

## LEASE MODIFICATION AGREEMENT

**THIS LEASE MODIFICATION AGREEMENT** (herein called the "Agreement") is made and entered into as of January 7, 2003, by and between the **STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND**, (herein called the "Lessor") and **The UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "University Board" or the Lessee").

### RECITALS.

**WHEREAS**, the Lessor and the State of Florida Board of Regents (the "Board of Regents") entered a Lease Agreement, No. 2722 dated January 22, 1974 (the "Lease"), whereby the Lessor leased to the Board of Regents certain public lands located on the University of West Florida (the "University") campus as more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Leased Premises",

**WHEREAS**, The Florida Board of Education (the "Board") succeeded the Board of Regents (as the recipient of a statutory type two transfer from the Board of Regents);

**WHEREAS**, on January 7, 2003 the Florida Statutes that created and governed the Board were repealed and the Board was dissolved; and

**WHEREAS**, the University Board had been created and designated as a public body corporate for the University with all the powers, rights and duties of such designation, including the power to enter into leases, contract and own real property.

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

**Section 1. GRANT CLAUSE.** The Lessor hereby declares that the Lessee shall be granted all of the rights, title, interest, duties and obligations of the Board under the Lease, and the Lessee hereby agrees to assume, all of the Board's rights, title, duties and obligations under the Lease as if the Lease was originally executed by and delivered to Lessee.

**Section 2. APPLICABILITY OF LEASE.** The Lease, except as modified by this Agreement, shall remain in effect and unchanged.

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

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

**LESSOR:**

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

**WITNESSES:**

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

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

**Approved as to Form and Legality**

**By:** \_\_\_\_\_  
**DEP Attorney**

**LESSEE:**

**THE UNIVERSITY OF WEST FLORIDA BOARD  
OF TRUSTEES**

**WITNESSES:**

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

**By:** \_\_\_\_\_  
\_\_\_\_\_  
**Print Name/Title**

**APPROVED AS TO  
FORM AND LEGALITY:**  
  
\_\_\_\_\_  
**UWF ATTORNEY**