

**NOTICE OF REQUEST FOR PROPOSALS FOR THE LEASE OF REAL PROPERTY OWNED BY THE SCHOOL BOARD OF JEFFERSON COUNTY, FLORIDA**

NOTICE IS GIVEN that the School Board of Jefferson County, Florida (the “Board”) is requesting proposals from interested persons and entities to lease certain real property from the Board. The real property for which proposals are requested is located in Jefferson County, Florida and described as follows:

The 40.12 acres (+/-) of real property located to the north east of the intersection of Old Drifton Road and Phelps Road which has been assigned Parcel No. 13-1N-4E-0000-0131-0000 by the Jefferson County Property Appraiser.

To be considered, proposals must be received by the Superintendent of Schools at the Board’s offices located at 1490 West Washington Street, Monticello, Florida 32344 no later than 4:00 p.m., on May 6, 2019. Proposals must be sealed and shall be marked on the outside as “Proposal for RFP for Lease of Real Property Due May 6, 2019.”

Before submitting any proposal, potential proposers must review the specifications for this request for proposal. The specifications include, among other things, how to make a proposal, the process for evaluation of the proposals, the Board’s standard lease and the Board’s reserved rights and understandings. A copy of the specifications for this request for proposals may be obtained from the Hon. Marianne Arbulu, Superintendent of Schools for Jefferson County, Florida at 1490 West Washington Street, Monticello, Florida 32344; Email: *marianne.arbulu@jeffersonschooldistrict.org*.

All questions concerning the above should be directed to the Hon. Marianne Arbulu, Superintendent of Schools at (850) 342-0100.

THE SCHOOL BOARD OF  
JEFFERSON COUNTY, FLORIDA

Publish: 04/12/2019, 04/17/2019

**REQUEST FOR PROPOSALS**  
**FOR LEASE OF DISTRICT REAL PROPERTY**

**SPECIFICATIONS**

**1.0 Introduction**

This request for proposals (“RFP”) is being made by the School Board of Jefferson County, Florida (the “Board”). The Board is the governing body for the School District of Jefferson County, Florida (the “District”). The Board’s offices (the “Board Offices”) are located at 1490 West Washington Street, Monticello, Florida 32344. The Board’s mailing address is 1490 West Washington Street, Monticello, Florida 32344. The Hon. Marianne Arbulu is the Superintendent of Schools for the District (the “Superintendent”) and the executive officer of the Board. The contact information for the Superintendent is: Office Address: 1490 West Washington Street, Monticello, Florida 32344; Mailing Address: 1490 West Washington Street, Monticello, Florida 32344; Telephone Number: 850.342.0100; Email: [marianne.arbulu@jeffersonschooldistrict.org](mailto:marianne.arbulu@jeffersonschooldistrict.org)

The Board owns a certain parcel of real property in Jefferson County, Florida more particularly described as follows:

The 40.12 acres (+/-) of real property located to the north east of the intersection of Old Drifton Road and Phelps Road which has been assigned Parcel No. 13-1N-4E-0000-0131-0000 by the Jefferson County Property Appraiser.

(the “Property”)

The Board is pleased to announce a leasing opportunity and is seeking proposals from interested persons and entities to lease the Property from the Board.

**2.0 Proposal Form and Form of Submission**

All proposals shall use the Board’s standard lease (the “Standard Lease”) a copy of which is attached hereto. The person submitting the proposal shall do so by submitting a copy of the Standard Lease which has been amended (by handwriting on the Standard Lease, attaching additional pages or otherwise) to include all of the relevant terms desired by the entity submitting the proposal. Please take note that paragraphs 1, 5, 6, 7 and 8.2 of the Standard Lease have blanks which should be filled in for the proposal. Also section 8.0 of these specifications provides a minimum annual rental payment required by the Board.

**3.0 When Proposals Are Due**

Proposals must be received in the Board’s Offices no later than 4:00 p.m., on May 6, 2019. Proposals must be sealed and shall be marked on the outside as “Proposal for RFP for Lease of

Real Property Due May 6, 2019.”

#### **4.0 Opening of Proposals**

The proposals will be publically opened and tabulated by staff in the Board’s Meeting Room located at the Board’s Offices at 10:00 a.m., on May 7, 2019.

#### **5.0 Evaluation and Consideration of Proposals**

The Board shall evaluate and consider the proposals and possibly take action on the proposals at its regularly scheduled meeting to be held at the Board’s Meeting Room located at the Board’s Offices at 6:00 p.m., on May 13, 2019.

#### **6.0 Lease Agreement**

The Lease Agreement which will ultimately be used will be prepared by the Board.

#### **7.0 Lease Term**

It is anticipated that, if granted, the Lease will be for a period of up to ten years. However the Lease shall provide that the Board may cancel the Lease for any or no reason upon giving advance notice. The length of such notice shall be based upon the tenants anticipated capital investment.

#### **8.0 Lease Rate**

The proposer shall specify the annual rental amount it is proposing in its proposal. The annual rental amount will be determined by the outcome of this RFP process. However, the tenant shall be expected to pay at least \$500.00 per year, adjusted annually to reflect any increase in the CPI.

#### **9.0 Site Visit**

The Property may be viewed from the right of way of Old Drifton Road and Phelps Road. No formal site visit is anticipated. However, if you wish a site visit you arrange an appointment, by contacting the Superintendent.

#### **10.0 Cost Liability**

The proposer shall bear all costs associated with preparing and submitting its proposal regardless of the outcome of this RFP. The Board does not pay finder's fees or commissions for opportunities arising under this RFP. Any such compensation must be negotiated between the proposer and his or her agent or broker, if any.

## **11.0 Statement of the Board's Reserved Rights and Understanding**

Notwithstanding anything else provided herein, in any notice or otherwise, the Board reserves, and may in its sole discretion, exercise the following rights and options with respect to this RFP:

- a. to accept, reject or negotiate modifications to any and all proposals as it shall, in its sole discretion, deem to be in the best interest of the District; submission of an RFP does not bind the Board to any action or to any party. Submissions do not create or assume any relationship, agency or obligation by the Board, its officers or employees;
- b. to issue additional solicitations for proposals and/or addenda to the RFP;
- c. to enter into a Lease Agreement with the proposer the Board has determined to be most responsive, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the Board most advantageous to and in the best interest of the District;
- d. to negotiate with any one or more of the proposers;
- e. to waive any irregularities in any proposal;
- f. to select any proposal as the basis for negotiations of a Lease Agreement, and to negotiate with proposers for amendment or other modifications to their proposals;
- g. to conduct investigations with respect to the qualification of each proposer; to obtain additional information deemed necessary to determine the ability of the proposer to carry out the obligations of the Lease Agreement. This includes information needed to evaluate the experience and financial capability of the proposer.

## **12.0 Questions and Inquiries**

Inquiries and requests for clarification of the RFP arising during the process or proposal preparation may be directed to the Superintendent. The contact information for the Superintendent is shown in section 1.0 above.

END

# STANDARD LEASE

**LEASE OF SCHOOL DISTRICT PROPERTY**

This LEASE (as defined below) is made and entered into as of the EFFECTIVE DATE (as defined below), by and between the LESSEE (as defined below) and the DISTRICT (as defined below) as follows:

1. Definitions. The following terms shall have the following definitions herein unless the context clearly requires otherwise:

*EFFECTIVE DATE* shall mean \_\_\_\_\_, 2019.

*LESSEE* shall mean: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*CPI* shall mean the Consumer Price index for All Urban Consumers, All Items (Base year 1982 to 84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or if a separate index is published by the Bureau of Labor Statistics for a metropolitan area within 100 miles of the Property, then such metropolitan index). If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised index which would produce results equivalent, as nearly as possible to those which would produce results equivalent, as nearly as possible to those which would be obtained under this lease if the CPI were not so revised. If the 1982 to 84 average shall no longer be used as an index of 100, that change shall constitute a substantial revision. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, the District shall substitute a comparable index based on changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher.

*DISTRICT* shall mean the School Board of Jefferson County, Florida, with physical and mailing address of 1490 West Washington Street, Monticello, Florida 32344.

*LEASE* shall mean this LEASE OF SCHOOL DISTRICT PROPERTY.

*PROPERTY* shall mean that certain real property located in Jefferson County, Florida and more particularly described as:

The 40.12 acres (+/-) of real property located to the north east of the intersection of Old Drifton Road and Phelps Road which has been assigned Parcel No. 13-1N-4E-0000-0131-0000 by the Jefferson County Property Appraiser.

2. REPRESENTATIONS OF THE LESSEE. The LESSEE hereby represents that the identifying information for the LESSEE set out in the definition of the term LESSEE is correct. During the term of this LEASE, it shall be the continuing duty of the LESSEE to immediately notify the DISTRICT should any of the above represented information change in any way.
  
3. LEASE OF PROPERTY. The DISTRICT hereby leases the PROPERTY to the LESSEE and the LESSEE hereby leases the PROPERTY from the DISTRICT on the terms and conditions set out herein. Title to the PROPERTY shall be retained solely by the DISTRICT.
  
4. USE OF THE PROPERTY.
  - 4.1 Type of Use. The LESSEE shall only use the PROPERTY for grazing, growing hay, growing crops and similar agricultural purposes.
  
  - 4.2 Improvements to the PROPERTY. The PROPERTY is presently unimproved except for fencing. The LESSEE shall not make any improvements (including, without limitation, the construction barns or pole barns) to the PROPERTY, except that the LESSEE may repair, reconstruct and maintain the fencing and gates that are presently on the PROPERTY and construct and place new fencing and gates on the PROPERTY to fence and cross fence the PROPERTY.
  
  - 4.3 Not To Be Used as a Residence or for Overnight Stays. The PROPERTY shall not be used as a residence nor shall any person be allowed to remain thereon overnight.
  
  - 4.4 Personal Property. No personal property is being leased with the PROPERTY. It is the understanding the DISTRICT that none of the DISTRICT's personal property is on the PROPERTY.
  
  - 4.5 Waste Prohibited. The LESSEE shall not commit any act of waste on the PROPERTY nor allow anyone else to commit any such act.
  
5. RENT. During the term of the LEASE, the LESSEE shall pay as rent to the DISTRICT the total sum of

\$ \_\_\_\_\_, per year.

LESSEE will pay rent in advance in annual installments due on the 1st day of June each year during the term of the LEASE. Rental payments paid after the 1st day of June of each year will be deemed as late; and if the rental payment is not paid within ten (10) days after such due date, LESSEE agrees to pay a late charge of 5% of the balance due

per day for each day that rent is late. Beginning with the rental payment due on June 1, 2021, and continuing for the rental payments due on each and every January thereafter, the rental payment shall be increased by an amount equal to the CPI over the previous year's rental payment. Except as expressly provided herein, rent is not uniformly apportionable from day to day, but is earned by the DISTRICT in full on the first day of the rent payment period.

6. SECURITY DEPOSIT. The LESSEE, concurrently with the execution of this LEASE, has deposited with the DISTRICT the sum of

\$ \_\_\_\_\_,

the receipt of which is acknowledged by the DISTRICT, which shall constitute a security deposit. The security deposit shall be retained by the DISTRICT as security for the faithful performance by the LESSEE of the terms and covenants of this LEASE. It is agreed that the DISTRICT, at the DISTRICT's option, may at any time apply the security deposit, or any part thereof, towards the performance of each of the LESSEES's covenants under this LEASE, but the LESSEE shall remain liable for any amounts that the security deposit shall be insufficient to pay. The DISTRICT shall not keep the security deposit segregated, but rather shall place the security deposit in its general accounts. No interest shall be paid on the security deposit. Should the LESSEE comply with all of the terms, covenants and conditions of this LEASE, the security deposit shall be returned to the LESSEE at the end of the term of this LEASE.

7. TERM. Unless terminated earlier as provided herein, the term of this LEASE shall be from its EFFECTIVE DATE until

\_\_\_\_\_, 20\_\_\_\_\_.

8. TERMINATION.

8.1 In the event either party defaults in any obligation or condition provided in this LEASE and such default is not corrected within 30 days after the defaulting party receives written notice thereof, the non-defaulting party may unilaterally terminate this LEASE. If the LEASE is terminated by the LESSEE under this provision, the DISTRICT shall refund a *pro rata* portion of the most recently paid annual rental payment. If the LEASE is terminated by the DISTRICT under this provision, the DISTRICT shall not refund any portion of any annual rental payment.

8.2 Except as expressly provided herein, this LEASE may be terminated by either party, for any or no reason, at any time after

\_\_\_\_\_, 20\_\_\_\_\_.



upon giving

\_\_\_\_\_ days

prior written notice to the other party. If the LEASE is terminated by the DISTRICT under this provision, the DISTRICT shall refund a *pro rata* portion of the most recently paid annual rental payment. If the LEASE is terminated by the LESSEE under this provision, the DISTRICT shall not refund any portion of any annual rental payment.

9. UTILITIES AND WELLS. During the term of this LEASE, the LESSEE shall, at the LESSEE's sole expense, arrange and pay for all utility service (electricity, water, wastewater, gas, phone, cable television, internet, etc.) to be used by the LESSEE on the PROPERTY. There currently exists a well on the PROPERTY that may be used by the LESSEE. No additional wells may be drilled, opened or used on the PROPERTY. This LEASE shall not be deemed to grant to the LESSEE any right to apply for or have granted any water use permits, environmental resource permits and/or similar permits.

10. INSURANCE.

10.1 PROPERTY INSURANCE ON THE PROPERTY. The PROPERTY is unimproved property and therefore no insurance coverage for loss by fire, storm, hurricane and similar causes will be required by the DISTRICT.

10.2 INSURANCE REQUIRED BY LAW. During the term of this LEASE, the LESSEE shall, at the LESSEE's sole expense, purchase and maintain all insurance required by law for workers' compensation and unemployment compensation.

10.3 LIABILITY INSURANCE. During the term of this LEASE, the LESSEE shall, at the LESSEE's sole expense, purchase and maintain general liability insurance, the limits of which shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

10.3.1 The policy for such general liability insurance (the "Liability Policy") shall be endorsed with the following specific language:

10.3.1.1 DISTRICT is named as additional insured on the Liability Policy;

10.3.1.2 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate

policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability; and,

10.3.1.3 The Liability Policy shall not be canceled or materially changed without first giving 30 days' prior written notice to DISTRICT.

10.3.2 The following documentation concerning the Liability Policy shall be submitted to DISTRICT with each annual rental payment and from time to time, within 30 days after the request of the DISTRICT:

10.3.2.1 Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above.

10.3.2.2 Signed copies of the specified endorsements for the Liability Policy.

10.3.2.3 A certified copy of the Liability Policy.

10.4 OTHER INSURANCE. In the LESSEE's sole discretion and at the LESSEE's sole expense, the LESSEE may purchase and maintain insurance on the LESSEE's personal property, employment insurance and any other types and kinds of insurances.

10.5 If LESSEE, for any reason, fails to maintain insurance coverage which is required pursuant to this LEASE, the same shall be deemed a material breach of LEASE.

11. CARE, MAINTENANCE AND REPAIR. The LESSEE, at its sole expense, shall provide the usual and customary care to the PROPERTY. Further, the LESSEE shall be responsible for and shall pay for any repairs or replacements which are occasioned or made necessary by reason of the use of the PROPERTY by the LESSEE or its contractors, agents or employees.

12. CONDITION OF THE PROPERTY. The PROPERTY is being leased "as is, where is" with all faults. The DISTRICT has not investigated the condition of the PROPERTY and does not make any representations concerning the fitness or condition of the PROPERTY for the use of the LESSEE. Further, the DISTRICT has not authorized anyone else to make any representations concerning the fitness or condition of the PROPERTY and should anyone have made any such representations concerning the fitness or condition of the PROPERTY, all such representations are hereby disclaimed. The DISTRICT disclaims all warranties (both express and implied) concerning the PROPERTY to the

fullest extent allowed by law.

13. ACCEPTANCE OF THE PROPERTY. The LESSEE has inspected the PROPERTY and made its decision to enter into this LEASE based solely on its own inspection and knowledge of the PROPERTY.
14. INSPECTION BY THE DISTRICT. The LESSEE shall permit the DISTRICT or the DISTRICT's agents, representatives or employees to enter the PROPERTY, from time to time during the term of this LEASE, for the purpose of inspecting the PROPERTY to determine whether the LESSEE is complying with the terms of this LEASE and for the purpose of doing other lawful acts that may be necessary to protect the DISTRICT's interest in the PROPERTY or to perform the DISTRICT's duties under this LEASE.
15. ALTERATIONS. Except as expressly set out herein, the LESSEE shall not make any improvements, alterations additions or other changes to the PROPERTY without the prior written consent of DISTRICT.
16. PLEDGE, ASSIGNMENT AND/OR SUBLEASE. The LESSEE may not pledge the LESSEE's interest in this LEASE or the PROPERTY as collateral to secure repayment of a loan or otherwise. The LESSEE may not assign its rights or duties under this LEASE, nor any interest therein, by operation of law or otherwise. The LESSEE may not sublease the PROPERTY, or any portion thereof.
17. COMPLIANCE WITH LAW. The LESSEE shall not use the PROPERTY or permit anything to be done in or about the PROPERTY which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The LESSEE shall, at its sole expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the PROPERTY. The judgment of any court of competent jurisdiction or the admission of the LESSEE in any action against the LESSEE, whether DISTRICT is a party thereto or not, that the LESSEE has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the DISTRICT and the LESSEE.
20. HAZARDOUS MATERIALS ACKNOWLEDGMENT ENVIRONMENTAL REPRESENTATION AND LIABILITY RELEASE. The LESSEE shall not (nor allow others to) keep or store on the PROPERTY any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the PROPERTY. The LESSEE shall not (nor allow others to) store, dispose of, treat or generate any hazardous waste or hazardous substance on the PROPERTY. The LESSEE shall not (nor allow others to) transport onto the PROPERTY nor use on the PROPERTY

any hazardous waste or hazardous substance, except those hazardous substances, such as fertilizer, pesticides, herbicides, etc., which the LESSEE reasonably intends to use on the PROPERTY for its agricultural operations. The terms "hazardous waste" or "hazardous substance" shall be as defined in 40 C.F.R. Part 261 and in 40 C.F.R. Part 300. For any contamination to the PROPERTY due to the LESSEE's use, the LESSEE assumes full responsibility for the clean-up of such toxic hazardous or undesirable materials as required by current and further federal, state and local laws and regulations. The LESSEE acknowledges that toxic wastes, hazardous materials and undesirable substances problems can be extremely costly to correct and the LESSEE relieves DISTRICT from all liability related thereto due to the LESSEE's use. Therefore the LESSEE shall defend, indemnify and hold harmless the DISTRICT and its officers, employees, agents, contractors and assigns, in both their official and individual capacities (collectively, "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) ("Claims") which arise out of or relate to toxic waste, hazardous material and/or undesirable substance affecting the PROPERTY related to this LEASE and/or the LESSEE's use of the PROPERTY. This provision shall survive the expiration or termination of this LEASE.

19. SEVERABILITY. The invalidity or illegality of any provision shall not affect the remainder of the LEASE.
  
20. CONDITION AT TERMINATION. During the term of this LEASE, the LESSEE shall at all times maintain the PROPERTY in a good, clean and safe condition. Upon the expiration of the term of this LEASE and any renewals thereof or upon the sooner termination thereof, the LESSEE shall surrender to DISTRICT possession of the PROPERTY. The LESSEE shall leave the PROPERTY in as good order and condition as the PROPERTY was in at the beginning of the term of this LEASE, ordinary wear and tear thereof excepted. Within thirty (30) days following the termination of this LEASE, the LESSEE will remove all equipment, materials, and other personal property belonging to the LESSEE from the PROPERTY. Should any of the LESSEE's personal property be left on the PROPERTY after such date, the DISTRICT may, at the DISTRICT's sole discretion, either compel the LESSEE to remove and dispose of such personal property or deem such personal property to have been abandoned by LESSEE and retain such personal property.
  
21. INTEGRATION. The written terms of this LEASE contain the whole and entire agreement between the parties concerning the PROPERTY and the LESSEE's lease thereof. All previous agreements, oral or written, between the DISTRICT and the LESSEE concerning the PROPERTY have merged into this LEASE, are no longer in effect and shall not be revived for any reason. Neither party has entered into this LEASE in reliance upon any fact or representation not expressly provided in the written terms of this LEASE.

22. AMENDMENT, REVOCATION OR ABANDONMENT OF THIS LEASE. No portion of this LEASE may be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this LEASE.
23. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS. The LESSEE shall defend, indemnify and hold harmless the DISTRICT and its officers, employees, agents, contractors and assigns, in both their official and individual capacities (collectively, "Indemnified Parties") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) ("Claims") which arise out of or relate to this LEASE and/or the PROPERTY, including any loss or damage to property or the personal injury or death of any person, except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them. This provision shall survive the expiration or termination of this LEASE. The indemnity and other obligations, set out in this paragraph shall not be limited by the insurance requirements set out herein.
24. LIABILITY. The LESSEE will take reasonable steps to minimize its liability, including adopting policies and procedures to protect public safety and posting all statutorily required notices. The parties acknowledge that the DISTRICT is an agency of the State of Florida and thus immune from suit except as provided by law. Notwithstanding anything else herein to the contrary, nothing in this LEASE shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes or other applicable provisions of law.
25. LIMITATION ON REMEDY. Notwithstanding anything else in herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this LEASE or the PROPERTY. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall survive the termination of this LEASE.
26. CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY. This LEASE is the product of negotiation between the parties, thus the terms of this LEASE shall not be construed against either party as the drafter.
27. LEASE NOT TO BE RECORDED. Neither this LEASE nor any copy nor notice thereof shall be recorded in the public records of any county.
28. NO THIRD PARTY BENEFICIARIES. This LEASE is between DISTRICT and the

LESSEE and shall not be interpreted to be for the benefit of any party or entity (including, without limitation, the individual members of the LESSEE, if any) not signing this LEASE.

29. THE LESSEE NOT TO BE THE AGENT OF THE DISTRICT. Neither the LESSEE nor its officers, employees, agents or contractors shall be an agent of the DISTRICT nor have any authority with respect to any matter or in any manner to obligate or commit the DISTRICT by contract or otherwise. Nothing contained in this LEASE shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the parties other than that of landlord and tenant.
30. VENUE AND JURISDICTION OF LITIGATION. The exclusive venue and jurisdiction for any legal proceeding(s) arising out of or relating to this LEASE or the PROPERTY shall be the Circuit Court or the County Court in and for Jefferson County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division. This provision shall survive the expiration or termination of this LEASE.
31. WAIVER OF JURY TRIAL. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding(s) arising out of or relating to this LEASE or the PROPERTY. The parties agree to have any such actions decided by a judge alone, without a jury. This provision shall survive the expiration or termination of this LEASE.
32. CONDEMNATION. In the event that all or any portion of the PROPERTY is taken for any public or quasi-public use under the right of eminent domain, this LEASE shall terminate on the date of such taking. In such event, the LESSEE shall not be entitled to receive any portion of any award or settlement paid by the condemning authority, but the DISTRICT shall refund a *pro rata* portion of the most recently paid annual rental payment.
33. NOTICE. All notices given under this LEASE must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the DISTRICT or LESSEE at the address stated in the definitions section of this LEASE, or to another address that either party may designate upon reasonable notice to the other party.
34. MISCELLANEOUS. This LEASE is made in the State of Florida and shall be governed by Florida law, regardless of its conflict of laws rules. Once executed, a photocopy of this LEASE shall have the same force and effect as the original. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday. Paragraph headings are for convenience only and are not intended to

expand or restrict the scope or substance of the provisions of this LEASE. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. No delay or omission by a party in the exercise of any right or remedy upon any breach of this LEASE shall impair such right or remedy or be construed as a waiver. Each party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out the terms of this LEASE and each party's rights and interests herein.

35. OTHER. \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SIGNATURE BLOCKS TO BE ADDED)