
Section 7.	INSURANCE	9
	(a) Types	9
	(b) Policies and Certificates	10
	(c) Self Help	10
	(d) Applicability to Licensees	11
Section 8.	DESTRUCTION AND DAMAGE	11
	(a) Notice and Rebuilding	11
	(b) Insurance Proceeds	11
Section 9.	REPAYMENT TO FIU	12

Section 10. ASSIGNMENT	12
Section 11. RECOGNITION OF EXISTING CONTRACTS	13
Section 12. ALTERATIONS, CAPITAL IMPROVEMENTS AND ADDITIONS	13
Section 13. INSPECTION	14
Section 14. DEFAULT	14
(a) Events of Default	14
(b) Remedies	14
(c) Indemnification	15
Section 15. CONDEMNATION	16
Section 16. ADDITIONAL SERVICES	16
Section 17. ACCEPTANCE OF CONDITION	16
Section 18. MODIFICATION	17
Section 19. INVALIDITY OF PARTICULAR PROVISION	17
Section 20. NO WAIVER	17
Section 21. NON-DISCRIMINATION	18
Section 22. CONFERENCE	18
Section 23. OBSERVANCE OF RULES AND REGULATIONS	13
Section 24. MISCELLANEOUS	19
(a) Governing Laws	19
(b) Force Majeure	19
(c) Time	19
(d) Notice and Delivery	19
(e) Entire Agreement	20
(f) Relationship of the Parties	20
(g) Captions	20

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1993, by and between THE BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") for and on behalf of FLORIDA INTERNATIONAL UNIVERSITY ("FIU") and METROPOLITAN DADE COUNTY ("COUNTY")

" WITNESSETH

WHEREAS, BOR as Lessor and COUNTY as Lessee entered into that certain Ground Sublease Agreement, a copy of which is attached hereto as Exhibit "A" (the "Ground Sublease") covering certain real property located in Dade County, Florida and more particularly described in the Ground Sublease; and

WHEREAS, the Ground Sublease permitted COUNTY to construct certain improvements on the premises ("the Project"), pursuant to the general specifications and guidelines set forth in the Ground Sublease; and

WHEREAS, upon completion of the Project, COUNTY has agreed to tender title to the BOR; and,

WHEREAS, COUNTY and BOR have entered into a Ground Lease, attached hereto as Exhibit "B" ("the Ground Lease"), under which COUNTY will lease to BOR the premises described therein; and

WHEREAS, as partial inducement for COUNTY to deed the Project over to BOR, BOR has agreed to provide COUNTY certain use rights to the Project (also called "the Facility" when referred to herein after its completion) upon the terms and conditions described herein; and,

WHEREAS, as an inducement to help construct the Project which will be of benefit to the interests of the community, Dade County Youth Fair and Exposition, Inc., (DCYF) agreed to provide up to One Million, Two Hundred Thousand Dollars (\$1,200,000) to be used to relocate the football stadium now located in Tamiami Park and for construction of the Project, as more fully set forth herein; and

WHEREAS, the School Board of Dade County (DCPS) agreed to contribute One Million, Eight Thousand Dollars (\$1,800,000) in funds for the Project for future use of the Facility.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

SECTION 1. THE PROJECT.

(a) Ownership and Control. BOR shall have the leasehold in the real property described in the Ground Lease and shall own the Facility. BOR, through FIU, shall control and operate the Facility, subject only to those conditions set forth in the Ground Lease, restrictions appearing of record and the terms and conditions set forth in this Agreement. Ownership of the Project and the Facility does not include the parking area which is located on COUNTY property and which remains under the ownership and control of the COUNTY during the term of this Agreement. COUNTY agrees to give FIU the right to utilize its parking areas adjacent to the Facility upon reasonable request and when the areas are not needed for any COUNTY purpose. COUNTY and FIU shall enter into an premises use agreement covering usage of the COUNTY's parking areas for events held at the Facility. The premises use

agreement shall provide, inter alia, that when parking areas are used during events, the sponsor will be responsible for security and clean-up and may be invoiced for any costs incurred by COUNTY upon the failure to abide by this condition.

(b) Intended Uses. The Facility shall be used, owned, and operated by FIU primarily as a stadium. The Facility shall be constructed to include a football field, a running track, areas for field games, locker rooms, concession areas, common areas, service areas and ancillary areas that are deemed appropriate for use and operation of the Facility. The Facility shall be maintained by FIU for athletic events. Nothing herein shall otherwise restrict the right of FIU to use or allow the Facility to be used for any other lawful purpose. It is understood and agreed that FIU will primarily use the Facility for track and field and DCPS shall use the Facility primarily for high school football games and track and field meets.

SECTION 2. TERM. The term of this Agreement shall commence on the date the Project is deeded over to and accepted by BOR. That date shall be as required by the Ground Lease and shall be known as the "Commencement Date" of this Agreement. This Agreement shall expire on the same date as the Ground Lease, unless renewed or sooner terminated as set forth herein. Where permitted by law, this Agreement may be renewed upon the mutual written consent of the parties on the same or different terms for an additional fifty (50) year term or for several renewals not to exceed an aggregate of fifty (50) years.

SECTION 3. RENT. During the term of this Agreement, COUNTY shall pay FIU the sum of \$1.00 per year, exclusive of any applicable sales tax as rent for COUNTY's right to use the Facility. Rent shall be due and payable upon the Commencement Date and thereafter, upon the annual anniversary of the Commencement Date. Rent shall be paid to FIU without notice or demand.

SECTION 4. COSTS, FEES AND CHARGES.

(a) FIU. As owner, FIU shall be responsible for the management of the Facility and shall bear the operational costs, fees and charges which shall or may be charged or become due and payable as a result of holding football games and track and field meets in the Facility during the term of this Agreement, except as otherwise set forth herein. Operational costs, fees and charges shall be limited to utility charges (except lighting and lighting demand charges incurred by COUNTY, DCPS, and others); expenses for maintenance and repair of the Facility due to reasonable wear and tear from the use of the Facility as a football field and as a track and field, and costs of services required to be furnished to the Facility for proper maintenance and operation as a football field and track and field, such as field and track maintenance and striping, custodial services, and trash removal. FIU's operational responsibilities do not include the parking areas which are located on COUNTY property and which are not a part of the Facility and the costs of staging games and meets. User is responsible for security and clean-up of parking areas. Unless exempt, any tax levied on

the Facility as a result of FIU'S operation of the Facility, or those claiming through FIU shall be borne by FIU.

(b) COUNTY. COUNTY shall promptly pay FIU, for any special costs, charges, fees which the COUNTY incurs as a result of any COUNTY activities it sponsors in the Facility. Costs, charges and fees for which COUNTY shall be responsible as a User include but are not limited to, police and security services, field lighting and lighting demand charges (pro-rated among monthly users) and, any other special services requested or required as a result of a COUNTY activity or event. COUNTY shall also be responsible for the costs of extraordinary maintenance or repairs (beyond normal wear and tear) occasioned by its use or its patrons' use of the Facility. COUNTY shall not be charged rental fees for the Use Periods to which it is entitled under this Agreement. COUNTY shall be responsible for any taxes or fees which may accrue as a result of its lease of the Premises or its use of the Facility during any Use Period, as hereinafter defined.

(c) DCPS. In consideration of the payments made by DCPS for advance rental, DCPS shall not be charged rental fees for the Use Periods to which it is entitled under this Agreement for the first fifteen (15) years after the Commencement Date of this Agreement. During this period, DCPS shall be responsible, and promptly pay FIU, for any special costs, charges, fees which the DCPS incurs as a result of any DCPS activities it sponsors in the Facility. During this period, the costs, charges and fees for which DCPS shall be responsible as a User include but are not limited to,

police and security services, field lighting, and lighting demand charges (as pro-rated among monthly users), and any other special services requested or required. DCPS shall also be responsible for any costs of extraordinary maintenance or repairs (beyond normal wear and tear) occasioned by its use or its patrons' use of the Facility. Upon the expiration of the fifteen (15) year period, FIU may charge DCPS a rental for the use rights granted under this Agreement. Such annual rental shall be mutually agreed to in writing by FIU and DCPS. DCPS shall be responsible for any taxes and fees which may accrue as a result of its lease of the Premises or its use of the Facility during any Use Period.

(d) Individual Costs, Charges and Fees. Each party and any Facility users shall be individually responsible for arranging for and paying the costs of providing its own transportation to and from the Facility, athletic equipment, game and scoring officials, ticketing function, trainers, locker room security, towels, medical and emergency personnel, and every other item or service necessary for the staging of its athletic or other events. These costs are in addition to those costs for police and security, field lighting and lighting demand charges and other special services requested or required.

SECTION 5. OPERATION OF THE FACILITY.

(a) Scheduling. At least one year in advance of each anniversary of the Commencement Date of this Agreement, COUNTY, FIU and DCPS shall confer to provide desired dates for use of the Facility. COUNTY may use the Facility for county-operated events

at least twenty-five (25) days each calendar year and may have further use of the Facility for additional county-operated events with the approval of FIU, which approval shall not be unreasonably withheld. DCPS may use the Facility for fifty (50) days each calendar year. As owner, FIU shall be entitled to unrestricted use of the Facility for the remainder of the calendar year. Within thirty (30) days of receipt of the COUNTY and DCPS's desired dates, FIU shall determine whether there are any scheduling conflicts among the three entities. A committee consisting of one representative each from COUNTY, DCPS and FIU will convene to discuss the schedule. In the event of a scheduling conflict, COUNTY, FIU and DCPS agree to negotiate in good faith to resolve the conflict, however, in the event of an irreconcilable conflict, the decision of FIU, as owner, shall be controlling. FIU, COUNTY and DCPS may change any of their previously reserved dates to any other date during that year on which there is no previously scheduled event by giving FIU twenty (20) days advance written notice. Each of the dates on which a party is entitled to use the Facility shall be referred to as "the Use Period." The parties agree that they shall schedule their events with consideration of the annual dates for the DCYF.

(b) Prohibited Uses. Neither COUNTY nor DCPS will use the Facility or Premises for any other event than an approved athletic event without express prior written approval by FIU which approval shall not be unreasonably withheld nor shall COUNTY or DCPS use or permit use of the Facility or the Premises for any purposes which

is noxious, dangerous, injurious, or in any way harmful to the Facility or any nearby property, or to any persons occupying or using same, including but not limited to through the production or emission of dust, smoke, refuse, gas fumes, noise, radiation, vibration or similar conditions.

(c) Concessions and Other Business Operations. As owner, FIU has the right to operate and receive income from food and beverage concessions, franchises, coin operated equipment or machines of a similar nature that FIU may choose to operate in the Facility; prices for food and beverages sold in the Facility will be held to prices charged by FIU at its own athletic facilities. FIU will permit DCPS school clubs to sell approved non-food items, such as apparel with school logos, pom poms, and the like, during each Use Period. Additionally, FIU has the right to erect and receive income from billboards, electronic scoreboards, and banner advertisements and sponsorships. Unless otherwise agreed, FIU will not solicit as advertising sponsors alcoholic beverages or tobacco companies. FIU agrees that all advertising will be confined to the interior of the Facility.

SECTION 6. REPAIR AND MAINTENANCE. Except as otherwise provided herein, FIU shall use best efforts to repair and maintain the Facility, its fixtures and equipment in good and substantial order and repair suitable for the their intended purposes. During each of their respective Use Periods, COUNTY and DCPS shall comply with all laws, orders, regulations, rules, and requirements relating to use of the Facility and the Premises. During each of

their respective Use Periods, COUNTY and DCPS shall be responsible for costs of police and security services, field lighting and lighting demand charges, and any repairs, clean-up and maintenance which result from any use or occupation by COUNTY or DCPS. At the end of each Use Period, COUNTY and DCPS shall be obligated to return the Facility to FIU in the same condition as it existed prior to that Use Period. In the event that the Facility is not returned to FIU in the same condition as it existed prior to that Use Period, FIU shall perform such services as are necessary to return the Facility to its prior condition and shall bill COUNTY or DCPS accordingly.

SECTION 7. INSURANCE.

(a) Types. COUNTY and DCPS, respectively shall, throughout the term of this Agreement, at their own cost and expense, provide and keep in force for the benefit of FIU, the BOR, the State of Florida and for themselves the following types of insurance policies in the amounts specified to cover its use during each Use Period:

(1) Comprehensive general liability insurance (including personal injury and property damage) insuring against liability for wrongful death and injury to person or loss and destruction of property occurring in or about the Facility arising out of their respective use and occupancy thereof, in a minimum amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence. Alternatively, COUNTY and DCPS may satisfy this requirement by

showing proof of self-insurance which will satisfy the limits of the State's waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes.

(2) Worker's Compensation Insurance, in the minimum amounts required by state law unless self-insured.

(3) Automobile liability insurance, in the minimum amounts and in the types required by state law unless self-insured.

(4) Such other insurance as FIU may reasonably require from time to time.

(b) Policies and Certificates. COUNTY and DCPS shall provide FIU with certificates of insurance which designate FIU, BOR and the State of Florida as additional insureds. There shall be no exclusions or deductibles, unless agreed to in writing by FIU. The certificates of insurance shall be submitted to FIU's Vice President, Business & Finance prior to the commencement of each Use Period. No Use Period shall commence until the certificates are submitted, and FIU shall be notified of any change in the policies or coverages during the term of this agreement. It is understood that any change in the policies without FIU permission is cause for termination of this Agreement. Each and every policy of insurance required under this section shall be written upon companies acceptable to the State of Florida Department of Insurance.

(c) Self Help. In the event that COUNTY or DCPS are not self-insured and shall at any time fail, refuse or neglect to obtain and pay for any insurance required hereunder, FIU may, at its sole option, obtain and pay for such insurance and COUNTY and DCPS shall

pay FIU upon demand for the cost thereof plus ten percent (10%) thereof (not to exceed \$500.00) for administrative overhead.

(d) Applicability to Licensees. The provisions of Section 7 shall apply to all users who are licensed to use the Premises by and through COUNTY or DCPS.

SECTION 8. DESTRUCTION AND DAMAGE.

(a) Notice & Rebuilding. If during the term of this Agreement the Facility or any furnishings and fixtures installed therein at the commencement of the term of the Sublease or thereafter erected thereon, or therein, shall be destroyed or damaged in whole or in part by fire, vandalism, acts of God or any other cause, FIU shall give COUNTY and DCPS immediate notice thereof. FIU shall undertake to repair, replace, and rebuild the same with a structure of substantially the same character and condition as existed immediately prior to such occurrence if insurance coverage is available for that purpose. During rebuilding of the Facility, the term and obligations under this Agreement shall be deemed suspended but shall resume upon substantial completion of rebuilding. If the Facility is not rebuilt within twelve (12) months from any such casualty, then this Agreement and the Ground Lease shall automatically terminate and FIU shall be obligated to return the Premises to COUNTY in the condition in which the Land was tendered at the beginning of the Ground Lease.

(b) Insurance Proceeds. All insurance proceeds derived and collected from an insurance carrier required by this Agreement for purposes of restoration or rebuilding of the Facility shall be

applied to the restoration and rebuilding of the Facility and any furnishings and fixtures thereon subject to and in accordance with the provisions of subparagraph (a), Section 8 hereof. FIU shall commence such restoration and rebuilding within twelve (12) months of receipt of such proceeds. If the net amount of any proceeds of insurance identified above shall be insufficient for the proper and effective repair, replacement or rebuilding of the Facilities or any fixtures thereon, FIU shall pay the additional sums required to effect such repair, replacement or rebuilding.

SECTION 9. REPAYMENT TO FIU. In the event FIU shall pay or be compelled to pay any sum of money or do any act which shall require the expenditure or payment of any sum by reason of the failure of COUNTY or DCPS to perform any one or more of the covenants herein contained, COUNTY or DCPS respectively shall repay the same promptly upon demand, plus ten percent (10%) thereof (not to exceed \$500.00), for administrative overhead. It is expressly agreed that payment by FIU of any such sums of money or the doing of any such acts shall not be deemed to waive or release the default in the payment or doing thereof by COUNTY or DCPS.

SECTION 10. ASSIGNMENT. Neither COUNTY nor DCPS may at any time assign their rights under this Agreement or sublet the Facility to a person, firm or corporation including to a state or local government agency or instrumentality, without prior written consent of FIU. COUNTY and DCPS may, with notice to FIU, license use of the Facility during any of the time that they are entitled to use, provided that their licensees fully comply with the terms

of this Agreement. It is expressly agreed between the parties that no assignment, subletting, underletting, or licensing of the Facility shall in any way relieve COUNTY or DCPS of any of their obligations under the terms and provisions of this Agreement.

SECTION 11. RECOGNITION OF EXISTING CONTRACTS. Exhibit "D" to the Ground Lease contains a list of all existing contracts and arrangements between COUNTY and other entities for use of football stadium to be moved from Tamiami Park to the Premises. Any such unexpired contracts and arrangements shall be honored by FIU but may be on different terms than previously agreed by COUNTY. To this end, COUNTY shall notify all entities with existing contracts and arrangement for use of the football stadium at Tamiami Park that their contracts with COUNTY shall be terminated and that FIU will provide use of the Facility to the entities upon their entering into a new Use Agreement with FIU.

SECTION 12. ALTERATIONS, CAPITAL IMPROVEMENTS AND ADDITIONS. Neither COUNTY nor DCPS may make alterations, improvements and additions in and to the Facility without the prior written approval of FIU. All improvements shall be completed in accordance with the plans and specifications therefor, as approved by FIU and in compliance with the building codes, laws, ordinances, rules, regulations and orders of any government agency having jurisdiction. During the period of such alteration and improvement, COUNTY and DCPS shall prevent any lien or obligation from being created against or imposed upon the Facility. All liens or charges for services rendered or materials furnished shall be

discharged or bonded promptly after receipt of notification thereof from FIU.

SECTION 13. INSPECTION. FIU reserves the right to enter the Facility during all Use Periods during the term of this Agreement, for the purpose of inspecting the Facility; provided, however, that FIU shall not unreasonably interfere with use of the Facility.

SECTION 14. DEFAULT.

(a) Events of Default. Each of the following shall be an "Event of Default":

(1) If COUNTY or DCPS shall fail to pay any sum when it is due and payable under this Agreement for a period of sixty (60) days after receipt of written notice thereof from FIU.

(2) If COUNTY, FIU or DCPS shall fail to observe or perform one or more of the material terms, conditions, covenants or agreements of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof specifying the failure or breach.

(b) Remedies. If an Event of Default shall occur under this Agreement, the party to whom the obligation is owed may at any time thereafter give written notice to the breaching party and demand full performance of the Agreement. Should the defaulting party fail to cure within the time provided, then the party to whom the obligation is owed may declare the Agreement to be in breach and exercise its rights to terminate this Agreement. The exercise of rights under this section shall not be deemed to waive any rights which FIU would have in law or equity to recover damages, past due

installments of rent, taxes, insurance and other charges or to seek injunctive relief.

(c) Indemnification.

(1) COUNTY AND DCPS. To the extent permitted by law, COUNTY and DCPS shall indemnify and hold harmless FIU, the Board of Regents, and the State of Florida and their respective officers, employees and agents, from and against all claims, suits, actions, damages or causes of action arising during the terms of the Agreement for any personal, economic or bodily injury, loss of life or damage to or loss of property sustained by reason or as a result of the negligent or willful acts of their officers, employees or agents in furtherance of activities held in the Facility and from and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities as are afforded COUNTY and DCPS by law.

(2) FIU. The Attorney General of the State of Florida has opined that state agencies lack authority to hold other parties harmless. To the extent permitted by law, FIU shall indemnify and hold harmless COUNTY and DCPS and their respective officers, employees and agents, from and against all claims, suits, actions, damages or causes of action arising during the terms of the Agreement for any personal, economic or bodily injury, loss of life or damage to property which result from the negligent acts or

omissions of its officers, employees or agents in its operation of the Facility and from and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities as are afforded FIU, the Board of Regents and the State of Florida by law.

SECTION 15. CONDEMNATION. The provisions of Section 24 of the Ground Sublease shall govern the rights and obligations of the parties in the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Agreement acquire title to the Premises.

SECTION 16. ADDITIONAL SERVICES. Except as otherwise specifically agreed to by separate written agreement, FIU shall not be required to furnish any additional services for or in the Facility during the term of this Agreement.

SECTION 17. ACCEPTANCE OF CONDITION. COUNTY and FIU shall inspect the Project upon the completion of construction to determine whether it can be used for the purposes contemplated in the Agreement. In the event that defects are found which prevent beneficial ownership and use, then COUNTY shall take such steps as are necessary to remedy them. Upon completion of remedial work, COUNTY and FIU shall re-inspect the Facility. This process shall continue until COUNTY and FIU are satisfied that the Facility meets

the agreed upon specifications.

SECTION 18. MODIFICATION. None of the terms and conditions of this Agreement shall in any manner be altered, waived, changed or abandoned except by a written instrument executed with the same dignity as this Agreement.

SECTION 19. INVALIDITY OF PARTICULAR PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, with the exception of Sections 3 and 4 hereof, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 20. NO WAIVER. No failure by a party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach or of such covenant, agreement, term or condition shall constitute a waiver of a right to demand strict performance. No covenant, agreement, term or condition of this Agreement to be performed or complied with and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall effect or alter this Agreement, but each and every term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No notice shall be required to restore or revive time as being of the essence hereof after waiver of

default in one or more instances. No option, right, power, remedy or privilege shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given by this Agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

SECTION 21. NON DISCRIMINATION. It is agreed by all parties that no person shall be denied access to the Facility or be denied any benefit granted under this Agreement on the basis of race, color, religion, national origin, sex, religion, age, disability or handicap, or marital status.

SECTION 22. CONFERENCE. Not less than once a year representatives of FIU, COUNTY and DCPS shall meet and confer to consider operational needs for the Facility including but not limited to, parking of patrons, licensee use, traffic control, and health and safety issues. Representatives of the parties shall also meet upon written request of any of the parties to resolve any disputes or controversies that may result in connection with the interpretation or enforcement of this Agreement. The decisions made at these meetings shall be reduced to writing and abided by the parties. Each party shall be responsible for informing its staff and patrons of the decisions reached regarding these matters.

SECTION 23. OBSERVANCE OF RULES AND REGULATIONS. COUNTY and DCPS shall be required to observe all statutes, rules, regulations and policies which govern FIU property, including but not limited

to health and safety regulations, and building and fire codes. It is understood and agreed that the FIU Public Safety Department shall exercise primary police authority over the Facility, except that FIU Public Safety Department shall have no authority or obligation to police COUNTY's parking lots located in Tamiami Park. At FIU's option, COUNTY and DCPS shall either contract with FIU's Public Safety Department or shall contract with another police agency for the provision of security at all events to be held in the Facility.

SECTION 24. MISCELLANEOUS.

(a) Governing Laws. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Force Majeure. Except as otherwise expressly provided herein, no party shall be responsible for any delay in their performances called for under this Agreement which are caused by acts of God, war, national emergency, strikes, shortages of material, or governmental regulations or control.

(c) Time. Time is of the essence in every particular of this Agreement including, but not limited to, obligations for the payment of money.

(d) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to FIU: Vice President, Business and Finance
Florida International University
University Park Campus
Miami, Florida 33199

with a copy to: Chancellor
Board of Regents
Florida Education Center
Tallahassee, Florida 32399-1950

If to COUNTY: Director
Dade County Parks and Recreation Dept.
50 SW 32nd Road
Miami, Florida 33199

If to DCPS: Superintendent
Dade County Public School Board
1450 N.E. 2nd Avenue
Miami, Florida 33132

If to DCYF: Executive Director
Dade County Youth Fair and Exposition, Inc.
10901 Coral Way
Miami, Florida 33165

or such other address as the party to be served may direct by written notice to the other party.

(e) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Agreement and the Ground Lease contains the entire agreement between FIU and COUNTY with respect to the subject matter of this Agreement; that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(f) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall

the relationship between the parties be construed as principal and agent, or other than as stated. Nothing in this Agreement shall be deemed to give the parties the right to use the registered tradenames, marks, and logos of the other without the other's prior written consent. Each party shall transact business on its own name and credit.

(g) Captions. The captions of this Agreement are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, any of which may be considered an original, the day and year first shown above written.

STATE OF FLORIDA BOARD OF REGENTS for and
for Florida International University

By: Charles B. Reed
Charles B. Reed
Chancellor

ATTEST: MayAnne Bestebreum
Corporate Secretary

FLORIDA INTERNATIONAL UNIVERSITY for and
behalf of the Board of Regents

By: Modesto A. Maidique
President

METROPOLITAN DADE COUNTY

By: _____

Joaquin Avino
County Manager

ATTEST: _____

With approval of: _____

DADE COUNTY PUBLIC SCHOOLS

By: _____

Octavio Visiedo

DADE COUNTY YOUTH FAIR & EXPOSITION, INC.

By: _____

Darwin Fuchs
Executive Director

ATTEST: _____

EXHIBIT 3

47m = 32
3-4-93
P-303-7-

STADIUM COMPLEX
GROUND LEASE AGREEMENT
BETWEEN
METROPOLITAN DADE COUNTY
AND
THE BOARD OF REGENTS OF THE STATE OF FLORIDA

INDEX

GROUND LEASE AGREEMENT

Section 1.	LEASED PREMISES	2
Section 2.	TERM	2
Section 3.	USE OF LAND	2
	(a) The Facility	2
	(b) Compliance with Rules and Regulations	2
Section 4.	RENTAL	3
Section 5.	RE-CONSTRUCTION, MODIFICATION, EXPANSION	3
Section 6.	MEMORANDUM OF LEASE	3
Section 7.	RIGHT OF WAY	3
Section 8.	OWNERSHIP OF IMPROVEMENTS	3
Section 9.	LESSOR'S INTEREST NOT SUBJECT TO CERTAIN LIENS	4
Section 10.	INSURANCE	4
Section 11.	CONDITION OF PREMISES--FILL, UTILITIES	5
Section 12.	ENCUMBRANCES	6
Section 13.	ASSIGNMENT AND SUBLETTING	6
Section 14.	UTILITY EASEMENTS	6
Section 15.	INDEMNIFICATION OF LESSOR	7
Section 16.	LANDSCAPING	7
Section 17.	TAXES, FEES AND LICENSE	7
Section 18.	USE AND MANAGEMENT AGREEMENT	9
Section 19.	DEFAULT BY LESSEE	9
Section 20.	REMEDIES OF LESSOR	9
Section 21.	NO WAIVERS	10
Section 22.	INVALIDITY OF SUBLEASE	10

Section 23. QUIET ENJOYMENT	10
Section 24. TERMS BINDING UPON SUCCESSORS	10
Section 25. CONDEMNATION	11
Section 26. MISCELLANEOUS	11
(a) Laws of Florida Govern	11
(b) Force Majeure	11
(c) Notice and Delivery	11
(d) Entire Agreement	12
(e) Relationship of the Parties	12
(f) Memorandum of Lease	12
(g) Captions	13
(h) Contingency Statement	13

GROUND LEASE AGREEMENT

THIS GROUND LEASE is made and entered into this ____ day of _____, 1993, by and between METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida, referred to hereinafter as "LESSOR" and THE BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") an agency of the State of Florida for and on behalf of Florida International University ("FIU") collectively referred to hereinafter as "LESSEE"

RECITALS

WHEREAS, LESSOR owns or controls a certain parcel of property as shown on Exhibit "A" (the "Land") which is part of Tamiami Park and,

WHEREAS, LESSEE wishes to lease a portion of the Land for purposes of owning and operating a stadium hereinafter known as "the Facility;" and,

WHEREAS, LESSOR is willing to lease the Land to the LESSEE in consideration of the right to share use of the Facility on the terms set forth in the Use Agreement executed by the parties on even date and herewith and in further consideration of the mutual interests and goals shared by the parties,

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

SECTION 1. LEASED PREMISES. LESSOR hereby leases to LESSEE the Land subject to those exceptions or conditions appearing of record. LESSOR warrants that it has the full right and authority to enter into this Agreement and that all necessary approvals to the exercise of its authority have been obtained.

SECTION 2. TERM. The term of this lease shall commence on the date that title to the Facility is transferred to, and accepted by BOR and shall expire fifty (50) years from such date unless renewed or sooner terminated as set forth herein. Where permitted by law, this lease may be renewed upon the mutual written consent of the parties for an additional fifty (50) year term or several renewal terms not to exceed an aggregate of fifty (50) years.

SECTION 3. USE OF LAND.

(a) The Facility. The Land shall be used by LESSEE for the purpose of owning and operating a football/track and field stadium known herein as "the Facility" to be owned, operated and managed by FIU for use by Dade County Public Schools, FIU, COUNTY and others according to the terms of the Use Agreement. The Facility shall at all times be used for the uses and in the manner permitted in the Use Agreement.

(b) Compliance with Rules and Regulations. LESSEE shall not use or permit the Facility or the Land to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare.

SECTION 4. RENTAL. LESSEE shall pay to LESSOR, without demand, as and for annual rent the sum of ONE DOLLAR (\$1.00) during the term of this lease. Rent shall be due and payable in full within fifteen (15) days following the date of commencement of the term of this lease and every anniversary date thereafter.

SECTION 5. RE-CONSTRUCTION, MODIFICATION, EXPANSION. If, during the term of the lease, LESSEE wishes to re-construct, modify or expand any part of the Facility which is located on the Land, LESSEE shall submit its plans and specifications for review by LESSOR. LESSOR's review shall not be construed to be a right of approval and shall be limited to providing comments regarding the design of any improvement. LESSEE shall supervise the work to assure that it is performed pursuant to the construction contract between LESSEE and its agent, or general contractor and that adequate provision has been made under Chapter 255, Florida Statutes, for the protection of all laborers, materialmen and suppliers.

SECTION 6. MEMORANDUM OF LEASE. Within ten (10) days prior to commencement date of the lease, LESSOR shall cause the Memorandum of lease to be executed by its authorized officers, acknowledged and recorded in the Public Records of Dade County, Florida.

SECTION 7. RIGHT OF ENTRY. After prior reasonable notice to LESSEE, LESSOR shall have the right to enter upon the Facility from time to time and at reasonable times during any re-construction, modification, or expansion of the Facility to examine the condition and use thereof and for other reasonable purposes.

SECTION 8. OWNERSHIP OF IMPROVEMENTS. LESSEE shall at all times during the term of this Lease, at its expiration, and during any renewal thereof, have title to the Facility, all improvements made and any furniture, equipment, fixtures and furnishings supplied by it to the Facility. Upon mutual written agreement of

the parties, at the expiration of this Lease, or any renewal term thereof, LESSOR and LESSEE may determine to permit LESSOR to lease the Facility in which case LESSOR shall enter into a ground sublease with LESSEE as well as a Use Agreement. Alternatively, the LESSEE shall demolish the building and restore and surrender the Land to LESSOR in the condition it was found at the beginning of this Lease.

SECTION 9. LESSEE'S INTEREST NOT SUBJECT TO CERTAIN LIENS.

It is mutually intended, and agreed that neither LESSEE's leasehold interest in the Land nor its ownership of the Facility or LESSOR's leasehold may be subjected to liens of any nature arising by reason of LESSEE's operation of the Facility upon the Land or by reason of any other act or omission of LESSEE or any person claiming under, by or through LESSEE. All persons dealing with LESSEE are hereby placed on notice that any improvements constructed upon the Land or in or about the Facility are the property of LESSEE and are constructed for LESSEE's use and benefit. LESSEE has no power, right or authority to subject LESSOR's leasehold interest in the Land to any lien or claim of lien.

SECTION 10. INSURANCE.

(a) Types of Insurance. LESSEE will obtain and maintain in full force and effect at all times throughout the term of this Lease (except as otherwise provided herein) the following:

(1) Comprehensive general liability coverage either through an insurance policy, a self-insurance program or through the State of Florida's Risk Management Trust Fund within the limits of the

State of Florida's waiver of sovereign immunity; and,

(2) Worker's compensation insurance and any other insurance coverage required by law.

(b) Certificate. A certificate evidencing the coverages required shall be filed with LESSOR, upon request.

SECTION 11. CONDITION OF PREMISES--FILL, UTILITIES. LESSEE accepts the Land in its presently existing condition, "as is." LESSEE shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by LESSOR. LESSOR agrees to grant such utility companies rights of access over, under and across the remaining property of LESSOR as shall be necessary and convenient for the efficient operation of the Facility, and which do not materially impair, damage or disrupt the physical facilities of the LESSOR or the public's enjoyment of the same. Any construction or extension of such facilities shall be subject to prior written approval of LESSOR and shall be made without cost to LESSOR. LESSEE shall at all times use its best efforts to prevent entrance of objectionable quantities of deleterious wastes into LESSOR's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority. Drains or other facilities provided by LESSEE for the purpose of disposing of storm or other waters shall conform to the

requirements of applicable governmental authorities.

SECTION 12. ENCUMBRANCES. Unless otherwise agreed to in writing, neither LESSEE's leasehold interest in the Land nor LESSEE's fee title to the Facility shall be subject to any encumbrances other than by the leasehold interest created herein, or easements created pursuant hereto. LESSEE has no authority to subject LESSOR'S leasehold to any liens or encumbrances. No act taken pursuant to or in furtherance of this Agreement shall be or be construed to be, a pledge of the credit of the State of Florida, or any agency, political subdivision, department or board thereof, or of COUNTY.

SECTION 13. ASSIGNMENT AND SUBLETTING.

(a) Notice. Except as otherwise agreed to in the Use Agreement, LESSEE shall not assign, sublet, or transfer any portion of its interest in this lease without LESSOR's prior written approval.

(b) Bound By Terms. Any assignment, Sublease, sale or transfer shall not relieve LESSEE of any of its responsibilities and obligations under this Lease or under the Use Agreement. All assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms and conditions contained in this lease and the Use Agreement, unless LESSOR otherwise agrees upon giving its consent.

SECTION 14. UTILITY EASEMENTS. LESSOR reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others

over, under, through, across or on the Land; provided, however, that such grant is not detrimental to the use or operation of the Facility, will not damage or disrupt the physical facilities of the Facility, and will not impose any cost upon LESSEE. Upon request of LESSEE, LESSOR shall grant such easements, licenses, rights-of-way and other rights or privileges in the nature of easements, over, under, through, across or on the Land which may be required for the use and operation of the Facility.

SECTION 15. INDEMNIFICATION OF LESSOR. The Attorney General has opined that state agencies lack authority to hold other parties harmless. To the extent permitted by law, LESSEE shall defend, protect, save, hold harmless and indemnify LESSOR, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any negligent acts or omissions of LESSEE, its officers, employees, or agents. Nothing in this Lease shall be deemed to affect the rights, privileges, and immunities afforded the State of Florida, the BOR, FIU, and COUNTY by law.

SECTION 16. LANDSCAPING. LESSEE, at its own cost and expense shall maintain landscaping in and around the Facility in a manner satisfactory to LESSOR and in compliance with governmental requirements pertaining to landscaping.

SECTION 17. TAXES, FEES AND LICENSES.

(a) Both parties shall be responsible for their respective tax, fee, and license obligations, if any, relating to this Lease.

(b) It is believed that LESSOR and LESSEE are exempt from ad valorem taxation on their respective properties which are used for public purposes. However, should the Facility or any interest therein or improvement thereon ever become subject to any taxes fees or license obligations of any kind, LESSEE agrees to be responsible for any and all such lawful taxes which at any time may be levied by any taxing authority upon the Facility, or any interest in this Lease, or any possessory right which LESSEE may have in or to the Facility or the improvements thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the above, LESSEE shall, after notifying LESSOR of its intention to do so, have the right in its own name or behalf, or in the name and behalf of LESSOR, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax fee or assessment, and in connection with such contest LESSEE may refrain from paying such tax or assessment so long as such contest will not, in the opinion of LESSOR's attorney, subject any part of the Premises to forfeiture or loss, in which event such taxes, shall be paid promptly. LESSOR shall, upon request by LESSEE, assist and cooperate with LESSEE in any such proceedings; provided, however, that LESSOR shall have no obligation to incur any cost or expenses in connection with the rendering of such assistance. This provision shall in no way be construed as restricting LESSOR from contesting the legality of such tax or assessment if it so desires.

SECTION 18. USE AGREEMENT. Concurrent with the execution of this Lease, LESSOR and LESSEE have executed a Use Agreement which recognizes LESSOR's right to use the Facility for limited purposes during limited periods of each year of this Lease and further recognizes the rights of other entities.

SECTION 19. DEFAULT BY LESSEE. Each of the following events shall be deemed a default by LESSEE and a breach of this Lease:

(a) If LESSEE shall fail to comply with any material covenant or condition of this Lease and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.

(b) If LESSEE shall default in the performance of any covenant or condition of the Use Agreement on its part to be observed and performed thereunder and such failure continues after written notice of the breach and a reasonable opportunity to cure is provided.

SECTION 20. REMEDIES OF LESSOR. Upon the occurrence of an event of default as set forth in Section 18, LESSOR may then terminate this Lease upon written notice to LESSEE. Upon termination, LESSOR and LESSEE shall negotiate a new ground lease, which may obligate LESSEE to pay rent to LESSOR on different terms. Should litigation be necessary to enforce the terms of this Lease, the prevailing party shall be entitled to recover from any and all damages and costs, including a reasonable attorney's fee.

A termination of this Lease shall also terminate the Use Agreement.

SECTION 21. NO WAIVERS. No waiver by LESSOR at any time of any of the terms or conditions of this Lease, or non-compliance therewith, shall be deemed a waiver of the right to insist upon full compliance thereafter.

SECTION 22. INVALIDITY OF LEASE. In the event a suit or other proceeding results in this Lease or any part it being declared void or invalid, the parties agree to renegotiate in an effort to arrive at a valid agreement which will be legal and satisfactory to both parties.

SECTION 23. QUIET ENJOYMENT. LESSOR agrees that LESSEE, upon observing and keeping the agreements and covenants of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Land, during the term of this Lease, without hindrance from LESSOR or anyone claiming by, through or under LESSOR, except as provided in Section 24.

SECTION 24. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon anyone claiming by, through or under the parties.

SECTION 25. CONDEMNATION. In the event that any government, including the State of Florida, or any corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Lease acquire title to the premises (which for the purpose of this section only shall include not only the Land hereby demised but also the Facility and other improvements erected

thereon by LESSEE) or acquire title to such substantial portion thereof so that LESSEE cannot make use of the residue for the purposes intended by this Lease, such acquisition of title shall terminate this Lease, effective as of the date on which the condemning party takes possession thereof. LESSOR and LESSEE shall be entitled to separate awards. The foregoing provisions do not restrict the right of LESSOR or LESSEE to appeal an award made by court or other public agency in any condemnation proceeding.

SECTION 26. MISCELLANEOUS.

(a) Laws of Florida Govern. This Lease shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Force Majeure. Unless otherwise provided herein, neither party shall be responsible for any delay in their performances which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Where notice is required or desired to be given hereunder, it shall be in writing and served or delivered either in person or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LESSOR: c/o Director
Dade County Parks and Recreation Dept.
50 SW 32nd Road
Miami, Florida 33129

County Manager
Metropolitan Dade County
111 N.W. 1st street, Ste. 2910
Miami, Florida 33128

with a copy to: Executive Director
Dade County Youth Fair and Exposition
10901 Coral Way
Miami, Florida 33165

If to LESSEE: Vice President, Business & Finance
Florida International University
Miami, Florida 33199

with a copy to: Chancellor
Board of Regents
Florida Education Center
Tallahassee, Florida 32399-1950

or such other address or party as may be designated from time to time in writing.

(d) Entire Agreement. This Lease and the Use Agreement contain the entire agreement between LESSOR and LESSEE with respect to the terms and conditions of the Ground Lease for the Facility. Any change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless in writing and signed with the same formalities as this Lease by the party to be bound.

(e) Relationship of the Parties. Nothing in this Lease shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee. Nothing in this agreement shall be deemed to give one party permission to use the names, marks and logos of the other or to trade upon or do business on the credit of the other party.

(f) Memorandum of Lease. Upon the execution of this Lease, the parties shall execute a Memorandum of Lease for recording in a

form suitable to LESSOR and LESSEE.

(g) Captions. The captions of this Lease are inserted solely for convenience of reference, and under no circumstances shall they be treated or construed as part of, or as affecting, this Lease.

(h) Contingency Statement. All of LESSEE's obligations under this Lease and the Use Agreement are subject to and contingent upon an appropriation from the Legislature for the purposes required.

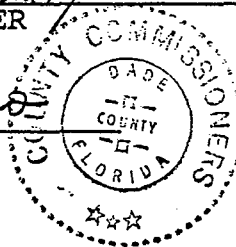
IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be executed in ten copies, any of which may be considered an original, the day and year first above written.

LESSEE:

METROPOLITAN DADE COUNTY

By: [Signature]
COUNTY MANAGER

ATTEST: [Signature]
COUNTY CLERK



LESSOR:

THE BOARD OF REGENTS OF THE
STATE UNIVERSITY SYSTEM, STATE
OF FLORIDA for and on behalf of
FLORIDA INTERNATIONAL UNIVERSITY

By: [Signature]
Chancellor

ATTEST: [Signature]
Corporate Secretary

Assented to By:

THE SCHOOL BOARD OF DADE COUNTY

By: [Signature]
Superintendent

NEW TAMAMI STADIUM

EQUIPMENT LIST

The following are unusual or unattached equipment items supplied which will transfer with the stadium when title changes.

SCOREBOARD

The scoreboard supplied is a Daktronics FB-1830L FOOTBALL, SOCCER & TRACK model. It is mounted on permanently installed structural columns. The scoreboard is hard wired in electrically with control wiring to the press box. A detachable control panel is provided that is connected in the press box during games. Lay over panels are provided for the scoreboard to handle the track functions.

SOUND SYSTEM

The Custom Sound System is provided with components as shown on the attached sheet titled Tamiami Stadium Sound System Equipment List.

DISCUS THROWING CAGE

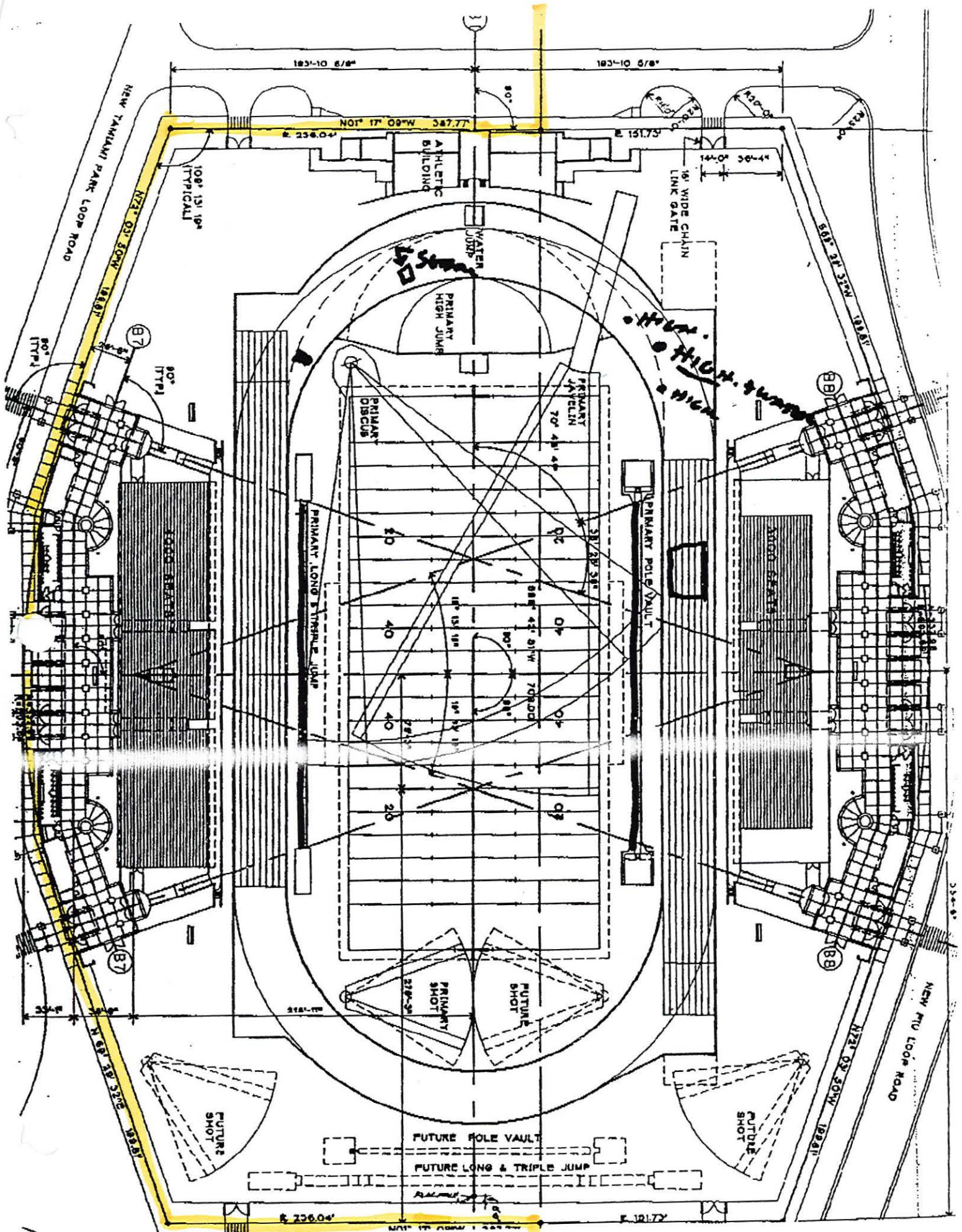
The throwing cage is a panelized element that is stored under the bleachers on the north side.

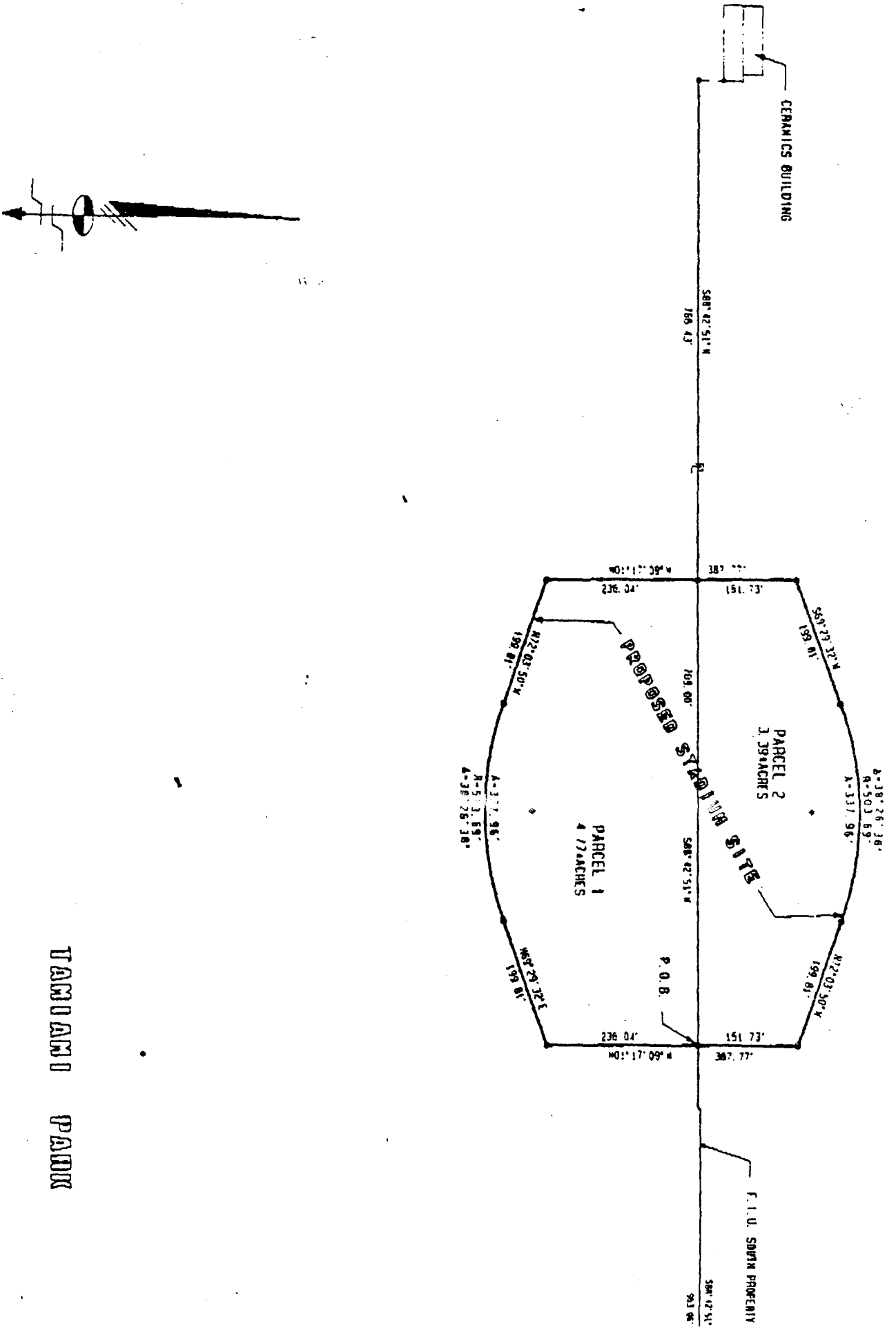
TAKE OFF BOARDS

Take off boards are provided for the long and triple jump.

Tamiami Stadium Sound System Equipment List:

Four (4) Electrovoice 200x main speakers
Four (4) Electrovoice Mb200 mounting brackets
Two (2) Electrovoice Mb 300 array plates
Eight (8) Electrovoice PA430 T delay speakers
Two (2) Crown Comtech 800 amplifiers
One (1) Mackie 1202 Mixer
One (1) Yamaha D1030 Digital Delay Line
One (1) DBX 166a Compressor/ Limiter
One (1) Sony Discman CD Player
Two (2) Mid-Atlantic two rack space drawers
One Mid-Atlantic twenty-four space rack w/security cover
One (1) Shure SM58s microphone w/ desk stand
One Shure wireless system package
 Three (3) Shure L-4 receivers
 Two (2) Shure L-3 Lavalier transmitters
 One (1) Shure L-2/ 58 transmitter
 One (1) Shure WA404 antenna system w/ half wavelength antennas
One (1) Clear Com Communications Package:
 Clear Com two channel master station
 Four (4) Clear Com belt packs*
 Four (4) Clear Com double muff headsets
Miscellaneous Connectors:
365' Mogami 8pr shielded multicable
500' 22 guage two conductor sheilded signal cable
100' RG59 coaxial cable
3000' 14 guage two conductor speaker cable
500' Microphone cable





SCALE 1" = 150'

TANIAMI PARK

EXHIBIT "A"
TO GROUND LEASE

LEGAL DESCRIPTION

PARCEL 1 (PROPOSED STADIUM SITE @ TAMIAHI PARK)

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

Commence at the Southeast corner of said Section 7; thence North 03 degrees 08 minutes 41 seconds West along the East line of the Southeast 1/4 of said Section 7 for 2181.47 feet; thence South 88 degrees 42 minutes 51 seconds West for 72.04 feet; thence continue South 88 degrees 42 minutes 51 seconds West for 830.00 feet; thence North 01 degrees 17 minutes 09 seconds West for 64.00 feet; thence South 88 degrees 42 minutes 51 seconds West for 1025.00 feet; thence South 01 degrees 17 minutes 09 seconds East for 64.00 feet; thence South 88 degrees 42 minutes 51 seconds West for 963.06 feet to the Point of Beginning of the following described parcel of land; thence continue South 88 degrees 42 minutes 51 seconds West for 709.00 feet (said last mentioned six courses being coincident with the South boundary line of F.I.U. as shown on that certain Specific Purpose Survey prepared by Carr Smith & Associates); thence South 01 degrees 17 minutes 09 seconds East for 236.04 feet; thence South 72 degrees 03 minutes 50 seconds East for 199.81 feet to a Point of Curvature; thence Southeasterly, Easterly and Northeasterly along a circular curve to the left having a radius of 503.69 feet and a central angle of 38 degrees 26 minutes 38 seconds for an arc distance of 337.96 feet to a Point of Tangency; thence North 69 degrees 29 minutes 32 seconds East for 199.81 feet; thence North 01 degrees 17 minutes 09 seconds West for 236.04 feet to the Point of Beginning and containing 4.77 acres more or less.

NOTE: Bearings shown hereon refer to an assumed meridian along the centerline of S.W. 24 Street (Bearing North 88 degrees 23 minutes 39 seconds East).

For Sketch To Accompany Legal Description see Schwabke-Shishkin & Assoc., Inc., File No. SD-457-AJ.

Legal description based on information furnished by Haynes, Spencer, Richards Architects.

PREPARED FOR: DADE COUNTY YOUTH FAIR AND EXPOSITION - TAMIAHI PARK
REVISED: 2-18-92 - ORDER NO. 436522



SCHWEBKE - SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS • ENGINEERS • ARCHITECTS • 16201 S.W. 95th AVE. • MIAMI, FL 33167

ORDER No. 435951

DATE 5-80-01

THIS IS NOT A "LAND SURVEY"

PREPARED UNDER MY SUPERVISION:

Robert F. Jackson V.P.
ROBERT F. JACKSON
FLA. PROF. LAND SURVEYOR No. 2408

EXHIBIT "A"
TO GROUND SUBLEASE

LEGAL DESCRIPTION

PARCEL 2 (PROPOSED STADIUM SITE @ FLORIDA INTERNATIONAL UNIVERSITY)

A portion of the Southwest 1/4 of Section 7, Township 34 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 7; thence North 03 degrees 08 minutes 41 seconds West along the East line of the Southeast 1/4 of said Section 7 for 2181.47 feet; thence South 88 degrees 42 minutes 51 seconds West for 72.04 feet; thence continue South 88 degrees 42 minutes 51 seconds West for 830.00 feet; thence North 01 degrees 17 minutes 09 seconds West for 64.00 feet; thence South 88 degrees 42 minutes 51 seconds West for 1025.00 feet; thence South 01 degrees 17 minutes 09 seconds East for 64.00 feet; thence South 88 degrees 42 minutes 51 seconds West for 963.06 feet to the Point of Beginning of the following described parcel of land; thence continue South 88 degrees 42 minutes 51 seconds West for 709.00 feet (said last mentioned six courses being coincident with the South boundary line of F.I.U. as shown on that certain Specific Purpose Survey prepared by Carr Smith & Associates); thence North 01 degrees 17 minutes 09 seconds West for 151.73 feet; thence North 69 degrees 29 minutes 32 seconds East for 199.81 feet to a Point of Curvature; thence Northeasterly, Easterly and Southeasterly along a circular curve to the right having a radius of 503.69 feet and a central angle of 38 degrees 26 minutes 38 seconds for an arc distance of 337.96 feet to a Point of Tangency; thence South 72 degrees 03 minutes 50 seconds East for 199.81 feet; thence South 01 degrees 17 minutes 09 seconds East for 151.73 feet to the Point of Beginning and containing 3.37 acres more or less.

NOTE: Bearings shown hereon refer to an assumed meridian along the centerline of S.W. 24 Street (Bearing North 88 degrees 23 minutes 39 seconds East).

For Sketch To Accompany Legal Description see Schwabke-