

VACANT LAND LEASE AGREEMENT

THIS VACANT LAND LEASE AGREEMENT ("Lease") is made and entered into as of the ___ day of _____, 20____, by and between _____, whose mailing address is _____ (hereinafter referred to as "Landlord"), and the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the state of Florida, for and on behalf of its Institute of Food and Agricultural Sciences, whose mailing address is _____ (hereinafter referred to as "Tenant").

In consideration of the mutual covenants contained herein, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Description of Premises. Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby rent, lease, hire, and take from Landlord that certain real property in _____ County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), which Premises are generally located at _____ [street address].

2. Term. The "Initial Term" of this Lease, as that designation is used herein, is from the ___ day of _____, 20__ (the "Commencement Date"), until midnight on the ___ day of _____, 20__ (the "Expiration Date"). Additionally, Tenant shall have the right, within its sole discretion, to renew this Lease for the periods and at the rents set forth in the table below (each a "Renewal Term"). In order to renew this Lease, Tenant shall provide written notice to Landlord in accordance with the requirement set forth below. Tenant's failure to so notify Landlord shall be deemed a non-renewal of this Lease. For purposes of this Lease, "Term" means both the Initial Term and all Renewal Terms, and the designation of "Expiration Date" shall be interpreted to include the conclusion of any Renewal Term of this Lease.

Optional Renewal Terms: ___ consecutive periods of ___ years each

Renewal Notice Date: 90 days prior to expiration of the Initial Term or each Renewal Term, as applicable

Renewal Term Rent: Renewal Term 1: \$ _____
 Renewal Term 2: \$ _____
 Renewal Term 3: \$ _____

3. Rent. The monthly rent for the Premises during the Initial Term shall be the sum of \$ _____ ("Rent") which Tenant shall pay to Landlord, at the address set forth above, in advance, commencing on the Commencement Date hereof and continuing on the first day of each and every calendar month thereafter throughout the Term hereof. Rent for the month of _____ shall be prorated and shall be in the amount of \$ _____. Tenant shall pay to Landlord, contemporaneously with the execution of this Lease, the prorated Rent for the month of _____, the receipt of which Landlord hereby acknowledges. Landlord acknowledges that Tenant, as a public entity of the State of Florida, is exempt from the payment of sales tax.

4. Late Charge. Tenant agrees to pay a late charge of \$ _____ if any payment of Rent, additional rent, or other charges or sums required hereunder, or any portion thereof, are not paid more than 10 days from and after the due date thereof. Such late charge shall be in addition to any interest chargeable to Tenant upon a default resulting from Tenant's failure to pay an installment of Rent, additional rent, or any other charge or sum due hereunder.

5. Use of Premises. Tenant may use the Premises only for agricultural operations and research, including, but not limited to, crop and forage farming, livestock grazing, and ancillary related uses. Tenant shall use and occupy the Premises in a careful, safe, and proper manner and shall keep the same in a clean and safe condition and in accordance with applicable statutes, ordinances, and governmental rules and regulations. Tenant agrees that it will not permit or suffer any use or occupancy of the Premises, or any part thereof, which is contrary to any applicable law, ordinance, rule, regulation, requirement or order of any governmental or judicial authority. Tenant shall not use or occupy, or permit or suffer the Premises to be used or occupied, and shall not do, or permit to be done, anything in or about the Premises, or any part thereof, that will cause damage to the Premises, or any part thereof, or that will constitute a public or private nuisance or waste.

6. Loss of and Damage to Tenant's Property. Tenant understands and agrees that any loss by theft or otherwise of, or damage to, Tenant's property located in, on, or about the Premises shall be at the risk of Tenant only, except when such loss or damage is caused, either directly or indirectly, by the negligence or intentional act of Landlord or its agents, servants, or employees.

7. Alterations. Except as Landlord authorizes in writing, Tenant shall not make any alterations or improvements of any other kind, nature or description in, on or to the Premises. Notwithstanding the foregoing, Landlord hereby specifically authorizes Tenant to construct, install, erect, repair, maintain, or replace, as applicable, the following improvements on or to the Premises (collectively, the "Improvements"): _____; and any other improvements Tenant deems necessary in connection with the use permitted hereunder. Tenant shall at all times be the owner of the Improvements during the Term, regardless of whether they have been affixed to the Premises, and may remove such Improvements at the conclusion of the Term. If Tenant elects not to remove all or any portion of the Improvements prior to the conclusion of the Term, then any Improvements remaining on the Property after such date shall become the property of Landlord.

8. Maintenance and Repair. Tenant shall at all times keep the Premises in good order and condition. Tenant shall be responsible for the regular removal of all garbage, trash, and other refuse from the Premises and for maintenance and upkeep of the grounds constituting the Premises. Tenant covenants and agrees not to burn trash or garbage in, on, or about the Premises. If Tenant refuses or neglects to perform its obligations of repair and maintenance as required hereunder to the reasonable satisfaction of Landlord, Landlord may (but shall not be obligated to) either (a) make such repairs or undertake such maintenance, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs or undertaking such maintenance (including labor and materials), upon presentation of the bill therefor as additional rent, or (b) declare Tenant in default pursuant to the provisions of paragraph 18 below.

9. Assignment and Subletting. Tenant shall not mortgage or encumber its leasehold interest, nor sublet all or any part of the Premises or assign Tenant's interest in this Lease without the prior written consent of Landlord (except to one of Tenant's affiliated organizations, which shall not require Landlord approval), provided that, in the event of any assignment of this Lease or subletting of the Premises with the prior written consent of Landlord, such permitted assignee or sublessee shall assume, in writing, in form and content acceptable to Landlord, all of the obligations, promises and covenants imposed upon Tenant hereunder and Tenant shall remain fully responsible and liable for the payment of Rent, additional rent, and any and all other sums or charges required hereunder and for the performance of all other obligations, promises and covenants imposed upon Tenant hereunder.

10. Landlord's Right to Enter the Premises. Upon Landlord's reasonable prior notice to Tenant, Tenant shall permit Landlord, and any agents, employees, or independent contractors of Landlord to have access to and to enter upon the Premises at all reasonable or necessary times to inspect the Premises. At any time within 2 months prior to the Expiration Date, Landlord, or its agents, employees, or independent contractors, may show the Premises to prospective purchasers or lessees, and may, within said time, place the Premises with a broker or brokers, advertise the Premises in newspapers, multiple listing services, or otherwise offer the Premises for sale or rent, and Landlord shall be permitted to place or maintain a notice of "FOR SALE" or "FOR RENT" upon the Premises. In addition, Landlord may at any reasonable time during the term of the Lease show the Premises to prospective purchasers. Such right of entry, except in cases of emergency, shall at all times, be upon reasonable prior notice to Tenant.

11. Payment of Utility Charges. All applications and connections for necessary utility services on and to the Premises shall be made in the name of Tenant. Tenant shall pay all charges for utility services furnished to the Premises during the term of this Lease.

12. Termination. Tenant may, at any point during the Term, for any or no reason whatsoever, terminate this Lease by (a) providing at least 30 days' prior written notice to Landlord of such termination, and (b) paying to Landlord an amount equal to one month's rent hereunder as liquidated damages and/or an early termination fee. Upon receipt of such notice and payment, Landlord waives the right to seek from Tenant any additional rent or damages, and the Lease shall be terminated as of the effective date given Tenant's notice.

13. Holding Over. Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease. If Tenant

holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to one hundred percent (100%) of the prorated Rent for each day that Tenant fails to surrender possession of the Premises to Landlord.

14. Recording. Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.

15. Liability; Insurance. Each party to this Lease agrees to be fully responsible for, and assumes any and all risks related to, its acts or omissions, or its employees' and agents' acts or omissions when acting within the scope of their employment or agency, and agrees to be liable for any property damage or personal injury or death resulting from said acts or omissions. Nothing contained herein, including the foregoing, shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of Tenant or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either Tenant's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*. Tenant may insure through a State of Florida program, or self-insure, at its own cost and expense, its fixtures, furnishings, equipment, and personal property which it may use or store on the Premises. Landlord acknowledges that Tenant, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Tenant's officers, employees, servants, and agents while acting within the scope of their employment or agency, and Landlord deems such insurance coverage acceptable for the purposes of this Lease.

16. Eminent Domain. If the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and all Rent, additional rent, and other charges shall be paid up to that date and Tenant shall have no claim for the value of any unexpired portion of the term of this Lease.

If any portion of the Premises shall be acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, with the result that the remaining portion of the Premises cannot be reasonably used for the then current use being made of the Premises, in Tenant's reasonable opinion, then this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and Tenant shall have no claim in such proceeding for the value of any unexpired portion of the term of this Lease. In the event of a partial taking or condemnation which does not result in the remaining portion of the premises being unusable for the then current use being made of the Premises, in Tenant's reasonable opinion, then Tenant shall not be released from Tenant's obligations under this Lease but the Rent payable hereunder shall be reduced by a pro rata amount based upon the portion of the Premises condemned or acquired in such proceeding relative to the remaining portion of the Premises which is still usable by Tenant.

Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered by Tenant in Tenant's own right on account of any and all damage to Tenant's operations or loss of Improvements by reason of the condemnation, and for or on account of any cost or loss to which Tenant might be put in removing Tenant's property from the Premises.

17. Subordination. This Lease and all rights of Tenant hereunder shall be subject to the lien of any and all mortgages that may now or hereafter affect the Premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Tenant shall on demand execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to the lien of any such mortgage or mortgages and each renewal, modification or extension thereof. Notwithstanding any other provision of this paragraph, any such subordination by Tenant is, and shall be, conditioned upon any mortgagee acknowledging that so long as Tenant is not in default of its obligations hereunder, this Lease, and the tenancy provided herein, shall continue in full force and effect and Tenant shall be permitted to occupy the Premises under the terms hereof notwithstanding any default by Landlord under said mortgage or any transfer of title to the Premises by foreclosure, deed in lieu of foreclosure, or otherwise.

18. Default or Breach. Each of the following events shall constitute a default of its obligations under this Lease:

(a) If Tenant shall fail to pay to Landlord the Rent, additional rent, or any other sums or charges due hereunder within thirty (30) days after the same shall be due.

(b) If Tenant shall fail to perform or comply with any of the conditions or provisions of this Lease other than with respect to the payment of rent, for a period of thirty (30) days after the delivery to Tenant by Landlord of written notice of such failure.

19. Effect of Default. In the event of any default by Tenant of its obligations under this Lease, the rights of Landlord shall be as follows:

(a) To terminate this Lease and all rights of Tenant hereunder by giving Tenant 60 days' prior written notice that this Lease is terminated; if Landlord terminates this Lease, then Landlord may recover from Tenant the amount of money necessary to compensate Landlord for all damage caused by Tenant's failure to perform Tenant's obligations hereunder and all such other amounts due Landlord from Tenant hereunder in addition to such other compensation as may be permitted from time to time by the laws of the State of Florida;

(b) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

(c) The rights, privileges, elections and remedies of the Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination and Landlord shall have all other rights and remedies afforded to landlords under the laws of the State of Florida.

(d) Upon a breach or default resulting from Tenant's failure to pay Rent or any other sum due hereunder, then such past due amount shall bear interest at rate determined in accordance with Sec. 55.03(1), *Florida Statutes*. Any interest accruing on said past due amount shall be in addition to the late charge provided for in paragraph 4 above. Neither the accrual nor the payment of any such interest shall be deemed to excuse or cure any breach or default by Tenant hereunder.

20. Additional Rent. All taxes, charges, costs, and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant hereunder or failure by Tenant to comply with the terms and conditions of this Lease shall have all the rights and remedies as herein provided for failure to pay Rent. As used herein sometimes for convenience, Rent, additional rent, and any and all other sums or charges required to be paid hereunder are collectively referred to as "rent".

21. Taxes. Landlord shall be responsible for the payment of all ad valorem real property taxes assessed or levied against the Premises during the Term.

22. Quiet Enjoyment. Tenant, upon paying the Rent and all additional rent and other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by anyone claiming by, through, or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of this Lease.

23. Waivers. The failure by either party to insist on the strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that either party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions hereof.

24. Public Records. This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Landlord agrees and acknowledges that any books, documents, records,

correspondence or other information kept or obtained by Tenant, or that Landlord furnishes to Tenant, in connection with this Lease or the activities contemplated herein, are public records subject to inspection and copying by members of the public pursuant to applicable public records law. Tenant may terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this Lease.

25. Hazardous Substances. Tenant shall not be responsible for any Hazardous Substances located on the Premises at the time Landlord delivers possession of the Premises to Tenant. Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations, and then only in amounts reasonably necessary to perform Tenant's operations. Such Hazardous Substances shall be used, generated, stored, and disposed of in accordance with applicable laws. For the purposes of this Lease, "Hazardous Substances" means substances regulated under federal law or by the laws of the state or municipality in which the Premises are located, and including but not limited to asbestos, radioactive, and petroleum-related products.

26. Persons Bound. All of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns but nothing herein shall be construed to permit assignment or subleasing of the Premises.

27. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

28. Contingency – Appropriated Funds. In accordance with section 255.2502, *Florida Statutes*, if Tenant is relying on appropriated funds from the State of Florida in order to fulfill its payment obligations under this Lease, the Tenant's performance and obligation to make payment under this Lease is contingent upon an annual appropriation by the Florida Legislature. In the event the Florida Legislature does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease upon written notice to Landlord without any liability to Tenant.

29. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by United States certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses first set forth above or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein. Every notice shall be deemed to have been given 3 business days after it was deposited in the United States mail, postage prepaid, in the manner prescribed herein.

30. Time of the Essence. It is understood and agreed between the parties that time is of the essence of this Lease, and this provisions applies to all terms and conditions hereof.

31. Surrender of Possession. Upon the expiration of the term hereof, or any extension thereof, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord free and clear of this Lease. Any property of Tenant, if not removed at the expiration of termination of this Lease, shall, at Landlord's option, be deemed abandoned and become the property of Landlord without any payment or offset therefor. Landlord may remove any such property from the Premises and store the same at the risk and expense of Tenant or may otherwise dispose of the same in any manner whatsoever. Tenant shall repair and restore all damage to the Premises caused by removal by Tenant of any of Tenant's property.

32. Construction of Agreement. Whenever the context of this Lease so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the work "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

33. Entire Agreement. This Lease contains the entire understanding between the parties and supersedes any prior understandings or agreements between them concerning the subject matter. No

changes, alterations, modifications, additions or qualifications to the terms and conditions of this Lease shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

34. Severability. If any provision of this Lease shall be declared invalid or unenforceable, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Lease, the remainder of this Lease shall continue in full force and effect.

35. Captions. The captions at the beginning of the several paragraphs of this Lease are not a part of this Lease but are merely labels to assist in locating and reading the respective paragraphs hereof. Such captions shall be ignored in construing this instrument.

36. Governing Law. All questions concerning the meaning, execution, construction, effect and validity of this Lease shall be governed by the laws of the State of Florida.

37. Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Vacant Land Lease Agreement and have intended the same to be and become effective as of the day and year first above written.

WITNESSES:

X _____

Print: _____

X _____

Print: _____

WITNESSES:

X _____

Print: _____

X _____

Print: _____

LANDLORD:

By: _____

Print: _____

Date: _____

TENANT:

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,
a public body corporate of the state of Florida

By: _____
[name, title]

APPROVED:

By: _____
[name, title]