

LAND USE AGREEMENT

THIS LAND USE AGREEMENT is made and entered into effective the 12th day of June, 2012, by and between SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373 of the Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "District"), and the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, an agency of the State of Florida, whose address is 702 2nd Street NW, Live Oak, Florida 32064 (hereafter referred to as "Board"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Board agree as follows:

1. PREMISES. That District hereby grants unto Board, access to and use of certain lands in Suwannee County, Florida, as shown on Exhibit A. Hereinafter referred to as the "Premises". The Board shall use the Premises only for the uses and purposes as described herein.

2. TERM. The term of this agreement shall be as follows:

a. The initial term of this agreement shall be from noon on July 1, 2012, and ending at noon on June 30, 2027.

b. Board, at its option, provided it is not in default of any of the terms and conditions herein, shall be entitled to renew and extend the term of this land use agreement for three (3) additional periods of five (5) years each, and each renewed term shall be subject to the same covenants, agreements, and conditions of this land use agreement, provided, however, Board shall pay unto District the sum of One and No/100 Dollars (\$1.00) for each renewed term upon demand by District.

c. Either party may terminate this agreement, for any or no reason, by giving 90 days written notice thereof to the other party.

3. USE OF PREMISES BY THE BOARD. The Board shall use the Premises during the term of this agreement as follows:

a. Board may use the Premises for outdoor education and training associated with forestry, agriculture and natural science.

i. Forestry uses may include but are not limited to site preparation, tree planting, timber stand improvement, pine straw harvesting, timber thinning and harvesting of planted pines.

ii. Agriculture uses may include but are not limited to hay field renovation and replanting as well as harvesting of hay products. The existing pecan orchard may also be managed and pecans harvested. The Board shall not use the Premises for livestock production.

iii. Natural science uses may include but are not limited to the study of plants, animals, soil and water on the Premises.

b. Income generated from the Board's forestry and agricultural uses of the Premises, if any, will be retained by the Board.

c. Board may use the pole barn structure for shelter of equipment and instructional purposes so long as it does not interfere with District use of such pole barn for storage and shelter.

d. The parties shall not use the property inconsistent with the Management Objectives stated in the Florida Department of Agriculture and Consumer Services Florida Service 5 Year Forest Management Plan, which are: "The primary objectives for the Branford Bend property include developing environmental educational opportunities for Branford Students with FFA, 4-H, and Natural Sciences; as well as managing the natural resources on the farm for income to provide for these educational programs. Secondary objectives include improving soil and water conservation practices within the river/swamp, developing aesthetic qualities of the tract, and promot[ing] active management for wildlife species on the tract."

4. OBLIGATIONS OF BOARD. During the term of this agreement it shall be the obligation of the Board to:

a. Keep the Premises clean and free of debris, trash and other accumulations associated with Board's use of the Premises.

b. Assist District by maintaining existing administrative roads on the Premises on an as-needed basis.

c. District and Board shall mutually agree and meet on an annual basis to review land use activities conducted by both parties at or near the Premises. Activities planned at or near the Premises shall also be reviewed.

d. District and Board shall mutually agree upon any additional obligations of Board or District not specifically stated herein, and the same shall be reduced to writing and signed by the parties, at which time it will become a part of this agreement.

5. USE OF OTHER DISTRICT LANDS. This agreement shall not be construed to grant to the Board any special rights in any of the District's real property, other than the Premises. Of course, the Board and its employees, students and agents may use the District's other real property to the same extent as the public generally, in accordance with the applicable rules of the District.

6. FINANCIAL MATTERS. This agreement shall not be interpreted to require the District to provide any funding to the Board or for the Premises. The Board's costs and expenses in complying with its duties under this agreement shall be bourn and paid solely by the Board.

7. BOARD'S USE OF THE PREMISES TO BE NON-EXCLUSIVE. The rights granted to Board to use the Premises shall be non-exclusive. Board agrees to and understands that the District and the public will continue to have access to the Premises for those currently

allowable activities including wildlife viewing, fishing, bicycling, hiking and horseback riding on administrative roads. The District, **unless negligent or otherwise at fault**, shall have no responsibility for damages to Premises or the Board's improvements or equipment done by third parties. Notwithstanding the above, only the Board may engage in the uses associated with forestry, agriculture, and natural science.

8. LAWFUL USE OF THE PREMISES. Board shall comply with all laws, rules, and regulations of all governmental authorities respecting the use and operation of the Premises and shall not permit any unlawful, improper, or offensive use of the Premises during the terms of this agreement.

9. CONDITION OF PREMISES. The Premises consist of unimproved real property at the beginning of the term of this agreement. The District has not made any representation as to the condition and possible uses of the Premises. Board accepts the Premises in its present condition.

10. CONSTRUCTION OF IMPROVEMENTS. Any and all improvements on the Premises will be constructed in accordance with lawful rules and regulations applicable thereto and only with the prior approval of District. District shall not be obligated for construction, repairs or maintenance of any improvements thereto.

11. BOARD'S IMPROVEMENTS, FIXTURES, AND EQUIPMENT. The improvements and personal property placed upon the Premises by Board shall remain the property of Board, notwithstanding the means, mode, or method of attachment to the Premises, and, upon the expiration this land use agreement, Board shall have a period of ninety (90) days to remove from the Premises all such improvements, fixtures, equipment and personal property installed or placed thereon by Board. Any improvements, fixtures, equipment and personal property remaining on the Premises after such ninety (90) day period shall, at option of District, become the property of District.

12. BOARD SHALL NOT ASSIGN NOR SUBLET. Board shall not assign this land use agreement or sublet any portion of the Premises without prior written consent of District.

13. INDEMNIFICATION OF DISTRICT. District shall not be liable or responsible for damage or injury to any person or property by reason of any act or failure to act by Board or any of Board's employees, students, invitees, or agents. Board agrees to indemnify and save harmless District against any and all claims of loss, damages, liability, or other expenses of any nature, character, and kind that may arise out of, be connected with, or as a result of Board's use of the Premises, and indemnify District from any and all liability of any nature, character, and kind, and to immediately settle and pay any and all demands, claims, or liens of Board's employees, students, invitees and agents. Board shall likewise reimburse District for reasonable expenses and attorney's fees which District may incur as the result of its retaining the services of any attorney in the defense of any claims of a third party arising out of any act of Board, its employees, students, invitees or agents. This indemnification does not alter the District's waiver of sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, Florida Statutes.

14. SOVEREIGN IMMUNITY UNAFFECTED BY THIS AGREEMENT. Nothing herein shall be construed to waive or affect either party's protections under the doctrine of sovereign immunity and/or Section 768.28, Florida Statutes.

15. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

16. VENUE AND JURISDICTION OF LITIGATION. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this agreement shall be the Circuit Court or the County Court in and for Suwannee County, Florida.

17. WAIVER OF JURY TRIAL. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement. The parties agree to have any such actions decided by a judge alone, without a jury.

18. NO THIRD PARTY BENEFICIARIES. The provisions of this agreement are for the sole and exclusive benefit of the District and the Board. No provision of this agreement will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this agreement.

19. AGREEMENT NOT TO BE RECORDED. Neither this agreement nor any notice of this agreement, shall be recorded in the public records of any County.

20. AGREEMENT SHALL NOT CONVEY PROPERTY RIGHTS NOR CREATE LIENS NOR SECURITY INTERESTS. Notwithstanding anything else herein to the contrary, this agreement shall not be deemed to convey any property right in the Premises nor create any lien on nor security interest in the Premises.

21. NO EFFECT ON PERMITS OR REGULATIONS. The parties' rights and duties under this agreement are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the District or any other regulatory authority. Further, no permit or other request for regulatory action will be granted, modified or denied in whole or in part because of the fact that the Board is a party to this agreement.

22. NOTICE OF BOARD'S DISCONTINUANCE OF USE OF PROPERTY. Board shall forthwith provide written notice to District, in the event it ceases to utilize the property as described herein, or in the event it is not able to provide the services described herein to District.

23. RECORDS. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of

attorney's fees for non-compliance with that law.

24. ENTIRE AGREEMENT. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

25. AMENDMENTS. No modification, amendment, or alteration in the terms Or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by each party hereto.

26. PREPARATION OF AGREEMENT. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

27. WAIVER. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this agreement shall not be deemed a waiver of such provision or modification of this agreement. A waiver of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

28. NON-DISCRIMINATION. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, or disability.

29. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this agreement.

30. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (a "Force Majeure"). In no event shall a lack of funds on the part of either party be deemed a Force Majeure.

32. SEVERABILITY. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, enforceability or unlawful or void nature of that provision shall not effect any other provision and this agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.


33. CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this agreement, nor in any way effect this agreement and shall not be construed to create a conflict with the provisions of this agreement.

34. AUTHORITY. Each person signing this agreement on behalf of either part individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this agreement.

35. NOTICES. All notices from Board to District shall be directed to District at 9225 CR 49, Live Oak, Florida 32060; all notices from District to Board shall be directed to Board at 702 2nd Street NW, Live Oak, Florida 32064. All notices shall be given in writing and by registered or certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto caused these to be executed, in duplicate, each of which shall be deemed to be an original for all purposes, by its duly authorized officers, under seal, the day and year first above written.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

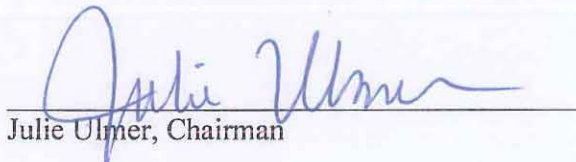

Signature

June 12, 2012
Date

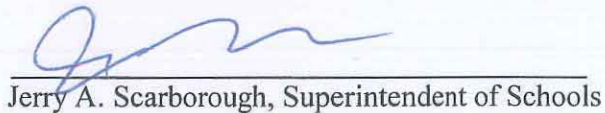
Don Quincey
Type or Print Name

SRWMD Governing Board Chair
Title

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA


Julie Ulmer, Chairman

5/22/12
Date


Jerry A. Scarborough, Superintendent of Schools

5/22/12
Date

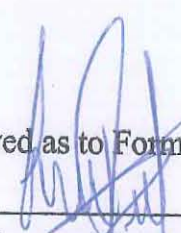
"Approved as to Form and Sufficiency
BY 
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit A
SRWMD Land Use Agreement
With School Board of
Suwannee County on the
Branford Bend Tract
Suwannee County
Florida

-  Agreement Area
= 175 Acres
-  SRWMD
Fee Lands
-  Branford City
Limits



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.
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