

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this _____ day of _____, 2023, between the District Board of Trustees of Indian River State College ("Lessor"), the Medical Examiner for the 19th Judicial Circuit ("Medical Examiner"), and Indian River County, Martin County, Okeechobee County, and St. Lucie County, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (collectively, the "Counties" or "Lessee").

WHEREAS, the Lessor owns approximately 50-acres of land located on Kirby Loop Road in St. Lucie County that is currently occupied by the Treasure Coast Public Safety Training Complex;

WHEREAS, the Medical Examiner has declared a need for a new facility to serve the residents of the Counties;

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district;

WHEREAS, the Counties have agreed to share the cost of design and construction of the Medical Examiner's facility as set forth in that certain Interlocal Agreement recorded on January 24, 2023 at Official Records Book 4942, Page 345-363 of St. Lucie County ("Interlocal Agreement");

WHEREAS, the Counties as Lessee desire to lease from Lessor and Lessor desires to lease to Lessee approximately two (2) acres of Lessor owned land for the construction and operation of the new Medical Examiner's facility and its related site improvements ("ME Facility") for the benefit of the Medical Examiner; and

WHEREAS, the Parties recognize the benefit of the Medical Examiner to the citizens of the Counties and the students and faculty of Lessor.

NOW THEREFORE, in consideration of the rents to be paid by the Lessee and agreements hereinafter provided to be performed by the parties hereto, Lessor leases to Lessee, and Lessee accepts and rents from Lessor, the premises hereinafter described upon the terms and conditions hereinafter set forth.

ARTICLE I LEASED PREMISES; USE

Section 1.01. Leased Premises. Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby lease and rent from Lessor, that certain parcel of land described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), being a portion of Lessor's Massey Campus ("Campus"), for purposes of designing, engineering, constructing, and operating the ME Facility on the terms outlined herein ("Permitted Use").

ARTICLE II
TERM OF LEASE AND COMMENCEMENT; CONTINGENCIES

Section 2.01. Term of Lease. The Term of this Lease shall commence upon the last date of execution by the parties (the "Commencement Date") and shall expire forty (40) years after the Commencement Date (the "Initial Term").

Section 2.02. Renewal Option. Provided this Lease is in full force and effect and the Lessee is not in default hereunder, Lessor grants Lessee the option to renew the Lease for one additional forty (40) year period ("Renewal Term"). Counties may exercise the renewal option by delivering written notice of exercise to Lessor not less than one (1) year prior to the expiration date of the Initial Term.

Section 2.03. Lessee Right to Terminate Lease. Notwithstanding anything contained herein to the contrary, the Lessee may terminate this Lease by providing sixty (60) days' notice to Lessor of such termination.

ARTICLE III
RENT

Lessee agrees to pay to Lessor, without prior demand and without any setoff or deduction whatsoever, rent in the amount of one dollar (\$1.00) per year.

ARTICLE IV
CONSTRUCTION, ALTERATION, AND MAINTENANCE OF IMPROVEMENTS

Section 4.01. Construction. The ME Facility shall be constructed by Lessee, at its expense, and completed in compliance with all requirements of the law and in accordance with the Interlocal Agreement. Lessor shall reasonably cooperate with Lessee in defining and coordinating the ingress and egress routes that all construction traffic must use to access the Premises. Until the construction of the ME Facility has been finally completed (as evidenced by a final certificate of occupancy), Lessor shall provide to Lessee non-exclusive easements and rights of ways over the sidewalks, parking lots and roadways on the Campus in order to provide ingress and egress for pedestrians and vehicles to and from the Premises and/or to and from a duly open public street or right of way. Lessor has the right to change the locations of any such easements or rights of way, as it sees fit, as long as such changes do not unreasonably interfere with the construction of the ME Facility or prohibit Lessee's access to an open public street or right of way.

Section 4.02. Alteration. Lessee may modify, alter or demolish any portion of the ME Facility or other improvements erected on the Premises at any time during the term of this Lease.

Section 4.03. Repairs, Replacement and Maintenance. Except as otherwise provided herein, including section 4.02, Lessee shall repair, replace, and maintain the ME Facility; provided however that Lessee is not required to repair, replace or maintain any roadway, service road, driveway, parking lot, parking space or sidewalk which is not located on the Premises, unless damage to such areas is caused by Lessee or Lessee's employees, agents, contractors, licensees or invitees. The division of the cost of repairs, replacement, and maintenance shall be shared according to the share calculation formula as set forth in Section 4.a.viii. of the Interlocal Agreement, which has been initially calculated as follows:

St. Lucie	46.11%
Indian River	24.36%
Martin	22.42%
Okeechobee	7.11%

To facilitate annual budget planning, such percentages shall be recalculated on or before July 1 of each year, to be effective for the fiscal year starting October 1 of that year, utilizing the formula set forth in Section 4.a.viii. of the Interlocal Agreement. St. Lucie County shall invoice the other Counties for the cost of the repairs, replacement, and maintenance based on the County share calculation formula set out above. The other Counties shall pay St. Lucie County per the Florida Local Government Prompt Payment Act.

ARTICLE V INDEMNIFICATION

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and within the limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute or as consent to be sued by third parties. Each party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement. The provisions of this Article V shall survive termination of this Lease.

ARTICLE VI INSURANCE

Section 6.01. Lessee's Liability Insurance. Without waiving the right to sovereign immunity, Lessee acknowledges that it is self-insured for general liability and automobile liability. Lessee agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Lessee agrees to provide Lessor upon request with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to

recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve Lessee of its liability and obligations under this Agreement.

Section 6.02. Lessor's Liability Insurance. Without waiving the right to sovereign immunity, Lessor acknowledges that it is self-insured for general liability and automobile liability. Lessor agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Lessor agrees to provide Lessee upon request with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve Lessor of its liability and obligations under this Agreement.

ARTICLE VII DAMAGE, DESTRUCTION, AND EMINENT DOMAIN

Section 7.01. Damage and Destruction of the ME Facility. In the event the ME Facility is damaged or rendered totally or partially untenantable by fire or other casualty ("Damage"), Lessee shall give notice to Lessor within ten (10) business days of such Damage. If the ME Facility has been Substantially Damaged (as defined hereinafter), then within ninety (90) days, or such longer period as is reasonably required under the circumstances (but not to exceed one hundred twenty (120) days), following any Damage, Lessee, in its sole and absolute discretion, may elect in writing to rebuild or repair such Damage, at Lessee's expense, or to terminate this Lease. If Lessee fails to timely make such election, then Lessor may send a written notice to Lessee requesting that Lessee make such election. Lessee's failure to respond within twenty (20) days after receipt of such written request shall be deemed to be an election by Lessee not to rebuild or repair such Damage. For purposes hereof, "Substantially Damaged" shall mean if the cost of repairing or replacing the same exceeds fifty percent (50%) of their replacement cost immediately prior to the casualty (excluding the value of foundations, footers, and paving). If Lessee elects to not rebuild or restore the ME Facility or any part thereof, Lessee agrees to deliver the Premises to Lessor in broom-clean condition, and, at Lessor's option, Lessee shall demolish/remove any improvements remaining on the Premises, or those specified in writing by Lessor, no later than two hundred ten days (210) days after the date of the casualty and this Lease shall terminate on the date Lessee completes the demolition/removal but in any event no later than two hundred ten (210) days after the date of the Damage. If the ME Facility is not substantially damaged, Lessee shall promptly rebuild or repair such Damage at Lessee's sole cost and expense. Repairs and replacements shall be made in accordance with this Lease. Lessee shall be entitled to adjust, collect, and compromise, in its sole discretion, all claims under any applicable insurance policies carried by Lessee, to execute and deliver all necessary proofs of loss, receipts, vouchers and releases required by the insurers and to use any such proceeds as Lessee shall elect in its sole discretion, subject to its obligations under this Section.

Section 7.02. Eminent Domain. In the event the Premises, or any part thereof, shall be taken or condemned for public purposes by any competent authority, having the power of eminent domain, or by voluntary conveyance in lieu of the exercise of such power, and Lessee determines in its reasonable discretion that such condemnation will have a material adverse impact on the ability of Lessee to conduct its business from the Premises; then, within thirty (30) days after the

date on which Lessee receives written notice that such condemnation has occurred, Lessee shall have the right to terminate this Lease by written notice to the Lessor, which termination shall be effective as of the date such competent authority takes physical possession of the Premises or any part thereof. Lessor shall be entitled to receive the compensation award for any taking of the real property; and Lessee shall be entitled to receive the compensation award for any taking of Tenant's improvements comprising the ME Facility and Personalty (as described in Section 8.02), leasehold interest, loss of business use and opportunity, costs of removal of Personalty and relocation expenses, and any other award that does not have the effect of reducing Lessor's award, provided that Lessee proves such damages in any condemnation proceeding.

ARTICLE VIII POSSESSION, TITLE TO IMPROVEMENTS, AND SURRENDER

Section 8.01. Possession by Lessee. Lessor covenants and warrants that it has full right and authority to enter into this Lease for the full term hereof. Lessor further covenants that Lessee, upon paying the rents provided for herein and upon performing the covenants and agreements of this Lease to be performed by Lessee, will have, hold and enjoy the quiet possession of the Premises without disturbance, hindrance or ejection by Lessor or anyone claiming by, through, or under Lessor.

Section 8.02. Title to Improvements and Personalty. Lessor acknowledges and agrees that title to (i) all improvements comprising the ME Facility, including, but not limited to, all buildings, structures, building systems (HVAC, mechanical, electrical and plumbing components of the ME Facility), fixtures, utility lines, pipes, connections and other infrastructure constructed or installed on the Premises by Lessee, other than the utility lines, connections and other infrastructure which Lessee is required to transfer by any governmental authority to any governmental authority or to Lessor and (ii) any and all equipment, furniture, furnishings, appointments and other personal property to be located therein, regardless of whether such items are affixed or attached to the Premises in any manner (collectively, the "Personalty"), whether now or hereafter acquired during the Initial Term or any Renewal Term (collectively, the "Term"), is and shall remain the sole property of the Medical Examiner during the Term of the Lease. The Medical Examiner shall be authorized to remove any Personalty prior to the expiration or earlier termination of the Lease. After the date the Term expires or this Lease is terminated if it is terminated prior to the natural expiration of the Term, any Personalty left on the Premises shall be deemed to be a part of the ME Facility unless Lessor provides the Medical Examiner notice prior to the termination of the Lease of Lessor's desire that the Medical Examiner remove the Personalty from the Premises.

Section 8.03. Surrender of Premises and Improvements. Upon termination of this Lease, the ME Facility shall then become property of Lessor and the ME Facility and Premises shall be surrendered at that time. Lessee agrees to execute such documents as may be reasonably required to evidence termination of the Lease and the transfer of ownership of the ME Facility to Lessor. The requirements of this Section 8.03 shall survive termination or expiration of this Lease.

ARTICLE IX RIGHT OF FIRST REFUSAL

Section 9.01. Right of First Refusal. St. Lucie County shall have the right of first refusal to purchase the Premises as hereinafter set forth. If at any time during the Term, Lessor shall receive an independent, bona fide offer from a third party for the purchase of the Premises, which offer Lessor shall desire to accept (the "Offer"), Lessor shall promptly deliver to St. Lucie County a copy of such Offer. St. Lucie County may, within forty-five (45) days thereafter, elect to purchase the Premises on the same terms and conditions as those set forth in the Offer. Notwithstanding the foregoing, St. Lucie County shall not have a right of first refusal in the event of a transfer of the Premises by Lessor for no consideration to any affiliated entity, organization or corporate body whatsoever, including without limitation any kind of joint venture or cooperative undertaking where Lessor or any of its affiliated entities retains material involvement with the Premises, it being the intent of this provision that only transfers to unrelated third parties for valuable consideration be the subject of this right of first refusal. In the event that the Offer is for the purchase of any property owned by Lessor's which also includes the Premises, St. Lucie County shall have the option to purchase only the Premises at the same per acre value as contained in the Offer.

Section 9.02. Continuance of Right. If Lessor receives an offer for the purchase of the Premises or any of Lessor's Property which includes the Premises which is not accepted by Lessor, the Lessee's right of first refusal shall remain applicable to subsequent offers. If Lessor shall sell the Premises or any of Lessor's Property which includes the Premises after a failure of Lessee to exercise its right of first refusal, such sale shall be subject to this Lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Premises provided that this right of first refusal shall expire upon termination of this Lease.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01. Events of Default. The following events shall be deemed to be events of default by Lessee under this Lease:

A. Failure by Lessee to comply with any term, provision or covenant of this Lease, including failure of Lessee to use and occupy the Premises only for the Permitted Use, and failure by Lessee to cure such failure within thirty (30) calendar days (forthwith, if the default involves a hazardous condition) after written notice thereof to Lessee, however, in the event said default cannot be cured within said thirty (30) day period and Lessee is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow Lessee additional cure time; or

B. Failure by Lessee to immediately vacate the Premises upon termination of this Lease, by lapse of time or otherwise; or

C. Default by Lessee under the terms of the Interlocal Agreement.

Section 10.02. Default by Lessor. If Lessor shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within thirty (30) calendar days (forthwith, if the default involves a hazardous condition) after written notice thereof to Lessor, however, in

the event said default cannot be cured within said thirty (30) day period and Lessor is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow Lessor additional cure time.

Section 10.03. Remedies. Upon the occurrence of an event of default that is not cured during the applicable cure period, this Lease may be terminated by the non-defaulting party upon sixty (60) days' written notice. In addition, either party may seek from an appropriate court declaratory, injunctive or other equitable relief for enforcement of any provision of this Lease, and the party against whom such injunctive or equitable relief is sought shall not seek or require the moving party to post any bond. These remedies are not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

ARTICLE XI CONSTRUCTION AND OTHER LIENS

Section 11.01. Construction and Other Liens. Lessee shall have no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Lessor in the Premises including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Lessee by this instrument. Lessee covenants and agrees that it shall pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the ME Facility and that it shall save and hold Lessor harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of Lessor in the Premises or under the terms of this Lease. In the event any mechanic's lien which may be imposed by law affecting Lessor's interest in the Premises shall be placed upon the Premises, and in case of the filing of any such lien, Lessee shall promptly pay or transfer same to security as permitted by Florida law. If any such lien shall remain in force and effect for thirty (30) calendar days after written notice thereof, Lessor shall have the right and privilege, at Lessor's option, of paying or bonding and discharging the same or any portion thereof subject to Lessee's right to contest the validity thereof, and any amounts so paid, including expenses and interest, shall be additional rent hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of a bill therefore. Lessee shall notify all potential lienors with which it deals of the contents of this Section. The provisions of this Section 11.01 shall survive termination of this Lease.

ARTICLE XII MISCELLANEOUS

Section 12.01 Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind or where it is deemed desirable or necessary by either party to

give or serve any such notice, demand or declaration to the other, unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the parties as hereinafter provided, by hand delivery; certified mail, return receipt requested, postage prepaid; or by a nationally recognized overnight courier service. Any such notice shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier service, or on the third (3rd) day following deposit thereof in the United States mail. The place to which any party is entitled to receive any notice and the person(s) or attorney(s) designated to receive any notice on behalf of any party may be changed by such party by giving notice thereof in accordance with the foregoing provisions. The County Attorney for St. Lucie County is authorized to send notices and demands on behalf of the Lessee hereunder.

The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

IF TO IRSC:

With a copy to:

Vice President of Financial Services and CFO
3209 Virginia Avenue
Fort Pierce, Florida 34982

IF TO MEDICAL EXAMINER:

With a copy to:

Medical Examiner for District 19, Florida
2500 South 35th Street
Fort Pierce, Florida 34981

IF TO COUNTIES:

With a copy to:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

Indian River County Administrator
1801 27th Street, Building A
Vero Beach, Florida 32960

Indian River County Attorney
1801 27th Street, Building A
Vero Beach, Florida 32960

Martin County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Martin County Attorney
2401 S.E. Monterey Road
Stuart, Florida 34996

Okeechobee County Administrator
304 Northwest Second Street
Okeechobee, Florida 34972

Okeechobee County Attorney
304 Northwest Second Street
Okeechobee, Florida 34972

Section 12.02. Waiver. One or more waivers of any covenant, term, or condition of this Lease by any party shall not be construed by any other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 12.03. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee.

Section 12.04. Venue and Choice of Law. In the event it is necessary for any party to initiate legal action regarding this Lease, venue shall be in the 19th Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PART HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY, INCLUDING AN ADVISORY JURY, IN ANY LITIGATION RELATED TO THIS AGREEMENT.** In any litigation permitted by this Lease, each party shall bear their own costs and fees, including attorneys' fees. This paragraph shall survive the termination or expiration of this Lease.

Section 12.05. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 12.06. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.

Section 12.07. Covenant to Bind Successors. It is agreed that the provisions, covenants, and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties hereto.

Section 12.08. Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, together with the terms of the Interlocal Agreement, set forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. The terms of the Interlocal Agreement are hereby incorporated by reference herein, subject to the provisions of Section 12.14 hereof regarding conflicts between this Lease and the Interlocal Agreement. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between any party other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon Lessor or Lessee unless and until reduced to writing and signed by both parties.

Section 12.09. Environmental Requirements. At its sole expense, Lessee agrees to comply with all applicable present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to

environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance control (Environmental Requirements), including, but not limited to, Environmental Requirements under the Federal Water Pollution Control Act, as amended, the Federal Clean Air Act, as amended, the Resource Conservation & Recovery Act, the Noise Control Act, and the Toxic Substances Control Act, which are applicable to or arise out of or in connection with Lessee's use or occupancy of the Premises, after the Commencement Date. Lessor represents to the Lessee that to the best of Lessor's actual knowledge the Premises does not contain any Hazardous Materials (as hereinafter defined) and is not in violation of any existing environmental laws, rules, or ordinances. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, wastes, sewage, materials or pollutants, of any kind or nature, which are now or hereafter regulated, controlled, governed, restricted or prohibited by any federal, state or local law, code, decision, statute, regulation, rule, or ordinance currently in existence or hereafter enacted or rendered.

Section 12.10. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

Section 12.11. Brokerage. Lessor and Lessee warrant and represent to each other that there were no brokers or agents instrumental in consummating this lease.

Section 12.12. Memorandum of Lease. Lessor and Lessee shall execute in recordable form the Memorandum of Lease attached hereto as Exhibit "B", which Memorandum may be recorded in the Public Records of St. Lucie County, Florida.

Section 12.13. Subletting; Assignment. Lessee may not sublease or assign any of its rights hereunder, without the prior written consent of Lessor.

Section 12.14. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in negotiations and drafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect. In the event of a conflict between the provisions of this Lease and the Interlocal Agreement, the provisions of this Lease shall govern; provided, however, that failure of this Lease to address or make reference to any particular matter in the Interlocal Agreement shall not be deemed a conflict.

Section 12.15. No Third-Party Beneficiary. Each of the parties agree that no individual and/or entity is intended to have, nor shall such individual and/or entity be deemed to have, any rights or remedies as a third party beneficiary to, or under, this Agreement or otherwise and each of the parties acknowledge and agree that any benefit conferred to any such individual and/or entity is, and shall be deemed for all purposes to be, merely incidental.

Section 12.16. Sovereign Immunity. This Lease does not affect the immunities, exemptions and limitations of liability of Lessor or Lessee under Florida Statute Section 768.28 and other applicable laws of the State of Florida. Nothing in this Lease shall be deemed to affect the rights, privileges and immunities afforded Lessor or Lessee by law. Nothing herein shall be construed as consent by Lessor or Lessee to be sued by third parties in any manner arising out of this Lease.

Section 12.17. Public Records. Each party shall allow the public access to all non-exempt documents, papers, letters or other materials, subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease by their duly authorized officials on the dates stated below. This Agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

[remainder of page intentionally left blank; signature pages to follow]

WITNESS:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE

BY: _____

Date: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

GENERAL COUNSEL

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

ATTEST:

Clerk

BY: _____
Joseph H. Earman, Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

William K. DeBraul,
County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CLERK

Chair, Board of County Commissioners

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

Jerald D. Bryant, Clerk of the Circuit
Court and Comptroller

BY: _____
David E. Hazellief, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Wade C. Vose, County Attorney

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

Clerk

BY: _____
Chair, Board of County
Commissioners

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

WITNESS:

MEDICAL EXAMINER DISTRICT 19,
FLORIDA

By: _____

Date: _____

Exhibit "A"
Legal Description

EXHIBIT "B"

Prepared by and return to:
Katherine D. Barbieri, Esq.
St. Lucie County Attorney's Office
2300 Virginia Ave.
Fort Pierce, FL 34982

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS that the District Board of Trustees of Indian River State College ("Lessor") and the Medical Examiner for the 19th Judicial Circuit ("Medical Examiner"), and Indian River County, Martin County, Okeechobee County, and St. Lucie County, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the "Counties") (the Medical Examiner and the Counties are collectively referred to herein as the "Lessee"), entered into a Ground Lease (the "Lease"), in which Lessor has leased to Lessee certain property described on Exhibit A attached hereto and made a part hereof.

Such Lease commenced on _____, is for an initial term of forty (40) years, with a renewal term of forty (40) years.

The Lease is not recorded and contains additional provisions not included in this Memorandum. In the event of conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date last signed below.

[remainder of page intentionally left blank; signature pages to follow]

WITNESS:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE

BY: _____

Date: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

GENERAL COUNSEL

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

ATTEST:

Clerk

BY: _____
Joseph H. Earman, Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

William K. DeBraal
County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CLERK

Chair, Board of County Commissioners

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

Jerald D. Bryant, Clerk of the Circuit
Court and Comptroller

BY: _____
David E. Hazellief, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Wade C. Vose, County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Clerk

BY: _____
Chair, Board of County
Commissioners

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

WITNESS:

MEDICAL EXAMINER DISTRICT 19,
FLORIDA

By: _____

Date: _____